# **Terms of Conditions**

The following translation is for informational purposes only. In the case of conflict between this translation and the Japanese version (including due to mistranslation), the Japanese version shall prevail.

### 1. Definitions

- 1) This Terms and Conditions (hereinafter referred to as "this T&Cs") apply to the use of the website https://apj-didglobal.com, which is an online application system and settlement system,(hereinafter referred as "this website") which is owned and managed by DID-GLOBAL Co., LTD., 2-3-14 Uchihiranomachi, Chuo-ku, Osaka, 5400037 Japan(herein referred as "We", "us", "our")
- 2) These pages, the content, and infrastructure of these pages and the online reservation service (including the settlement service, hereinafter collectively referred as "APJ service") on these pages and through this website are provided and operated by us, borrowing from DID-GLOBAL (hereinafter referred as "Apartment Japan") which is the owner of Apartment-Japan.com.
- 3) This T&Cs, as may be amended from time to time, apply to all our services made available online, through any mobile device, by email, or by telephone. By accessing, browsing, and using our (mobile) website or any of our applications through whatever platform (hereafter collectively referred to as the "Platform") and/or by completing an application, you acknowledge and agree to have read, understood, and agreed to the terms and conditions set out below (including the privacy policy).
- 4) We reserves the right to update the T&Cs with effect for the future if economic or legal reasons require an adjustment. If we update this T&Cs, we announce it on this website.
- 5) Note that we may have, declare applicable, and/or require (acceptance of) in addition to the policies and fine print as disclosed on the website, our own terms and conditions and house rules for the use, access, and consummation of the Property (which may include certain disclaimers and limitations of liability).
- 6) "Platform" means the (mobile) website, system and app of Apartment-Japan.com and this website on which the rental property search service and the online reservation service (including the facilitation of settlement service) is made available, which owned, controlled, managed, maintained, and/or hosted by Apartment Japan.
- "Property" means the various different rental properties and services that can be rented, purchased, provided, reserved, combined, or consummated by you.
- "Users" means the users of this website who visit, conduct browsing, search, comparison, examination, inquiry, application, reservation, etc. for the purpose of renting a residential property.
- "APJ Service" means the online reservation and application for rental, settlement service as offered by this website in respect to various properties and services as from time to time made available by us on the Platform.
- "Rental Application" means the application and the reservation of a rental property (including a purchase of optional services), the receipt of all relevant documents and information requested by the 'member' and the payment of the application deposit has been verified as received.
- "Contract" means to submit all required documents, agree to the contents of the lease agreement, sign on it, and complete the payment of all contract money.

## 2. Scope & Nature of Our Service

We use an online platform of Apartment-Japan.com and provide through which we—in our professional conduct of business (i.e. B2C or B2B)—can advertise, market, sell, promote, and/or offer (as applicable) our products, properties and services for order, purchase, reservation, hire, and through which relevant visitors of the Platform can discover, search, compare, and make an order, reservation, purchase, or payment (i.e. the APJ Service). By using or utilizing the APJ Service (e.g. by making a Rental Reservation through the APJ Service), you enter into a direct (legally binding) contractual relationship with us with which you make a reservation or purchase a product or service (as applicable). From the point at which you make your Rental Reservation, Apartment Japan acts solely as an intermediary between you and us, transmitting the relevant details of your Rental Reservation to us and sending you a confirmation email for and on behalf of us.

When rendering our APJ Service, we are fully responsible for updating all rates/fees/prices, availability, policies and conditions, and other relevant information which is displayed on the Platform. Although we will use reasonable skill and care in updating the information, we will not verify if, and cannot guarantee that all information is accurate, complete, or correct.

# 3. Privacy and Cookies

We and Apartment Japan respects your privacy. Please take a look at our Privacy and Cookies Policy for further information.

## 4. Credit Card or Bank Transfer

If applicable and available, we offer the opportunity for Rental Reservations to be paid (wholly or partly and as required under our payment policy) during the Rental Reservation process, by means of secure online payment (all to the extent offered and supported by your bank). Payment is safely processed from your credit card through a third party payment processor.

Check the (reservation) details of your property or service of choice thoroughly for any such conditions prior to making your Rental Reservation. We consider that you applied after understanding and approving all application conditions.

## 5. Correspondence and Communication

By completing a Reservation, you agree to receive (i) an email which we may send you shortly prior to your arrival date, giving you information on your destination and providing you with certain information and offers (including third-party offers to the extent that you have actively opted in for this information) relevant to your rental property (Reservation) and destination, and (ii) an email after

arrival to rate (the experience with) us and the APJ Service.

In order to duly complete and secure your rental reservation, you need to use your correct email address. We and Apartment Japan are not responsible or liable for (and have no obligation to verify) any wrong or misspelled email address, or inaccurate or wrong (mobile) phone number or credit card number.

### 6. Miscellaneous

To the extent permitted by law, these terms and conditions and the provision of our services shall be governed by and construed in accordance with Japan law and any dispute arising out of these general terms and conditions and our services shall exclusively be submitted to the local courts in Osaka, Japan.

The original Japanese version of these Terms and Conditions has been translated into English. The translated version is a courtesy only and not an official contract. In the event of a dispute about the contents or interpretation of these terms and conditions or inconsistency or discrepancy between the Japanese version and the English version of these terms and conditions, the Japanese language version to the extent permitted by law shall apply, prevail and be conclusive.

If any provision of these terms and conditions is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions.

#### 7. Effective Date

The Terms of use shall become effective from March 1, 2019.