

## **Terms and Conditions for Web Photo Plans**

Watabe Wedding Co., Ltd. (hereinafter referred to as “the Company”) herein sets forth the terms and conditions for wedding photo plans (hereinafter referred to as “the Web Photo Plans”) sold on its website (hereinafter referred to as “the Website”), as follows:

The terms and conditions or services charges may be changed without notice.

### **Article 1 Contractual Coverage**

- (1) Upon purchasing the Web Photo Plans, the customer (hereinafter referred to as “the Customer”) shall enter into a wedding photo contract with the Company in order to receive services necessary for photo shoot, including arrangement of photographers and places for photo shoot, and dresses (hereinafter collectively referred to as “the Services”).
- (2) The Customer and the Company shall enter into a basic plan contract (hereinafter referred to as “the Basic Contract”) and if necessary, a contract for additional services (hereinafter referred to as “the Option Contract”).
- (3) This terms and conditions for the Basic Contract and the Option Contract (hereinafter collectively referred to as “this Contract”), shall be supplemented by the following documents (hereinafter collectively referred to as “the Documents”).
  1. Particulars, sales prices, and conditions for cancellation of the Services published on the Website (hereinafter referred to as “the Published Conditions”)
  2. The final confirmation of arrangements, which the Customer may confirm on “My Wedding Page” created on the Website after the completion of the application.

The final confirmation will generally be fixed 7 to 3days before the date of the Customer’s departure. However, if the Customer does not inform the Company of their place of accommodation, flight information and other necessary information of their travel, the Company will not be able to schedule meetings and other necessary events and process their application. The aforementioned information is essential for the application. The Customer is advised to inform the Company of it via My Wedding Page immediately.

### **Article 2 Attention**

- (1) In the event that, the Customer or an attendant of the photo shoot shall be rendered unable to carry on the photo shoot due to their

medical conditions, disability or other reasons, the company may cease the operation and take the necessary measures at its discretion. In such case, the Company is not obligated to undertake the services again.

- (2) In the event that, the Customer or an attendant shall cause or be deemed to cause nuisance to other customers, or disturb or deemed to disturb the safe and smooth operation of the Services, the Company may decline the attendance of such person.
- (3) If the Customer does not arrive by the designated time set beforehand, the Company may decline to provide the Services to such Customer.
- (4) The Company declines the attendance of an organized crime group, a member of an organized crime group, a related company or association of an organized crime group, any other equivalent person of above or other antisocial forces.
- (5) Should the Customer use violence or force, intimidate through a threat, blackmail, make a coercive injustice demand, or make an unreasonable demand beyond its legal entitlement, or should the Customer have engaged in any aforementioned injustice activity in the past, the Company shall decline the application of such Customer.
- (6) The customer shall make the application to the Company with its real name. The Company may, in no event, accept the reservation under a non-real name.
- (7) In the event that, the Ministry of Foreign Affairs of Japan shall make an announcement and warn the Japanese nationals to “Avoid non-essential travel” to the area where the Customer’s photo shoot takes place, or issue warnings of any higher level, or should public authority issue other warnings of the same kind, the Company will not perform the Services, unless the Company is able to take necessary security measures.

When the Company is able to take necessary security measures and undertake the photo shoot and the Customer wishes to cancel the Services at the Customer’s own choice, such cancellation shall be deemed as the cancellation due to the Customer’s cause and the cancellation fee shall apply according to the Published Conditions.

- (8) In the event that, the Meteorological Agency of Japan shall issue a warning of natural disasters such as typhoons on the area where the Customer’s photo shoot takes place, the Company will not perform the Services, unless the Company is able to take necessary security measures.

When the company is able to take necessary security measures and carry out the wedding ceremony, and the Customer wishes to cancel the Services at the Customer’s own choice, such cancellation shall be deemed as the cancellation due to the Customer’s cause and the cancellation fee shall apply according to the Published Conditions

- (9) Notwithstanding each of the preceding paragraphs, the Company may decline an application at its discretion where it expects difficulty to provide the Services.

### **Article 3 Execution of this Contract**

- (1) This Contract shall be executed at the moment when “Order Complete” is displayed on this Website in the screen, following the click on “Checkout” button in the confirmation page displaying the application details.
- (2) In cases where an inquiry for reservation to the place of the photo shoot is needed, this contract shall be executed at the moment when “Payment Confirmation” is displayed, following the click on “Make a payment” button on My Wedding Page, after it is confirmed available for reservation.

### **Article 4 Amendment or Addition to this Contract**

- (1) The Company shall not accept any change to this Contract once executed. If the Customer wishes to change the details of this Contract (e.g., the date and time and/or the place of photo shoot), the Customer is requested to cancel this Contract and make a new application. Cancellation fee specified in the Published Conditions may apply for such cancellation.
- (2) If the Customer wishes to add an option, the Customer may do so by executing a new Option Contract.

### **Article 5 Cancellation of this Contract**

- (1) The Customer may cancel the Basic Contract by paying a change fee or a cancellation fee specified in the Published Conditions.
- (2) Cancellation of this Contract shall be accepted via My Wedding Page.
- (3) Upon cancellation of the Basic Contract, the Option Contract shall be canceled automatically (including the Option Contract added as Article 4 (2) specifies).
- (4) Upon cancellation of an Option Contract, the basic Contract shall NOT be canceled automatically.
- (5) If the customer, by willful act or negligence, conducts any act against laws, ordinances or public order, or commits a breach of the terms of this Contract or the Documents, or if such breach is clearly proved, the Company may terminate this Contract without giving any notice. In no event, shall the Company be liable for any damage arising out of the Customer’s aforementioned willful act or negligence. The Company may claim compensation for the damage arising out of the Customer’s aforementioned willful act or negligence.

### **Article 6 Compensation for Change**

In the event that, due to the Company’s responsibility, a significant

change shall be made to the terms of this Contract as listed below, the Company shall, as the damage, pay compensation of the amount stipulated below for such change within 30 days from the day following the wedding date.

Change to the terms of this Contract	Amount of Compensation	
Change of the photo shoot date, or place, after confirmation of the wedding reservation	If the change is made 30 days or more prior to the photo shoot date, 50% of the photo plan charge shall be paid	If the change is made 29 day or less prior to the photo shoot date, 100% of the photo plan charge shall be paid
Partial change or non-performance of the Services except the above	The Company shall pay the amount equivalent to the price of the Services that has been changed or not performed	

**Article 7 Company’s Liability**

Should the Company or its representative of the photo shoot arrangement (hereinafter referred to as "Arrangement Representative") cause damage to the Customer by willful act or negligence, the Company shall be liable within the limit of the actual damages, provided the Customer will provide the Company with notice of such claim within 90days from the day following the date of the damage occurring.

**Article 8 Customer’s Liability**

- (1) Should any of the facilities, furniture and fixtures of the place of photo shoot is damaged, stained or lost by the Customer, its appointed business operator or guests by willful act or negligence, the Customer shall be liable within the limit of the actual damages.
- (2) It is solely the Customer’s responsibility to prepare its passport, visa and other travel documents necessary for overseas travel.

**Article 9 Disclaimer**

The Company shall, in no event, be liable for termination of the Contract or damage to the Customer due to any of the following causes, and shall never pay any compensation including compensation for the change stipulated by

Article 6:

- [1] Natural disasters, war, riots, or change of the photo shoot schedule or cancellation due to any of these causes
- [2] Suspension of the operation of the place or venue of photo shoot, or change of the photo shoot schedule or cancellation due to such suspension
- [3] The order of the public authorities, immigration regulations of the foreign governments, isolation due to epidemics, or change of the photo shoot schedule or cancellation due to any of these causes
- [4] Food poisoning
- [5] Theft
- [6] Delay, interruption, or schedule change of transportation, change of the itinerary due to any of these causes, or change of photo shoot schedule or cancellation arising from shortening the stay at the destination due to any of these causes
- [7] Other causes/events beyond control of the Company

**Article 10 Handling of Personal Information**

The Company shall handle personal information of the Customers appropriately in accordance with Act on the Protection of Personal Information and the Company's privacy policy.

**Article 11 Others**

- (1) Japanese time shall be applied as to determination of the time of application and cancellation of this Contract.
- (2) If the Customer wishes to purchase a product or service other than items listed in the Documents, the Company may notify the Customer of the price of such product or service. The Customers may be required to make payment at the Company's local office in the destination.
- (3) Any matter not stipulated in this Contract or any doubt arising with respect to any provision of this Contract shall be resolved upon mutual consultation between the Customer and the Company.
- (4) Any dispute arising from this Contract shall be submitted to the exclusive jurisdiction of Kyoto District Court of Japan.
- (5) This Contract shall be governed by and construed and interpreted under the laws of Japan.
- (6) This contract shall be executed in Japanese Language. English translation is for reference purpose only. In the event of any discrepancy between the original Japanese text and the English translation, the Japanese text shall prevail.