

JAPANET BOOKING POLICY

Terms and Conditions for Travel Agencies and Travel Advisors

PLEASE READ THIS POLICY CAREFULLY. This Japanet Travel Advisor Policy (this “**Policy**”) governs the relationship between Japanet America Inc. (“**Japanet**,” “**we**,” “**us**,” or “**our**”) and any travel agency or travel advisor that requests, places, sells, or services a booking for a Japanet Travel Product (collectively, an “**Agency**,” “**you**,” or “**your**”). This Policy is provided to Agencies with reservation requests, booking confirmations, and by email, and is also available on request.

BY REQUESTING OR MAKING A BOOKING WITH JAPANET, OR BY OTHERWISE SELLING OR SERVICING A JAPANET TRAVEL PRODUCT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS POLICY AND THE CONFIDENTIAL ADVISOR ADDENDUM DESCRIBED IN SECTION 5. IF YOU DO NOT AGREE TO THIS POLICY, DO NOT PLACE BOOKINGS WITH JAPANET.

This Policy does not apply to an Agency that has signed, and is currently party to, a separate written agreement with Japanet (such as the Preferred Agency Agreement) that governs the same subject matter, to the extent that agreement conflicts with this Policy. Japanet may amend this Policy as provided in Section 12.

1. Scope; Who This Policy Covers

This Policy applies to every travel agency, travel advisor, and independent contractor advisor that books, sells, or services Japanet’s travel-related products and services (“**Travel Products**”), whether an Agency books occasionally or regularly, and whether one advisor or many advisors within an agency sell Travel Products. You are free to promote and advertise Japanet Travel Products, but you are not obligated to market or list them.

2. Definitions

“**Advisor Addendum**” or “**Addendum**” means the confidential schedule of commission rates, tour-specific commissions, incentives, and related terms that Japanet issues to Agency by email from time to time, as described in Section 5.

“**Commission**” means the amount payable by Japanet to an Agency on a Sold Travel Product, calculated at the flat rates set out in the Advisor Addendum.

“**Japanet Customer**” means any individual who, prior to any referral or intervention by an Agency, (a) is registered in Japanet’s customer database, or (b) has previously used Japanet’s services. An individual is not a Japanet Customer solely because Japanet included the individual in a general marketing distribution.

“**Sold Travel Product**” means any Travel Product that has been booked by an Agency, fully paid, and for which the applicable travel has been completed, as well as any booking that is cancelled but for which a one hundred percent (100%) cancellation fee has been charged and fully paid to, and retained by, Japanet.

3. Relationship of the Parties

An Agency is an independent business and acts as the agent of its own customer, not as an agent, partner, employee, or joint venturer of Japanet. Nothing in this Policy creates any agency, partnership, or joint venture between you and Japanet. You may not make any representation or commitment, or incur any obligation, on Japanet’s behalf, and you may not hold yourself out as authorized to do so.

4. Bookings and Reservations

(a) Booking information. When you place a booking, you agree to provide the information Japanet reasonably requires to process it, including the name and contact details of your agency, your accreditation number (for example, IATA/IATAN), the names and contact details of the advisor(s) with whom Japanet may discuss the booking, and the payment and remittance details to which any Commission should be sent. You agree to keep this information current and to notify Japanet promptly of any change.

(b) Advisors of record. Japanet will discuss booking details and remit Commissions only in respect of the advisor(s) you identify to Japanet. Because Commissions are paid at a flat rate, Japanet requires only the names of the advisors with whom it may discuss

the applicable bookings.

(c) Genuine bookings. Japanet is only obligated to recognize genuine bookings made for real, named travelers who intend to travel. Japanet may cancel any booking it reasonably believes is not genuine, without liability and without any obligation to pay a Commission on it.

(d) Payment to Japanet. Payments due to Japanet for Travel Products must be remitted in full, without deduction or set-off. Japanet processes and confirms each booking in its discretion in accordance with its then-current booking terms.

5. Commissions

(a) Flat-rate commission; the Advisor Addendum. Japanet pays Commissions to Agencies at a flat rate. The applicable commission rate(s), any tour-specific commissions or incentives, and related terms are set out in the confidential Advisor Addendum, which Japanet issues to Agencies by email and updates from time to time. The Advisor Addendum is incorporated into, and forms part of, this Policy. The Advisor Addendum is confidential and is addressed in Section 9.

(b) When a Commission is earned. A Commission is earned and payable only on a Sold Travel Product — that is, only once the booking has been fully paid and the travel has been completed, or the booking has been cancelled and a one hundred percent (100%) cancellation fee has been charged, fully paid, and retained by Japanet. No Commission is payable on any other cancelled or no-show booking, on any familiarization (FAM) trip, or on any booking made by or on behalf of a Japanet Customer. Alternatively, you have the option to pay NET amount (i.e., the tour price minus the commission amount, applied at time of booking) when you book your own cabin and personally partake in the tour.

(c) Sale window; last-minute bookings. The standard sale window for each tour closes two (2) months before the tour's start date. Bookings requested closer to departure, and other irregular or last-minute bookings, are handled on a case-by-case basis by consultation with Japanet. As a general rule, if Japanet accepts and processes a booking so that it qualifies as a Sold Travel Product, a Commission will be paid on it.

(d) Payment of Commissions. Japanet pays earned Commissions in U.S. Dollars by wire transfer to the account you designate, in a single lump-sum payment by the end of the month following completion of the applicable Sold Travel Product(s), and provided Japanet has received payment in full for those Sold Travel Product(s). Where the booking is made through an agency, Japanet remits the Commission to the agency; where an advisor does not operate through an agency, Japanet remits directly to that advisor. Any change to the remittance, contact, or accreditation details used for Commission payments must be verified directly with Japanet.

(e) Simplified reporting. To receive a Commission, an agency need only submit a single invoice to Japanet after the applicable tour has been completed. Monthly sales reports are not required.

(f) Ownership of bookings; the agency. A booking placed by an agency belongs to that agency. If an advisor who placed a booking leaves, retires, or otherwise ceases doing business with the agency, the booking remains with the agency, which may reassign or transfer it by written notice to Japanet. Any dispute over commission splits, or arising from an advisor's departure from an agency, is to be resolved between the agency and the advisor independently; Japanet will remit the Commission to the agency and has no responsibility for allocating it among an agency and its advisors.

(g) Attribution. Each Sold Travel Product is attributed, at the time it is first entered into Japanet's reservation system, to a single agency or advisor. Bookings may be reassigned only with Japanet's agreement, and Japanet may decline to recognize an attribution it reasonably determines does not reflect the advisor or agency actually responsible for the booking.

(h) Taxes. You are solely responsible for all taxes arising from Commissions paid to you, and you will report and pay those taxes to the applicable authorities. Japanet has no obligation to collect, withhold, or remit taxes on your Commissions.

6. Cancellations, Refunds, and Changes

(a) Cancellations. A cancelled booking is not a Sold Travel Product and earns no Commission, except where a one hundred percent (100%) cancellation fee has been charged, fully paid, and retained by Japanet, in which case the booking is treated as a Sold Travel Product for Commission purposes. Japanet's then-current booking terms govern deposits, payment deadlines, and cancellation charges for each Travel Product.

(b) Refunds and force majeure. If Japanet is required to issue a refund, Japanet is responsible only for that portion of the amounts actually paid to and retained by Japanet, less any applicable cancellation fees and any non-recoverable, out-of-pocket costs Japanet has incurred. You remain responsible for refunding any additional amounts you collected from the traveler. Aside from the above, neither party will owe the other any Commission or payment in respect of the affected booking. Neither party is liable for any failure or delay caused by events beyond its reasonable control (force majeure).

(c) Recovery of Commissions not earned. If Japanet has paid or advanced a Commission that is later determined not to have been earned (for example, because the booking is cancelled, is not a Sold Travel Product, or was made in violation of this Policy), you will promptly return it. Japanet may withhold or set off any such amount against Commissions or other amounts otherwise owed to you.

7. Professional Conduct and Prohibited Practices

(a) Standards. You will conduct your business professionally and lawfully, will deal fairly with travelers, and will not do anything that damages the reputation or goodwill of Japanet or its Travel Products.

(b) No misrepresentation. You will not misrepresent Japanet, its Travel Products, or pricing, and you will not represent yourself as an agent of, or as affiliated with, sponsored by, or endorsed by Japanet beyond the limited license in Section 8.

(c) Japanet's customers. Japanet's customers are its own. Please do not solicit Japanet Customers for the purpose of claiming a Commission on their bookings. Where a Japanet Customer independently chooses to book through you, the customer's choice controls; please simply let Japanet know before the booking is processed. Reciprocally, Japanet shall not knowingly solicit any client that was introduced to Japanet by Agency. For bookings made by soliciting Japanet Customers, Japanet does not pay a Commission on bookings made by or for a Japanet Customer, and such bookings do not count as your Sold Travel Products.

(d) Compliance with law. You will comply with all laws that apply to your business, including those governing licensing, advertising, marketing communications, data protection, and trade sanctions. Japanet does not authorize any activity that violates applicable law.

8. Intellectual Property; Use of Japanet Marks

(a) Limited license. You may use the marketing materials that Japanet makes available to you in connection with marketing and selling the Travel Products. However, you must obtain Japanet's prior written permission before using or displaying the Japanet logo or any other Japanet Mark. Subject to your compliance with this Policy and Japanet's prior written permission, Japanet grants you a limited, non-exclusive, non-transferable, revocable license to use and display the Japanet logo solely to promote and sell Japanet Travel Products. Japanet may revoke this license, and require you to stop using and to destroy or return materials bearing its marks, at any time in its discretion.

(b) Restrictions. Except for the marketing materials and logo license above, you may not use any Japanet name, trademark, service mark, logo, or other intellectual property ("**Japanet Marks**") without Japanet's prior written consent. You will not register or use any Japanet Mark (or any confusingly similar term) as part of a business name, domain name, URL, social-media handle, search keyword, or metadata, and you will maintain a website and domain name that are distinct from Japanet's. You acquire no right, title, or interest in the Japanet Marks or their goodwill, and you will not contest Japanet's ownership of them.

(c) Your materials. You are responsible for ensuring you have the right to use any images, content, or other materials you use to market Travel Products, and you will not create advertising that suggests it is hosted or authored by Japanet.

9. Confidentiality and Data Protection

(a) Confidential information. The Advisor Addendum, Japanet's commission rates and incentives, pricing, customer information, and other non-public business information of Japanet are confidential. You will use them only to sell and service Japanet Travel Products, will not disclose them to any third party (including other agencies or advisors), and will protect them with reasonable safeguards. This obligation continues after you stop doing business with Japanet.

(b) Personal data. You will comply with all applicable privacy and data-protection laws in handling travelers' personal data, will obtain any consents needed for Japanet to use that data to provide and administer the Travel Products, and will safeguard that data against unauthorized access or disclosure.

10. Consequences of Non-Compliance

If you do not comply with this Policy, Japanet may, in addition to any other right or remedy available to it and in its discretion: (a) withhold, reduce, or require the return of any Commission affected by the non-compliance; (b) set off amounts owed to Japanet against Commissions or other amounts owed to you; (c) cancel or decline to recognize any affected or non-genuine booking; (d) suspend or discontinue your access to Japanet bookings, benefits, resources, and marketing materials, or place you on “no-book” status; and (e) revoke the license in Section 8. Japanet’s decision not to act on a past instance of non-compliance does not waive its right to act on the same or a similar matter later.

11. Disclaimers; Limitation of Liability; Indemnification

(a) Disclaimer of warranties. Except as expressly stated in writing by Japanet, Japanet makes no warranty of any kind, express or implied, concerning the Travel Products, and disclaims all implied warranties of merchantability and fitness for a particular purpose to the fullest extent permitted by law. Japanet makes no guarantee of profitability.

(b) Limitation of liability. To the fullest extent permitted by law, neither party will be liable for any indirect, incidental, consequential, punitive, or special damages, including lost profits or business interruption, arising out of or relating to this Policy. Japanet’s total liability to you for any matter arising out of or relating to this Policy will not exceed the amount of earned but unpaid Commissions owed to you.

(c) Indemnification. To the fullest extent permitted by law, you will indemnify, defend, and hold harmless Japanet and its officers, directors, employees, agents, owners, and related entities from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to (i) your negligence or willful misconduct or that of your advisors, (ii) your errors or omissions or your sale of any other products to your customers, (iii) your breach of this Policy, or (iv) your use of any materials or the Japanet Marks.

12. General

(a) Changes to this Policy and to commission terms. Japanet may update this Policy and the Advisor Addendum from time to time. Japanet will give Agency advance notice of any change to commission rates or other commission terms, and any such change will apply only to tours booked after the change takes effect. No change will reduce or affect a Commission that has already been earned. The version of this Policy and the Advisor Addendum in effect when you place a booking governs that booking.

(b) Governing law; venue; fees. This Policy is governed by the laws of the State of California, without regard to its conflict-of-laws rules. The exclusive venue for any dispute is San Jose, California, and you consent to the personal jurisdiction of the state and federal courts located there. In any dispute relating to this Policy, the prevailing party is entitled to recover its reasonable attorneys’ fees and costs.

(c) No waiver; severability. Japanet’s failure to enforce any provision is not a waiver of it. If any provision is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be enforced to the greatest extent permitted by law.

(d) Entire policy. This Policy, together with the Advisor Addendum and Japanet’s then-current booking terms, is the entire understanding between you and Japanet concerning its subject matter, except where a separate signed agreement between you and Japanet applies. The terms that by their nature should survive — including those on Commissions already earned, confidentiality, intellectual property, disclaimers, limitation of liability, and indemnification — survive after you stop doing business with Japanet.

(e) Notices. Notices under this Policy must be in writing and may be given by email to the address each party ordinarily uses to correspond with the other. Notices to Japanet should be sent to contact@japanetamerica.com.

Last Updated August 6, 2026