

# WEB TERMS OF USE

These Terms of Use set forth the conditions for Users of this accommodation service (hereinafter "the Service") provided through an online accommodation booking service (hereinafter "Sotetsu Hotels Web") owned by Sotetsu Hotel Management, Co, Ltd. (hereinafter "the Company").

By using this Service, the User is deemed to have consented to these Terms.

## **Article 1. Scope of Application**

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1. These Terms apply to all users (hereinafter "Users") of this service for Sotetsu Fresa Inn, Sotetsu Grand Fresa, Hotel Sunroute, SOTETSU HOTELS THE SPLAISIR, THE POCKET HOTEL BY SOTETSU, and SOTETSU HOTELS PARTNER HOTEL(hereinafter "the Hotels") using Sotetsu Hotels Web system provided by the Company.
2. Separate rules and terms for the Hotels shall constitute part of these Terms.
3. When the User books a hotel through this Service, the items stipulated in these Terms shall apply. Matters not stipulated in these Terms shall be governed by the law or by the norms of the Hotel.

## **Article 2. Definition of Terms**

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1. "Booking" in these Terms refers to a Hotel contract created when the User applies for accommodations at a Hotel through Sotetsu Hotels Web and the Hotel expresses consent to this, thereby allowing the User to receive the accommodation services provided by the Hotel.
2. "Hotel Fees" in these terms refers to the fees paid to the Hotel by the User in exchange for accommodation services.

## **Article 3. Parties Involved in Booking**

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The parties involved in booking in these Terms are the User and the Hotel.

## **Article 4. User Registration**

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To use this Service, Users must either register as a member of Sotetsu Hotels Club, a membership organization run by the Company, or, if they do not wish to register as a member, provide their name, gender, telephone number, and email address.

## **Article 5. Use of This Service**

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1. These Terms apply to bookings made through Sotetsu Hotels web only. Cancellations, fee payment, and other matters related to accommodations are governed by the Hotel terms stipulated separately by the Company.
2. Fees presented on this Service are for bookings made through Sotetsu Hotels Web only. As such, the fee will differ from accommodation fees made for bookings not performed through Sotetsu Hotels Web.
3. The guest rooms covered by this Service are registered by the Hotel at its own volition as accommodation plans. As such, even when Sotetsu Hotels Web displays "No Vacancies" for accommodations plans on this service, this does not necessarily mean that the Hotel itself is full.

## **Article 6. Making a Booking**

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Users who wish to make a booking do so by filling out the necessary items online using the application page stipulated by the Hotel, then sending this information

to the Hotel online.

## **Article 7. Time of Establishment For Bookings**

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1. The booking is made between the User and the Hotel based on the terms and rules set forth by the Hotel.
2. When the User makes a booking based on Article 6 and the "Booking Complete" page is displayed, the Hotel is deemed to have accepted the booking application, thus establishing the booking.
3. If for any reason the "Booking Complete" page from the Hotel does not appear on the User's computer screen, the booking is still deemed to have been established based on the terms and rules set forth by the Hotel as long as the User is able to confirm the status of their booking using the Sotetsu Hotels Web "Confirm Booking".

## **Article 8. Booking Confirmation**

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Matters related to accommodation services are displayed online on the Confirm Booking page immediately after a booking is made. Booking information will also be sent to the registered email address.

## **Article 9. Changing or Canceling Bookings**

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1. The User may request that the Hotel cancel or change all or part of their booking.
2. When the User requests cancellation or changes to their booking, they can do so by accessing the Confirm, Change, or Cancel Booking page on Sotetsu Hotels Web, or by directly contacting the Hotel.

3. Any cancellation fees and penalty fees will be charged directly to the User by the Hotel when all or part of the booking is cancelled or changed at the request of the User.

Cancellation fees and penalty fees are based on the terms and rules set forth by the Hotel.

## **Article 10. Payment of Accommodation Fees**

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The User must pay the accommodation fee at a time specified by the Hotel. Accommodation fees include consumption tax, but service fees and other taxes (hotel taxes, etc.) may not be included.

※Some Hotels accept credit card payment at the time of booking.

※Some Hotels accept cashless payments only and do not accept cash.

## **Article 11. Communication With Users**

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Notifications and contact from the Hotel to the User will, in general, be performed through email. However, the Hotel may contact the User by telephone to confirm booking details or other information.

## **Article 12. User Rules**

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1. The User will contact the Hotel directly should they have any inquiries or requests regarding accommodation services provided by the Hotel.
2. The User will contact the Hotel directly should they have any complaints regarding accommodation services provided by the Hotel.
3. For bookings that require deposits or other fees, the User will pay this deposit by the date specified by the Hotel.
4. In addition to the three preceding paragraphs, the User shall understand and follow the terms and rules set forth by the Hotel.

5. The following acts are prohibited when using this Service:

- (1) Registering false information during user registration.
- (2) Making false or invalid applications during hotel booking. Also, no-shows without contacting the Hotel.
- (3) Any registrations or booking applications made without the consent of the applicant or the person staying at the Hotel.
- (4) Any acts that violate or risk violating the interests or rights of other guests, third parties, or the Company.
- (5) Resale to others or bookings deemed to be for commercial purposes.
- (6) Acts that violate or risk violating public order or law.
- (7) Any other act that is deemed inappropriate by the Company.

## **Article 13. Termination For Reasons Attributable to the User**

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1. If the User fails to follow the procedures set forth by the Hotel by the deadline, or if the User violates these Terms, the Hotel may terminate the Hotel Agreement.
2. When the Hotel Agreement is terminated as per the preceding paragraph, the User shall pay any cancellation fees or penalty fees stipulated in the terms and rules set forth by the Hotel.

## **Article 14. Suspension of Service and Deletion**

## **of User Registration**

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If the Company deems that the User has violated the prohibitions in Article 12, Paragraph 5, or has violated these Terms, the Company may suspend this service and delete User registration without prior notice.

## **Article 15. Company Liability**

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1. The Company is not liable for any nuisance or damage to the Hotel or to other guests caused through use of this Service by the User, and the User must resolve the matter at their own risk and expense.
2. The Company is not liable for any issues caused by the Service not working properly due to User internet connection or devices, or due to environmental conditions beyond the Company's control, such as network reception.

## **Article 16. Handling of Personal Information**

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1. Collection, Storage, and Use of Personal Information  
The Company will, with proper protection measures in place, collect , store, and use the information in (1) to (2) below (hereinafter "Personal Information") in order for the Company or Hotel to provide this Service, and the User or guest using this Service will consent to this.  
  
(1)The name, gender, telephone number, email address, and other items listed during user registration  
  
(2)Status and history of hotel bookings made through this service by the User or guest using this Service
2. Purpose of Use of Personal Information  
The Company and Hotel collect Personal Information for the following purposes.

(1)To provide this Service for the booking made by the User or the guest using this Service

(2)To contact or send information necessary to the legitimate business activities from the Company or from the Hotel

(3)To send prizes to Users who enter sweepstakes or answer questionnaires

(4)To send e-magazines via email from the Company or Hotel (however, sending of e-magazines will be suspended if the User makes a request to unsubscribe.) However, even if the User makes a request to unsubscribe, important notices may still be sent.

※The e-magazine is for customers registered with Sotetsu Hotels Club, a membership organization run by the Company. In general, the Company does not send the e-magazine to customers not registered as members.

(5)Used for marketing activities such as sales promotion and/or product development, etc. (in this case, Personal Information will be used for statistical analysis, and will not be used to identify individual Users).

(6) Personal information collected will also be used for the purposes listed in the "Joint Use" section of Sotetsu Holdings' "Handling of Customer Personal Information" among Sotetsu Group companies.

### 3. Use of Personal Information

(1)The Company may outsource certain tasks related to the Service to a subcontractor. In doing so, the Company may, after taking appropriate protective measures, share some Personal Information with the subcontractor.

(2)Personal Information collected will be shared within the following scope to achieve the purpose of use.

Joint Use of Personal Information Within the Sotetsu Group

Sotetsu will jointly use personal information obtained from users listed in the "Joint Use" section of Sotetsu Holdings' "Handling of Customer Personal Information" among Sotetsu Group companies.

#### Joint Use of Personal Information at Sotetsu Hotels Club

① Scope of lodging facilities that share and use the personal information

We share personal information with Hotels partnered with Sotetsu Hotels Club.

(See here for details on hotels: <https://sotetsu-hotels.com/en/hotel/> )

② Types of Personal Information shared

The information shared is that same as that in Paragraph 1 of this article.

③ Purpose of sharing Personal Information

The purposes are the same as those in items (1) to (5) of Paragraph 2 of this article.

④ Party responsible for managing shared Personal Information

Sotetsu Hotel Management Co., Ltd.

Address: 2-9-14 Kitasaiwai, Nishi-ku, Yokohama-shi, Kanagawa

Japan

Representative: Takamasa Kato

#### 4. Sharing of Personal Information with Third Parties

The Company will not provide Personal Information to a third party except in cases set forth in these Terms; however, the Company may provide Personal Information in the following cases:

(1) When the User consents

(2) When provision is required based on law or when requested by a government agency

(3) When necessary to save lives, prevent injury, or protect property



(4)When providing Personal Information to overseas hotels partnered with Sotetsu Hotels Club

5. Disclosure of personal information

In accordance to the Act on the Protection of Personal Information, users may demand our company for the disclosure of the personal information related to the user, or record of a third-party provision. In the event there are errors in the registered details, our company shall immediately provide revisions, additions, or deletions if corrections are necessary. The User can confirm or change registered information on pages (1) to (2) below.

(1)For guests with bookings through Sotetsu Hotels Club: The “Change Guest Information” page displayed in My Page on the Sotetsu Hotels Club website or app

(2)Unregistered members: The Booking Confirmation page on the Hotel’s official website

Additionally, in accordance to the Act on the Protection of Personal Information, users may demand our company to cease the utilization or delete the personal information related to the user, or cease third-party provision.

6. The Company may collect and use behavioral information (other than Personal Information) through third party companies to place advertisements on Sotetsu Hotels Web. These third party companies use cookies to collect information for the sole purpose of sending advertisements.

No personal information is included in the information collected through these cookies. Cookies and other information obtained by third party companies are handled according to the third party’s privacy policy. If you wish to disable this feature, visit the website of the companies listed below and disable (opt-out).

Third Party Companies That Send Advertisements

Google LLC (<https://www.google.co.jp/policies/technologies/ads/>)

Yahoo! Inc. (<https://btoptout.yahoo.co.jp/optout/preferences.html>)

Personal Information Support Desk

Sotetsu Hotel Management Co., Ltd., 2-9-14 Kitasaiwai, Nishi-ku, Yokohama-shi, Kanagawa

<https://sotetsu-hotels.com/en/contact/>

Please see our companys' [Privacy Policy](#) for other matters regarding how our company handles personal information.

Guests located in the Republic of China (Taiwan) are asked to read "[For Guests Located in the Republic of China \(Taiwan\)](#)".

## **Article 17. Revisions to the Terms**

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1. The Company may revise these Terms in the following cases. In case of changes, the revised version of these Terms shall apply to this service. The revised Terms will take effect starting the date of notification to the user set forth in Paragraph 2 as the effective date set in advance by the Company.

(1)When the changes to the terms are in the general interest of the Member.

(2)When the revision to the Terms does not go against the purpose of the Terms and is reasonable in light of the necessity of revision, appropriateness of the content of the Terms after revision, and any other circumstances related to revision.

2. Revisions to the Terms as per the preceding paragraph, including what will be revised, what the Terms will state after the revision, and the effective date, will be notified on the Company website (<https://sotetsu-hotels.com/en/>) at least two weeks prior to the effective date of the revised Terms prescribed in the preceding paragraph.

## **Article 18. Court of Jurisdiction**

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Any dispute between the Company and the User in relation to the Service shall

be resolved in good faith by both parties.

If the matter is not resolved through consultation, the district court with jurisdiction over the area where the Company is located shall be the court of exclusive first instance.

Revised May 28, 2023