

KUMATORA- Terms of Use

Kumamoto Aso Taxi Travel Co., Ltd. (hereinafter referred to as "the Company") has established the following KUMATORA Terms of Use (hereinafter referred to as the "Terms") for the use of KUMATORA's services (<https://kumatora.jp>).

When using KUMATORA's services, you agree to these Terms, so please be sure to read them. The Terms are subject to change as necessary, so please refer to the latest information upon using the services.

*Please read the "Personal Information Protection Policy" for more information on the handling of personal information.

* When booking an optional tour (hereinafter referred to as "Tour"), please read the Arranged Tours section of the Travel Terms and Conditions and the Terms And Conditions of Arranged Tours, along with the Terms.

Article 1 – Purpose of the Terms

The Terms apply to users of the KUMATORA tour reservation website operated by the Company. Users of this Service shall use it after agreeing to the Terms in advance. The Terms are subject to change without notice.

Article 2 – Information provided by Tour Operators

The Company, through KUMATORA, shall provide customers with any information, provided by the tour operator, that is needed to book a tour (hereinafter referred to as "Reservation-related Information"), such as tour content, fees, availability dates, cancellation rules (cancellation policy), as well as information on the tour operator. However, reservation-related information shall be provided at the responsibility of the tour operator, and the Company is not responsible for the content of this information (except in the case the Company intentionally or negligently failed to transmit the information).

Article 3 – Tour reservation confirmation, Arranged Tour Contract conclusion

The Company shall forward the member's tour reservation application made through KUMATORA to the tour operator, and send a reservation confirmation email to the member when the reservation is accepted by the tour operator. When the reservation confirmation email is received by the member, the Arranged Tour Contract between the member and the Company is established (electronic acceptance notice).

The Company's Arranged Tour Contract is in compliance with the Standard Form Travel Agent Contract established by the Minister of Land, Infrastructure and Transportation. Please read the Arranged Tour Contract along the Terms.

Article 4 – Tour fee payment

The customer shall pay the tour fee to the Company by credit card or bank payment upon confirmation of the reservation. For tours advertised in a foreign currency, if the Company decides the credit card settlement or convenience store/bank payment shall be made in Japanese yen, the Company shall convert the amount into Japanese yen at the rate determined by the Company.

However, some tours shall be paid in one of the following ways specified on the tour page:

- By paying the full amount directly to the tour operator when participating in the tour.
- By paying the reservation fee to the Company by credit card or bank transfer upon confirmation of reservation, and paying the balance directly to the tour operator when participating in the tour.
- By paying the tour fee through any other payment method determined by the tour operator (e.g., direct payment to the tour operator after using mobile phone rental services).

Article 5 – Contents and quality of services provided by tour operators

The Company is not responsible for the content or quality of the services provided by tour operators. Any troubles, disputes or complaints between the customer and the tour operator, or damages the customer may incur, shall be resolved between the customer and the tour operator, and the Company shall not be responsible for them.

Article 6 – Cancellation and cancellation fee for tour reservation due to the customer's convenience

The cancellation fee for the cancellation of a tour reservation due to the customer's convenience shall be in accordance with the cancellation rules (cancellation policy) established by the tour operator concerned.

The Company is not responsible for the difference in exchange rate between the payment of the tour fee and the refund of the tour fee.

Reservation cancellation should be done, in principal, by e-mail or phone. However, if the cancellation is made by directly contacting the tour operator just before the tour date, and the tour operator accepts the cancellation, the cancellation procedure will be deemed as completed upon reception of the cancellation email by KUMATORA at a later date.

Article 7 – Cancellation and refund of the tour at the discretion of the tour operator

The Company shall issue a full refund to the member for cancellation of the tour reservation when the tour operator decides that the tour should be canceled due to bad weather. However, the Company is not responsible for the profit or loss of the exchange rate difference between the payment of the tour fee and the refund of the tour fee.

Article 8 – Handling of customer registration information

The personal information entered by the customer at the time of reservation (hereinafter referred to as "Registered Information") shall be owned and managed by the Company, in accordance with the Company's Privacy Policy.

The Company shall not disclose to any third party any Registered Information that can identify a particular individual (hereinafter referred to as "Personal Information"). Except in the following cases:

- When the customer agrees to disclose information.
- When providing Personal Information necessary for performing the service, to a business contractor who has signed a confidentiality agreement for the protection of Personal Information.
- When aggregating and analyzing Personal Information for the purpose of improving services, and disclosing or providing it to a third party on condition it is information that cannot identify a particular individual.
- When disclosing a warrant issued by the court or in accordance with the judgment of the court.

Please read the Personal Information Protection Policy for details on the purpose of use and handling of Personal Information obtained by the Company.

Article 9 – Prohibited matters for the customer

The customer shall not engage in any of the following or potentially acts when using KUMATORA:

- Acts in violation of the Terms
- Acts that violate public order or laws and regulations
- Any infringement of copyright, portrait rights, or other intellectual property rights of the Company, other members or third parties
- Acts of abuse and slandering of other members or third parties
- Acts that disadvantage other members or third parties
- Acts that interfere with the operation of the Company's business or services provided by the Company
- Acts intended for business profit purposes
- Any other acts deemed inappropriate by the Company

Article 10 – Deletion or modification of information transmitted by the customer

The Company may, without the customer's consent, delete all or part of the information, or make any necessary amendments to the information sent by the customer that falls under or is likely to fall under any of the following categories:

- Items that the Company determines fall under any of the Prohibited Matters for the customer described in the Terms
- Items that the Company determines are clearly contrary to reality
- Any other items deemed inappropriate by the Company

Article 11 – Change, suspension, or discontinuation of services

The Company may change, suspend, or discontinue services without prior notice to the customer. In the event of service change or interruption, the Company shall not be liable for any disadvantages or damages to the customer.

The Company shall be able to discontinue the provision of services by notifying the customer one month in advance.

Article 12 – Copyright and property rights

Copyright and property rights relating to all contents displayed on KUMATORA belong to the Company, tour operators, partners and advertisers who provide them. Users and customers agree not to reproduce, publish, transfer, lend, translate, reprint, transmit, license, reuse, etc. the contents, except with prior written consent from the Company, tour operators, partners and advertisers. The Company may assume the right to claim the equivalent amount of profit that users and customers have earned from these acts.

Article 13 – Disclaimer/Limitation of Liability

The Company is not responsible for any damage caused between the customer and the tour operator. The tour operator is an independent contractor, so the Company is not responsible for any acts, fault, negligence, representation, warranty or injury, death, damage to property, loss of property, or any other damages associated with the tour.

The Company is not responsible for any tour delays, cancellations, overlapping bookings or strikes caused by reasons beyond our direct control. In addition, the Company is not obliged to respond to any changes, cancellations, delays, or additional costs incurred by government authorities or court warrants.

In the event of mens rea or negligence of the Company, the customer will not be liable for any damages other than actual and direct damages incurred to the members in connection with the provision of this service.

Article 14 – Change of the Terms

The contents of the Terms may be changed as necessary. Any changes to the Terms shall be deemed to have been made on this page and shall not be notified to the customer each time.

Article 15 – Agreement on jurisdiction

The Kumamoto District Court shall be the exclusive jurisdiction of the first instance in all disputes concerning the Terms.

Article 16 – Negotiation

In the event of any doubt concerning the Terms or matters not provided for in the Terms, the parties concerned shall negotiate in good faith and endeavor to resolve the matter peacefully.