



Tokyo Accommodation

## Internet Reservation System Agreement

This page contains the agreement governing usage of the Luxyz's Internet Reservation System (hereinafter referred to as the "Agreement") . Luxyz, LLC. (hereinafter referred to as "Luxyz"), establishes the following terms and conditions of Luxyz's Internet Reservation System (hereinafter referred to as the "System"), which Luxyz operates for its guests (hereinafter referred to as the "User"). The User of the System agrees to comply with the Agreement in full and will use the System in accordance with the Agreement.

### Article 1 (Services Provided by the System)

User can reserve certain services that Luxyz offers on its home page (hereinafter referred to as the "Home Page") .

### Article 2 (Items Needed When Using the System)

To use the System, the User must have the following items:

1. An e-mail account, which can be used for sending and receiving e-mails;
2. An electronic device such as a PC or smartphone, with internet capability.

### Article 3 (Conditions Governing Use of the System)

Use of the System is limited to those who agree in full to this Agreement. When the User makes reservations through the System, Luxyz understands that the User has agreed to the Agreement in full and will use the System in accordance with the Agreement.

### Article 4 (Troubles Caused by User's Computer Environment)

Use of the System is limited to those who have properly set-up applications, such as language and email, on their electronic devices. Luxyz shall not be held responsible for any losses or damages resulting from the use of improperly set-up electronic devices, except in such instances where there is sufficient reasonable evidence the negative outcome was due to negligence attributable to Luxyz. Luxyz shall also not be held responsible if the System does not operate properly due to causes beyond the Luxyz's control, including but not limited to, any issues associated with the User's electronic



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device or internet access settings, even under circumstances that are in accordance with the conditions mentioned above, except in such instances where there is sufficient reasonable evidence the negative outcome was due to negligence attributable to Luxyz.

### **Article 5 (Priority of System Reservations)**

Reservations requested through the System shall not be extended priority over reservations made through other means (i.e., by telephone). Therefore, some reservation requests made through the System may not be accepted when services are not available due to being sold out.

### **Article 6 (Compliance with Terms When Using Reserved Services)**

User shall comply with Luxyz's Terms and Conditions of Accommodation and any other terms of service established separately by Luxyz when using reserved services.

### **Article 7 (Reservation Input)**

1. The User is required to enter all the required personal data on the reservation form provided online;
2. If personal data input is insufficient or inaccurate, the reservation will not be valid.

### **Article 8 (Confirmation of Reservation)**

Reservations through the System will be submitted and then confirmed by our staff, and a reservation confirmation will be sent to the User.

### **Article 9 (Cancellations and Changes to Reservations)**

Any cancellation or amendment to a reservation shall be accomplished by replying to the reservation confirmation e-mail.

### **Article 10 (Cancellation Charges)**

When the User cancels a reservation for their own reason, they shall be charged a cancellation charge in accordance with Luxyz's Terms and Conditions of Accommodation. Please feel free to contact us for further details.

### **Article 11 (Security of Personal Information Entered in the Home Page)**



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Kindly refer to the details regarding the security of your personal data on the Home Page as indicated in the section entitled "Guide to personal information processing."

### **Article 12 (User Responsibilities)**

1. The User shall be responsible for their conduct and the results of any conduct realized through their e-mail account, except in such instances where the outcome is due to the Luxyz's negligence. Furthermore, if User causes a third-party damage by using the System, the User shall be responsible for such damages and must settle all disputes with the concerned third party at their own responsibility and expense.
2. Luxyz retains the right to claim damages and require the User to pay damages when the User causes the Luxyz and/or the System damage due to any of the following conduct:
  - - Breach of this Agreement, Terms and Conditions of Accommodation or any other terms of service established separately by Luxyz;
  - - Transmission or writing-in of harmful computer programs;
  - - Transmission or writing-in of a third party's information;
  - - Use of the System for purposes other than the User's personal purposes without the Luxyz's consent; and
  - - Any conduct in violation of Japanese law.

### **Article 13 (Observance of the Basic Rules)**

1. When using the System, the User is required to observe accepted manners, morals, and technical regulations for using internet.
2. The use of the System for commercial purposes, such as making reservations for a third party for profit, is strictly prohibited.

### **Article 14 (Right of Refusal)**

Luxyz may refuse use of the System and accommodation to any User who acts in a manner that is to the detriment of any third party, who acts in a manner that is likely to interfere with Luxyz's service, or who acts in a manner deemed inappropriate by Luxyz.

### **Article 15 (Suspension of the System)**



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Luxyz may temporarily suspend the System without prior notice to User or without the Users' consent when:

1. Maintenance or upgrading activity is conducted on the System;
2. Natural disaster, force majeure or any other emergency occurs, or when there is a danger of such emergency, and it results in difficulty operating the System; or
3. Luxyz deems it is necessary to suspend the System for reasons related to operations of the Home Page or the System itself.

### **Article 16 (Changes to the System)**

The operation of the System, or the System itself, may change without prior notice to the User when it is deemed necessary by Luxyz. User is therefore required to read the Agreement each time they use the System.

### **Article 17 (Governing laws)**

The System shall be operated and used in accordance with the laws of Japan.

### **Article 18 (Amendment of the Agreement)**

1. The Agreement corresponds to the standard contract terms and conditions provided in the Civil Code. The provisions within the Agreement may be amended in accordance with the provisions of the Civil Code when it is to the general benefit of the User, or there are reasonable grounds for such amendment.
2. When the Agreement is amended, the amended provisions shall be displayed on Luxyz's designated web site. The amendment of the Agreement becomes effective on the effective date listed in said web site.

### **Article 19 (Validity of the Agreement)**

This Agreement becomes effective on Jan 1, 2024 (Japan Standard Time)