

CONSENT FORM

WELCOME

Regarding our service, we ("Anniversary Cruise," a service operated by SPICE SERVE) introduce and secure cruisers for you ("Customer") to charter a cruise and offer other fee-based services to enhance your cruise experience. On the day of your cruise, we entrust operation of the cruisers to each respective shipping operation company. We will provide support of your event, within reasonable demand, free of charge; however, we do not deal with your party's progress and outcome, so we cannot be held responsible for such. The following are other terms and conditions. Read through them carefully, then sign and submit the form.

ARTICLE I. CONTRACT AGREEMENT

After submitting the reservation application, a tentative reservation is made and/or a deposit is required.

Upon receipt of a deposit, a contract between Anniversary Cruise and the Customer is established.

Please note that without this signed consent form and a copy of your ID, you and your guests will be unable to board the cruise, and you may be subject to cancellation fees.

ARTICLE II. PAYMENT

A. DEPOSIT. A tentative reservation can be made for up to 7 days, and will not subject to our cancellation policy, only if there is more than a month between the submittal date of your reservation application and your requested cruising date. If the Customer has not secured a contract by making a deposit of 30% of the total cost by the end of the tentative reservation period, then both the requested cruiser and cruising date may be released and offered to another interested party.

A tentative reservation cannot be made if it is less than 30 days from the submittal time of the reservation application and the requested cruising date. You will need to transfer a deposit of at least 30% of the total cost no later than three days after submitting the application. If we do not receive your deposit by this time, we may cancel your reservation.

If it is less than 7 days from the submittal time of the reservation application and the requested cruising date, we may be willing to begin cruise coordination before a deposit is received. However, if we do not receive your deposit and/or you cancel your reservation after we begin securing your cruiser, you will be subject to cancellation fees.

B. TRANSFER DETAILS. The following are details of our company account to allow you to make a funds transfer to us.

三井住友銀行 (Sumitomo Mitsui Banking Corporation)

恵比寿支店 (Ebisu Branch #656)

Address: 1-1-1 Ebisuminami, Shibuya, Tokyo 150-0022

「swift code」SMBCJPJT

スパイスサーブ (SPICE SERVE)

普通 (Account Number) 8656571

*The Customer is responsible for any fees assessed for the transfer of funds.

C. PAYMENT OF BALANCE. Please transfer the remaining balance no less than four days before the cruising date. If the remaining balance is not transferred in this timely manner, we may cancel the cruise. A cancellation resulting from a non-payment of balance will result in a 30% cancellation fee.

ARTICLE III. CRUISE CANCELLATION

Your safety is one of our main concerns; it may be necessary to put off your cruise in the event of the following:

- a) Weather or marine phenomenon affecting the safe operation of the cruisers or the safety of the piers.
- b) Public organization's instruction to cancel the day's cruise;
- c) Natural disaster, fire, shipwreck, breakdown of the ship or other unavoidable issues arise;
- d) Receival of request or order from a government administration office; or
- e) Danger in setting sail and reaching the shore in case of emergency evacuation.

When a cruise is put off under these above circumstances, we will inform you as soon as possible. When the captain of the ship decides to call off the cruise, we will put off the cruise to a later date or you will be refunded in full.

Please note that in following circumstances, payment is non-refundable.

- f) Dangerous goods or other illegal materials are discovered on board;
- g) Disobeying the captain's instructions given to avoid dangerous situations;
- h) You cancel the cruise on your own due to bad weather, unless you have contacted us beforehand and we agreed that you are going to put off the cruising date, or
- i) Taking illegal action(s) as outlined in ARTICLE VIII.

ARTICLE IV. CRUISE CHANGES

a) We may change the route, piers, and time of the cruise under the following circumstances: an accident around the bay, breakdown of your cruiser or bad weather. In these cases, the piers may change and/or the cruising time may be later than the original time. Please make sure that every passenger has time after the set cruising time since there's slight possibility that we may need to change the time of the cruise. We cannot pay you for any transportation fees you and your guests incur to travel to the changed piers. When it becomes difficult for cruiser #8, 10, 21, 26, 31, 32 or 33 to operate in Tokyo, they will operate the cruise in Yokohama.

b) In the case of bad weather, we will discuss changing the cruising date to a later date. However, if you and your party are unable to go on a cruise at a later time for any reason, we will refund the full price of your cruise within a week after the captain's decision of cancellation. If it is necessary for you to have the party on the same date, we will do our best to coordinate and find a venue on-land, although we cannot guarantee that we will be able to find a venue on short notice.

c) During typhoon season, the captain will make the final decision on whether the cruise goes on or not by 8 pm one day before the cruise; but he reserves the right to hold off his decision until early morning on the day of the cruise.

ARTICLE V. CANCELLATION FEE

Cancellation after reservation is subject to the following cancellation fees.

Cancellation date	Contract date to 31 days before the cruise	15 days to 30 days before the cruise	8 days to 14 days before the cruise	2 days to 7 days before the cruise	1 day before the cruise	On the day of the cruise
Cancellation Rate	10% of the total cost	20% of the total cost	30% of the total cost	50% of the total cost	80% of the total cost	100% of the total cost

*Total cost includes cruiser rental fee, option fees and food and drink fees.

ARTICLE VI. CANCELLATION DUE TO FAULT OF CUSTOMER

In the event of the following circumstances, we will immediately cancel the cruise. You may be subject to pay a cancellation fee as outlined in ARTICLE V.

- a) Non- receipt of this consent form and a copy of your ID,
- b) Customer takes any actions contrary to the law and/or public policy, or
- c) Disturbance of other customers.

ARTICLE VII. ACCIDENTS AND THEFT

We cannot be responsible for any accidents that may occur among customers. Please be safe at all times.

Unless we offer cloak-room services and were in possession of your belongings, we cannot be responsible for lost, stolen or misplaced items. Please be cautious during your cruise.

ARTICLE VIII. FORBIDDEN ACTIONS

We will immediately cancel the cruise if you and/or any of your guests, commit any of the following actions, which are deemed forbidden:

- a) Bring dangerous goods or materials, e.g. flammables
- b) Bring something foul-smelling,
- c) Jump off the boat in a restricted area,
- d) Dispose items improperly,
- e) Damage to cruiser property, e.g. breakage or uncleanness,
- f) Indecent exposure and other actions relating to the crime of public indecency, or
- g) Commit other violent and dangerous acts.

We also reserve the right to decide and claim that you and your guests are ill-mannered, and therefore not appropriate to be our customer.

Please keep in mind that If you or your guests break an item while on board, you are responsible to pay the value of the broken item. If the cruiser cannot operate due to the breakage of an item, you will also be responsible to pay the value of the profit loss during the inoperation of the cruise. If major problems occur as a result, we will hold counsel with the customer.

ARTICLE IX. PRECAUTIONS

- a) There is a sound level restriction aboard the cruise. When using electronic devices and/or sound systems, please enjoy your cruise at the sound level we indicate.

- b) Allow yourself plenty of time to arrive at the pier before the start of your cruise. We will not change the departure time, even if you may be late due to a traffic accident or a disruption in the train schedule. However, if you let us know in advance, it may be possible, depending on the cruiser, for us to change the departure time or wait for people to come to the pier. In the event that the departure time is delayed, the disembarking time will remain the same. You can extend your cruising time for an additional fee.
- c) We do not allow any under aged-person to drink or smoke.
- d) We check basic facilities such as bathrooms and lighting. We are responsible for any options you order through us; however, we cannot be responsible for the technical difficulties of relevant items (microphones, video, audio, karaoke equipment, etc), or your electronic devices, in addition to difficulties in connections between your devices and ours.
- e) There is a sound level limitation outside of the cruise due to the noise of the engine. We cannot be responsible for the engine noise.

ARTICLE X. CRUISING SERVICES

- a) We do not participate in your cruise's overall program, and therefore, cannot be held responsible for the cruise's progress and outcome on the day of the cruise.
- b) Although we do our best, we cannot guarantee that our free services, such as picture-taking, providing sparkling wine for a toast, audio and video support, etc., will improve customer satisfaction.
- c) Regarding wedding reception cruises, we will normally ask you to pay an extra service fee due to the enormity of responsibility of such cruises as compared to other types of cruises. Even if we do not ask you to pay the extra service fee, we cannot be responsible for contingency.

ARTICLE XI. WAIVER OF CLAIM

If cruise cancellation occurs on the day of the cruise, or something goes wrong due to the reasons outlined in this consent form, you cannot file a claim.

I understand, accept and will follow the terms and conditions outlined above and submit this original consent form before the cruise.

Date:

Address:

Contact Information:

Your Company Name:

Your Name (PRINT):

Your Name (Signature):