

WAQWAQ WEDDING PROJECT Terms of Service

The purpose of these Terms of Service is to ensure that, in executing a contract regarding wedding photography coordination services and/or wedding planning service (the “Service”) between WAQWAQ WEDDING PROJECT (“WAQWAQ”) and you, these services are provided in a smooth manner, based on mutual trust. These Terms include important content, so please make sure to read it before entering into a contract.

Article 1 (Formation of Contract and Payment of Application Fee)

1. A contract regarding the Service shall be formed when you apply, either by submitting the online “Application Form” upon filling out the required items or by sending PDF data of a directly-signed application form by email (contact@waqwaqwedding.com), and complete payment of an application fee set forth below through bank transfer or PayPal (or other payment method permitted by WAQWAQ; the same shall apply hereinafter).
 - (1) The estimation with over JPY 1,000,000: JPY 200,000 (tax-exclusive)
 - (2) The estimation less than JPY 1,000,000: JPY 100,000 or 20% of the estimation (whichever is the less / tax-exclusive)

You will be responsible for the fees required for your payment. Payment with PayPal is subject to a surcharge of 4%.

2. Formulation of the contract shall be certified and recorded in the manner specified in the preceding paragraph, and no separate document certifying the contract shall be created.

Article 2 (Finalization of Contract Content and Payment of Fees)

1. After the contract has been formed, you will be discussing and deciding on the details, mainly by email, with the WAQWAQ staff in charge, and your cooperation at this time is appreciated. Please note that the schedule for the day will be finalized by no later than two (2) weeks prior to the day of the event, and WAQWAQ may not be able to meet your requests for any changes thereafter.
2. When the decision set forth in the preceding paragraph have been made, WAQWAQ shall issue an invoice specifying the amount calculated by deducting the already-paid application fee from the total fees and shall present it to you as data attachment to an email or in any other form elected by WAQWAQ. Please complete your payment through bank transfer or PayPal, by no later than two (2) weeks prior to the day of the event. You will be responsible for the fees required for your payment. Payment with PayPal is subject to a surcharge of 4%.
3. In the event that any additional fees arise after payment of the fees, please pay such additional fees by no later than the day of the event or the due specified by WAQWAQ, by way of the method specified by WAQWAQ.
4. In the event that you fail to make the specified payment despite the payment request set forth in the preceding two (2) paragraphs, WAQWAQ shall be entitled to refuse provision of the Service or to cancel the contract. WAQWAQ shall not be held liable for any damages caused to you in such event.

Article 3 (Notes regarding Provision of Service)

1. With regard to the Service, attire, floral decorations, wedding gifts and other items, as well as hair and makeup artists, photographers, videographers, caterers and other contractors to be used for the event will be arranged for by WAQWAQ according to your requirements. If there are any items or services you would like to arrange for on your part, you are free to do so unless there are restrictions by the manager of the event location; provided, however, that WAQWAQ shall not be held liable for any damages occurring due to reasons attributable to the fault of contractors you have arranged for.
2. If it is necessary for WAQWAQ to attend to any items or contractors you have arranged for on the day of the event, please make sure you notify WAQWAQ of the details by no later than one (1) month prior to the day of provision of the Service. WAQWAQ shall not be liable for any problems that arise due to your failure to give adequate notification.
3. Please note that WAQWAQ will be providing the Service within the scope of the provisions set forth by the managers of the event location and therefore may not be able to meet all of your requests.
4. WAQWAQ asks for your cooperation in meeting any deadlines it may set for responding or for making any decisions in preparing for the provision of the Service. Please note that WAQWAQ may not be able to meet your requests if you fail to meet the deadlines.

Article 4 (Cancellation or Change in Date by Customer)

1. If you cancel the contract for the Service after it has been formed due to circumstances on your part (provided that if there are more than one of you, cancellation shall be effective when WAQWAQ determines that any one of you has explicitly expressed your intention to cancel), you will be charged the cancellation fee set forth below, based on the timing of cancellation. "Actual costs" shall mean the actual damages incurred, including cancellation fees for venues and other items and services, already arranged for by WAQWAQ on your behalf as at the time of cancellation.
 - (1) Cancellations made between contract date and two (2) days prior to day of event: Full price of application fee + Actual costs
 - (2) Cancellations made on or after day immediately preceding day of event: 100% of latest quoted price
2. For changes in date, you will be charged the actual costs, as set forth in the preceding paragraph, as a date changing fee.

Article 5 (Cancellation by WAQWAQ)

Upon occurrence of any of the following events, WAQWAQ may, at its discretion, cancel its contract with you:

- (1) the event that you are identified as being affiliated with a designated organized crime group, member of an organized crime group, organization affiliated with an organized crime group or other antisocial forces, or the event that it is possible you will violate any laws, regulations or public order and morality;
- (2) the event that it is possible you will engage in any acts that offend public order and morality or otherwise cause any trouble to other customers; or

- (3) the event that the event location is unable to be used due to natural disasters, financial trouble, or other reasons not attributable to the fault of WAQWAQ.

Please note that WAQWAQ will not compensate for any damages caused to you as a result of cancellation due to the events above. Further, in the events set forth in (1) and (2), you will be charged for cancellation fees in accordance with Paragraph 1 of the preceding Article.

Article 6 (Accidents and Thefts at Event Location)

1. Please note that WAQWAQ shall not be liable for any accidents or incidents due to contractors you have arranged for or for any losses, thefts or the like occurring under your management at or on the way to the event location, except where they are due to WAQWAQ's intent or gross negligence.
2. Please note that WAQWAQ shall not be liable for any accidents due to any food or beverages provided at the event or any other accidents attributable to the fault of the operator of the event location (including those occurring not only on the day of provision of the Service but those occurring at an earlier timing, such as closure or suspension of business of the venue).
3. Please note that WAQWAQ shall not be liable for any disputes arising with any third party regarding any copyrights, other intellectual property rights, portrait rights or other such rights relating to any works of film or music created by you or any film production companies you have arranged for.

Article 7 (Outsourcing to Third Parties)

In providing the Service to you, WAQWAQ shall be entitled to outsource its duties, in whole or in part, to third parties at its own discretion.

Article 8 (Damages)

WAQWAQ shall compensate you for any damages you incur due to its intent or gross negligence; provided, however, that such compensation shall not exceed the amount of fee for the Service.

Article 9 (Notes)

1. In the event that you are unable to arrive at where the Service is provided at the date and time agreed upon for whatever reason, including natural disasters, bad weather, war damages, cancelled flights or loss of a family member, the contract shall be deemed to have been canceled as of the date of provision of the Service due to circumstances on your part, and you will be charged a cancellation fee in accordance with Article 4.
2. All fees for the Service shall be calculated in Japanese yen, and may, when converted to the currency of your country, change due to fluctuations in exchange rates.
3. WAQWAQ shall not be held liable for any accidents, incidents, losses, thefts or the like caused to you or the attendants at the location at which the Service is provided, except where they are due to WAQWAQ's intent or gross negligence.
4. If the weather on the day of provision of the Service is unstable, WAQWAQ will accommodate requests for changes in schedule to the extent possible if such requests are made by no later than two (2) days prior to

the day of the photo session (only); provided, however, that if you make a cancellation based on the grounds of unstable weather, you will be charged a cancellation fee in accordance with Article 4.

5. WAQWAQ shall be entitled to post any photos taken at the time of provision of the Service on its website or SNS at its own discretion. Please clearly notify WAQWAQ in advance if you do not consent to such posting.
6. Planning meetings shall, in principle, be conducted over phone calls, email or the like.
7. Please arrange for your own transportation to the location at which the service will be provided, as well as for your accommodation there, at your own responsibility and cost. WAQWAQ shall not be held liable for any problems that arise in connection with transportation and accommodation, except where they are due to WAQWAQ's intent or gross negligence.
8. Photo data will be selected by the photographer and delivered to you after making the required edits and retouches. Please note that the raw, unedited files are not available for viewing or purchase. WAQWAQ is unable to meet your requests for any edits or retouches of photo data that has been delivered to you.
9. All interpretations of these Terms of Service shall be at the sole and absolute discretion of WAQWAQ.
10. These Terms of Service is made only in the Japanese language. If the English version of these Terms of Service conflicts with the Japanese version, the Japanese version shall prevail. You hereby acknowledge and agree that any translation provided by WAQWAQ is without any obligation or liability and is for convenience only. In case of dispute over the interpretation of these Terms of Service, WAQWAQ's decision is final.

Article 10 (Governing Law and Jurisdiction)

The contract shall be governed by the laws of Japan. The Tokyo District Court or the Tokyo Summary Court shall have exclusive jurisdiction as the court of first instance over any disputes arising in connection with the contract.

Article 11 (Handling of Personal Information)

Your personal information will be strictly and appropriately managed by WAQWAQ and will not be used for any purposes other than the following:

- (1) contacting you in connection with the service provision and giving notice of new product plans, events or the like;
- (2) liaising and discussing with specified businesses, such as venues; attire; hair, makeup and fitting; photography, within the scope necessary for the provision of the service (required personal information will be disclosed to the specified businesses to the extent of this Item); and
- (3) complying with disclosure requests made by police, tax offices, courts and other public agencies of Japan and any other country through exercise of their authority under laws and regulations.

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