

General Terms and Conditions

Japan Experience Flex



What is Japan Experience Flex in a nutshell?

Cancellation of your booking for **any reason** up to 35 days before the beginning of your stay

Refund: **100% of your cancellation fees**

- ✓ No reason or proof to provide
- ✓ Cancellation in 1 email
- ✓ Transfer made within 3 days

You will not benefit from the service in the following cases:

- ✗ The cancellation of your stay is made by **Japan Experience or its suppliers** (accommodation, airline, etc.)
- ✗ The cancellation of your stay is made **less than 35 days** before the beginning of your stay



How to use the Japan Experience Flex service?

- 1 Contact Japan Experience customer service at least 35 days before the beginning of your stay by email at contact@japan-experience.com to cancel your booking;
- 2 Once the cancellation is confirmed, Koala will be informed of your cancellation by Japan Experience within 2 business days, and Koala will then contact you immediately by email with the steps to obtain your refund;
- 3 Koala will ask you for your bank details so that the transfer can be made within 3 working days.

We have summarized for you our Japan Experience Flex service in a simple and clear way. You will find hereafter the complete general conditions of the service.

Article 1 - Definitions

You

The buyer of the trip

Cancellation Fees

Fees remaining at your charge when you cancel your stay in accordance with Japan Experience's terms and conditions. These fees do not include the refund of insurance fees (e.g. comprehensive insurance, etc.) and Japan Experience Flex service.

Japan Experience

The trading name of the company Vivre Le Japon - Simplified joint-stock company with a share capital of €50,880, registered in the Paris Trade and Companies under the number 320 607 773, whose head office is located at 30 rue Sainte-Anne - 75001 Paris, the agent you purchased your trip from.

Koala

The trading name of the company GOLAO - Simplified joint-stock company with a share capital of €179,697, registered in the Strasbourg Trade and Companies under the number 843 042 433, whose head office is located at 8 rue du Marché - 67000 Strasbourg, which provides the "Japan Experience Flex" service.

Japan Experience Flex

This service allows travellers to cancel their booking up to 35 days before their departure, without having to justify any reason or provide any proof.



For instance, in the event of a departure date scheduled on April 30th at 19:45, you will be able to cancel your booking until March 26th at 19:45. Any cancellation made after March 26th at 19:45 will not be able to benefit from Japan Experience Flex.

Article 2 - What does Japan Experience Flex allow?

If you cancel your stay on your own initiative **at least 35 days** before the beginning of your stay, you will be refunded **100% of your cancellation fees**.



The Japan Experience Flex service does not apply in case of a major change to your trip (travel date, destination, fare change, etc.)

By using Japan Experience Flex, you necessarily cancel the trip of all the people included in your booking.

Article 3 - What does Japan Experience Flex not allow?

The Japan Experience Flex service cannot be used:

- ✗ In case of cancellation at your initiative occurring less than 35 days before the beginning of your trip;
- ✗ If the cancellation of your stay is due to Japan Expérience or its suppliers (airlines, accommodation, etc.);

Article 4 - Japan Experience Flex cost

When booking your trip with Japan Experience, you can subscribe to the Japan Experience Flex service by paying an additional sum equivalent to **5% of your trip price** (excluding insurance).

The cost of Japan Experience Flex is not refunded in any case in the cases stated in article 3 of these Terms and Conditions.

Article 5 - Japan Experience Flex usage

If you cancel your trip at your own initiative, Koala will refund you **100% of your cancellation fees** (see article 2 of these terms and conditions) within 3 working days following the completion of the Japan Experience Flex service as described below.

The total refund amount for the Japan Experience Flex service cannot exceed €7,000 per booking. Therefore, the price of the Japan Experience Flex service takes into account this limit and is capped at €2,333 including VAT.

You will not be asked to provide any reason for cancellation or proof for using the Japan Experience Flex service.

The bank transfer will be made in Euros (€). If your bank account is in a currency other than the euro, the exchange rate of your bank will be applied.

Koala may decide to request additional documentation if necessary, or in case of suspected fraud or scam.

How to get refunded?

- 1** Contact Japan Experience customer service at least 35 days before your departure by email at contact@japan-experience.com to cancel your booking;
- 2** Once the cancellation is confirmed, Koala will be informed of your cancellation by Japan Experience within 2 business days, and Koala will contact you immediately by email within 2 business days with the steps to obtain your refund;
- 3** Koala will ask you for your bank details and proceed with the bank wire within 3 working days.

Article 6 - Start and duration of the Japan Experience Flex service

The Japan Experience Flex service takes effect upon confirmation of purchase of the Japan Experience Flex service, subject to payment of the full price of your reservation or the first deposit required by Japan Experience.

If the full payment or the first deposit payment is refused or rejected by the bank for any reason whatsoever, the Japan Experience Flex service will not take effect.

The Japan Experience Flex service ends 35 days (840 hours) before the beginning date of your stay.

Article 7 - Exception to the right of withdrawal

You acknowledge that you have been informed in advance, by the present General Conditions of Sale, that the right of withdrawal cannot be applied to Ulysse Flex, by virtue of Article L.221-28.1° of the Consumer Code.

Indeed, Japan Experience Flex begins immediately after its purchase and can be fully executed immediately and before the end of the withdrawal period, thus not allowing you to benefit from it. Consequently, you waive your right of withdrawal.

Article 8 - Geographical scope of the Japan Experience Flex service

The Japan Experience Flex service is available **for all Japan Experience trips and for all its customers.**

Article 9 - Complaint procedures

In case of any difficulty in using the Japan Experience Flex service, you can send your complaint to:

- ✓ By email at: contact@hikoala.co
- ✓ By post by writing to: GOLAO SAS - 51 rue Lepic - 75018 Paris

In accordance with the provisions of the Consumer Code concerning the amicable settlement of disputes, we adhere to the service of the CMAP mediator whose contact details are as follows: 39 Avenue Franklin Delano Roosevelt, 75008 Paris - <https://www.cmap.fr>

In the event of a complaint that has not been resolved amicably by our Customer Service, the Mediator's Service may be contacted for any consumer dispute that has not been resolved.

Article 10 - Important Information

The Japan Experience Flex Service is not a travel insurance

The purpose of a cancellation insurance contract is to take charge of the reimbursement of your remaining expenses in case of cancellation of your stay on your initiative only for causes defined in advance.

The Japan Experience Flex service aims to offer you the possibility of cancelling your trip on your own initiative regardless of the reason.

Article 11 - Personal data

Koala and Japan Experience collect and process your personal data for the execution of your Service Japan Experience Flex and statistical studies.

You are expressly informed of the existence and declare that you agree to the processing of your personal data within the framework of these terms and conditions.

The processing of your personal data is necessary to provide you with the Service Japan Experience Flex and to manage your claim. This information is intended exclusively for Japan Experience and Koala (and their agents) for the purposes of managing the Service Japan Experience Flex and, where applicable, for the supervisory Authorities.

Your data is kept until five (5) years after the end of the contract Japan Experience Flex.

You have the right to access, oppose, rectify and delete any of your personal information by sending an email to: dpo@hikoala.co

Any false or irregular statement may be the subject of specific processing intended to prevent or identify fraud.

You have the right to address a complaint relating to the processing of your personal data:

- ✓ On the CNIL website by filling in an online complaint form;
- ✓ By post by writing to CNIL - 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07

Article 11 - Applicable court

The language used throughout the terms of this agreement is French. In the event of inconsistency or discrepancy between the French version and any of the other linguistic versions of this publication, the French language version shall prevail.

The contract is governed exclusively by French law. Any dispute arising from the conclusion, accomplishment or interpretation of this contract shall fall within the exclusive jurisdiction of the French courts.