

# Terms of Use

The following Terms of Use are for customers who want to use the Exclusive Kyoto Services provided by Imageworks. You must read, agree, and follow the Terms of Use to use our service.

## 1. Application

The Terms of Use apply to all situations occurring between our customer(s) and Imageworks while using our service.

## 2. Application for our service

Reserving applications for our service will not be completed until our approval.

Reservations will not be approved when any of the following situations occurs. We will not be responsible for any disclosure of the reason of the disapproval.

- (1) When there is false information provided during registration.
- (2) When there has been a violation to our Terms of Use before.
- (3) When we judge that the reservation is inappropriate.

## 3. Usage fee and payment method

1. In consideration for the use of this service, the customer shall pay the usage fee displayed on this website separately according to the method specified by Imageworks.
2. If you do not complete the payment by the appointed date, your application for use will become invalid.

## 4. Cancellation policy

We require a cancellation notice 14 days prior to your scheduled arrival, otherwise there will be no refund. For example, if your scheduled arrival is at 5/14, refund will not be available from 5/1 00:00.

## 5. Prohibitions

While using our services, the following actions are prohibited.

1. Any act that violate laws or public morals
2. Any act of crime activity
3. Any act of destruction or interference with the functions of our server or network
4. Any act that may interfere with the operation of our services
5. Any act of collecting or accumulating other customers' personal information
6. Any act of impersonating other customers
7. Any act that directly or indirectly benefits illegal organizations
8. Any inappropriate behavior at the place where the service is provided
  - (1) There will be no refund if you are asked to leave while using our service for any behavior which is counter to the equiquite expected within a traditional f teahouse or flower street.  
(Ex: Touching the maiko or geiko, pulling the belt of the kimono, touching furniture without permission, any act of danger, verbal abuse, etc.)
  - (2) There may be occasions when you are asked to pay compensation for hurting the maiko or damaging property whether it's intentional or not.
9. Any other acts that we judge inappropriate to the service we provide

## 6. Stopping the provision of our service

1. Imageworks has the right to suspend or stop the provision of all or part of this service without notifying the customer in advance if we determine that any of the following has occurred.
  - (1) When there is maintenance, inspection or update of the computer system related to this service

- (2) When it becomes difficult to provide this service due to inevitable situations such as earthquake, lightning, fire, or blackout.
  - (3) When a computer or communication line stops working due to accident.
  - (4) Any other occasions where we find it difficult to provide this service.
2. We are not responsible for any disadvantage or damage suffered by our customer or a third party due to suspension or the stopping of the provision of this service regardless of any reason.

## **7. Usage restriction and deregistration**

1. Imageworks has the right to restrict the use of all or part of this service or to cancel our customer's registration without notifying our customer in advance if we determine that any of the following has occurred.
  - (1) When any part of the Terms of Use is violated.
  - (2) When there is false information provided during registration.
  - (3) Any other occasions where we find the usage of our service inappropriate.
2. We are not responsible for any damage due to the acts conducted written in this section.

## **8. Disclaimer**

1. Imageworks is not responsible in any cases of default on a debt in either intentional or gross negligence occasions.
2. We are not responsible for any transactions, communications or problems arising between other customers or third parties regarding this service.

## **9. Change of contents of service**

Imageworks has the right to change the contents of this service or stop the provision of this service without notifying the customer and will not be responsible for any damage caused by this act.

## **10. Change of Terms of Use**

Imageworks has the right to change the Terms of Use at any time without notifying our customers under necessary occasions.

## **11. Notification or contact**

Any notification or contact between our customers and Imageworks will be conducted under our approved method.

## **12. Prohibition of the assignment of rights and obligations**

You may not transfer the status, rights or obligations under the Terms of Use to a third party without permission from Imageworks or offer as security.

## **13. Law and jurisdiction**

1. The interpretation of the Terms of Use are under the Law of Japan.
2. In the case of any conflicts related to our service, we have exclusive jurisdiction from the court of Kyoto where our main office is located.