



MIKI PLUS TERMS AND CONDITIONS

1. ENGAGEMENT OF SERVICE

- 1.1. MIKI shall provide the Services, Accommodation, Entrance Fee, Interpreter, Restaurant (Meal), Transportation, Tour Guide and other kind of various local services etc., through MIKI Plus (<https://mikiplus.mikitravel.asia/>), to the Company in accordance with the individual land arrangement under the general terms and condition set forth in this agreement. In case of any discrepancy between the general and specific terms, the specific term shall apply.
- 1.2. This Agreement shall become effective and valid from the execution date of signing of this Agreement by both PARTIES.

2. RIGHTS AND OBLIGATIONS

- 2.1. The Company shall read and agree to abide by MIKI Terms and Third-Party Terms and acknowledge the terms displayed during the booking process carefully, violation of which may result in additional charges and/or cancellation of the Booking.
- 2.2. The Company shall undertake unconditionally to I) use MIKI Plus for its intended purpose; II) cooperate with any anti-fraud/anti-money laundering investigation; III) shall not use MIKI Plus to cause nuisance or make fake Bookings; IV) shall not cause any nuisance or damages; V) shall not act inappropriately against the Service Provider's personnel (or any other person); VI) accept the risks and liabilities arising from its decisions.
- 2.3. The Company should fill in the correct contact information for MIKI and Service Providers in the Booking information, and contact the company when necessary.
- 2.4. MIKI shall provide MIKI Plus to the Company for searching, comparing and booking the travel service items provided by Service Provider and (from time to time) Third-Party Aggregators.
- 2.5. MIKI shall provide details of the Company Booking to the Service Provider and support amendments and cancellations of the Company Booking in accordance with the applicable terms.
- 2.6. MIKI shall take reasonable care in providing MIKI Plus, but not responsible for any errors, any interruptions or any missing information.
- 2.7. MIKI and the Service Provider shall have the right not to proceed the Booking without prior notice when the full payment is not reached on the date specified.

3. ONLINE BOOKING PLATFORM – MIKI Plus

- 3.1. MIKI Plus is an online booking platform for travel service items, but it is not a recommendation or endorsement of any Service Provider or its travel service items, it will show the available offers subjected to the conditions provided. The Company shall accept the applicable policies, including but not limited to the cancellation policy and other policies related to age requirements, security/damage deposits and additional supplements etc.) as displayed on MIKI Plus in the booking process.
- 3.2. **BOOKING PROCESS**
The Company needs to create an Account for Booking purpose and have to ensure the information provided, including payment and contact details, is correct and up to date, otherwise the Company may not be able to access the Booking(s). The Company shall responsible for anything that happens to its Account, and shall not let anyone use it, and keep its username and password confidential.



3.3. **PAYMENT AND CONFIRMATION**

The Services fee shall be PREPAID in full by Credit Card on the date specified or otherwise forthwith upon demand by MIKI. All sums payable to MIKI hereunder shall be in full without any deductions or set-offs.

3.4. A Confirmation of Payment shall be issued by MIKI upon receipt of the full payment.

3.5. **BOOKING CONFIRMATION**

A Confirmation of Booking containing the details and terms of the Booking shall be issued by MIKI upon receipt of full payment.

3.6. The payment shall be refunded when the Booking is not available. Any refund payment requests made after the Confirmation of Booking shall not be accepted.

4. **TERMINATION**

4.1. Measures against unacceptable behaviour: MIKI have the right to stop the Company to making any Bookings, to cancel any Bookings, and/or to stop using MIKI Plus, our Customer Service, and/or the Booking Account under the following reasons: i) fraud or abuse; ii) non-compliance with our values, or with applicable laws or regulations; iii) inappropriate or unlawful behaviour (e.g. violence, threats or invasion of privacy) in relation to MIKI, any of the companies MIKI work with – or anyone else, for that matter.

4.2. Either party shall have the right to request the termination of this Agreement upon ten (10) days' written notice to the other party. For this circumstance, each Party must complete its obligations prior the termination of this Agreement.

5. **FORCE MAJEURE**

MIKI shall not be liable for any loss or damage resulting from delay or failure to perform this Agreement either in whole or in part where such delay or failure shall be due to causes beyond its reasonable control, or which is not occasioned by its fault or negligence, including but not limited to, acts of terrorism, political unrest, war, the threat of imminent war, riots or other acts of civil disobedience, insurrection, acts of God (such as fires, explosions, storms, floods, lightening, earthquakes and other natural calamities), restraints imposed by governments (such as delays to , scheduled transportation and the closure of airports or ports) or any other supranational legal authority or any other industrial or trade disputes, pandemic, epidemic and health risk.

6. **PROTECTION OF PERSONAL INFORMATION**

6.1. Personal Information shall mean i) any information relating to a living individual including the name, date of birth, e-mail address, telephone number or the like which makes it possible to identify the individual (including such information which can be easily compared with other information and thereby makes it possible to identify an individual), and ii) is acquired by MIKI in the performance of the Services. MIKI shall prevent any disclosure or destruction of Personal Information and take any measures necessary and appropriate to protect Personal Information.

6.2. Upon completion of the Services or upon Company's request, MIKI shall promptly return Personal Information to Company, or dispose of any and all documents and other materials which include Personal Information in accordance with Company's instruction. Company can request MIKI to provide such documents certifying its return or disposition of Personal Information under this Section.



7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Unless otherwise stated, all rights in MIKI Plus (technology, content, trademarks, look & feel, etc.) are owned by MIKI (or its licensors) and by using MIKI Plus the Company agree to do so for its intended purpose only and respecting the conditions set out in this Article.
- 7.2. The Company is not allowed to monitor, copy, scrape/crawl, download, reproduce or otherwise use anything on MIKI Plus for any commercial purpose without written permission of MIKI or its licensors.
- 7.3. By uploading any document or picture to MIKI Plus, the Company confirming that it complies with our criteria and that: it's truthful; it doesn't contain any viruses; it doesn't infringe the privacy rights of other people; the Company accept full responsibility for any legal claims against MIKI related to it.
- 7.4. MIKI is not responsible and liable for any picture uploaded to MIKI Plus.

8. LIMITATION OF LIABILITY

MIKI shall under no circumstances be liable for any loss (whether direct or indirect) whatsoever suffered, sustained or incurred by the Company or by other person arising (directly or indirectly) from or out of or relating to the provision of the Service of this Agreement (including but not limit to indemnify, penalties, claims, damages, costs and expenses. With the use of the service provided, the Company or any party shall irrevocably and unconditionally accept and agrees to be bound by this limitation of liability.

9. ENTIRE AGREEMENT

This Agreement embodies the entire understanding between the parties and there are no promises, terms or conditions, oral or written expressed or implied other than those contained herein.

10. INTERPRETATION

In case of any discrepancy between the languages, the English version shall prevail.

11. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of Hong Kong Special Administrative Region ("Hong Kong"). Any difference or dispute between the parties concerning the interpretation or validity of this Agreement or the rights and liability of the parties shall be settled by arbitration in Hong Kong. The award thereof shall be final and binding upon the parties. Judgment upon such award may be entered in any court having jurisdiction thereof.

MIKI Plus dictionary

- 'MIKI Plus' refers the website for booking Travel Service Items, whether owned or managed by MIKI.
- 'Booking' means the booking of a Travel Service Items on MIKI Plus, whether the Company pay for it now or later.
- 'Confirmation of Booking' means the confirmation email and voucher MIKI send to the Company, explaining the details of the Booking.
- 'Service Provider' means the provider of a travel-related product or service on MIKI Plus.



- 'Third-Party Aggregator' means a company that acts as either (a) an intermediary between the Company and the Service Provider or (b) a reseller of the Travel Experience.
- 'Specific Terms' means terms and condition of service under the offer.