

Terms of use for JAPANiCAN.com

Amended in February 22, 2024.

Table of contents

0. Definition

1. Common matters regarding the use of the site
2. Terms and Conditions for Booking
 - 2 - 1. For booking with payment in advance
 - 2 - 2. For booking with payment on arrival
 - 2 - 3. Common subject matter

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern JTB Corp.'s relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'JTB' or 'us' or 'we' refers to the owner of the website whose registered office is [2-3-11, Higashi-Shinagawa, Shinagawa-ku, Tokyo]. The term 'you' refers to the user or viewer of our website.

0. Definition

Each of the terms used in this Agreement has the following meaning or it is defined herein:

“Group of Companies” refers to our subsidiaries and corporate affiliates of JTB Corp.

'JTB' or 'us' or 'we' or 'our' or 'ours' refers to JTB Corp. and the owner of this website whose registered office is [2-3-11, Higashi-shinagawa, Shinagawa-ku, Tokyo], which provides our Service.

“Service(s)” refers to the provision of our websites, apps and online tools

‘Terms’ refers to this Terms of use for JAPANiCAN.com and Privacy Policy for JAPANiCAN.com

‘Travel Contract’ refers to the Arranged travel agreement.

‘You’ or ‘you’ refers to the individual user, individual viewer of our website, using our Service or making a booking with our Service.

‘Website’ refers to JAPANiCAN.com(<https://www.japanican.com/>).

1. Common matters regarding the use of the site

About using this Website

The Services are provided for individual users for non-commercial use only. By using this website and the services provided herein,

you agree that:

- you must have the legal authority to enter into contracts.
- you will use our Service lawfully and in compliance with these Terms
- all information supplied by you is true, accurate, current and complete.
- if you book on behalf of others:

you will obtain their authorization prior to acting on behalf of them.

you will inform them about the terms that apply to the booking (including the Terms) and ensure that they agree to such terms.

you are responsible for paying any amounts due, for making any change/cancellation requests and for all other matters relating to the booking.

you agree to refrain from the following:

- Acts that infringe or may infringe the copyrights, property rights, trademark rights, honor rights, privacy or other rights of other users, third parties, or ours.
- Acts that cause or are likely to cause disadvantage or damage to other users, third parties, or ours.
- Acts that slander other users, accommodation facilities, third parties, or ours
- Acts of transferring or leasing the right of a user to receive the Services to a third party without obtaining the prior consent of ours.
- Acts that violate public order and morals, or acts that are likely to violate public order and morals, or acts that provide information that violates public order and morals to other users or third parties.
- Criminal acts, or acts that lead to or may lead to criminal acts (e.g., acts of making speculative, fraudulent, or fictitious reservations).
- Election campaigning or similar activities, regardless of whether it is during the election period.
- Sexual entertainment, religion, and politics.
- Acts for business or profit-making purposes such as advertisements and promotions, or acts for the preparation thereof, through the service or in connection with the Services, without our consent (e.g. content for commercial purposes without prior consent).
- Acts of using or providing harmful programs such as computer viruses through or in connection with the Services.
- Acts of sending or writing information by impersonating the third parties.
- Carry out unauthorized alterations, duplication, distribution, creation of derivative material, transferal, resale, web crawling and other automatic access/copying of the content and information on this site
- Attempt to obtain information about other users through hacking or any other means
- Acts of using the Services by methods other than those approved by us
- Acts of copying or transmitting information obtained through the Services for purposes other than one's personal use, or acts of making information available for use by a third party in any manner, without our consent.
- Acts where a minor user uses the Services without the consent of its guardian or legal representative.
- Acts of not registering or falsely registering information necessary for reservations and reservation confirmations.
- Acts that violate or are likely to violate any laws and regulations related to the Services.
- Other acts that we deem it inappropriate.

Changes to Terms and Conditions

We may, at its sole discretion, change the Terms at any time in accordance with this article(1)(2) and Article 548-4 of the JAPAN Civil Code in the following cases. If you use the Services after the effective date of the revised Terms, you shall be deemed to have agreed to the changes of the Terms.

(1) When changes to the Terms are in the general interest of the users.

(2) When changes to the Terms do not contradict the purpose of the Terms and are reasonable in light of the necessity of the changes, the appropriateness of the changed contents, the content of the changes, and other circumstances surrounding the changes.

Usage Environment

When using the Services, you shall prepare everything necessary for the usage environment of our website, such as communication equipment, software, and public circuit, at your own expense and responsibility. We assume no responsibility for any problems that may arise in the use of the Services due to the usage environment, or for any effects caused by such problems.

Notifications from Our Company

We shall notify you of necessary matters from time to time by posting on the Website, sending e-mails, or by any other method we deem appropriate.

"The notifications set forth in the preceding paragraph shall become effective at the time of posting, if we post the notifications on our website. If it is done by sending an email, it will be deemed to have reached you when it reaches the server managing the email address which is declared by you to us at the time of membership registration, and shall become effective from that time.

Moreover, we assume no responsibility for any email not being delivered to you, regardless of whether you entered the email address incorrectly, failed to enter it, or for any other reason."

When making changes to the Terms pursuant to the preceding article, we shall notify on our Website to the effect of the changes of the Terms and Conditions, the changed content and their effective date at least one month prior to the effective date of the changed Terms.

(URL: <https://www.japanican.com/content/faq/>)

User's Responsibility

When you use the Services, you shall be responsible for all actions of those taken by you, those related to the email address provided by you, etc., and the results thereof, regardless of whether you were responsible for the action or whether there was negligence. Moreover, if you cause damage to the other users or third party when using the Services, you shall resolve the dispute with the third party at his or her own responsibility and expense.

Suspension of use of the Services

If you act in violation of the Terms, uses the Services fraudulently or illegally, or if we determine that true and accurate data has not been entered, we shall immediately cancel the unused reservation without prior notice. In addition to canceling the reservation, you may be prohibited from using the Services in the future. Furthermore, we are not obligated to disclose any reasons for this. If cancellation fees, penalty fees, etc. occur as a result of this, you shall be responsible for resolving such charges, and we shall not be responsible for any damages caused to you.

Changes to System contents related to the Services.

If we determine that it is necessary to make changes to the system or content related to the provision, operation, or registration of the Services, we shall make the necessary changes without prior notice.

Interruption and Suspension of the Services

We may suspend the operation of the Services without prior notice if any of the following apply. We shall not be held responsible for any damage caused to you in this case.

When maintenance of the system of the Services is carried out regularly or urgently.

If the Services become unavailable due to war, riot, commotion, labor dispute, earthquake, eruption, flood, tsunami, fire, power outage, or other emergency situation.

In other cases where we determine that temporary suspension is necessary for the operation of the Services.

Claim for Damages

If you cause damages to us or the Group of Companies, due to an act that violates the Terms or uses the Services fraudulently or illegally, we shall claim appropriate compensation for damages (including attorney's fees) from you.

Dispute Resolution

Any disputes arising here from and from the Services shall be governed by the laws of Japan without reference to principles of conflict of laws. The Tokyo District Court or the Tokyo Summary Court shall be the exclusive court of jurisdiction in the first instance for any disputes rising in connection with the Services between you and us.

Copyright

All content (including information, trademarks and logos, and designs) posted on this website belongs to us and is protected by copyright. All rights expressly reserved.

No content whatsoever may be transferred, copied, or reproduced, in whole or in part, in altered or unaltered form without the prior written consent of us except for as otherwise expressly permitted by laws of Japan.

Disclaimer

While this website is maintained in accordance with the dictates of common sense as adhered to by us, we make no guarantees whatsoever as to the completeness or accuracy of the information provided on this site.

Cookies

Some of the content on Website utilizes cookies. Please note that if you set your browser to reject cookies from Website, some of the site's contents may not be displayed or function properly. Therefore, in order to ensure that all content is properly displayed and functional, please set your browser to accept cookies.

Note: Cookies are packets of data that are sent by a server to your web client (i.e., browser), saved, and can then be sent back unchanged the next time you access the same page. The information contained within the cookies used by Website will never include personal information like name, date of birth, email address, home address or bank details.

JavaScript

Some of the content on Website utilizes JavaScript. Please note that if you set your browser to ignore JavaScript, some of the site's contents may not be displayed or function properly. Therefore, in order to ensure that all content is properly displayed and functional, please set your browser to run JavaScript.

Email Spam Filter

Automated confirmation mails will be sent to the email address you provide when booking hotels or submitting an inquiry via the inquiry form. If you have not received these emails, please be sure to double check your email's spam folder. If emails from Website are being filtered into your spam folder instead of being delivered to your inbox, please mark them as not spam.

How We Protect your Personal Information – About SSL

In order to protect your privacy, SSL (Secure Sockets Layer) encryption technology is used when personal information is sent to Website.

When SSL encrypted transmission is established, all information sent and received over the https address is encrypted.

2. Terms and Conditions for Booking

2 - 1. For booking with payment in advance

Booking with payment in advance is subject to the terms and conditions of Travel Contract between you and us. For the Travel Contract that you conclude, both "Conditions of Travel Contract (for Online Travel Arrangements)" and "Arranged Travel Agreement Terms and Conditions and Terms" on the following link, as well as the individual terms and conditions described on the booking form are applied.

Please book accommodation services with payment in advance after you have carefully read and agreed to the "Conditions of Travel Contract (for Online Travel Arrangements)" and "Arranged Travel Agreement Terms and Conditions and Terms" on the link below, as well as the individual terms and conditions described on the booking form.

Any we are not liable for any transaction & processing fees and for any difference in exchange rates between the time of booking the accommodation and the time of cancellation on your payment credit/debit card.

[Terms and Conditions of Travel Contract \(for Online Travel Arrangements\)](#)

[Arranged Travel Agreement Terms and Conditions](#)

JAPANIcAN Underage Policy

- Underage applicants need parental consent. Without the consent there may be cases where guest could not stay at the accommodation.
- Please be sure to check the “Agree button” when applying.
☐ I have read and confirm the details of Privacy Policy and Terms and Conditions (underage policy) of Website.
- Please be aware that some accommodation may refuse the stay of only guest(s) under the age of 18 (for more detail please contact the accommodation)
- Applicants under the age of 15 must be accompanied by a parent or guardian.
- Please ensure you read and confirm the details of Terms and Conditions of Travel Contract (for Online Travel Arrangements) before booking.

2 - 2. For booking with payment on arrival

For Booking with payment on arrival, the following terms and conditions are applied. Please book accommodation services with payment on arrival after you have carefully read and understood these terms and conditions which you can see and confirm through the following link.

[Terms of Use for “Prearranged Accommodation with Payment on Site Service”](#)

JAPANIcAN Underage Policy

- Underage Applicants need parental consent. Without the consent there may be cases where guest could not stay at the accommodation.

- Please be aware that some accommodation may refuse the stay of only guest(s) under the age of 18.
- Please confirm above details with the accommodation.

2 - 3 . Common subject matter

Please note the following about bookings for large groups (15 people or more):

Any number of bookings that total 15 or more people made by the same person for the same accommodation and same accommodation dates will be considered collectively as a group booking. Such bookings will be charged cancellation fees when applicable in accordance with the accommodation's cancellation policy for groups of 15 or more. Furthermore, similar bookings that total more than 30 people will be charged cancellation fees applicable for groups of 30 people or more, and those that total 100 or more people will incur cancellation fees for groups of 100 people or more.

Terms and Conditions for Coupons

- "Coupon(s)" means a voucher which is provided and made available only for our Products sold on our Website.
- Coupons may be available only for certain hotels on our Website. Hotels in which Coupons can be used vary depending on the Promo Code. Please check to see whether the coupon is applicable or not on the list page of search results.
- Coupon has its maximum amount of the usage limit ("Up to Amount"). You may only use the Coupon within the extent to the Up to Amount even if the calculated amount based on the percentage indicated on the Coupon is over the Up to Amount.
- You may not use any Coupons for any bookings which has already been confirmed has already ended.
- If you cancel your booking applied for the Promo Code after the expiring the Booking period indicated on each Coupon, you may not use such Promo Code again for another booking even if any other Coupon Conditions except for its Booking period meet your booking conditions.
- You may apply only one Coupon, it means one Promo Code, per booking. You may not apply 2 or more Coupons for a single booking.
- Regardless of whether you applied a Coupon to your booking or not, you may not change the booking once it has been confirmed. If you wish to change the booking, you should cancel the current booking and make a new booking.
- When you cancel a booking applied a Coupon and in case a cancellation fee is incurred, such cancellation fee is calculated based on the price before the Coupon is applied.
- The same applies for any bookings to which channel exclusive coupons are applied. Channel exclusive coupons are coupons that we grant to users at our own expense for the purpose of sales promotion and are not listed on the Daily deals page of our website (<https://www.japanican.com/deals>)
- You must not transfer, exchange for money, or change your right to use the Coupon.

*Please note Coupon booking period may end without notice before the end of booking period.

Language

This Terms is made in English and translated in other languages. This Terms in English is the original and if there are any discrepancy between the Terms made in other languages, this Terms in English shall prevail.