### **Terms of Service**

## **Article 1 (General Provisions)**

Individuals accessing this service (hereinafter referred to as "Users") shall agree to and comply with these Terms, other applicable terms and conditions (including the Standard General Conditions of Travel Agency Business), and any written documents, regulations, rules, and guidelines issued by itswellness, a specified non-profit organization (hereinafter referred to as "the Organization").

### **Article 2 (Amendments to These Terms)**

The Organization reserves the right to amend these Terms without obtaining prior consent from Users. Unless otherwise specified, the revised Terms shall become effective upon their publication on this service. By continuing to use the service after the revised Terms take effect, Users shall be deemed to have agreed to all provisions of the amended Terms.

### **Article 3 (Use of the Service)**

By accessing and using this service, Users shall be deemed to have agreed to these Terms. Certain parts of the service may be restricted based on the User's age.

The Organization may change the content, name, or specifications of the service without prior notice. The Organization shall bear no liability for any disadvantages or damages incurred by Users as a result.

Users are fully responsible for their use of the service and any actions taken through the service, along with all resulting consequences.

### **Article 4 (Changes or Cancellations of Reservations)**

Users may modify or cancel their reservations or purchases in accordance with the procedures specified by the Organization. The Organization will process the request accordingly.

Any modifications or cancellations may result in change fees or cancellation fees, which Users must cover in accordance with the Organization's policies. Users must review these terms before making changes or cancellations.

#### **Article 5 (Important Notes on Service Use)**

The products and services available on this service represent only a portion of the offerings provided by the Organization. The content of services sold through corporate sales or individual inquiries may differ.

### **Article 6 (User Environment)**

Users are responsible for preparing and maintaining the necessary devices, software, internet connections, and other resources needed to use the service at their own cost. The Organization does not provide technical support for these matters.

### **Article 7 (Prohibited Acts)**

Users shall not engage in any of the following actions when using this service:

- 1. Violate the rights (privacy, intellectual property, etc.) of the Organization, other Users, or third parties.
- 2. Cause harm, financial loss, or disadvantages to others.
- 3. Defame, insult, or discriminate against others.
- 4. Engage in illegal, immoral, or inappropriate activities.

- 5. Conduct religious, political, or adult-related activities.
- 6. Promote or advertise for personal or business gain.
- 7. Impersonate others or spread false information.
- 8. Support anti-social groups.
- 9. Collect, share, or misuse others' personal data.
- 10. Disrupt the service's servers or networks.
- 11. Spread malware or harmful programs.
- 12. Violate laws or legally binding rulings.
- 13. Breach these Terms or act inappropriately.
- 14. Any other conduct that the Organization deems inappropriate.

If the Organization determines that a User has engaged in any of the above prohibited acts, it may delete the User's registration or suspend service use without prior notice. The Organization reserves the right to claim damages from the User as necessary.

## **Article 8 (Temporary Suspension of Service)**

The Organization may temporarily suspend all or part of this service without prior notice in the following cases:

- 1. For maintenance or emergency repairs.
- 2. If communication or power services are interrupted.
- 3. Due to natural disasters, conflicts, or government restrictions.
- 4. In case of excessive server load or system issues.
- 5. If operational or technical reasons require it.

The Organization is not responsible for any damages caused by service interruptions.

# **Article 9 (Termination of Service)**

The Organization may terminate all or part of this service by providing advance notice of the termination details, reasons, and duration. However, in urgent cases, this requirement may be waived.

By following the prescribed termination procedures, the Organization shall be exempt from liability related to service discontinuation.

### **Article 10 (Restrictions on Use)**

The Organization may restrict a User's access to the service under the following circumstances, without prior consent:

- 1. If the User cannot be reached via phone, email, or other communication methods.
- 2. If mail sent to the registered address is returned.
- 3. If the Organization deems an urgent restriction necessary.

The Organization is not responsible for any damages suffered by Users due to these restrictions.

### **Article 11 (Use of the Service by Minors)**

Minors must obtain permission from a parent or guardian to use this service.

If a minor is found to have used the service without consent, the Organization may cancel their reservations without notice.

If a User continues using the service after reaching adulthood, their previous use as a minor is considered confirmed.

### **Article 12 (Disclaimers)**

The Organization shall not be liable for any damages incurred by Users due to:

- System interruptions, delays, or terminations caused by communication failures or computer issues.
- Alterations to the service leading to damages.
- Unauthorized access to service-related data and servers.
- Loss of accumulated data (excluding voluntary deletions by Users).
- The accuracy, timeliness, usefulness, reliability, legality, or suitability of travel-related information provided through this service.
- Users' communication fees or equipment expenses incurred during service use.

### **Article 13 (Protection of Personal Information)**

The Organization shall appropriately handle personal information obtained through service use in accordance with its Privacy Policy.

## **Article 14 (Intellectual Property Rights)**

All intellectual property rights related to this service belong to the Organization or its licensors. Users shall not infringe on these rights.

### **Article 15 (Exclusion of Anti-Social Forces)**

Users represent and warrant that they are not, and will not be, members of anti-social forces (e.g., organized crime groups) and will not engage in unlawful activities. If a User violates this clause, the Organization may immediately terminate their use of the service without prior notice. The Organization shall not be liable for any damages resulting from such termination.

# **Article 16 (Governing Law and Jurisdiction)**

These Terms are governed by Japanese law. Any disputes shall be resolved under the exclusive jurisdiction of the Tokyo Summary Court or the Tokyo District Court.

### **Article 17 (Enforcement of These Terms)**

These Terms shall take effect from the date of enactment.

Enacted: April 2, 2020Revised: March 3, 2025