

JTB GMT Web Service Terms & Conditions for Overseas Travel Agents

The Terms & Conditions stipulates various terms and conditions for the use of Web Service provided by JTB GMT. It constitutes the terms and conditions of the use agreement between the JTB GMT and the User in connection with the use of the Web Service ("Agreement"). The Terms & Conditions shall also apply to any ancillary contract or agreement including but not limited to XML SERVICE CONNECTIVITY "GACCESS" AGREEMENT and any other memorandum of understanding arising from or related to Web Service.

Section 1 Definition

Article 1 Definition

The Definition of the words used in JTB GMT Web Service Terms & Conditions for overseas travel agents shall unless the meanings are defined otherwise, mean as follows:

- (a) "JTB GMT" shall mean JTB Global Marketing & Travel Inc., having its principal office in Japan and established by Japanese laws:
- (b) "Web Service" means collectively, application software, application programs, and interfaces for search and online services that enable User to offer Travel Service(s):
- (c) "User" shall mean travel agency who use the Web Service:
- (d) "Web Service T&C" shall mean this JTB GMT Web Service Terms & Conditions for Overseas Travel Agents:
- (e) "Reservation" shall mean bookings of Travel Service(s) offered by User and accepted by JTB GMT through Web Service:
- (f) "Travel Service(s)" shall mean either: (i) arrangement of Accommodation or (ii) arrangement of Tour (combination of accommodation, transportation, restaurant, guide or any other service related to travel materials):
- (g) "Supplier(s)" shall mean the independent entity which provides accommodation, transportation, or any other service related to travel materials.

Section 2 Usage of the Web Service

Article 2 Registration of the Web Service

1. User who desires to use the Web Service shall send the Business Partner Registration Form to JTBGMT. User shall be deemed to have accepted the content of Web Service T&C by the submission of the Business Partner Registration Form.
2. JTB GMT shall evaluate the Business Partner Registration Form, connectivity of Web Service, and entitled to require a payment method, security measures as a precondition using Web Service. JTB GMT may refuse the registration and the use of Web Service at its sole discretion.

3. Web Service shall be only used by the travel agency.
4. After the evaluation, JTB GMT shall send an ID and an initial password to the User. The User shall immediately change the initial password. Agreement between JTB GMT and the User is established upon transmission of an ID and an initial password to the User, and User shall be bound by the Web Service T&C.
5. Please refer to how-to manuals about the details of Web Service.

Article 3 Management of IDs or Passwords

1. User shall properly manage ID and its passwords at its own expense and responsibility.
2. User may issue sub-ID(s) and its passwords as needed at its sole discretion for its employees. The User shall properly manage sub-IDs and their passwords at its own expense and responsibility.
3. User shall not permit the third party to use any of ID, sub-IDs, and its passwords.

Article 4 Technology/Third Party Interoperation

1. User shall be responsible for the operation, hosting, and maintenance of its technology, including all resources necessary to access the Web Service at its own expense and responsibility. User shall ensure that any acquired, purchased, or procured software and equipment is operational and compatible with the Web Service.
2. Through the usage of the Web Service, the Web Service interoperates with a range of third-party services. JTB GMT shall not make any warranty or representation on the availability of those services. In no event shall JTB GMT be liable for the unavailability of any Web Service due to the unavailability of interoperated third-party services, and the User is not entitled to any refund, discount, or other compensation.

Article 5 Maintenance

JTB GMT may, at its sole discretion, perform maintenance of the Web Service as needed.

Article 6 Usage Fee of the Web Service

User may use the Web Service free of charge, except for the payment of fees as provided in Article 10 and Article 11.

Article 7 Disclaimer of Warranty

Except as expressly provided in this Web Service T&C, Web Service is provided “As is” and “As available” without warranty of any kind. To the fullest extent permissible under applicable law, JTB GMT expressly disclaims any representations, warranties, or conditions in connection with this Web Service T&C, whether express, implied, statutory, or otherwise, including without limitation, warranties of merchantability, fitness for a particular purpose, of usage of trade, of course of dealings, of accuracy, or completeness of results, data or information, all with regards to the Web Service. JTB

GMT does not guarantee continuous or uninterrupted access to Web Service or that the same will be completely secure or error/bug-free. Operation of the Web Service may be interrupted by numerous factors outside of JTB GMT's control.

Section 3 Bookings of Travel Service(s)

Article 8 Offer/Acceptance of the Travel Service(s)

1. User may offer bookings of the Travel Service(s) through Web Service.
2. Bookings of the Travel Service(s) shall be accepted when an approval sign (confirmation) is displayed on the Web Service.
3. Reservation shall be treated as a legally binding contract under the Web Service T&C.
4. User cannot change Reservation. In order to make changes to the Reservation, User shall cancel the Reservation and re-offer bookings of Travel Service(s) through Web Service.
5. JTB GMT shall arrange Travel Service(s) with reasonable care, skill, and in a diligent manner.
6. Travel Service(s) shall be provided by the Supplier(s) as displayed on the Web Service.

Article 9 Responsibility of Travel Service(s) and Maximum Liability

1. JTB GMT shall arrange Reservation as displayed on Web Service.
2. User agrees and acknowledges that JTB GMT act as service arranger of Travel Service(s) and Supplier(s) is an independent entity not under JTB GMT's control. Therefore, JTB GMT is not liable for any personal injury, illness, property damage, or other loss or expense of any nature whatsoever arising directly or indirectly out of or in relation to any act or omission of Supplier(s).
3. JTB GMT or User shall compensate for any loss or damage (including reasonable attorney fees) incurred by the other party due to breach of Web Service T&C by its willful misconduct or negligence; provided that the maximum aggregate liability of JTB GMT under or in connection with the Web Service T&C or relating to the Travel Service(s), whether in tort (including negligence), breach of statutory duty or otherwise, must not exceed an amount equal to the fees paid by User under the Web Service T&C in the previous twelve (12) months.
4. User agrees and acknowledges that JTB GMT shall not be liable for any consequential, incidental, special, indirect, economic, exemplary, aggravated, or punitive damages whatsoever (including but not limited to damages for loss of business or personal profits or revenue, failure to realize expected savings, loss of business or information, or any other pecuniary loss) arising out of or in any way related to this Web service T&C or the use of or inability to use the Web Service, even if JTB GMT has been advised of the possibility of such damages or if such damages were foreseeable.

Article 10 Fees

User shall pay JTB GMT the agent rates displayed on Web Service in exchange for the arrangement of Travel Service(s).

Article 11 Cancellation of Travel Service(s)

User shall be liable for the cancellation fee that may be imposed pursuant to the cancellation policy displayed on the Web Service.

Article 12 Currency

The currency shall be Japanese yen (JPY).

Article 13 Payment Method

JTB GMT is entitled to choose either payment method set forth below. JTB GMT is also entitled to change the payment method at its sole discretion.

(a) Credit Card Charge

1. JTB GMT may refuse the usage of credit card at its sole discretion
2. In the event that any monetary obligations are defaulted due to a chargeback or any other reason whatsoever, the User shall pay monetary obligations in the way determined by JTB GMT.

(b) Monthly Payment

1. The closing of the payment shall be the end of every month on the basis of (i) For Accommodation: the check-in date, or (ii) For Tour: departure date. JTB GMT shall issue an invoice to the User by the 5th day of the next month of the closing month.
2. The User shall pay the amount by the due date agreed in the Business Partner Registration Form. The expense necessary for the payment shall be borne by the User.

Article 14 Bank Guarantee or Deposit

For the Monthly Payment outlined in Article 13(b) JTB GMT is entitled to choose the security measures below or other security measure. JTB GMT is also entitled to change the security measures at its sole discretion.

(a) Bank Guarantee

1. JTB GMT shall determine the amount of guarantee according to the User's business conditions, including but not limited to asset conditions and business volume.
2. The User shall submit letters of bank guarantee to JTB GMT before the usage of Web Service. User shall annually submit the letters of bank guarantee to JTB GMT.
3. JTB GMT may demand to increase the guaranteed amount according to the User's business conditions, including but not limited to asset conditions and business volume.

(b) Deposit

1. JTB GMT shall determine the amount of deposit according to the User's business conditions, including but not limited to asset conditions and business volume.
2. User shall remit the amount of deposit by telegraphic transfer to the bank account designated by JTB GMT before usage of the Web Service.
3. If the User fails to make a payment, JTB GMT may allocate the deposit at any time at its sole discretion. In such cases, the User shall immediately compensate the amount of deficit.
4. JTB GMT may demand to increase the amount of the deposit according to the User's business conditions, including but not limited to asset conditions and business conditions. The User shall promptly remit the increased amount.
5. JTB GMT shall refund the deposit after deducting all monetary obligations which the User should pay subject to the Web Service T&C within sixty (60) days after the termination of the Agreement or change of security measure. No interests shall be added to the refund.
6. The User cannot request JTB GMT to allocate the deposit to its monetary obligations.

Article 15 Prohibition of Utilization of the Web Service

1. JTB GMT is entitled to cancel all or part of the Reservation and /or suspend, restrict the use of the Web Service at its sole discretion if:
 - (i) Web Service is used for procurement of potential future bookings;
 - (ii) User send massive traffic to the Web Service;
 - (iii) Web Service is not used for the actual traveler; and
 - (iv) (For the arrangement of accommodation) Web Service is used for group of ten (10) or more travelers.
2. JTB GMT shall not be liable for any damage caused to the User arising out or related to the above cancellation, suspension and restriction of use. In addition, the User shall be liable for any damage JTB GMT suffered arising out or related to the above utilization.

Section 4 Restriction, Security etc.

Article 16 Modifications etc.

JTB GMT may, from time to time, upon providing prior notice to the User, make modifications, upgrades, and enhancements to the Web Service. User shall upgrade to a new release of the Web Service upon notice from JTB GMT. User's failure to upgrade its access to the service under the foregoing may result in an interruption of the Web Service.

Article 17 Restrictions

User shall not link, transfer, sell, sublicense, or otherwise knowingly distribute or provide access to the Web Service.

Article 18 Security

User shall not introduce into Web Service, databases, or software any virus or any other contaminants (including, but not limited to, codes, commands, instructions, devices, techniques, bugs, web bugs, or design flaws) that may be used to access, alter, delete, threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, inhibit, or shut down JTB GMT's and interoperated third party's computer systems, databases, software, or other JTB GMT information or property. User shall implement industry-standard security measures to protect Web Service network devices and/or the data processed thereon at its own expense and responsibility.

Article 19 Content Ownership: Licenses

1. JTB GMT shall own and retain all rights, title and interest in and to each of the Web Service and all of the content, including without limitation, JTB GMT's trademarks, logos, trade names, service marks, information, text, graphics, links, documents, data, materials, tools, icons, audio, visual, software, symbols, and characters incorporated into and available through the Web Service, and all patent, trademarks, copyright, trade secret and other intellectual property rights therein (collectively the "Content"). Nothing contained in this Web Service T&C will be construed as conferring upon User, by implication, operation of law or otherwise, any other license or other rights in or to the Content or Web Service. User shall not take any action inconsistent with JTB GMT's ownership of each of the Content or Web Service.

2. User shall not, and shall not assist, permit or authorize others to (i) copy, reproduce by any means (including, but not limited to, mechanical, electronic, photocopying, recording or otherwise), access, modify, alter, adapt, decrypt, decompile, disassemble, reverse engineer, sell, lease, sublicense, assign, pledge, encumber, distribute, or otherwise transfer or retransmit the Content or Web Service, or access, view, create, derive or attempt to determine the source code of (or underlying ideas, algorithms, structure or organization of) the Content or Web Service or create, prepare or reproduce derivative works of or from the Content or Web Service, either in electronic or printed format; (ii) remove, alter or conceal any copyrights and/or trademark notices or other ownership or identification notices, warnings or restrictions; or (iii) perform any action, including, but not limited to, data mining or any similarly disruptive practice that is intended to or does interfere with the development, operation, or maintenance the Web Service.

Article 20 Non-use of Name

User shall not use JTB GMT's name, mark, symbol, or other brand identifiers in any advertising or promotional media without obtaining the prior written consent of JTB GMT.

Section 5 General

Article 21 Force Majeure

Neither party shall be deemed in default or otherwise liable under this Web service T&C due to its inability to perform its obligations because of any fire, earthquake, flood, substantial snowstorm, hurricane, accident, explosion, casualty, infectious disease, epidemic, contagious disease, strike, lockout, labor controversy, riot, civil disturbance, the act of a public enemy, embargo, war, or any change in municipal, country, provincial, or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure of power, communications system or any other cause beyond party's reasonable control, to the extent that such failure to perform results from a cause reasonably out of such party's control.

Article 22 Delinquency Charges/Release of Reservation

If User fails to pay its monetary obligations against JTB GMT by the due date, JTB GMT is entitled to either: (a) require User to pay its monetary obligations by adding three (3) % delinquency charge a year with calculating from the next day of the due date; or (b) cancel Reservation at its sole discretion. JTB GMT shall not be liable for any damage or loss caused to the User regarding the cancellation.

Article 23 Confidential

1. User and JTB GMT acknowledges that any information about the other's business which is not publicly known, including, without limitation, trade secrets, know-how, technology specifications, traveler lists, traveler information, sales, cost or other unpublished financial information, marketing data, and any other information of a party which is marked or identified as, or provided under circumstances indicating that it ought to be treated as confidential, is a confidential proprietary information ("Confidential Information").
2. User and JTB GMT shall treat as confidential all Confidential Information of the other, shall not use such Confidential Information except, as set forth herein, shall not disclose such Confidential Information to any third party. User and JTB GMT may disclose Confidential Information of the other to their employees only on a need-to-know basis and only if they are bound by confidentiality obligations not materially less restrictive than those set forth herein. Without limiting the foregoing, each shall use at least the same degree of care that it uses to prevent the disclosure of its confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other under this Web Service T&C. User and JTB GMT shall promptly notify the other of any actual or suspected misuse or unauthorized disclosure of the other's Confidential Information.
3. Notwithstanding the above, the obligation of confidentiality does not apply to any disclosure or use of Confidential Information: (i) was publicly available at the time it was disclosed or has become publicly available through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure; (iii) was independently developed by the receiving party without any use or reference to the Confidential Information of the disclosing party; (iv) became known to the receiving party, without restriction, from a source other than the disclosing party,

without breach of this Web Service T&C by the receiving party and otherwise not in violation of the disclosing party's rights; or (v) is disclosed pursuant to the order or requirement of a court, regulatory entity or stock exchange, administrative agency or other governmental body; provided, however, that the party who disclose or use shall promptly notify the other the order or requirement set for the in subsection (v) to enable the other to seek a protective order or otherwise prevent or restrict such disclosure.

4. Promptly upon termination or expiration of the Agreement, each shall, concerning any Confidential Information of the other in its possession or control, either destroy such Confidential Information or return to the other such Confidential Information.

Article 24 Personal Information

JTB GMT shall legally deal with personal information provided by the User subject to the Japanese Act on the Protection of Personal Information and other applicable laws.

Article 25 No Assignment

User shall not assign, transfer or pledge the position of the Agreement, Reservation, and any rights or obligations arising from the Agreement without obtaining the prior written consent of JTB GMT.

Article 26 Terms of Agreement

1. Web Service T&C shall become effective when JTB GMT sends an ID and an initial password to the User. Unless terminated, the Agreement shall continue to be effective for one (1) year thereafter; provided however that the term of Agreement thereafter be automatically renewed for successive one (1) year extension periods unless terminated by either party by giving written notice of termination to the other at least thirty (30) days in advance of the following renewal date.

2. The provision of Article4, Article7, Article9, Article 11, Article15, Article 19, Article20, Article23, Article30, Article31, Article32, Article33, Article 34, and Article 35 shall survive after termination of the Agreement.

Article 27 Termination of Web Service

If JTB GMT determines to terminate the Web Service, JTB GMT is entitled to fully cancel a Reservation with an announcement through the Web Service ninety (90) days before termination.

Article 28 Termination

1. User or JTB GMT can terminate the Agreement at any time for any reason by providing sixty (60) days prior written notice to the other.

2. If User or JTB GMT commits any material breach of any material provision of this Web Service T&C, the other will have the right to terminate the Agreement by written notice unless the breaching party cures such breach within thirty (30) days after receiving written notice from the non-breaching

party describing such breach in detail.

3. User or JTB GMT may terminate the Agreement if either is declared insolvent or bankrupt, or if it voluntarily files a petition in any court to declare bankruptcy or liquidation or for reorganization under any bankruptcy or insolvency law or statute, or if either enters into any analogous situation or position under the law of any relevant jurisdiction or ceases to conduct business contemplated for it under this Web Service T&C.

4. In the event of any breach or reasonably anticipated breach of this Web Service T&C by User, in addition to any other remedies available at law or equity, JTB GMT is entitled to, at its sole discretion, to promptly suspend User's usage of the Web Service to prevent any harm to Web Service or interoperated third party's system. The exercise of any right by JTB GMT to suspend Web Service or terminate the Agreement shall not result in a breach of this WEB Service T&C by JTB GMT, and neither of such right, nor any consequence thereof, shall give rise to or be the basis for any claim by User of for any liability to JTB GMT, whether in contract, tort or otherwise, even if JTB GMT was informed or aware of, or otherwise could have anticipated the possibility of, such consequence.

Article 29 Notice

Any notice or other communication required or permitted to be delivered or provided under this Web Service T&C shall be in writing in English and shall be delivered by hand, by postage-paid registered and express airmail, by paid courier service, or by email and shall be deemed to have been delivered or provided when so delivered by hand, if sent by airmail, five business days after the date of mailing, if sent by courier service, upon reasonable confirmation of delivery, or if by email, within the date of such email transmission at the designated respective addresses or email addresses (or to such other address or email address as shall be specified by any of the foregoing methods).

Article 30 No Waiver

No waiver of any term, provision, or condition of Web Service T&C, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition, or of any other term, provision, or condition of the terms and conditions or agreements.

Article 31 Severability

If a court of competent jurisdiction holds that any provision of Web Service T&C is invalid or unenforceable, the remaining portions of the terms and conditions or agreements will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intention of the parties.

Article 32 Governing Law

Web Service T&C shall be governed by and construed under the law of Japan, excluding its conflict

of law principles.

Article 33 Arbitration

All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with Web Service T&C shall be finally settled by arbitration in Tokyo, in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association.

Article 34 Language

The governing language of Web Service T&C shall be English. If a translation hereof is made for reference purposes, only the English original shall have the effect of a contract, and such translation shall have no effect.

Article 35 Change and effect of the Web Service T&C

JTB GMT is entitled to change the Web Service T&C at any time; provided however that if the changes are important, for example including disadvantageous changes for User, JTB GMT shall notify User 3 (three) months in advance. In such case, the User may terminate the Web Service T&C by sending written notice to JTB GMT within 1 (one) month before the day of change of the Web Service T&C, however, if the day of 1 (one) month before the change of the Web Service T&C has passed while the User fails to request JTB GMT to cancel, the User shall be deemed to agree to be changed to the content of the new Web Service T&C. The effect of the new Web Service T&C shall also apply to any ancillary contract including but not limited to XML SERVICE CONNECTIVITY “GACCESS” AGREEMENT and any other memorandum of understanding arising from or related to Web Service T&C.

JTB Global Marketing & Travel
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