

Terms of Use

The Tourism MaaS Promotion Department of the Kii Peninsula Foreign Tourist Acceptance Promotion Council (hereinafter the "Council") has established the "Kii Pass Terms of Use" (hereinafter "Terms") regarding the use of the service operated by the Council (hereinafter "Service").

(Effects of these Terms)

Article 1: These Terms shall apply to all matters regarding the use of the Service by customers (hereinafter "Users").

2. Users shall comply with these Terms when using the Service or any services or content provided on the Service (hereinafter "Content"). The validity, etc. of tickets, etc. purchased by Users via the Content shall be governed by separate rules, except as otherwise provided in these Terms.

3. Users shall be deemed to have accepted these Terms when using the Service via a web browser.

4. In any of the following events, subject to the provisions of Article 548-4 of the Civil Code, the Council may, at its discretion, modify these Terms at any time by giving prior notice of such modification, provisions of the modified Terms, and the effective date of such modification within the Service or by any other method deemed appropriate by the Council.

(1) If modification of these Terms conforms to Users' general interests

(2) If modification of these Terms is not contrary to the purpose of these Terms and is reasonable in light of the necessity of the modification, the reasonableness of the content after the

modification, the content of the modification, and other circumstances pertaining to the modification

5. In the event of any upgrade of the Service, these Terms shall also apply to the upgraded Service.

(Start of the use of the Service)

Article 2: Users may use the Service only after they accept these Terms and the Council approves their use of the Service.

2. When Users become ready to use the Service after accepting these Terms, the Council shall be deemed to give approval as stated in the preceding Paragraph.

(Denial or revocation of use of the Service)

Article 3: Users shall agree in advance that the Council will not provide the Service if the Users refuse to accept these Terms or fail to enter information which is required to be entered in connection with any Content of the Service.

2. Users shall agree in advance that the Council may revoke its approval for their use if they fall under any of the following items.

(1) If it is found that a User has been disqualified from using the Service or Content due to past instances of violation of these Terms, etc.

(2) If it is found that any information is false, incorrect, or missing in a User's application for use of the Service or Content

(3) If it is found that a User has violated the terms of use of any service other than the Service provided by the Council

(4) If a User improperly uses the Service

(5) If a User interferes with operation of the Service

(6) If a User violates these Terms

(7) If a User causes or may cause damages to the Council, other Users, or any third party

(8) If a User is otherwise deemed inappropriate by the Council

(Overview of Service)

Article 4: The Service may be used only after Users access the URL of the Service with a web browser via a communication line and take procedures specified by the Council. Users may use the Service subject to compliance with these Terms.

2. The Service may be used only by the Users themselves. If a User permits any third party to use the Service, the Council shall not be obliged to provide the Service to the User or to said third party.

3. The Service shall refer to the following smartphone-based ticket sales service for transportation, sightseeing, activities, etc., provided by the Council.

4. These Terms shall also apply to services related to tickets (passenger tickets, tickets for facilities and activities, etc.) on the Content.

(Provision of Member Services)

Article 5: Users shall be required to sign in with a Apple ID or Google account (hereinafter "ID") to purchase and use tickets (hereinafter "Member Services") as part of the Service.

(Responsibility to manage ID)

Article 6: Users shall assume full responsibility for the use and management of their own ID that they registered at the time of use of the Service or Content, and shall not make it available, or lend, or assign it to any third party.

2. Users shall be responsible for any damages caused by inadequate management of their ID, or by erroneous or third-party use of their ID, and the Council shall not be responsible for any damages resulting from such use.
3. Upon finding their ID stolen or used by a third party, Users shall immediately notify the Council and obey any instructions given by the Council.
4. The Council shall not assume any responsibility for damages caused to Users due to the use of their ID by a third party. Any use of the Service made with Users' ID shall be deemed to have been made by the Users themselves, and the Users shall be liable for all purchase prices and other obligations resulting from such use.
5. Users shall not use the Service with another User's ID. If a User uses another User's ID to use the Service, the User shall immediately compensate for damages arising from such use and resolve all resulting disputes at their own expense and responsibility.
6. Even if a User forgets their ID due to changing the device used or for other reasons, the Council shall not compensate for any loss due to unavailability of purchased tickets or other causes.

(Usage fees)

Article 7: Users may use the Service free of charge. However, if a User uses a function of the Content

that offers linkage with any ticketing services or uses any service of the Content requiring payment, the User shall be responsible for any payment resulting from such use. Users shall also be responsible for any communication charges required for the use of the Service.

2. Online payment service is a service that enables Users to pay for the use of the Content using a credit card.

3. In order to use an online payment service in the Service, Users shall comply with rules concerning the use of the payment method they use through the online payment service, which are established by the provider of said payment method (which shall include credit card companies and providers of payment services; hereinafter "Payment Method Providers") and the contract, etc. concerning said payment method (hereinafter "Rules for Payment, etc.").

4. If a User who uses an online payment service is obliged to pay usage fees, etc. for the Content, the User shall pay the usage fees, etc. in accordance with instructions given by the Council. Sales processing, the timing for charging the User the amount equivalent to fees, billing statements, due dates, etc. in connection with the use of the credit payment service shall be governed by an arrangement between the Payment Method Provider and the Council, as well as the Rules for Payment, etc.

5. An online payment service may be used only by Users (orderers) themselves who possess or are capable of using the payment method (credit cards, etc.).

6. If usage fees, etc. cannot be paid via the payment method registered by the User in advance (credit cards, etc.), the User shall be responsible for paying the fees by means designated by the Payment Method Provider.

(Changes to tickets)

Article 8: Tickets purchased via the Content may be changed through the Service only before the end of the validity period and before the start of use. However, if the number of users decreases as a result of such change, payment shall be subject to a refund as set forth in Article 9.

(Ticket refunds)

Article 9: Tickets purchased via the Content may be refunded through the Service only during the refund period and before the start of use.

2. Refunds shall be made to the credit account, and shall not be made in cash.

(Handling of personal information)

Article 10: The basic policy of the Council regarding the handling of personal information is to handle personal information appropriately in accordance with these Terms and Japanese laws and regulations pertaining to the protection of personal information. Personal information may be shared among the Council and its related business operators. In such cases, said business operators shall strictly manage the personal information.

(Copyrights, etc.)

Article 11: Copyrights, trademarks, design rights, and other intellectual property rights in information

(text, images, photos, audio and video, etc.), programs, services and procedures provided in the Service and Content (hereinafter collectively referred to as "Works") shall belong to the Council.

(Points of note)

Article 12: In order to ensure their own safety when using the Service, Users shall comply with the following guidelines.

(1) Users shall not use the Service while driving a car or walking, as operating a Service-compatible device or closely watching the screen while driving a car or walking is dangerous and may be against laws and regulations, including the Road Traffic Act.

(2) Users shall be aware that the information provided by the Service is for reference only, and shall rely on the actual situations of sidewalks and roads, road signs, road markings, and other traffic regulations and rules.

(Prohibited acts)

Article 13: In using the Service, Users shall not perform the following acts specified as follows.

(1) Any act which infringes or may infringe copyrights, trademark rights, design rights, other intellectual property rights or other rights of the Council or any third party

(2) Any act which violates or may violate the privacy of any third party

(3) Any act of allowing a third party to obtain location information by permitting the third party to use the Service

(4) Unauthorized access to the Service, attacks on the Service, or any other act which may lead to such access or attacks

(5) Any act which disables or may disable the provision of the Service or which obstructs or may obstruct the provision or operation of the Service

(6) Any act which causes or may cause disadvantage or damages to the Council or any third party

(7) Any act which leads or may lead to criminal acts

(8) Any act of using information obtained through the use of the Service in the course of business, or of making such information available for use by any third party, regardless of the method of use

(9) Any act of using the Service on a device other than a Service-compatible device, including Service-compatible devices which have been illegally altered

(10) Any act of decompiling, disassembling, or reverse engineering of the Service

(11) Any act of using the Service in combination with other applications or services (excluding the Content)

(12) Any act which violates these Terms

(13) Any other acts which are or may be contrary to laws and regulations, public order, or morals

2. Users shall not assign, transfer, or give as security all or part of their contractual status related to the Service and Content to any third party.

3. The Council may suspend the use of the Service by a User if the User violates or may violate these Terms, or if the use of the Service by the User is otherwise considered unreasonable.

(Change and discontinuation of the Content)

Article 14: The Council may change or discontinue the Content (including termination of contracts related to the ongoing Content) without any prior notice to Users.

(Termination of provision of the Service and expiration of these Terms)

Article 15: The Company may change or terminate the provision of the Service without any prior notice to Users. In the event of termination of the provision of the Service, these Terms shall expire concurrently with the termination of the provision of the Service.

2. Notwithstanding the provisions of the preceding Paragraph, the provisions of Article 7 shall remain effective until completion of payment of usage fees, and the provisions of Article 4 Paragraph 2, Article 6, Article 11, Article 13 Paragraph 2, this Article, Article 15, Article 18, and Articles 20 through 22 shall remain effective even after termination of these Terms.

(Measures after termination of provision of the Service)

Article 16: The Council shall delete Users' personal information after a certain period of time has elapsed following the termination of the provision of the Service. However, user information other than personal information may be continuously used as statistical data, etc.

(Temporary suspension of the Service)

Article 17: The Council may temporarily suspend the provision of the Service without any prior notice to Users in any of the following cases.

- (1) In the event of regular or urgent maintenance of the system for the Service

(2) If the provision of the Service is rendered impossible due to fire, power failure, war, riots, disturbances, labor disputes, etc.

(3) If the provision of the Service is rendered impossible due to natural disasters such as earthquakes, volcanic eruptions, floods, or tsunamis

(4) In the event of any suspension or failure of the communication service to be used for the Service

(5) In the event of communication failure due to the usage environment of a Service-compatible device or other reasons

(6) If the Council otherwise determines that temporary suspension of the provision of the Service is necessary for operational or technical reasons

2. When announcing temporary suspension of the Service and making other announcements to Users, the Council shall notify Users in a method it considers reasonable. However, this shall not apply in the case of an emergency, or if the Council cannot notify Users for unavoidable reasons. The Council shall not assume any liability for damages caused to Users as a result of measures set forth in the preceding Paragraph (including unavailability of the Service due to suspension or termination of the Service).

(Disclaimer and compensation for damages)

Article 18: The Council shall not guarantee the completeness, usefulness, accuracy, immediacy, etc. of information provided by the Service or Content, including sightseeing content and map information contained therein, and shall not be liable for any damages incurred by Users or third parties due to the

content, delay, or interruption of said information, unless such damages are attributable to gross negligence or willful misconduct on the part of the Council.

2. In the event that a User causes damages to any third party through the use of the Service or Content, the User shall resolve the issue at their own expense and responsibility and shall not cause any inconvenience to the Council.

3. The Council shall not assume any obligation or liability to Users when it changes or terminates the provision of the Service or Content under Articles 15 and 16 of these Terms.

4. Users shall acknowledge that all or part of the Service or Content shall be unavailable in any of the following cases, and that the Council shall not assume any liability for loss or damages caused to Users or any third party as a result of such unavailability (except for loss or damages attributable to gross negligence or willful misconduct on the part of the Council).

(1) If there is any error in the information submitted by Users

(2) If Users have a Service-compatible device or peripheral equipment for the device that is not correctly installed or connected, does not operate properly due to failure, damage, or defects, is inappropriate in the combination of the situations above, or has its functions set in a manner that obstructs the use of the Service or Content

(3) If the provisions of instruction manuals of the Service-compatible device or its peripheral equipment are not complied with

(4) If electric power is not normally supplied to the device or its peripheral equipment, such as a depleted battery in the Service-compatible device

- (5) If the Service-compatible device or its peripheral equipment have not been turned on
6. The content of functions available to Users may vary depending on their Service-compatible device, application, or web browser, whether or not the OS of their Service-compatible device has been upgraded, or other factors, and the Council shall not guarantee that all functions of the Service will be available to Users.
7. The Council shall not assume any liability even if Users' Service-compatible device, computer, or other equipment is damaged (including virus infection), any information or program stored therein is lost or becomes defective, or Users incur other disadvantage or loss, through the use of the Service.
8. If any User causes damages to the Council through an act contrary to these Terms or any other terms related to the Content, or an unjust or illegal act, the Council may demand compensation from the User.
9. Except in the case of willful misconduct or gross negligence on the part of the Council, the Council shall be liable to compensate Users only for damages up to 10,000 yen for direct ordinary damages caused by default or tort for reasons attributable to the fault of the Council in connection with the provision of the Service.

(Disclaimer concerning the accuracy of GPS information acquisition)

Article 19: Location information to be used in the Service shall refer to the latitude and longitude information obtained through the GPS function installed in Service-compatible devices and information from the base station (only the information from the base station will be used if the

Service-compatible device does not have a GPS function). As the GPS function installed in Service-compatible devices uses signals from satellites, GPS signals may be difficult to receive or may not be received while in buildings, areas with a number of high-rise buildings, near high-voltage lines, or near dense forests. In such cases, the location will be measured only on the basis of information from the base station. Additionally, information from the base station may not be properly received due to the establishment situation of the base station or the reception conditions for Service-compatible devices. In such cases, location information may greatly deviate from the actual location or may not be obtained, but the Council shall not be responsible for any such situations.

(Elimination of anti-social forces)

Article 20: If it is found that a User is part of anti-social forces (which shall refer to a member or quasi-member of an organized crime group, an officer, etc. of a company affiliated with an organized crime group, a corporate racketeer (“sokai-ya”), a member of an organized crime group posing as social activists, a member of an organized crime group specializing in intellectual crimes, any other person equivalent thereto, or a person for whom five years have not passed since they cease to fall under any of the items listed; the same shall apply hereinafter in this Article), or have relationship with anti-social forces that falls under any of the following items, the Council may terminate the use of the Service without any prior notice.

- (1) If it is recognized that Users have used anti-social forces in an unjust manner, such as for the purpose of making unjust profits for themselves or a third party, or with the aim of inflicting damages on a third party

(2) If it is recognized that Users are involved with anti-social forces, such as providing them with funds or benefits

(3) If Users have other socially condemnable relationships with anti-social forces

2. If Users perform or use a third party to perform any of the following acts, the Council may terminate the use of the Service without any prior notice.

(1) Demands conducted with violence

(2) Unreasonable demands beyond legal responsibility

(3) Use of intimidating words or actions, or use of violence

(4) Any act of spreading rumors, or using deception or force to damage confidence or obstruct business operation

(5) Any other acts similar to the preceding items

3. If the Council suspends the use of the Service under the provisions of the preceding Paragraphs, the Council shall not be obliged to compensate or indemnify any damages to Users. If the Council suffers damages, Users shall compensate the Council for the damages (including fees for attorneys and other experts, as well as personnel expenses incurred by the Council in resolving the issue).

(Severability)

Article 21: Even if any provision of these Terms is determined to be invalid or illegal by a court decision, etc., the other provisions of these Terms shall not be affected thereby and remain effective.

(Governing laws and jurisdiction on agreement)

Article 22 These Terms shall be governed by the laws of Japan. The court having jurisdiction over the location of the secretariat of the Council shall have exclusive jurisdiction in the first instance for any litigation related to these Terms between the Council and Users.