

karaksa hotel Membership Agreement

1. General Provisions

- 1.1. This Agreement governs the use of karaksa hotel members and karaksa hotel point services (hereinafter referred to as "the Services") provided by KARAKSA HOTELS Corporation (hereinafter referred to as "the Company") via our official website.
- 1.2. Points accumulated through use of the Services provided by the Company under this Agreement are referred to as "karaksa hotel points" (hereinafter referred to as "Points").
- 1.3. karaksa hotel members (hereinafter referred to as "Members") may use the Services upon acceptance of this Agreement, and by accepting this Agreement, agree that the contents thereof shall form the basis of the contract between Members and the Company. Members who have registered as members prior to the establishment of this Agreement are deemed to have accepted this Agreement when they log into the Membership Website following the establishment of this Agreement.
- 1.4. In this Agreement, "karaksa hotels" shall mean hotels operated by the Company or by affiliates of the Company, which can be reserved via the Company's official website. Click <u>here</u> to see a list of eligible hotels.
- 1.5. The official website is located at <u>https://karaksahotels.com/</u>, and this, along with all other sub-domain websites associated with <u>https://reservation.karaksahotels.com/</u>, is available in four languages.

2. Membership Benefits

- 2.1. Members are entitled to the following benefits.
 - 2.1.1.Membership rates
 - 2.1.2.Point rewards
 - 2.1.3.Exclusive accommodation plans
 - 2.1.4.Other benefits as determined by the Company
- 2.2. Membership benefits are subject to change without notice to Members. Membership benefits will be applied in accordance with the most recent information posted on the official website, and it will not be possible to apply previous benefits that have been discontinued or changed.

3. Member Registration

- 3.1. Having accepted this Agreement, you should register the items specified by the Company for use of the Services, and the Company will then approve the contents of your registration. Once you have been successfully registered in the system, your membership will be activated and you will be able to utilize the Services. Note that members who were registered prior to the establishment of this Agreement do not need to re-register.
- 3.2. Registration and annual membership are free.

- 3.3. Registration for membership will be accepted only via the official website. We will not accept any applications for registration at hotel reception desks or by telephone. Click <u>here</u> to register for membership.
- 3.4. You can also register directly from the bookings (availability) search page (the orange section in the figure below).

Price for Adult x 2 for 1 night		
Membership Rate ¥16,150 for 1 night	ſ	Sign-in / up
Regular Rate		Book
(Tax included)		
5	-	
Rakuten Travel	-	
	test Membership Rate ¥16,150 for 1 night (Tax included) Regular Rate ¥17,000 for 1 night (Tax included) Booking com Jalan	♥ test Membership Rate ¥16,150 for 1 night (Tax included) Regular Rate ¥17,000 for 1 night (Tax included) Booking com Jalan

3.5. Membership is limited to individual customers only and is not available to corporate clients.

4. Member Rights

- 4.1. Member rights may not be transferred or loaned to a third party.
- 4.2. Membership is limited to one account per member; multiple memberships are not permitted. In addition, in the unlikely event that you have registered for membership on more than one occasion, you will not be able to combine points awarded to those additional memberships.

5. Loss, Suspension or Withdrawal of Membership

- 5.1. In the event the Company deems any of the following to apply to a member, the Company may disqualify or suspend the membership of that member without prior notice. In such instances, any points accrued by the member at that time will also be forfeited. In addition, the liable Company reserves the right to deny access to the Services in the future. The Company shall not be liable for any damage or disadvantage incurred by the member as the result of this provision.
 - 5.1.1.Where a member requests cancellation of membership
 - 5.1.2.Where a member has deceased
 - 5.1.3.Where data is incorrectly or fallaciously registered at the time of registration
 - 5.1.4. Where a false declaration is made or there is misconduct on registration of accommodation records or use of the Services
 - 5.1.5.Where there is any dispute over late payment to the Company, etc.
 - 5.1.6.Where there is a violation of or failure to comply with this Agreement and/or the Terms and Conditions of karaksa hotels
 - 5.1.7. Where a member commits violence, assault, coercion, threats, extortion, fraud or other similar act against Company customers

or employees, or demands a response that exceeds reasonable limits therefrom, either him/herself or through the agency of a third party

- 5.1.8.Where a member is a member of or associated with a crime coercion syndicate, a member of a crime syndicate, a group affiliated with a crime syndicate or other antisocial force, or a member of a corporation or other organization whose business activities are supported by a crime syndicate or a member of a crime syndicate
- 5.1.9.Where there are other circumstances deemed inappropriate by the Company
- 5.2. Members may cancel their membership at any time in accordance with the procedures prescribed by the Company. In such instances, any points accrued by the member at the time of cancellation will also lapse.
- 5.3. Membership will not be forfeited or suspended in the event that the Company is unable to confirm that a member has either logged into his/her account or used the Services for a given period of time.

6. Account Management

- 6.1. Members can perform the following actions from the My Account page. 6.1.1.Manage My Account
 - 6.1.1.1.Change email address
 - 6.1.1.2.Change password
 - 6.1.1.3.Edit personal information
 - 6.1.1.4. Setup promotional email settings
 - 6.1.1.5.Edit payment options
 - 6.1.1.6.Remove account
 - 6.1.2.Check My Reservations
 - 6.1.2.1.You can check the status of your bookings via the "Upcoming, Completed, Cancelled" tab.
 - 6.1.3.Check Point History
 - 6.1.3.1.You can check the dates and details of point use, number of points earned, and point expiration dates.
- 6.2. You can switch languages by clicking on the symbol \bigoplus in the upper right-hand corner of the My Account page.

< Back						🕀 English 👻	÷	Karaksa Smith 👻
			🖸 ki	araksa	hotel			
•	Karaksa Smith 0 Points 🛛 🙎							
My Account	My Reservations	Points						

- 6.3. Navigating the My Account page
 - 6.3.1.After logging in, click the **a** icon in the upper right-hand corner of the screen, then click on the "Account" tab (highlighted in yellow in the figure below) from the drop-down menu.

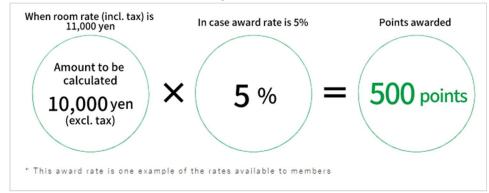


6.3.2.Select the relevant tabs from the figure below to carry out / check the items given in sections 6.1.1 through 6.1.3 above.

< Back			🌐 English 👻 💄 Karaksa Smith 👻
		🖸 karaksa hotel	
•	Karaksa Smith 0 Points 🙎		
My Account	My Reservations Poin	ts	

7. Earning Points

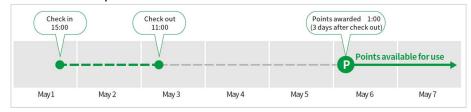
- 7.1. Points will be awarded only when you register as a member, log in with your member ID and make a booking as a member on the official website.
- 7.2. It is not possible to add points in respect of bookings made prior to membership registration.
- 7.3. Points will be credited to the account you were logged into at the time of booking. Points cannot be transferred to another account (i.e. if two rooms are reserved from one account, the points for both rooms will be credited to the account of the member who made the booking).
- 7.4. Points will be awarded in respect of the total amount paid minus consumption tax and other taxes and public dues.
 - ▼Points are calculated according to the formula shown below.



7.5. Points will not be awarded for bookings made through websites other than the official website and/or for payments other than room charges, including those given below.

7.5.1.Direct bookings made by telephone or at the front desk

- 7.5.2.Bookings made through a travel agency
- 7.5.3.Bookings made through any third-party booking website
- 7.5.4.Bookings made using accommodation vouchers, etc.
- 7.5.5.Parking charges not included in the official website plan, payment for breakfast vouchers or merchandise purchases made at the front desk, vending machine charges and other hotel service charges, etc.
- 7.5.6.Any other items that the Company deems ineligible for the awarding of points in accordance with this Agreement.
- 7.6. Points will be credited to your account at around 1 a.m. three days after the check-out date
 - ▼Flow chart of point allocation



- 7.7. Please note that even if you make a booking via the official website, some room rates may not be eligible to receive points.
- 7.8. In principle, points will not be reissued unless the Company is at fault.

8. Using Points

- 8.1. Points can be used to make bookings at karaksa hotels nationwide.
- 8.2. When you make a booking via the official website, you can apply your points to the room charge in units of 1 point, with a minimum of 10 points (1 point = 1 yen).
- 8.3. Points are valid for 12 months from the check-out date of each booking. Note, however, that points can only be used from the time they are awarded as per provision 7.6 above, and any points that have expired will be forfeited. Please note that if you change or cancel a booking once points have expired, those points will be forfeited since they have already expired.

 $\mathbf{\nabla}$ Flow chart of expiration dates from the time points are awarded to when they expire.



[Ex. Where the check-out date is May 3, 2022, points earned will be credited to the member's account at 1 a.m. on May 6, 2022 and can be used thereafter. These points are valid through May 2, 2023. Irrespective of the May 2, 2023 expiration date, points can be used for all dates for which rooms are available (including dates on or after May 3, 2023)]

- 8.4. It is not possible to utilize point balances in accounts other than that of the account you are logging into at the time of booking.
- 8.5. It may not be possible to use points in respect of some plans that include special offers. There may also be cases in which it will not be possible to combine points with other discount vouchers and/or complimentary tickets.
- 8.6. If you cancel a booking for which points have been used, those points will be returned to your account by 1 a.m. on the day following the date of cancellation. Further, if there is a cancellation fee, points will not be earned for the cancellation fee you are charged.
- 8.7. Points cannot be exchanged for cash.
- 8.8. Points cannot be used at vending machines inside karaksa hotels, for payment of surcharges at the front desk, or for any bookings not made via the official website.

9. Notes on Points

- 9.1. Points can neither be combined with those accrued to a separate account nor transferred to another account.
- 9.2. Points may not be used, loaned, transferred, sold or pledged, etc. to a third party.
- 9.3. Please note that in the event that points cannot be awarded correctly due to a system failure or clerical error, the Company may revise a member's point balance without notifying them to the effect.

10. Modification, Suspension and/or Termination of the Services

10.1. The Company may modify, suspend or terminate the Services, in whole or in part, without prior notice to members. The Company accepts no responsibility for any damages incurred by members or third parties as the result of such modification, suspension or termination of the Services.

11. Disclaimer

11.1. In the event of a force majeure, such as a natural disaster, system or telecommunications failure, or other event not caused by the Company's wilful or gross negligence, the Company shall not be liable for any damages incurred by members as a result of their inability to use the Services.

12. Representations and Warranties

12.1. Members represent and warrant that they will not commit violence, assault, coercion, threats, extortion, fraud or other similar acts against Company customers or employees, or demand a response that exceeds reasonable limits therefrom, either by him/herself or through the agency of a third party.

12.2. Members represent and warrant that they are not a member of or associated with and are not members of a crime syndicate, a group affiliated with a crime syndicate or other antisocial force, or a member of a corporation or other organization whose business activities are supported by a crime syndicate or a member of a crime syndicate.

13. Governing Law

13.1. This Agreement shall be governed by and construed in accordance with the laws of Japan. In addition, this Agreement shall follow Japan Standard Time and Japanese calendar year notation.

14. Agreed Jurisdiction

14.1. The Tokyo District Court shall have exclusive jurisdiction over any and all disputes between members and the Company.

15. Handling of Personal Information

15.1. karaksa hotels shall conduct its business in accordance with <u>the privacy</u> <u>policies of respective karaksa hotel companies</u> in handling the personal information of its guests.

16. Changes to this Agreement

- 16.1. The Company reserves the right to modify this Agreement at our sole discretion. In the event of a modification to the Terms and Conditions, information will be provided on our website. If a member uses the Services following a modification to the Terms and Conditions, the member will be deemed to have agreed to such changes. In addition, in the event of a modification of these Terms and Conditions, only the modified content will remain valid.
- 16.2. The Company shall not be liable for any damages incurred as a result of modifications to this Agreement.

17. Language Used

17.1. The Japanese language is the official language of this Agreement, and in the event of any discrepancy or conflict of interpretation between the Japanese version and any version in another language, the Japanese version shall be the only valid version of this Agreement.

18. Contact for Inquiries

18.1. Please use the following address to contact us for any inquiries regarding this Agreement: <u>https://karaksahotels.com/en/contact/</u>

Established September 2, 2022 Last modified October 11, 2022