

# Standard Terms and Conditions of Travel Agency Business

(Unofficial translation for reference; the original is in Japanese)

**Last Amendment:** Notification No. 1 of the Japan Tourism Agency and Consumer Affairs Agency, dated March 2, Reiwa 2 (Applicable from April 1, Reiwa 2)

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Part on Contract for Tour Arranged by the Company (Kikaku Ryoko) Chapter I General Provisions

## (Scope of Application)

**Article 1** Contracts concerning **Package Tours** (hereinafter referred to as a "**Package Tour Contract**") concluded between the Company and a Traveler shall be governed by these General Terms and Conditions. Any matters not stipulated in these General Terms and Conditions shall be governed by laws and regulations or generally established custom.

2 Notwithstanding the preceding paragraph, if the Company concludes a special agreement in writing, provided that it is not contrary to laws and regulations and is not disadvantageous to the Traveler, the special agreement shall take precedence.

## (Definitions)

**Article 2** In these General Terms and Conditions, a "**Package Tour**" means a trip for which the Company, in advance of recruiting Travelers, creates a plan concerning the trip, determining the travel destination and schedule, the content of transportation or accommodation services the Traveler can receive, and the amount of travel fees to be paid to the Company, and implements the trip in accordance with this plan.

2 In these General Terms and Conditions, "**Domestic Travel**" means travel solely within Japan, and "**Overseas Travel**" means travel other than Domestic Travel.

3 In this Part, a "**Communication Contract**" means a Package Tour Contract concluded between the Company and a card member of a credit card company affiliated with the Company or a company selling the Company's Package Tour as an agent (hereinafter referred to as an "**Affiliated Company**"), upon receiving an application by telephone, mail, facsimile, internet, or other means of communication, where the Traveler has, in advance, consented to the settlement of the claim or debt related to the travel fee etc., based on the Package Tour Contract which the Company holds against the Traveler, or which the Company owes to the Traveler, in accordance with the Affiliated Company's card member agreement separately stipulated to be after the date on which said claim or debt is to be performed, and the content of which is that the Traveler pays the travel fee etc. for the said Package Tour Contract by the methods stipulated in Article 12, Paragraph 2, Article 16, Paragraph 1 (latter sentence), and Article 19, Paragraph 2.

4 In these General Terms and Conditions, the "**Card Usage Date**" means the date on which the Traveler or the Company is to perform the obligation for payment or refund of the travel fee etc. based on the Package Tour Contract.

#### **(Content of Travel Contract)**

**Article 3** In a Package Tour Contract, the Company undertakes to make arrangements for the Traveler to receive transportation, accommodation, and other services related to the trip (hereinafter referred to as "**Travel Services**") provided by transportation/accommodation providers, etc., in accordance with the travel schedule set by the Company, and to manage the itinerary.

#### **(Arrangement Agents)**

**Article 4** In performing the Package Tour Contract, the Company may have other travel agencies inside or outside Japan, persons engaged in arrangement business, or other assistants act as agents for all or part of the arrangements.  
Chapter II Conclusion of Contract

#### **(Application for Contract)**

**Article 5** A Traveler wishing to apply for a Package Tour Contract with the Company must complete the required particulars on the Company's prescribed application form (hereinafter referred to as the "**Application Form**") and submit it to the Company, along with an application deposit of an amount separately determined by the Company.

2 Notwithstanding the preceding paragraph, a Traveler wishing to apply for a Communication Contract with the Company must notify the Company of the name of the Package Tour they are applying for, the travel start date, their membership number, and other particulars (hereinafter referred to as the "**Membership Number etc.**" in the next Article).

3 The application deposit in paragraph 1 shall be treated as part of the travel fee or cancellation fee/penalty fee.

4 A Traveler who requires special consideration for participation in the Package Tour must state this at the time of application for the contract. In this case, the Company shall respond within a possible range.

5 Expenses required for special measures taken by the Company for the Traveler based on the request in the preceding paragraph shall be borne by the Traveler.

#### **(Reservation by Telephone, etc.)**

**Article 6** The Company accepts reservations for Package Tour Contracts by telephone, mail, facsimile, internet, and other means of communication. In this case, the contract is not established at the time of reservation, and the Traveler must submit the Application Form and application deposit or notify the Membership Number etc. to the Company in accordance with Article 5, Paragraph 1 or 2, within a period specified by the Company after the

Company notifies the acceptance of the reservation.

2 When the Application Form and application deposit have been submitted, or the Membership Number etc. has been notified in accordance with the preceding paragraph, the order of conclusion of the Package Tour Contract shall be based on the order in which the reservation was accepted.

3 If the Traveler does not submit the application deposit or notify the Membership Number etc. within the period in Paragraph 1, the Company shall treat the reservation as non-existent.

#### **(Refusal of Contract Conclusion)**

**Article 7** The Company may not agree to conclude a Package Tour Contract in the following cases:

1. When the Traveler does not meet the conditions for participating Travelers such as gender, age, qualifications, skills, and others explicitly stated by the Company in advance.
2. When the number of applicants reaches the planned capacity.
3. When there is a risk that the Traveler may cause annoyance to other Travelers or obstruct the smooth conduct of group activities.
4. In the case of attempting to conclude a Communication Contract, and the Traveler's credit card is invalid, or the Traveler cannot settle all or part of the debt related to the travel fee etc. in accordance with the Affiliated Company's card member agreement.
5. When the Traveler is recognized as an organized crime group member, quasi-member, associate, related company, racketeer, or other anti-social force.
6. When the Traveler engages in violent demands, unjust demands, threatening language or behavior related to transactions, or equivalent behavior towards the Company.
7. When the Traveler engages in circulating rumors, using deceptive means, or force to damage the Company's credit or obstruct the Company's business, or equivalent behavior.
8. When there are other business reasons of the Company.

#### **(Time of Contract Establishment)**

**Article 8** A Package Tour Contract shall be established when the Company accepts the conclusion of the contract and receives the application deposit specified in Article 5, Paragraph 1.

2 Notwithstanding the preceding paragraph, a Communication Contract shall be established when the Company's notification of acceptance of the conclusion of the contract reaches the Traveler.

#### **(Delivery of Contract Document)**

**Article 9** The Company shall promptly deliver to the Traveler a document (hereinafter referred to as the "**Contract Document**") describing the travel schedule, the content of Travel Services, the travel fee, other travel conditions, and matters concerning the Company's responsibility, immediately after the contract is established as stipulated in the preceding Article.

2 The scope of Travel Services for which the Company is obligated to arrange and manage the itinerary under the Package Tour Contract shall be as specified in the Contract Document in the preceding paragraph.

**(Final Document)**

**Article 10** If the Contract Document in Article 9, Paragraph 1 cannot state the confirmed travel schedule, and the names of the transportation or accommodation providers, the Contract Document shall limit and list the names of the planned accommodation providers and important transportation providers for display purposes, and a document (hereinafter referred to as the "**Final Document**") stating these confirmed details shall be delivered by the date specified in the said Contract Document, which is by the day before the travel start date (or the travel start date, if the application for the Package Tour Contract was made on or after the seventh day counting backward from the day before the travel start date).

2 In the case of the preceding paragraph, if a Traveler who wishes to confirm the arrangement status makes an inquiry, the Company shall respond promptly and appropriately even before the delivery of the Final Document.

3 When the Final Document in Paragraph 1 has been delivered, the scope of Travel Services for which the Company is obligated to arrange and manage the itinerary pursuant to Article 9, Paragraph 2, shall be specified as described in the said Final Document.

**(Method Utilizing Information Communication Technology)**

**Article 11** When the Company has obtained the Traveler's prior consent, and in lieu of delivering the document describing the travel schedule, the content of Travel Services, the travel fee, other travel conditions, and matters concerning the Company's responsibility, the Contract Document, or the Final Document, which are to be delivered to the Traveler upon concluding the Package Tour Contract, the Company has provided the matters that should be described in the said document (hereinafter referred to as the "**Described Matters**" in this Article) by a method utilizing information communication technology, the Company shall confirm that the Described Matters have been recorded in a file provided in the Traveler's communication device.

2 In the case of the preceding paragraph, if the communication device used by the Traveler is not equipped with a file for recording the Described Matters, the Company shall record the Described Matters in a file provided in the Company's communication device (limited to those exclusively for the use of the said Traveler) and confirm that the Traveler has viewed the Described Matters.

**(Travel Fee)**

**Article 12** The Traveler must pay the Company the amount of the travel fee stated in the Contract Document by the deadline stated in the Contract Document, which is up to the travel start date.

2 When a Communication Contract has been concluded, the Company shall receive payment of the travel fee amount stated in the Contract Document using the Affiliated Company's card without the Traveler's signature on

the prescribed slip. The Card Usage Date shall be the date of the establishment of the travel contract. Chapter III  
Contract Changes

**(Change in Contract Content)**

**Article 13** The Company may change the travel schedule, the content of Travel Services, and other contents of the Package Tour Contract (hereinafter referred to as the "**Contract Content**") by explaining the reason why the said matter is beyond the Company's involvement and the causal relationship with the said matter to the Traveler promptly and in advance, if an unavoidable reason arises, such as natural disaster, war, riot, cessation of Travel Service provision by transportation/accommodation providers, government/public agency orders, provision of transportation services not according to the initial operation plan, or other reasons beyond the Company's involvement, in order to ensure the safe and smooth execution of the trip. However, in emergency cases where it is unavoidable, the explanation will be given after the change.

**(Change in Travel Fee Amount)**

**Article 14** If the fares/charges applicable to the transportation providers used for implementing the Package Tour (hereinafter referred to as the "**Applicable Fares/Charges**" in this Article) are significantly increased or decreased beyond the extent normally anticipated compared to the Applicable Fares/Charges officially announced as valid at the time of recruiting the Package Tour due to a significant change in economic conditions, etc., the Company may increase or decrease the amount of the travel fee within the range of the increased or decreased amount.

2 When the Company increases the travel fee pursuant to the preceding paragraph, it shall notify the Traveler of that fact no later than the fifteenth day counting backward from the day before the travel start date.

3 When the Applicable Fares/Charges specified in Paragraph 1 are decreased, the Company shall reduce the travel fee only by the amount of the decrease, pursuant to the provisions of the said paragraph.

4 If there is a decrease or increase in the cost required for the implementation of the trip due to a change in the Contract Content based on the provisions of the preceding Article (excluding the case where the cost increase is due to a shortage of seats, rooms, or other facilities of the transportation/accommodation providers despite the provision of the Travel Service by those providers), the Company may change the amount of the travel fee within that range at the time of the change in the Contract Content.

5 If the Contract Document states that the travel fee differs depending on the number of users of the transportation/accommodation providers, and the number of users changes due to reasons not attributable to the Company after the establishment of the Package Tour Contract, the Company may change the amount of the travel fee as stated in the Contract Document.

**(Change of Traveler)**

**Article 15** A Traveler who has concluded a Package Tour Contract with the Company may, with the Company's

consent, transfer their contractual status to a third party.

2 When a Traveler seeks the Company's consent stipulated in the preceding paragraph, they must complete the required particulars on the Company's prescribed form and submit it to the Company, along with a prescribed amount of handling fee.

3 The transfer of contractual status in Paragraph 1 shall take effect upon the Company's consent, and thereafter, the third party who has taken over the contractual status shall succeed to all rights and obligations of the Traveler concerning the said Package Tour Contract.

#### **(Traveler's Right of Cancellation)**

**Article 16** The Traveler may cancel the Package Tour Contract at any time by paying the Company a cancellation fee as stipulated in **Appended Table I**. In the case of canceling a Communication Contract, the Company shall receive payment of the cancellation fee using the Affiliated Company's card without the Traveler's signature on the prescribed slip.

2 The Traveler may cancel the Package Tour Contract without paying a cancellation fee before the start of the trip, notwithstanding the preceding paragraph, in the following cases:

1. When the Contract Content has been changed by the Company. However, this is limited to cases where the change is an important one, such as those listed in the left column of **Appended Table II**.
2. When the travel fee has been increased based on the provisions of Article 14, Paragraph 1.
3. When the safe and smooth execution of the trip has become impossible or there is an extremely high risk of it becoming impossible due to natural disaster, war, riot, cessation of Travel Service provision by transportation/accommodation providers, government/public agency orders, or other reasons.
4. When the Company fails to deliver the Final Document to the Traveler by the deadline stipulated in Article 10, Paragraph 1.
5. When the execution of the trip in accordance with the travel schedule stated in the Contract Document has become impossible due to reasons attributable to the Company.

3 After the start of the trip, if the Traveler becomes unable to receive the Travel Services stated in the Contract Document due to reasons not attributable to the Traveler, or if the Company notifies them of this fact, the Traveler may cancel the part of the contract for which the Travel Services can no longer be received, without paying a cancellation fee, notwithstanding the provisions of Paragraph 1.

4 In the case of the preceding paragraph, the Company shall refund to the Traveler the amount corresponding to the part of the travel fee for which the Travel Services could no longer be received. However, if the case in the preceding paragraph is due to reasons not attributable to the Company, the Company shall refund to the Traveler the amount remaining after deducting the cancellation fee, penalty fee, and other expenses already paid or to be paid for the said Travel Services from the said amount.

#### **(Company's Right of Cancellation, etc. - Cancellation Before Travel Start)**

**Article 17** The Company may cancel the Package Tour Contract before the travel start by explaining the reason to the Traveler, in the following cases:

1. When it is found that the Traveler does not meet the conditions for participating Travelers, such as gender, age, qualifications, skills, and others explicitly stated by the Company in advance.
2. When the Traveler is deemed unable to endure the said trip due to illness, absence of necessary caregiver, or other reasons.
3. When the Traveler is deemed likely to cause annoyance to other Travelers or obstruct the smooth conduct of group travel.
4. When the Traveler requests a burden exceeding a reasonable range regarding the Contract Content.
5. When the number of Travelers does not reach the minimum number of participants stated in the Contract Document.
6. When there is an extremely high risk that the conditions for trip implementation, such as the required snowfall amount for a ski trip, explicitly stated at the time of contract conclusion, will not be met.
7. When the safe and smooth execution of the trip in accordance with the travel schedule stated in the Contract Document has become impossible or there is an extremely high risk of it becoming impossible due to natural disaster, war, riot, cessation of Travel Service provision by transportation/accommodation providers, government/public agency orders, or other reasons beyond the Company's involvement.
8. In the case of concluding a Communication Contract, and the Traveler's credit card becomes invalid, or the Traveler can no longer settle all or part of the debt related to the travel fee etc. in accordance with the Affiliated Company's card member agreement.
9. When it is found that the Traveler falls under any of Article 7, Items 5 to 7.

2 If the Traveler does not pay the travel fee by the deadline stated in the Contract Document in Article 12, Paragraph 1, it shall be deemed that the Traveler canceled the Package Tour Contract on the day following the said deadline. In this case, the Traveler must pay the Company a penalty fee equivalent to the cancellation fee stipulated in Paragraph 1 of the preceding Article.

3 When the Company intends to cancel the Package Tour Contract due to the reason listed in Paragraph 1, Item 5, it shall notify the Traveler of the cancellation of the trip no later than the thirteenth day (or the third day for a day trip) counting backward from the day before the travel start date for Domestic Travel, and no later than the twenty-third day (or the thirty-third day for trips starting during peak times stipulated in **Appended Table I**) counting backward from the day before the travel start date for Overseas Travel.

#### **(Company's Right of Cancellation - Cancellation After Travel Start)**

**Article 18** The Company may cancel a part of the Package Tour Contract after the travel start by explaining the reason to the Traveler, in the following cases:

1. When the Traveler is unable to continue the trip due to illness, absence of necessary caregiver, or other reasons.
2. When the Traveler violates the Company's instructions given by a tour conductor or other person for the safe and smooth execution of the trip, or disrupts the discipline of group activities by violence or intimidation against these persons or other accompanying Travelers, thereby obstructing the safe and smooth execution of the said trip.

3. When it is found that the Traveler falls under any of Article 7, Items 5 to 7.
4. When the continuation of the trip has become impossible due to natural disaster, war, riot, cessation of Travel Service provision by transportation/accommodation providers, government/public agency orders, or other reasons beyond the Company's involvement.

2 When the Company cancels the Package Tour Contract based on the provisions of the preceding paragraph, the contractual relationship between the Company and the Traveler shall cease to exist only for the future. In this case, the Company's obligation regarding the Travel Services already received by the Traveler shall be deemed to have been validly performed.

3 In the case of the preceding paragraph, the Company shall refund to the Traveler the amount remaining after deducting the cancellation fee, penalty fee, and other expenses already paid or to be paid for the said Travel Services from the amount corresponding to the part of the travel fee for which the Traveler has not yet received the Travel Services.

#### **(Refund of Travel Fee)**

**Article 19** When an amount to be refunded to the Traveler arises due to the travel fee being reduced pursuant to Article 14, Paragraphs 3 to 5, or the Package Tour Contract being canceled pursuant to the preceding three Articles, the Company shall refund the said amount to the Traveler within seven days counting from the day following the cancellation for a refund due to cancellation before the travel start, and within thirty days counting from the day following the travel end date stated in the Contract Document for a refund due to reduction or cancellation after the travel start.

2 When the Company has concluded a Communication Contract and an amount to be refunded to the Traveler arises due to the travel fee being reduced pursuant to Article 14, Paragraphs 3 to 5, or the Communication Contract being canceled pursuant to the preceding three Articles, the Company shall refund the said amount to the Traveler in accordance with the Affiliated Company's card member agreement. In this case, the Company shall notify the Traveler of the amount to be refunded within seven days counting from the day following the cancellation for a refund due to cancellation before the travel start, and within thirty days counting from the day following the travel end date stated in the Contract Document for a refund due to reduction or cancellation after the travel start, and the date of said notification to the Traveler shall be the Card Usage Date.

3 The provisions of the preceding two paragraphs shall not preclude the Traveler or the Company from exercising their right to claim damages pursuant to Article 27 or Article 30, Paragraph 1.

#### **(Arrangement of Return Trip After Contract Cancellation)**

**Article 20** When the Company cancels the Package Tour Contract after the travel start pursuant to Article 18, Paragraph 1, Item 1 or 4, the Company shall undertake the arrangement of necessary Travel Services for the Traveler to return to the starting point of the said trip, upon the Traveler's request.

2 In the case of the preceding paragraph, all expenses required for the trip to return to the starting point shall be

**(Group Contract)**

**Article 21** Regarding the conclusion of a Package Tour Contract applied for by multiple Travelers traveling the same itinerary simultaneously, designating a responsible representative (hereinafter referred to as the "**Contract Responsible Person**"), the provisions of this Chapter shall apply.

**(Contract Responsible Person)**

**Article 22** Except when a special agreement is concluded, the Company shall deem the Contract Responsible Person to have all powers of agency regarding the conclusion of the Package Tour Contract for the Travelers constituting the group (hereinafter referred to as the "**Constituents**"), and transactions concerning the travel business related to the said group shall be conducted with the said Contract Responsible Person.

2 The Contract Responsible Person must submit a list of Constituents to the Company by the date specified by the Company.

3 The Company shall not be liable for any debt or obligation that the Contract Responsible Person currently owes or is anticipated to owe to the Constituents in the future.

4 If the Contract Responsible Person does not accompany the group, the Company shall regard a Constituent selected in advance by the Contract Responsible Person as the Contract Responsible Person after the start of the trip.Chapter VI Itinerary Management

**(Itinerary Management)**

**Article 23** The Company shall endeavor to ensure the safe and smooth execution of the Traveler's trip and perform the following services for the Traveler. However, this shall not apply if the Company has concluded a special agreement with the Traveler to the contrary.

1. When it is deemed that the Traveler may not be able to receive Travel Services during the trip, to take necessary measures to ensure the provision of Travel Services in accordance with the Package Tour Contract.
2. If the Contract Content must be changed despite taking the measures in the preceding item, to arrange alternative services. In this case, the Company shall endeavor to minimize changes in the Contract Content, such as striving to ensure that the changed travel schedule conforms to the original intent of the travel schedule, and that the changed content of Travel Services is similar to the original Travel Services.

**(Company's Instructions)**

**Article 24** The Traveler must follow the Company's instructions for the safe and smooth execution of the trip when acting as a group between the start and end of the trip.

## **(Duties of Tour Conductor, etc.)**

**Article 25** Depending on the content of the trip, the Company may have a tour conductor or other person accompany the group to perform all or part of the duties listed in each item of Article 23 and other duties deemed necessary by the Company incidental to the said Package Tour.

2 The time zone during which the tour conductor or other person in the preceding paragraph engages in the duties in the said paragraph shall, in principle, be from 8:00 to 20:00.

## **Article 26 (Protective Measures)**

In the event that the Company recognizes that a traveler during the tour requires protection due to illness, injury, or other circumstances, the Company may take necessary measures. In such a case, if the measures were not due to reasons attributable to the Company, the expenses incurred for such measures shall be borne by the traveler, and the traveler must pay said expenses by the date and method designated by the Company. Chapter 7 Liability

## **Article 27 (Company's Liability)**

1. In the performance of the package tour contract, the Company shall be liable for compensation for damages caused to the traveler by the Company or by a person entrusted by the Company to arrange services pursuant to Article 4 (hereinafter referred to as the "Arrangement Agent") due to intent or negligence. However, this shall apply only if the Company is notified of the damage within two years from the day following the date of the damage's occurrence.
2. The Company shall not be liable for compensation for damages suffered by a traveler due to natural disaster, war, riot, cessation of transportation/accommodation services, orders from public authorities, or other reasons not attributable to the Company or its Arrangement Agent, except in the case stipulated in the preceding paragraph.
3. Notwithstanding the provision of paragraph 1, for damages occurring to baggage, the Company shall compensate the traveler up to a limit of 150,000 yen per traveler (excluding cases where the Company has willful misconduct or gross negligence), and only if the Company is notified within fourteen days from the day following the date of damage occurrence for domestic tours, or within twenty-one days for overseas tours.

## **Article 28 (Special Compensation)**

1. Regardless of whether the Company is liable under paragraph 1 of the preceding Article, the Company shall pay compensation money and solatium (condolence money) for certain damages sustained by the traveler to life, body, or baggage during participation in the package tour, as stipulated in the separate Special Compensation Regulations.
2. If the Company is liable for the damage under paragraph 1 of the preceding Article, the compensation money payable by the Company under the preceding paragraph shall be deemed to be the damage compensation money payable based on that liability, up to the limit of the damage compensation money amount.
3. In the case stipulated in the preceding paragraph, the Company's obligation to pay compensation money under paragraph 1 shall be reduced by the amount equivalent to the damage compensation money

(including the compensation money deemed to be damage compensation money under the preceding paragraph) payable by the Company under paragraph 1 of the preceding Article.

4. For package tours carried out by the Company targeting travelers participating in the Company's package tour, by collecting a separate tour price, such tours shall be treated as part of the content of the main package tour contract.

#### **Article 29 (Itinerary Guarantee)**

1. If a material change in the contract content listed in the upper column of Appendix 2 occurs (excluding changes listed in the following items (and those due to a shortage of seats, rooms, or other facilities of the transport/accommodation providers, even though the transport/accommodation providers are offering the travel service)), the Company shall pay compensation money for the change, which is equal to or greater than the amount calculated by multiplying the tour price by the rate stated in the lower column of the same table, within thirty days from the day following the tour end date. However, this shall not apply if it is clear that the Company is liable under Article 27, paragraph 1 for the said change.

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1. Changes due to the following reasons:

- (a) Natural disaster
- (b) War
- (c) Riot
- (d) Orders from public authorities
- (e) Cessation of transportation/accommodation services
- (f) Provision of transportation services not based on the initial operation plan
- (g) Measures necessary for securing the life or physical safety of the tour participants

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1. Changes related to the canceled portion when the package tour contract is canceled pursuant to the provisions of Articles 16 to 18.
2. The maximum amount of change compensation money payable by the Company shall be the amount calculated by multiplying the tour price by a rate determined by the Company, which is 15% or more, per traveler per package tour. Also, if the amount of change compensation money payable per traveler per package tour is less than 1,000 yen, the Company shall not pay change compensation money.
3. If it becomes clear that the Company is liable under Article 27, paragraph 1 for the change after the Company has paid change compensation money under paragraph 1, the traveler must return the change compensation money related to the said change to the Company. In this case, the Company shall pay the remaining amount after offsetting the damage compensation money payable by the Company under the said paragraph and the change compensation money to be returned by the traveler.

#### **Article 30 (Traveler's Liability)**

1. If the Company suffers damage due to the traveler's intent or negligence, the traveler must compensate for the damage.
2. When concluding a package tour contract, the traveler must utilize the information provided by the Company and endeavor to understand the traveler's rights and obligations, and other contents of the package tour contract.
3. After the commencement of the tour, in order to smoothly receive the travel services described in the contract document, if the traveler recognizes that a travel service different from the contract document has

been provided, the traveler must promptly notify the Company, the Arrangement Agent, or the travel service provider at the travel destination.

#### Chapter 8 Business Security Deposit (In case of not being a Guarantee Member of a Travel Agency Association)

##### **Article 31 (Business Security Deposit)**

1. A traveler or constituent who has concluded a package tour contract with the Company may receive reimbursement from the business security deposit deposited by the Company based on the provisions of Article 7, paragraph 1 of the Travel Agency Act, regarding claims arising from that transaction.
2. The name and location of the depository where the Company has deposited the business security deposit are as follows:
  - 1. Name
  - 1. Location

#### Chapter 8 Guarantee Deposit for Business Transaction Liability (In case of being a Guarantee Member of a Travel Agency Association)

##### **Article 31 (Guarantee Deposit for Business Transaction Liability)**

1. The Company is a Guarantee Member of the Japan Association of Travel Agents (3-3 Kasumigaseki, Chiyoda-ku, Tokyo).
2. A traveler or constituent who has concluded a package tour contract with the Company may receive reimbursement from the Guarantee Deposit for Business Transaction Liability deposited by the Japan Association of Travel Agents mentioned in the preceding paragraph, up to the amount of 3 million yen, regarding claims arising from that transaction.
3. The Company has paid the Guarantee Deposit for Business Transaction Liability contribution to the Japan Association of Travel Agents based on the provisions of Article 49, paragraph 1 of the Travel Agency Act, and therefore has not deposited the Business Security Deposit based on Article 7, paragraph 1 of the same Act.

Appendix 1: Cancellation Fees (Article 16, Paragraph 1)I. Cancellation Fees for Package Tours .

Domestic Tours

| Category  | Cancellation Fee  |
|---|---|
| <b>(1) Package Tour Contracts other than the next item</b>  |   |
| (a) Cancellation on or after the 20th day counting back from the day preceding the travel start date (the 10th day for day trips) (excluding cases listed in (b) to (e)).   | Up to 20% of the Tour Price                                     |
| (b) Cancellation on or after the 7th day counting back from the day preceding the travel start date (excluding cases listed in (c) to (e)).   | Up to 30% of the Tour Price                                     |
| (c) Cancellation on the day preceding the travel start date.  | Up to 40% of the Tour Price                                     |
| (d) Cancellation on the travel start date (excluding the case listed in (e)).   | Up to 50% of the Tour Price                                     |
| (e) Cancellation after the travel start or no-show without contact.   | Up to 100% of the Tour Price                                    |
| <b>(2) Package Tour Contracts using chartered vessels.</b>  | Subject to the cancellation fee provisions for the said vessel. |
| <b>Notes:</b> (1) The amount of the cancellation fee will be specified in the contract document. (2) For the application of this table, "after the travel start" refers to the time after "the service begins to be received" as stipulated in Article 2, paragraph 3 of the separate Special Compensation Regulations. |   |

2. Overseas Tours

| Category   | Cancellation Fee            |
|--|-----------------------------|
| <b>(1) Package Tour Contracts using an aircraft at the time of departure from or arrival in Japan (excluding the travel contract listed in the next item).</b>                                 |                             |
| (a) Cancellation on or after the 40th day counting back from the day preceding the travel start date, when the travel start date is during peak season (excluding cases listed in (b) to (d)). | Up to 10% of the Tour Price |
| (b) Cancellation on or after the 30th day counting back from the day preceding the travel start date (excluding cases listed in (c) and (d)).  | Up to 20% of the Tour Price |
| (c) Cancellation on or after the day preceding the day preceding the travel start date (excluding the case listed in (d)).   | Up to 50% of the Tour Price |

|   |   |
|---|---|
| Category  | Cancellation Fee  |
| (d) Cancellation after the travel start or no-show without contact.   | Up to 100% of the Tour Price                                    |
| <b>(2) Package Tour Contracts using chartered aircraft.</b>   |   |
| (a) Cancellation on or after the 90th day counting back from the day preceding the travel start date (excluding cases listed in (b) to (d)).  | Up to 20% of the Tour Price                                     |
| (b) Cancellation on or after the 30th day counting back from the day preceding the travel start date (excluding cases listed in (c) and (d)).   | Up to 50% of the Tour Price                                     |
| (c) Cancellation on or after the 20th day counting back from the day preceding the travel start date (excluding the case listed in (d)).  | Up to 80% of the Tour Price                                     |
| (d) Cancellation on or after the 3rd day counting back from the day preceding the travel start date or no-show without contact.   | Up to 100% of the Tour Price                                    |
| <b>(3) Package Tour Contracts using a vessel at the time of departure from and arrival in Japan.</b>  | Subject to the cancellation fee provisions for the said vessel. |
| <b>Note:</b> "Peak Season" refers to the period from December 20 to January 7, April 27 to May 6, and July 20 to August 31.   |   |
| <b>Notes:</b> (1) The amount of the cancellation fee will be specified in the contract document. (2) For the application of this table, "after the travel start" refers to the time after "the service begins to be received" as stipulated in Article 2, paragraph 3 of the separate Special Compensation Regulations. |   |

## Appendix 2: Change Compensation Money 1. Part on Package Tour Contracts

(Related to Article 29, Paragraph 1)

| Changes for which Change Compensation Money is required                                | Rate per Case (%)           | Rate per Case (%)          |
|--|-----------------------------|----------------------------|
|  | Before Travel Start (旅行開始前) | After Travel Start (旅行開始後) |
| 1. Change to the travel start date or travel end date stated in the contract document. | 1.5                         | 3.0                        |
| 2. Change to the sightseeing spot or sightseeing facility (including                   | 1.0                         | 2.0                        |

| Changes for which Change Compensation Money is required  | Rate per Case (%) | Rate per Case (%) |
|--|-------------------|-------------------|
| restaurants) to be visited, or other change to the travel destination stated in the contract document.   |                   |                   |
| 3. Change to a lower-class or lower-facility transport service with a cheaper fare (limited to cases where the total fare of the changed class/facility is lower than that of the class/facility stated in the contract document). | 1.0               | 2.0               |
| 4. Change to the type or company name of the transport service stated in the contract document.  | 1.0               | 2.0               |
| 5. Change to a different flight at the departure or arrival airport in Japan stated in the contract document.  | 1.0               | 2.0               |
| 6. Change from a direct flight to a connecting or via flight between Japan and outside Japan stated in the contract document.  | 1.0               | 2.0               |
| 7. Change to the type or name of the accommodation provider stated in the contract document.   | 1.0               | 2.0               |
| 8. Change to the type of room, facilities, view, or other room conditions of the accommodation provider stated in the contract document.   | 1.0               | 2.0               |
| 9. Change to a matter listed in the preceding items that was stated in the tour title of the contract document.  | 2.5               | 5.0               |

Note 1 "Before the start of the trip" means the case where the traveler is notified of the change by the day before the start date of the trip. "After the start of the trip" means the case where the traveler is notified of the change on or after the start date of the trip.

Note 2 If a Final Document is issued, this table (Appended Table 2: Change Compensation Money) shall be applied by replacing "Contract Document" with "Final Document." In this case, if a change occurs between the content described in the Contract Document and the content described in the Final Document, or between the content described in the Final Document and the travel service actually provided, each change shall be treated as one item.

Note 3 If the transportation facility pertaining to the change listed in item 3 or item 4 involves the use of accommodation facilities, it shall be treated as one item per night.

Note 4 Regarding the change of the company name of the transportation facility listed in item 4, this shall not apply if the change is to a higher class or facility.

Note 5 Even if multiple changes listed in item 4 or item 7 or item 8 occur within one boarding/sailing or one night's stay, it shall be treated as one item per boarding/sailing or one night's stay.

Note 6 For the change listed in item 9, the rates from item 1 to item 8 shall not be applied, and item 9 shall apply.

## **Part on Custom-Ordered Planned Tour Contract**

### **Chapter I General Provisions**

#### **Article 1 (Scope of Application)**

1. The contract concerning custom-ordered planned tours (hereinafter referred to as the "Custom-Ordered Planned Tour Contract") concluded between the Company and the traveler shall be governed by the provisions of these General Terms and Conditions. Matters not stipulated in these General Terms and Conditions shall be governed by laws and regulations or generally established customs.
2. Notwithstanding the provisions of the preceding paragraph, if the Company concludes a special agreement in writing, provided that it does not violate laws and regulations and is not disadvantageous to the traveler, that special agreement shall prevail.

#### **Article 2 (Definitions of Terms)**

1. In these General Terms and Conditions, "Custom-Ordered Planned Tour" means a tour carried out by the Company based on a plan created at the request of the traveler, which pre-determines the destination and itinerary of the tour, the content of transportation or accommodation services to be received by the traveler, and the amount of the travel price to be paid by the traveler to the Company.
2. In these General Terms and Conditions, "Domestic Tour" means a tour only within Japan, and "Overseas Tour" means a tour other than a domestic tour.
3. In this Part, "Communication Contract" means a Custom-Ordered Planned Tour Contract concluded with a card member of a credit card company affiliated with the Company (hereinafter referred to as the "Affiliated Company") upon application via telephone, mail, facsimile, internet, or other means of communication, under which the traveler gives prior consent for the Company's claim or obligation regarding the travel price or other costs based on the Custom-Ordered Planned Tour Contract to be settled in accordance with the Affiliated Company's card member agreement separately determined after the date when said claim or obligation is due, and the traveler agrees to pay the travel price and other costs for the said Custom-Ordered Planned Tour Contract by the methods stipulated in Article 12, Paragraph 2, the latter sentence of Article 16, Paragraph 1, and Article 19, Paragraph 2.
4. In these General Terms and Conditions, "Card Usage Date" means the date on which the traveler or the Company is to fulfill the payment or refund obligation for the travel price and other costs based on the Custom-Ordered Planned Tour Contract.

#### **Article 3 (Content of the Travel Contract)**

The Company undertakes, under the Custom-Ordered Planned Tour Contract, to make arrangements and manage the itinerary so that the traveler can receive transportation, accommodation, and other travel-related services (hereinafter referred to as "Travel Services") provided by transportation and accommodation facilities, etc., according to the travel itinerary determined by the Company.

#### **Article 4 (Arrangement Agent)**

In fulfilling the Custom-Ordered Planned Tour Contract, the Company may entrust all or part of the arrangements

to other travel agents in or outside Japan, persons engaged in the business of making arrangements, or other auxiliary parties.

## **Chapter II Conclusion of the Contract**

### **Article 5 (Issuance of Planning Document)**

1. When a traveler who intends to apply to the Company for a Custom-Ordered Planned Tour Contract requests it, the Company shall issue a document (hereinafter referred to as the "Planning Document") stating the content of the planning concerning the travel itinerary, the content of the Travel Services, the travel price, and other travel conditions, which is prepared in line with the content of the request, except when the Company has operational reasons not to.
2. The Company may specify the amount of the handling charge for the planning (hereinafter referred to as the "Planning Charge") as a breakdown of the travel price in the Planning Document of the preceding paragraph.

### **Article 6 (Application for the Contract)**

1. A traveler who intends to apply to the Company for a Custom-Ordered Planned Tour Contract concerning the content of the planning described in Paragraph 1 of the preceding article must fill in the necessary particulars on the application form prescribed by the Company (hereinafter referred to as the "Application Form") and submit it to the Company along with the application fee in the amount separately determined by the Company.
2. Notwithstanding the provisions of the preceding paragraph, a traveler who intends to apply to the Company for a Communication Contract concerning the content of the planning described in Paragraph 1 of the preceding article must notify the Company of their membership number and other particulars.
3. The application fee mentioned in Paragraph 1 shall be treated as part of the travel price (including the Planning Charge if its amount is specified as a breakdown) or the cancellation fee or penalty.
4. A traveler who requires special consideration for participation in the Custom-Ordered Planned Tour should make a request at the time of application for the contract. In this case, the Company shall comply with the request to the extent possible.
5. Expenses required for special measures taken by the Company for the traveler based on the request in the preceding paragraph shall be borne by the traveler.

### **Article 7 (Refusal to Conclude a Contract)**

The Company may not accept the conclusion of a Custom-Ordered Planned Tour Contract in the following cases:

1. When the traveler is likely to cause annoyance to other travelers or obstruct the smooth implementation of group activities.
2. When concluding a Communication Contract, and the traveler's credit card is invalid, or for other reasons, the traveler cannot settle all or part of the debt related to the travel price and other costs in accordance with the Affiliated Company's card member agreement.
3. When the traveler is deemed to be a member of an organized crime group, a quasi-member of an organized crime group, a person related to an organized crime group, a company related to an organized crime group, or a corporate racketeer, or any other anti-social force.
4. When the traveler has made violent demands or unreasonable demands to the Company, or has engaged in

intimidating language or violence regarding a transaction, or any similar act.

5. When the traveler has damaged the Company's credibility or obstructed the Company's business by spreading rumors, using deception, or force, or has engaged in any similar act.
6. When there are other business reasons for the Company.

#### **Article 8 (Time of Contract Formation)**

1. The Custom-Ordered Planned Tour Contract shall be formed when the Company accepts the conclusion of the contract and receives the application fee set forth in Article 6, Paragraph 1.
2. Notwithstanding the provisions of the preceding paragraph, a Communication Contract shall be formed when the Company's notice of acceptance of the conclusion of the contract reaches the traveler.

#### **Article 9 (Issuance of Contract Document)**

1. The Company shall promptly issue to the traveler, after the formation of the contract stipulated in the preceding article, a document (hereinafter referred to as the "Contract Document") stating the travel itinerary, the content of the Travel Services, the travel price, and other travel conditions, and matters concerning the Company's responsibilities.
2. If the Company has specified the amount of the Planning Charge in the Planning Document of Article 5, Paragraph 1, the Company shall specify that amount in the Contract Document of the preceding paragraph.
3. The scope of the Travel Services for which the Company is obligated to make arrangements and manage the itinerary under the Custom-Ordered Planned Tour Contract shall be as described in the Contract Document of Paragraph 1.

#### **Article 10 (Final Document)**

1. If the confirmed travel itinerary, names of transportation, or accommodation facilities cannot be described in the Contract Document of Paragraph 1 of the preceding article, the Contract Document shall limit and list the names of the planned accommodation facilities and transportation facilities important for display purposes. Then, the Company shall issue a document stating their confirmed status (hereinafter referred to as the "Final Document") by the date stipulated in the said Contract Document, which is before the day prior to the start date of the trip (or the start date of the trip, if the application for the Custom-Ordered Planned Tour Contract was made on or after the seventh day counting back from the day prior to the start date of the trip).
2. In the case of the preceding paragraph, if a traveler requests confirmation of the arrangement status, the Company shall respond promptly and appropriately, even before the issuance of the Final Document.
3. If the Final Document mentioned in Paragraph 1 is issued, the scope of the Travel Services for which the Company is obligated to make arrangements and manage the itinerary under the provisions of Paragraph 3 of the preceding article shall be specified as described in the said Final Document.

#### **Article 11 (Method Using Information and Communications Technology)**

1. When the Company, with the prior consent of the traveler, provides the particulars that should be described in the Planning Document, the document to be issued to the traveler when concluding the Custom-Ordered Planned Tour Contract, the Contract Document, or the Final Document (hereinafter referred to as the "Particulars" in this article) by a method utilizing information and communications technology, in lieu of issuing the said documents, the Company shall confirm that the Particulars have been recorded in a file provided in the communication equipment used by the traveler.
2. In the case of the preceding paragraph, if the communication equipment used by the traveler is not equipped with a file for recording the Particulars, the Company shall record the Particulars in a file provided

in the communication equipment used by the Company (limited to one dedicated for the exclusive use of the said traveler) and confirm that the traveler has viewed the Particulars.

#### **Article 12 (Travel Price)**

1. The traveler must pay the Company the amount of the travel price stated in the Contract Document by the due date specified in the Contract Document before the start date of the trip.
2. When a Communication Contract is concluded, the Company shall receive payment of the travel price amount stated in the Contract Document using the Affiliated Company's card without the traveler's signature on the prescribed slip. The Card Usage Date shall be the date the travel contract is formed.

#### **Chapter III Change to the Contract**

#### **Article 13 (Change of Contract Content)**

1. The traveler may request the Company to change the travel itinerary, the content of the Travel Services, or other content of the Custom-Ordered Planned Tour Contract (hereinafter referred to as the "Contract Content"). In this case, the Company shall comply with the traveler's request to the extent possible.
2. The Company may change the Contract Content if unavoidable to ensure the safe and smooth implementation of the tour due to reasons beyond the Company's control, such as natural disaster, war, riot, cessation of Travel Services by transportation or accommodation facilities, order from a public office, or provision of transportation services that does not follow the initial operation plan. In such a case, the Company shall promptly explain to the traveler, in advance, the reason why the circumstance is beyond the Company's control and the causal relationship with the circumstance. However, in urgent cases where it is unavoidable, the explanation will be given after the change.

#### **Article 14 (Change in the Amount of the Travel Price)**

1. If the fares and charges (hereinafter referred to as "Applicable Fares and Charges" in this article) applicable to the transportation facilities used to implement the Custom-Ordered Planned Tour are significantly increased or decreased beyond the degree normally expected, compared to the Applicable Fares and Charges officially announced as valid at the time the Planning Document for the Custom-Ordered Planned Tour was issued, due to a significant change in economic conditions or other reasons, the Company may increase or decrease the amount of the travel price within the scope of the increased or decreased amount.
2. When the Company increases the travel price in accordance with the provisions of the preceding paragraph, the Company shall notify the traveler of this fact no later than the fifteenth day counting back from the day prior to the start date of the trip.
3. When the Applicable Fares and Charges set forth in Paragraph 1 are decreased, the Company shall decrease the travel price by the amount of the decrease in accordance with the provisions of the same paragraph.
4. If the expenses required for the implementation of the tour decrease or increase due to a change in the Contract Content under the provisions of the preceding article (including cancellation fees, penalties, or other expenses already paid or to be paid for the Travel Services not received due to the change in the Contract Content), excluding cases where the increase in expenses is due to a shortage of seats, rooms, or other facilities of transportation or accommodation facilities, despite those facilities providing the Travel Services, the Company may change the amount of the travel price within that scope at the time of the change in the Contract Content.
5. If the Company has stated in the Contract Document that the travel price differs depending on the number of people utilizing the transportation or accommodation facilities, and the number of users changes after

the Custom-Ordered Planned Tour Contract is formed for reasons not attributable to the Company, the Company may change the amount of the travel price as stated in the Contract Document.

#### **Article 15 (Substitution of Traveler)**

1. A traveler who has concluded a Custom-Ordered Planned Tour Contract with the Company may transfer their contractual status to a third party with the Company's consent.
2. When the traveler seeks the Company's consent stipulated in the preceding paragraph, the traveler must fill in the necessary particulars on the form prescribed by the Company and submit it to the Company along with the prescribed amount of commission.
3. The transfer of the contractual status in Paragraph 1 shall take effect upon the Company's consent, and thereafter, the third party who has received the transfer of the contractual status shall succeed to all rights and obligations of the traveler concerning the said Custom-Ordered Planned Tour Contract.

#### **Chapter IV Cancellation of the Contract**

#### **Article 16 (Traveler's Right of Cancellation)**

1. The traveler may cancel the Custom-Ordered Planned Tour Contract at any time by paying the Company the cancellation fee stipulated in Appended Table 1. In the case of canceling a Communication Contract, the Company shall receive payment of the cancellation fee using the Affiliated Company's card without the traveler's signature on the prescribed slip.
2. Notwithstanding the provisions of the preceding paragraph, the traveler may cancel the Custom-Ordered Planned Tour Contract before the start of the trip without paying a cancellation fee in the following cases:
3. When the Contract Content has been changed by the Company, provided that the change is an important one, such as those listed in the upper column of Appended Table 2.
4. When the travel price has been increased based on the provisions of Article 14, Paragraph 1.
5. When the safe and smooth implementation of the tour has become impossible or is highly likely to become impossible due to natural disaster, war, riot, cessation of Travel Services by transportation or accommodation facilities, order from a public office, or other causes.
6. When the Company has failed to issue the Final Document to the traveler by the due date specified in Article 10, Paragraph 1.
7. When the implementation of the tour according to the travel itinerary described in the Contract Document has become impossible due to reasons attributable to the Company.
8. After the start of the trip, if the traveler is unable to receive the Travel Services described in the Contract Document for reasons not attributable to the traveler, or if the Company informs the traveler of such impossibility, the traveler may cancel the contract for the portion of the Travel Services that cannot be received without paying a cancellation fee, notwithstanding the provisions of Paragraph 1.
9. In the case of the preceding paragraph, the Company shall refund to the traveler the amount corresponding to the portion of the Travel Services that could not be received, out of the travel price. However, if the case in the preceding paragraph is not due to reasons attributable to the Company, the Company shall refund the amount obtained by deducting the cancellation fee, penalty, or other expenses already paid or to be paid for the said Travel Service from the amount corresponding to the portion that could not be received.

#### **Article 17 (Company's Right of Cancellation, etc. - Cancellation Before Start of Trip)**

1. The Company may cancel the Custom-Ordered Planned Tour Contract before the start of the trip by explaining the reason to the traveler in the following cases:

2. When it is determined that the traveler cannot endure the said tour due to illness, absence of a necessary helper, or other reasons.
3. When it is determined that the traveler is likely to cause annoyance to other travelers or obstruct the smooth implementation of the group tour.
4. When the traveler requests a burden regarding the Contract Content that exceeds a reasonable scope.
5. When the conditions for the implementation of the tour, such as the necessary snowfall for a skiing tour, which were specified at the time of contract conclusion, are highly likely not to be fulfilled.
6. When the safe and smooth implementation of the tour according to the travel itinerary described in the Contract Document has become impossible or is highly likely to become impossible due to natural disaster, war, riot, cessation of Travel Services by transportation or accommodation facilities, order from a public office, or other causes beyond the Company's control.
7. When a Communication Contract has been concluded, and the traveler's credit card has become invalid, or for other reasons, the traveler can no longer settle all or part of the debt related to the travel price and other costs in accordance with the Affiliated Company's card member agreement.
8. When it is found that the traveler falls under any of items 3 to 5 of Article 7.
9. If the traveler fails to pay the travel price by the due date specified in the Contract Document of Article 12, Paragraph 1, the traveler shall be deemed to have canceled the Custom-Ordered Planned Tour Contract on the day following the said due date. In this case, the traveler must pay the Company a penalty equivalent to the cancellation fee stipulated in Paragraph 1 of the preceding article.

#### **Article 18 (Company's Right of Cancellation - Cancellation After Start of Trip)**

1. The Company may cancel part of the Custom-Ordered Planned Tour Contract even after the start of the trip by explaining the reason to the traveler in the following cases:
2. When the traveler cannot continue the tour due to illness, absence of a necessary helper, or other reasons.
3. When the traveler disrupts the discipline of group activities by violating the Company's instructions given by a tour conductor or other person for the safe and smooth implementation of the tour, or by engaging in violence or threats against such persons or other accompanying travelers, thereby obstructing the safe and smooth implementation of the said tour.
4. When it is found that the traveler falls under any of items 3 to 5 of Article 7.
5. When the continuation of the tour has become impossible due to natural disaster, war, riot, cessation of Travel Services by transportation or accommodation facilities, order from a public office, or other causes beyond the Company's control.
6. When the Company cancels the Custom-Ordered Planned Tour Contract based on the provisions of the preceding paragraph, the contractual relationship between the Company and the traveler shall be terminated only for the future. In this case, the Company's obligations regarding the Travel Services already received by the traveler shall be deemed to have been effectively fulfilled.
7. In the case of the preceding paragraph, the Company shall refund to the traveler the amount obtained by deducting the cancellation fee, penalty, or other expenses already paid or to be paid for the said Travel Service from the amount corresponding to the portion of the travel price for the Travel Services that the traveler has not yet received.

#### **Article 19 (Refund of Travel Price)**

1. If the travel price is reduced under the provisions of Article 14, Paragraphs 3 to 5, or if the Custom-Ordered Planned Tour Contract is canceled under the provisions of the preceding three articles, and an amount is

to be refunded to the traveler, the Company shall refund the said amount to the traveler within seven days from the day following the cancellation date in the case of a refund due to cancellation before the start of the trip, or within thirty days from the day following the scheduled end date of the trip stated in the Contract Document in the case of a refund due to a reduction or cancellation after the start of the trip.

2. If the Company has concluded a Communication Contract with the traveler, and if the travel price is reduced under the provisions of Article 14, Paragraphs 3 to 5, or if the Communication Contract is canceled under the provisions of the preceding three articles, and an amount is to be refunded to the traveler, the Company shall refund the said amount to the traveler in accordance with the Affiliated Company's card member agreement. In this case, the Company shall notify the traveler of the amount to be refunded within seven days from the day following the cancellation date in the case of a refund due to cancellation before the start of the trip, or within thirty days from the day following the scheduled end date of the trip stated in the Contract Document in the case of a refund due to a reduction or cancellation after the start of the trip, and the date of notifying the traveler shall be the Card Usage Date.
3. The provisions of the preceding two paragraphs shall not preclude the traveler or the Company from exercising the right to claim damages as stipulated in Article 28 or Article 31, Paragraph 1.

#### **Article 20 (Arrangement for Return Trip After Contract Cancellation)**

1. If the Company cancels the Custom-Ordered Planned Tour Contract after the start of the trip under the provisions of Article 18, Paragraph 1, item 1 or item 4, the Company shall undertake the arrangement of the necessary Travel Services for the traveler to return to the departure point of the said trip, at the traveler's request.
2. In the case of the preceding paragraph, all expenses required for the return trip to the departure point shall be borne by the traveler.

### **Chapter V Group Contract**

#### **Article 21 (Group Contract)**

The provisions of this chapter shall apply to the conclusion of a Custom-Ordered Planned Tour Contract applied for by multiple travelers traveling the same itinerary simultaneously, who have appointed a responsible representative (hereinafter referred to as the "Contract Representative").

#### **Article 22 (Contract Representative)**

1. Unless a special agreement is concluded, the Company shall deem the Contract Representative to have full power of agency concerning the conclusion of the Custom-Ordered Planned Tour Contract for the travelers constituting the group (hereinafter referred to as "Constituents"), and transactions concerning the travel business related to the said group and the business of Article 26, Paragraph 1 shall be conducted with the said Contract Representative.
2. The Contract Representative must submit a list of the Constituents to the Company by the date determined by the Company.
3. The Company shall not be responsible for any debt or obligation that the Contract Representative currently owes or is expected to owe to the Constituents in the future.
4. If the Contract Representative does not accompany the group, the Company shall deem a Constituent selected by the Contract Representative in advance to be the Contract Representative after the start of the

trip.

### **Article 23 (Special Rules for Contract Formation)**

1. When concluding a Custom-Ordered Planned Tour Contract with the Contract Representative, the Company may accept the conclusion of the Custom-Ordered Planned Tour Contract without receiving the payment of the application fee, notwithstanding the provisions of Article 6, Paragraph 1.
2. In the case of concluding a Custom-Ordered Planned Tour Contract without receiving the payment of the application fee based on the provisions of the preceding paragraph, the Company shall issue a document stating this fact to the Contract Representative, and the Custom-Ordered Planned Tour Contract shall be formed when the Company issues the said document.

## **Chapter VI Itinerary Management**

### **Article 24 (Itinerary Management)**

The Company shall endeavor to ensure the safe and smooth implementation of the traveler's tour and perform the following services for the traveler. However, this shall not apply if the Company has concluded a special agreement with the traveler that differs from this.

1. When it is recognized that the traveler may not be able to receive Travel Services during the tour, to take necessary measures to ensure that the Travel Services are reliably provided in accordance with the Custom-Ordered Planned Tour Contract.
2. When the Contract Content must be changed despite taking the measures of the preceding item, to arrange alternative services. At this time, when changing the travel itinerary, to endeavor to ensure that the changed itinerary is consistent with the purpose of the original itinerary, and when changing the content of the Travel Services, to endeavor to minimize the change in the Contract Content, such as striving to ensure that the changed Travel Services are similar to the original Travel Services.

### **Article 25 (Company's Instructions)**

The traveler must follow the Company's instructions for the safe and smooth implementation of the tour when acting as a group between the start and end of the trip.

### **Article 26 (Duties of Tour Conductor, etc.)**

1. Depending on the content of the tour, the Company may have a tour conductor or other person accompany the group to perform all or part of the duties listed in the items of Article 24 and other duties deemed necessary by the Company incidental to the said Custom-Ordered Planned Tour.
2. The time zone during which the tour conductor or other person in the preceding paragraph engages in the said duties shall, in principle, be from 8:00 AM to 8:00 PM.

### **Article 27 (Protective Measures)**

If the Company recognizes that a traveler during the tour is in a state requiring protection due to illness, injury, or other reasons, the Company may take necessary measures. In this case, if this is not due to reasons attributable to the Company, the expenses required for the said measures shall be borne by the traveler, and the traveler must pay the said expenses by the due date designated by the Company and by the method designated by the Company.

## Chapter VII Responsibility

### Article 28 (Company's Responsibility)

1. When the Company or a person to whom the Company has entrusted the arrangement under the provisions of Article 4 (hereinafter referred to as the "Arrangement Agent") causes damage to the traveler intentionally or negligently in the performance of the Custom-Ordered Planned Tour Contract, the Company shall be responsible for compensating for the damage. However, this is limited to cases where the Company is notified within two years counting from the day following the date of the damage.
2. If the traveler suffers damage due to natural disaster, war, riot, cessation of Travel Services by transportation or accommodation facilities, order from a public office, or other causes beyond the control of the Company or the Company's Arrangement Agent, the Company shall not be responsible for compensating for the damage, except in the case of the preceding paragraph.
3. Notwithstanding the provisions of Paragraph 1, for damage to baggage, the Company shall compensate up to a limit of 150,000 yen per traveler (excluding cases where the Company has willful intent or gross negligence), provided that the Company is notified within fourteen days from the day following the date of the damage in the case of a domestic tour, or within twenty-one days from the day following the date of the damage in the case of an overseas tour.

### Article 29 (Special Compensation)

1. Regardless of whether the Company is responsible under the provisions of Paragraph 1 of the preceding article, the Company shall pay compensation money and consolation money in predetermined amounts for certain damages to the life, body, or baggage of the traveler during participation in the Custom-Ordered Planned Tour, as stipulated in the attached Special Compensation Regulations.
2. If the Company is responsible for the damage mentioned in the preceding paragraph under the provisions of Paragraph 1 of the preceding article, the compensation money under the preceding paragraph that the Company should pay shall be deemed to be the damage compensation money, to the extent of the amount of the damage compensation money that should be paid based on that responsibility.
3. In the case stipulated in the preceding paragraph, the Company's obligation to pay compensation money under the provisions of Paragraph 1 shall be reduced by the amount equivalent to the damage compensation money (including compensation money deemed as damage compensation money under the preceding paragraph) that the Company should pay under the provisions of Paragraph 1 of the preceding article.
4. An Agency-Organized Planned Tour implemented by the Company for travelers participating in the Company's Custom-Ordered Planned Tour, for which a separate travel price is collected, shall be treated as part of the content of the Custom-Ordered Planned Tour Contract.

### Article 30 (Itinerary Guarantee)

1. If an important change in the Contract Content listed in the upper column of Appended Table 2 occurs (excluding changes listed in the following items (excluding those due to a shortage of seats, rooms, or other facilities of transportation or accommodation facilities, despite those facilities providing the Travel Services)), the Company shall pay change compensation money equal to or exceeding the amount obtained by multiplying the travel price by the rate stated in the lower column of the said table, within thirty days counting from the day following the scheduled end date of the trip. However, this shall not apply if it is clear that the Company is responsible for the said change under the provisions of Article 28, Paragraph 1.
2. Changes due to the following reasons:

- a. Natural disaster
- b. War
- c. Riot
- d. Order from a public office
- e. Cessation of Travel Services by transportation or accommodation facilities
- f. Provision of transportation services that does not follow the initial operation plan
- g. Necessary measures to ensure the life or body safety of the tour participants
  - 3. Changes related to the canceled portion of the Custom-Ordered Planned Tour Contract when it is changed based on the provisions of Article 13, Paragraph 1, or when it is canceled based on the provisions of Article 16 to Article 18.
  - 4. The amount of change compensation money that the Company should pay shall be limited to the amount obtained by multiplying the travel price by a rate determined by the Company, which is 15% or more, for one Custom-Ordered Planned Tour per traveler. Furthermore, if the amount of change compensation money to be paid for one Custom-Ordered Planned Tour per traveler is less than 1,000 yen, the Company shall not pay change compensation money.
  - 5. If, after the Company has paid change compensation money under the provisions of Paragraph 1, it becomes clear that the Company is responsible for the said change under the provisions of Article 28, Paragraph 1, the traveler must return the change compensation money related to the said change to the Company. In this case, the Company shall pay the remaining amount after offsetting the amount of damage compensation money that the Company should pay under the provisions of the said paragraph against the amount of change compensation money that the traveler should return.

#### **Article 31 (Traveler's Responsibility)**

- 1. If the Company suffers damage due to the traveler's willful intent or negligence, the said traveler must compensate for the damage.
- 2. When concluding a Custom-Ordered Planned Tour Contract, the traveler must utilize the information provided by the Company and endeavor to understand the traveler's rights and obligations and the content of the Custom-Ordered Planned Tour Contract.
- 3. After the start of the trip, in order to smoothly receive the Travel Services described in the Contract Document, if the traveler recognizes that a Travel Service different from that described in the Contract Document has been provided, the traveler must promptly report this to the Company, the Company's Arrangement Agent, or the said Travel Service provider at the tour location.

#### **Chapter VIII Business Guarantee Deposit (When not a Guarantee Member of a Travel Agency Association)**

#### **Article 32 (Business Guarantee Deposit)**

1. A traveler or constituent who has concluded a Custom-Ordered Planned Tour Contract with the Company may receive reimbursement from the business guarantee deposit deposited by the Company based on the provisions of Article 7, Paragraph 1 of the Travel Agency Act for claims arising from that transaction.
2. The name and location of the depository where the Company has deposited the business guarantee deposit are as follows:
3. Name
4. Location

**Chapter VIII Compensation Business Guarantee Deposit (When a Guarantee Member of a Travel Agency Association)**

**Article 32 (Compensation Business Guarantee Deposit)**

1. The Company is a guarantee member of the Japan Association of Travel Agents (3-3 Kasumigaseki, Chiyoda-ku, Tokyo).
2. A traveler or constituent who has concluded a Custom-Ordered Planned Tour Contract with the Company may receive reimbursement from the compensation business guarantee deposit deposited by the Japan Association of Travel Agents mentioned in the preceding paragraph for claims arising from that transaction, up to a limit of 3 million yen.
3. The Company has paid the compensation business guarantee deposit contribution to the Japan Association of Travel Agents based on the provisions of Article 49, Paragraph 1 of the Travel Agency Act, and therefore has not deposited the business guarantee deposit based on Article 7, Paragraph 1 of the same Act.

**Appended Table 1 Cancellation Fee (Related to Article 16, Paragraph 1)**

**1. Cancellation Fee for Domestic Tours**

| Classification   | Cancellation Fee  |
|--|---|
| (1) Custom-Ordered Planned Tour Contracts other than the next item   |   |
| a. Cancellation on or after the 20th day counting back from the day before the start date of the trip (10th day for a day trip), excluding cases listed in b to e. | Within 20% of the Travel Price                          |
| b. Cancellation on or after the 7th day counting back from the day before the start date of the trip, excluding cases listed in c to e.                            | Within 30% of the Travel Price                          |
| c. Cancellation on the day before the start date of the trip   | Within 40% of the Travel Price                          |
| d. Cancellation on the start date of the trip, excluding the case listed in e.   | Within 50% of the Travel Price                          |
| e. Cancellation after the start of the trip or no-show without contact   | Within 100% of the Travel Price                         |
| (2) Custom-Ordered Planned Tour Contracts using chartered vessels  | Subject to the cancellation fee provisions for the said |

|  |                  |
|--|------------------|
| Classification   | Cancellation Fee |
|  | vessel.          |
| Remarks (1) The amount of the cancellation fee shall be specified in the Contract Document. (2) For the application of this table, "after the start of the trip" means on or after the time the "provision of services begins" as stipulated in Article 2, Paragraph 3 of the attached Special Compensation Regulations. |                  |

## 2. Cancellation Fee for Overseas Tours

| Classification   | Cancellation Fee  |
|--|---|
| (1) Custom-Ordered Planned Tour Contracts using an aircraft at the time of departure from or return to Japan (excluding the travel contract listed in the next item) |   |
| a. Case other than those listed in b to d (limited to cases where the Company has specified the amount of the Planning Charge in the Contract Document).             | Amount equivalent to the Planning Charge                |
| b. Cancellation on or after the 30th day counting back from the day before the start date of the trip, excluding cases listed in c and d.                            | Within 20% of the Travel Price                          |
| c. Cancellation on or after the day before the day before the start date of the trip, excluding the case listed in d.  | Within 50% of the Travel Price                          |
| d. Cancellation after the start of the trip or no-show without contact   | Within 100% of the Travel Price                         |
| (2) Custom-Ordered Planned Tour Contracts using chartered aircraft   |   |
| a. Case other than those listed in b to e (limited to cases where the Company has specified the amount of the Planning Charge in the Contract Document).             | Amount equivalent to the Planning Charge                |
| b. Cancellation on or after the 90th day counting back from the day before the start date of the trip, excluding cases listed in c to e.                             | Within 20% of the Travel Price                          |
| c. Cancellation on or after the 30th day counting back from the day before the start date of the trip, excluding cases listed in d and e.                            | Within 50% of the Travel Price                          |
| d. Cancellation on or after the 20th day counting back from the day before the start date of the trip, excluding the case listed in e.                               | Within 80% of the Travel Price                          |
| e. Cancellation on or after the 3rd day counting back from the day before the start date of the trip or no-show without contact                                      | Within 100% of the Travel Price                         |
| (3) Custom-Ordered Planned Tour Contracts using a vessel at the time of departure from and return to Japan   | Subject to the cancellation fee provisions for the said |

|  |                  |
|--|------------------|
| Classification   | Cancellation Fee |
|  | vessel.          |
| Remarks (1) The amount of the cancellation fee shall be specified in the Contract Document. (2) For the application of this table, "after the start of the trip" means on or after the time the "provision of services begins" as stipulated in Article 2, Paragraph 3 of the attached Special Compensation Regulations. |                  |

**Appended Table 2 Change Compensation Money (Related to Article 30, Paragraph 1)**

| Change for which Payment of Change Compensation Money is Necessary  | Rate per Item (%)            |                             |
|---|------------------------------|-----------------------------|
|   | Before the start of the trip | After the start of the trip |
| 1. Change of the start date or end date of the trip stated in the Contract Document   | 1.5                          | 3.0                         |
| 2. Change of the sightseeing spot, sightseeing facility (including restaurants), or other destination to be visited stated in the Contract Document   | 1.0                          | 2.0                         |
| 3. Change of the class or facilities of the transportation facility stated in the Contract Document to one with a lower charge (limited to cases where the total charge for the changed class and facilities is lower than that stated in the Contract Document).                     | 1.0                          | 2.0                         |
| 4. Change of the type or company name of the transportation facility stated in the Contract Document  | 1.0                          | 2.0                         |
| 5. Change to a different flight for the airport of the start or end of the trip within Japan stated in the Contract Document  | 1.0                          | 2.0                         |
| 6. Change of the direct flight to a connecting flight or via flight between Japan and a foreign country stated in the Contract Document   | 1.0                          | 2.0                         |
| 7. Change of the type or name of the accommodation facility stated in the Contract Document   | 1.0                          | 2.0                         |
| 8. Change of the room type, facilities, view, or other room conditions of the accommodation facility stated in the Contract Document  | 1.0                          | 2.0                         |
| <i>Notes</i>  |                              |                             |
| Note 1 "Before the start of the trip" means the case where the traveler is notified of the change by the day before the start date of the trip, and "after the start of the trip" means the case where the traveler is notified of the change on or after the start date of the trip. |                              |                             |

| Change for which Payment of Change Compensation Money is Necessary   | Rate per Item (%) |  |
|--|-------------------|--|
| <p>Note 2 If a Final Document is issued, this table shall be applied by replacing "Contract Document" with "Final Document." In this case, if a change occurs between the content described in the Contract Document and the content described in the Final Document, or between the content described in the Final Document and the travel service actually provided, each change shall be treated as one item.</p> |                   |  |
| <p>Note 3 If the transportation facility related to the change listed in item 3 or item 4 involves the use of accommodation facilities, it shall be treated as one item per night.</p>   |                   |  |
| <p>Note 4 Regarding the change of the company name of the transportation facility listed in item 4, this shall not apply if the change is to a higher class or facility.</p>   |                   |  |
| <p>Note 5 Even if multiple changes listed in item 4 or item 7 or item 8 occur within one boarding/sailing or one night's stay, it shall be treated as one item per boarding/sailing or one night's stay.</p>   |                   |  |

## Attached Sheet

### Special Compensation Regulations

#### Chapter I Payment of Compensation Money, etc.

##### Article 1 (Company's Payment Responsibility)

1. When a traveler participating in a planned tour implemented by the Company suffers a bodily injury due to a sudden and accidental external accident (hereinafter referred to as "Accident") during their participation in the planned tour, the Company shall pay Death Compensation Money, Residual Disability Compensation Money, Hospitalization Consolation Money, and Outpatient Consolation Money (hereinafter collectively referred to as "Compensation Money, etc.") to the traveler or their legal heir, in accordance with the provisions of this chapter through Chapter IV.
2. The injury in the preceding paragraph includes acute poisoning symptoms that occur suddenly when toxic gas or toxic substances from outside the body are accidentally and simultaneously inhaled, absorbed, or ingested (excluding poisoning symptoms that occur as a result of continuous inhalation, absorption, or ingestion). However, bacterial food poisoning is not included.

##### Article 2 (Definitions of Terms)

1. In these Regulations, "Planned Tour" means a tour as defined in Article 2, Paragraph 1 of the Part on Agency-Organized Planned Tour Contract and Article 2, Paragraph 1 of the Part on Custom-Ordered Planned Tour Contract of the Standard General Terms and Conditions for the Travel Industry.
2. In these Regulations, "During Participation in the Planned Tour" means the period from the time the traveler begins to receive the service of the first transportation or accommodation facility, etc., specified in the said planned tour itinerary, which is provided by tickets, etc., arranged in advance by the Company for the purpose of participating in the planned tour, until the time the traveler completes receiving the service of the last transportation or accommodation facility, etc. However, if the traveler deviates from the pre-determined itinerary of the planned tour and has notified the Company in advance of the scheduled time of departure and return, the period from the time of departure until the scheduled time of return shall be considered "During Participation in the Planned Tour." If the traveler deviates without notifying the Company in advance of the scheduled time of departure and return, or deviates without a schedule for return, the period from the time of departure until the time of return or the period after the time of departure shall not be considered "During Participation in the Planned Tour." Furthermore, if the said planned tour itinerary specifies a day (according to the local standard time of the tour destination) on which the traveler receives no services arranged by the Company (transportation, accommodation, etc.), and the Contract Document explicitly states this fact and that no Compensation Money, etc., under these Regulations will be paid for damage suffered by the traveler due to an Accident that occurred on that day, that day shall not be considered "During Participation in the Planned Tour."
3. The "Time the provision of services begins" in the preceding paragraph means any of the following times:
4. If a tour conductor, an employee of the Company, or an agent performs reception, the time the reception is completed.
5. If the reception in the preceding item is not performed, the time the first transportation or accommodation

facility, etc., is:

- a. For an aircraft, the time the baggage inspection, etc., is completed within the airport premises where only passengers can enter.
- b. For a vessel, the time the boarding procedure is completed.
- c. For a railway, the time the ticket gate procedure is completed, or if there is no ticket gate, the time the train is boarded.
- d. For a vehicle, the time of boarding.
- e. For an accommodation facility, the time of entry into the said facility.
- f. For a facility other than an accommodation facility, the time the facility usage procedure is completed.
  6. The "Time the provision of services is completed" in Paragraph 2 means any of the following times:
    7. If a tour conductor, an employee of the Company, or an agent announces the dissolution, the time the announcement is made.
    8. If the announcement of dissolution in the preceding item is not made, the time the last transportation or accommodation facility, etc., is:
      - a. For an aircraft, the time of exit from the airport premises where only passengers can enter.
      - b. For a vessel, the time of disembarkation.
      - c. For a railway, the time the ticket gate procedure is completed, or if there is no ticket gate, the time the train is disembarked.
      - d. For a vehicle, the time of disembarkation.
      - e. For an accommodation facility, the time of exit from the said facility.
      - f. For a facility other than an accommodation facility, the time of exit from the said facility.

## **Chapter II Cases Where Compensation Money, etc., is Not Paid**

### **Article 3 (Cases Where Compensation Money, etc., is Not Paid - Part 1)**

1. The Company shall not pay Compensation Money, etc., for injuries caused by the following reasons:
2. The willful intent of the traveler. However, this shall not apply to injuries suffered by persons other than the said traveler.
3. The willful intent of the person who is to receive the Death Compensation Money. However, if that person is a partial recipient of the Death Compensation Money, this shall not apply to the amount to be received by others.

4. The traveler's suicide, criminal act, or fighting. However, this shall not apply to injuries suffered by persons other than the said traveler.
5. An Accident that occurs while the traveler is driving an automobile or motorized bicycle without the legally prescribed driving qualification, or while intoxicated and likely unable to drive normally. However, this shall not apply to injuries suffered by persons other than the said traveler.
6. An Accident that occurs while the traveler is intentionally violating laws and regulations or receiving services in violation of laws and regulations. However, this shall not apply to damage suffered by persons other than the said traveler.
7. The traveler's cerebral disease, illness, or insanity. However, this shall not apply to injuries suffered by persons other than the said traveler.
8. The traveler's pregnancy, childbirth, premature birth, miscarriage, surgical operation, or other medical treatment. However, this shall not apply when treating an injury for which the Company is responsible for compensation.
9. An Accident that occurs during the traveler's execution of a sentence, detention, or imprisonment.
10. War, foreign military action, revolution, seizure of power, civil war, armed rebellion, or other similar incidents or riots (in these Regulations, a state where public peace is significantly disrupted and a serious situation for maintaining public order is recognized due to the collective action of a crowd or a large number of people).
11. The radioactive, explosive, or other harmful properties of nuclear fuel material (including spent fuel; the same applies hereinafter) or material contaminated by nuclear fuel material (including nuclear fission products), or Accidents caused by these properties.
12. Accidents accompanying the reasons in the preceding two items or Accidents caused by the resulting breakdown of order.
13. Radiation exposure or radioactive contamination other than item 10.
14. The Company shall not pay Compensation Money, etc., for cervical syndrome (so-called "whiplash") or lumbago without objective symptoms, regardless of the cause.

#### **Article 4 (Cases Where Compensation Money, etc., is Not Paid - Part 2)**

In the case of a Planned Tour for a domestic trip, the Company shall not pay Compensation Money, etc., for injuries caused by the following reasons, in addition to those stipulated in the preceding article:

1. Earthquake, eruption, or tsunami.
2. Accidents accompanying the reason in the preceding item or Accidents caused by the resulting breakdown of order.

#### **Article 5 (Cases Where Compensation Money, etc., is Not Paid - Part 3)**

The Company shall not pay Compensation Money, etc., for injuries listed in the following items unless the act in each item is included in the tour itinerary of the Planned Tour pre-determined by the Company. However, if the act in each item is included in the said tour itinerary, the Company shall also pay Compensation Money, etc., for injuries caused by the same type of act during participation in the Planned Tour outside the itinerary.

1. Injuries that occur while the traveler is engaging in the sports listed in Appended Table 1.
2. Injuries that occur while the traveler is engaging in a competition, race, exhibition (including practice for all), or test run (meaning driving or maneuvering for performance testing) using an automobile, motorized

bicycle, or motorboat. However, for injuries that occur while engaging in these activities on a road using an automobile or motorized bicycle, Compensation Money, etc., shall be paid even if not included in the tour itinerary of the Planned Tour.

3. Injuries that occur while the traveler is operating an aircraft other than those operated on a route determined by an air transport operator (whether scheduled or unscheduled flights).

#### **Article 5-2 (Cases Where Compensation Money, etc., is Not Paid - Part 4)**

The Company may not pay Compensation Money, etc., if the traveler or the person who is to receive the Death Compensation Money falls under any of the following reasons. However, if that person is a partial recipient of the Death Compensation Money, this shall not apply to the amount to be received by others.

1. Being recognized as falling under an organized crime group, a member of an organized crime group, a quasi-member of an organized crime group, a company related to an organized crime group, or any other anti-social force (hereinafter referred to as "Anti-Social Force").
2. Being recognized as being involved in providing funds or convenience to an Anti-Social Force.
3. Being recognized as unduly utilizing an Anti-Social Force.
4. Being recognized as having a socially reprehensible relationship with an Anti-Social Force.

#### **Chapter III Types and Amounts of Compensation Money, etc.**

##### **Article 6 (Payment of Death Compensation Money)**

If a traveler suffers the injury of Article 1 and, as a direct result, dies within 180 days from the date of the Accident, the Company shall pay the Death Compensation Money, which is 25 million yen for a Planned Tour for an overseas trip and 15 million yen for a Planned Tour for a domestic trip (hereinafter referred to as the "Compensation Amount"), to the traveler's legal heir per traveler. However, if Residual Disability Compensation Money has already been paid to the said traveler, the remaining amount after deducting the already paid amount from the Compensation Amount shall be paid.

##### **Article 7 (Payment of Residual Disability Compensation Money)**

1. If a traveler suffers the injury of Article 1 and, as a direct result, suffers a residual disability (meaning a serious functional impairment or partial loss of the body that cannot be recovered in the future, and is what remains after the injury that caused it has healed; the same applies hereinafter) within 180 days from the date of the Accident, the Company shall pay the Residual Disability Compensation Money, which is the amount obtained by multiplying the Compensation Amount by the ratio listed in each item of Appended Table 2, to the traveler per traveler.
2. Notwithstanding the provisions of the preceding paragraph, if the traveler requires further treatment beyond 180 days from the date of the Accident, the Company shall determine the degree of residual disability based on a doctor's diagnosis on the 181st day from the date of the Accident and pay the Residual Disability Compensation Money.
3. For residual disabilities not listed in the items of Appended Table 2, the amount of the Residual Disability Compensation Money shall be determined according to the degree of the bodily impairment and based on the classification of each item of Appended Table 2, regardless of the traveler's occupation, age, social status, or other factors. However, Residual Disability Compensation Money shall not be paid for impairments that

do not reach the functional impairment listed in Appended Table 2, 1 (3), 1 (4), 2 (3), 4 (4), and 5 (2).

4. If two or more types of residual disabilities occur due to the same Accident, the Company shall apply the preceding three paragraphs to each of them and pay the total amount. However, for residual disabilities of the upper limbs (arms and hands) or lower limbs (legs and feet) stipulated in Appended Table 2, items 7, 8, and 9, the Residual Disability Compensation Money per limb shall be limited to 60% of the Compensation Amount.
5. The amount of Residual Disability Compensation Money that the Company should pay based on the preceding paragraphs shall be limited to the Compensation Amount for one Planned Tour per traveler.

#### **Article 8 (Payment of Hospitalization Consolation Money)**

1. If a traveler suffers the injury of Article 1 and, as a direct result, becomes unable to engage in normal work or normal life and is hospitalized (meaning entering a hospital or clinic to concentrate on treatment under constant medical supervision because treatment at home, etc., is difficult when medical treatment by a doctor is necessary; the same applies in this article), the Company shall pay Hospitalization Consolation Money to the traveler according to the following classifications based on the number of days of hospitalization (hereinafter referred to as "Hospitalization Days"):
  2. For a Planned Tour for an overseas trip:

- a. When the injury results in 180 or more Hospitalization Days: 400,000 yen
- b. When the injury results in 90 or more and less than 180 Hospitalization Days: 200,000 yen
- c. When the injury results in 7 or more and less than 90 Hospitalization Days: 100,000 yen
- d. When the injury results in less than 7 Hospitalization Days: 40,000 yen

3. For a Planned Tour for a domestic trip:

- a. When the injury results in 180 or more Hospitalization Days: 200,000 yen
- b. When the injury results in 90 or more and less than 180 Hospitalization Days: 100,000 yen
- c. When the injury results in 7 or more and less than 90 Hospitalization Days: 50,000 yen
- d. When the injury results in less than 7 Hospitalization Days: 20,000 yen

4. Even if the traveler is not hospitalized, if the traveler falls under any of the items of Appended Table 3 and receives medical treatment, the period in that state shall be deemed to be Hospitalization Days for the application of the preceding paragraph.
5. If the Company is to pay Hospitalization Consolation Money and Death Compensation Money, or Hospitalization Consolation Money and Residual Disability Compensation Money to one traveler, the total amount shall be paid.

#### **Article 9 (Payment of Outpatient Consolation Money)**

1. If a traveler suffers the injury of Article 1 and, as a direct result, experiences difficulty in engaging in normal work or normal life and receives outpatient treatment (meaning visiting a hospital or clinic to receive

medical treatment from a doctor when medical treatment by a doctor is necessary, including house calls; the same applies in this article), and the number of days of outpatient treatment (hereinafter referred to as "Outpatient Days") is three or more, the Company shall pay Outpatient Consolation Money to the traveler according to the following classifications based on the said number of days:

2. For a Planned Tour for an overseas trip:

- a. When the injury results in 90 or more Outpatient Days: 100,000 yen
- b. When the injury results in 7 or more and less than 90 Outpatient Days: 50,000 yen
- c. When the injury results in 3 or more and less than 7 Outpatient Days: 20,000 yen

3. For a Planned Tour for a domestic trip:

- a. When the injury results in 90 or more Outpatient Days: 50,000 yen
- b. When the injury results in 7 or more and less than 90 Outpatient Days: 25,000 yen
- c. When the injury results in 3 or more and less than 7 Outpatient Days: 10,000 yen

- 4. Even if the traveler does not receive outpatient treatment, if the Company recognizes that the traveler has suffered an injury such as a fracture and, as a result of constantly wearing a cast or similar device as instructed by a doctor to fix the affected area, experiences significant difficulty in engaging in normal work or normal life, the period in that state shall be deemed to be Outpatient Days for the application of the preceding paragraph.
- 5. The Company shall not pay Outpatient Consolation Money for outpatient treatment after the injury has healed to an extent that does not interfere with normal work or normal life.
- 6. The Company shall not pay Outpatient Consolation Money for outpatient treatment that occurs after 180 days from the date of the Accident, under any circumstances.
- 7. If the Company is to pay Outpatient Consolation Money and Death Compensation Money, or Outpatient Consolation Money and Residual Disability Compensation Money to one traveler, the total amount shall be paid.

**Article 10 (Special Rules for Payment of Hospitalization and Outpatient Consolation Money)**

If the Hospitalization Days and Outpatient Days for one traveler are each one day or more, the Company shall pay only the larger amount of the consolation money listed in the following items (or the one listed in item 1 if the amounts are the same), notwithstanding the provisions of the preceding two articles:

- 1. The Hospitalization Consolation Money that the Company should pay for the said Hospitalization Days.
- 2. The Outpatient Consolation Money that the Company should pay for the said Outpatient Days, considering the number of days obtained by adding the said Hospitalization Days to the said Outpatient Days (excluding the period for which the Company should pay Hospitalization Consolation Money) as Outpatient Days.

**Article 11 (Presumption of Death)**

If an aircraft or vessel on which the traveler is traveling is missing, or if the traveler is still not found after 30 days

have passed since the disaster, the traveler shall be presumed to have died due to the injury of Article 1 on the date the aircraft or vessel went missing or the date of the disaster.

#### **Article 12 (Influence of Other Physical Impairments or Illnesses)**

If the injury of Article 1 is exacerbated due to the influence of a pre-existing physical impairment or illness at the time the traveler suffered the injury of Article 1, or due to the influence of an injury or illness that occurred after the traveler suffered the injury of Article 1 and is unrelated to the Accident that caused it, the Company shall determine the amount equivalent to the amount that would have been paid if there had been no such influence and pay that amount.

#### **Chapter IV Procedures for Occurrence of Accident and Claim for Compensation Money, etc.**

##### **Article 13 (Request for Explanation of Injury Degree, etc.)**

1. If a traveler suffers the injury of Article 1, the Company may request the traveler or the person who is to receive the Death Compensation Money to explain the degree of the injury, the outline of the Accident that caused it, or to undergo a medical examination or post-mortem examination of the traveler's body. In this case, the traveler or the person who is to receive the Death Compensation Money must cooperate with these requests.
2. If the traveler or the person who is to receive the Death Compensation Money suffers the injury of Article 1 due to reasons unknown to the Company, they must report the degree of the injury and the outline of the Accident that caused it to the Company within 30 days from the date of the said Accident.
3. If the traveler or the person who is to receive the Death Compensation Money violates the provisions of the preceding two paragraphs without a justifiable reason recognized by the Company, or fails to disclose known facts or makes false statements regarding the explanation or report, the Company shall not pay Compensation Money, etc.

##### **Article 14 (Claim for Compensation Money, etc.)**

When the traveler or the person who is to receive the Death Compensation Money intends to receive payment of Compensation Money, etc., they must submit the Company's prescribed claim form for Compensation Money, etc., and the following documents to the Company:

1. In the case of a claim for Death Compensation Money:
  - a. The traveler's family register transcript, and the legal heir's family register transcript and seal registration certificate.
  - b. An accident certificate from a public institution (or a third party, if unavoidable).
  - c. The traveler's medical certificate of death or post-mortem examination certificate.
2. In the case of a claim for Residual Disability Compensation Money:
  - a. The traveler's seal registration certificate.

b. An accident certificate from a public institution (or a third party, if unavoidable).

c. A doctor's medical certificate proving the degree of residual disability.

3. In the case of a claim for Hospitalization Consolation Money:

a. An accident certificate from a public institution (or a third party, if unavoidable).

b. A doctor's medical certificate proving the degree of injury.

c. A certificate from a hospital or clinic stating the number of days of hospitalization or outpatient treatment.

4. In the case of a claim for Outpatient Consolation Money:

a. An accident certificate from a public institution (or a third party, if unavoidable).

b. A doctor's medical certificate proving the degree of injury.

c. A certificate from a hospital or clinic stating the number of days of hospitalization or outpatient treatment.

2 The Company may request the submission of documents other than those in the preceding paragraph, or may permit the omission of some of the documents to be submitted in the preceding paragraph.

3 If the traveler or the person who is to receive the Death Compensation Money violates the provisions of Paragraph 1, or fails to disclose known facts or makes false statements regarding the submitted documents, the Company shall not pay Compensation Money, etc.

#### **(Subrogation)**

**Article 15** Even if the Company pays Compensation Money, etc., the right of the traveler or their heir to claim damages from a third party for the injury suffered by the traveler shall not be transferred to the Company.

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### **Chapter V Compensation for Damage to Personal Effects**

#### **(Company's Payment Responsibility)**

**Article 16** The Company shall pay Compensation Money for Damage to Personal Effects (hereinafter referred to as "Damage Compensation Money") under the provisions of this chapter when a traveler participating in a planned tour implemented by the Company suffers damage to personal effects in their possession (hereinafter referred to as "Compensated Items") due to a sudden and accidental accident that occurred during their participation in the planned tour.

#### **(Cases Where Damage Compensation Money is Not Paid - Part 1)**

**Article 17** The Company shall not pay Damage Compensation Money for damage caused by the following reasons:

1. The willful intent of the traveler. However, this shall not apply to damage suffered by persons other than the said traveler.
2. The willful intent of a relative who shares the same household with the traveler. However, this shall not apply if the purpose was not to have the traveler receive Damage Compensation Money.
3. The traveler's suicide, criminal act, or fighting. However, this shall not apply to damage suffered by persons other than the said traveler.
4. An accident that occurred while the traveler was driving an automobile or motorized bicycle without the legally prescribed driving qualification, or while intoxicated and likely unable to drive normally. However, this shall not apply to damage suffered by persons other than the said traveler.
5. An accident that occurred while the traveler was intentionally violating laws and regulations or receiving services in violation of laws and regulations. However, this shall not apply to damage suffered by persons other than the said traveler.
6. The exercise of public authority by the state or a public entity, such as seizure, requisition, confiscation, or destruction. However, this excludes cases where it was done as a necessary measure for fire fighting or evacuation.
7. A defect in the Compensated Item. However, this excludes defects that could not have been discovered by the traveler or the person managing the Compensated Item on their behalf, even with considerable care.
8. Natural wear and tear, rust, mold, discoloration, damage by rats, damage by insects, etc., of the Compensated Item.
9. Damage that is merely superficial and does not impair the function of the Compensated Item.
10. The leakage of liquid from the Compensated Item. However, this shall not apply to damage caused to other Compensated Items as a result of the leakage.
11. Loss or misplacement of the Compensated Item.
12. The reasons listed in Article 3, Paragraph 1, items 9 to 12.

2 In the case of a planned tour for a domestic trip, the Company shall not pay Damage Compensation Money for damage caused by the following reasons, in addition to those stipulated in the preceding paragraph:

1. Earthquake, eruption, or tsunami.
2. Accidents accompanying the reason in the preceding item or accidents caused by the resulting breakdown of order.

**(Cases Where Damage Compensation Money is Not Paid - Part 2)**

**Article 17-2** The Company may not pay Damage Compensation Money if the traveler falls under any of the following reasons:

1. Being recognized as falling under an anti-social force.
2. Being recognized as being involved in providing funds or convenience to an anti-social force.
3. Being recognized as unduly utilizing an anti-social force.
4. In the case of a corporation, being recognized as having an anti-social force controlling the corporation or substantially involved in its management.
5. Being recognized as having any other socially reprehensible relationship with an anti-social force.

**(Compensated Items and Their Scope)**

**Article 18** Compensated Items shall be limited to personal effects in the traveler's possession that are carried during participation in the planned tour.

2 Notwithstanding the provisions of the preceding paragraph, the following items shall not be included in the Compensated Items:

1. Cash, checks, or other marketable securities, revenue stamps, postage stamps, or other similar items.
2. Credit cards, coupons, airline tickets, passports, or other similar items.
3. Drafts, designs, drawings, account books, or other similar items (including those recorded on magnetic tapes, magnetic disks, CD-ROMs, optical disks, or other recording media that can be directly processed by information equipment (computers and their peripheral devices such as terminal equipment)).
4. Vessels (including yachts, motorboats, and boats), automobiles, motorized bicycles, and their accessories.
5. Mountaineering equipment, expedition equipment, or other similar items.
6. Dentures, prosthetic limbs, contact lenses, or other similar items.
7. Animals and plants.
8. Other items specified in advance by the Company.

**(Amount of Damage and Amount of Damage Compensation Money Paid)**

**Article 19** The amount of damage for which the Company should pay Damage Compensation Money (hereinafter referred to as the "Damage Amount") shall be determined based on the lower of either the value of the Compensated Item at the place and time the damage occurred, or the sum of the repair cost necessary to restore the Compensated Item to its state immediately before the damage occurred and the expenses in Paragraph 3 of the next article.

2 If the Damage Amount for one Compensated Item or one pair of Compensated Items exceeds 100,000 yen, the Company shall deem the Damage Amount for that item to be 100,000 yen and apply the provisions of the preceding paragraph.

3 The amount of Damage Compensation Money that the Company should pay shall be limited to 150,000 yen per planned tour per traveler. However, if the Damage Amount for one accident per traveler does not exceed 3,000 yen, the Company shall not pay Damage Compensation Money.

**(Prevention of Damage, etc.)**

**Article 20** When the traveler becomes aware that the damage stipulated in Article 16 has occurred to a Compensated Item, the traveler must fulfill the following:

1. Endeavor to prevent or mitigate the damage.
2. Notify the Company without delay of the extent of the damage, the outline of the accident that caused it, and whether there is an insurance contract for the Compensated Item that suffered the damage.
3. If the traveler can receive compensation for the damage from another person, take the necessary procedures for exercising that right.

2 If the traveler violates item 1 of the preceding paragraph without a justifiable reason, the Company shall deem the remaining amount after deducting the amount deemed possible to prevent or mitigate as the Damage Amount and if the traveler violates item 2 of the same paragraph, the Company shall not pay Damage Compensation Money.

Furthermore, if the traveler violates item 3 of the same paragraph, the Company shall deem the remaining amount after deducting the amount deemed possible to receive through the exercise of the right to be acquired as the Damage Amount.

3 The Company shall pay the following expenses:

1. Expenses required for the prevention or mitigation of damage stipulated in item 1 of Paragraph 1, which the Company deemed necessary or beneficial.
2. Expenses necessary for the procedures stipulated in item 3 of Paragraph 1.

**(Claim for Damage Compensation Money)**

**Article 21** When the traveler intends to receive payment of Damage Compensation Money, the traveler must submit the Company's prescribed claim form for Damage Compensation Money and the following documents to the Company:

1. An accident certificate from the police station or a third party who can substitute for it.
2. Documents proving the extent of the damage to the Compensated Item.
3. Other documents requested by the Company.

2 If the traveler violates the provisions of the preceding paragraph, or intentionally makes a false statement regarding the submitted documents, or forges or alters the documents (the same applies if a third party is caused to do so), the Company shall not pay Damage Compensation Money.

**(In Case of an Insurance Contract)**

**Article 22** If there is an insurance contract under which insurance money should be paid for the damage in Article 16, the Company may reduce the amount of Damage Compensation Money that the Company should pay.

**(Subrogation)**

**Article 23** If the traveler has a right to claim damages from a third party for the damage for which the Company should pay Damage Compensation Money, that right to claim damages shall be transferred to the Company up to the limit of the amount of Damage Compensation Money that the Company paid to the traveler.

**Appended Table 2 (Related to Article 7, Paragraphs 1, 3, and 4)**

| No.      | Disability  | Details | Ratio (%) |
|----------|---|---------|-----------|
| <b>1</b> | <b>Eye Disabilities</b>                                     |         |           |
| (1)      | When both eyes are blind.                                   |         | 100%      |
| (2)      | When one eye is blind.                                      |         | 60%       |
| (3)      | When the corrected visual acuity of one eye is 0.6 or less. |         | 5%        |
| (4)      | When one eye has visual field constriction (meaning the     |         | 5%        |

| No.      | Disability  | Details  | Ratio (%) |
|----------|---|--|-----------|
|          | total angle of the normal visual field is 60% or less).   |  |           |
| <b>2</b> | <b>Ear Disabilities</b>   |  |           |
| (1)      | When both ears have completely lost hearing.  |  | 80%       |
| (2)      | When one ear has completely lost hearing.   |  | 30%       |
| (3)      | When one ear cannot understand normal speech at 50 centimeters or more.   |  | 5%        |
| <b>3</b> | <b>Nose Disabilities</b>  | When a severe functional impairment remains in the nose. | 20%       |
| <b>4</b> | <b>Mastication and Speech Disabilities</b>  |  |           |
| (1)      | When the function of mastication or speech is completely lost.  |  | 100%      |
| (2)      | When a severe functional impairment remains in mastication or speech.   |  | 35%       |
| (3)      | When a functional impairment remains in mastication or speech.  |  | 15%       |
| (4)      | When five or more teeth are missing.  |  | 5%        |
| <b>5</b> | <b>Facial Disfigurement (Face, Head, Neck)</b>  |  |           |
| (1)      | When a severe disfigurement remains on the appearance.  |  | 15%       |
| (2)      | When a disfigurement remains on the appearance (meaning a scar of about 2 centimeters in diameter or a linear scar of about 3 centimeters in length on the face). |  | 3%        |
| <b>6</b> | <b>Spine Disabilities</b>   |  |           |
| (1)      | When a severe deformity or severe movement disorder remains in the spine.   |  | 40%       |
| (2)      | When a movement disorder remains in the spine.  |  | 30%       |
| (3)      | When a deformity remains in the spine.  |  | 15%       |
| <b>7</b> | <b>Arm (above the wrist joint) and Leg (above the ankle joint) Disabilities</b>   |  |           |

| No.       | Disability   | Details   | Ratio (%) |
|-----------|--|---|-----------|
| (1)       | When one arm or one leg is lost.   |   | 60%       |
| (2)       | When the function of two or three of the three major joints of one arm or one leg is completely lost.                          |   | 50%       |
| (3)       | When the function of one of the three major joints of one arm or one leg is completely lost.                                   |   | 35%       |
| (4)       | When a functional impairment remains in one arm or one leg.  |   | 5%        |
| <b>8</b>  | <b>Finger Disabilities</b>   |   |           |
| (1)       | When the thumb of one hand is lost above the interphalangeal joint.  |   | 20%       |
| (2)       | When a severe functional impairment remains in the thumb of one hand.  |   | 15%       |
| (3)       | When a finger other than the thumb is lost above the second interphalangeal joint (distal interphalangeal joint).              |   | 8%        |
| (4)       | When a severe functional impairment remains in a finger other than the thumb.  |   | 5%        |
| <b>9</b>  | <b>Toe Disabilities</b>  |   |           |
| (1)       | When the first toe of one foot is lost above the interphalangeal joint.  |   | 10%       |
| (2)       | When a severe functional impairment remains in the first toe of one foot.  |   | 8%        |
| (3)       | When a toe other than the first toe of one foot is lost above the second interphalangeal joint (distal interphalangeal joint). |   | 5%        |
| (4)       | When a severe functional impairment remains in a toe other than the first toe of one foot.                                     |   | 3%        |
| <b>10</b> | <b>Other Severe Physical Disabilities</b>  | When a person cannot manage their own affairs for life due to other severe physical disabilities. | 100%      |

**Note** In the provisions of item 7, item 8, and item 9, "above" means the part closer to the heart than the joint

concerned.

**Appended Table 3 (Related to Article 8, Paragraph 2)**

1. Corrected visual acuity of both eyes is 0.06 or less.
2. Loss of the function of mastication or speech.
3. Loss of hearing in both ears.
4. Loss of the function of all joints at or above the wrist joint of both upper limbs.
5. Loss of the function of one lower limb.
6. Freedom of movement of the body is mainly limited to activities of daily living such as eating and washing the face due to a disorder of the thoracoabdominal organs.
7. Freedom of movement of the body is mainly limited to activities of daily living such as eating and washing the face due to a disorder of the nervous system or spirit.
8. Freedom of movement of the body is mainly limited to activities of daily living such as eating and washing the face due to combined disorders of the above-mentioned parts or other reasons.

(Note) "At or above" in the provision of item 4 means the part closer to the heart than the joint concerned.

## **Part on Arrangement Tour Contract**

### **Chapter I General Provisions**

#### **Article 1 (Scope of Application)**

1. The contract for arrangement tours (hereinafter referred to as the "Arrangement Tour Contract") concluded between the Company and the traveler shall be governed by the provisions of these General Terms and Conditions. Matters not stipulated in these General Terms and Conditions shall be governed by laws and regulations or generally established customs.
2. Notwithstanding the provisions of the preceding paragraph, if the Company concludes a special agreement in writing, provided that it does not violate laws and regulations and is not disadvantageous to the traveler, that special agreement shall prevail.

#### **Article 2 (Definitions of Terms)**

1. In these General Terms and Conditions, "Arrangement Tour Contract" means a contract under which the Company undertakes to make arrangements for the traveler, by acting as an agent, intermediary, or broker on behalf of the traveler and upon the traveler's commission, so that the traveler can receive transportation, accommodation, and other travel-related services (hereinafter referred to as "Travel Services") provided by transportation and accommodation facilities, etc.
2. In these General Terms and Conditions, "Domestic Tour" means a tour only within Japan, and "Overseas Tour" means a tour other than a domestic tour.
3. In these General Terms and Conditions, "Travel Price" means the expenses paid to transportation and accommodation facilities, etc., such as fares and accommodation charges, and the Company's predetermined handling charge for travel business (excluding change handling fees and cancellation handling fees), which the Company pays to arrange the Travel Services.
4. In this Part, "Communication Contract" means an Arrangement Tour Contract concluded with a card member of a credit card company affiliated with the Company (hereinafter referred to as the "Affiliated Company") upon application via telephone, mail, facsimile, internet, or other means of communication, under which the traveler gives prior consent for the Company's claim or obligation regarding the travel price or other costs based on the Arrangement Tour Contract to be settled in accordance with the Affiliated Company's card member agreement separately determined after the date when said claim or obligation is due, and the traveler agrees to pay the travel price and other costs by the methods stipulated in Article 16, Paragraph 2 or Paragraph 5.
5. In these General Terms and Conditions, "Card Usage Date" means the date on which the traveler or the Company is to fulfill the payment or refund obligation for the travel price and other costs based on the Arrangement Tour Contract.

#### **Article 3 (Completion of Arrangement Obligation)**

The Company's obligation under the Arrangement Tour Contract is fulfilled when the Company has arranged the Travel Services with the due care of a good manager. Therefore, even if the Company was unable to conclude a contract for the provision of Travel Services with the transportation or accommodation facilities, etc., due to reasons

such as being fully booked, closed, or having inappropriate conditions, the traveler must pay the Company its predetermined handling charge for travel business (hereinafter referred to as the "Handling Charge") if the Company has fulfilled its obligation. In the case of concluding a Communication Contract, the Card Usage Date shall be the date the Company notifies the traveler that it was unable to conclude the contract for the provision of Travel Services with the transportation or accommodation facilities, etc.

#### **Article 4 (Arrangement Agent)**

In fulfilling the Arrangement Tour Contract, the Company may entrust all or part of the arrangements to other travel agents in or outside Japan, persons engaged in the business of making arrangements, or other auxiliary parties.

### **Chapter II Formation of the Contract**

#### **Article 5 (Application for the Contract)**

1. A traveler who intends to conclude an Arrangement Tour Contract with the Company must fill in the necessary particulars on the application form prescribed by the Company and submit it to the Company along with the application fee in the amount separately determined by the Company.
2. Notwithstanding the provisions of the preceding paragraph, a traveler who intends to conclude a Communication Contract with the Company must notify the Company of their membership number and the content of the Travel Services they wish to request.
3. The application fee mentioned in Paragraph 1 shall be treated as part of the travel price, cancellation fee, or other money that the traveler should pay to the Company.

#### **Article 6 (Refusal to Conclude a Contract)**

The Company may not accept the conclusion of an Arrangement Tour Contract in the following cases:

1. When concluding a Communication Contract, and the traveler's credit card is invalid, or for other reasons, the traveler cannot settle all or part of the debt related to the travel price and other costs in accordance with the Affiliated Company's card member agreement.
2. When the traveler is deemed to be a member of an organized crime group, a quasi-member of an organized crime group, a person related to an organized crime group, a company related to an organized crime group, or a corporate racketeer, or any other anti-social force.
3. When the traveler has made violent demands or unreasonable demands to the Company, or has engaged in intimidating language or violence regarding a transaction, or any similar act.
4. When the traveler has damaged the Company's credibility or obstructed the Company's business by spreading rumors, using deception, or force, or has engaged in any similar act.
5. When there are other business reasons for the Company.

#### **Article 7 (Time of Contract Formation)**

1. The Arrangement Tour Contract shall be formed when the Company accepts the conclusion of the contract and receives the application fee set forth in Article 5, Paragraph 1.
2. Notwithstanding the provisions of the preceding paragraph, a Communication Contract shall be formed when the Company's notice of acceptance of the application in Article 5, Paragraph 2 reaches the traveler.

#### **Article 8 (Special Rules for Contract Formation)**

1. Notwithstanding the provisions of Article 5, Paragraph 1, the Company may form the Arrangement Tour Contract solely by accepting the conclusion of the contract with a special agreement in writing, without receiving the payment of the application fee.
2. In the case of the preceding paragraph, the time of formation of the Arrangement Tour Contract shall be clearly stated in the document of the preceding paragraph.

#### **Article 9 (Special Rules for Tickets and Vouchers)**

1. Notwithstanding the provisions of Article 5, Paragraph 1 and Paragraph 1 of the preceding article, the Company may accept oral applications for Arrangement Tour Contracts whose sole purpose is the arrangement of transportation services or accommodation services and for which a document indicating the right to receive the said Travel Services will be issued in exchange for the travel price.
2. In the case of the preceding paragraph, the Arrangement Tour Contract shall be formed when the Company accepts the conclusion of the contract.

#### **Article 10 (Contract Document)**

1. The Company shall promptly issue to the traveler, after the formation of the Arrangement Tour Contract, a document (hereinafter referred to as the "Contract Document") stating the travel itinerary, the content of the Travel Services, the travel price, and other travel conditions, and matters concerning the Company's responsibilities. However, if the Company issues tickets, accommodation vouchers, or other documents indicating the right to receive the Travel Services for all Travel Services arranged by the Company, the Company may not issue the said Contract Document.
2. If the Contract Document of the preceding paragraph (main clause) is issued, the scope of the Travel Services for which the Company is obligated to make arrangements under the Arrangement Tour Contract shall be as described in the said Contract Document.

#### **Article 11 (Method Using Information and Communications Technology)**

1. When the Company, with the prior consent of the traveler, provides the particulars that should be described in the document to be issued to the traveler when concluding the Arrangement Tour Contract or the Contract Document (hereinafter referred to as the "Particulars" in this article) by a method utilizing information and communications technology, in lieu of issuing the said documents, the Company shall confirm that the Particulars have been recorded in a file provided in the communication equipment used by the traveler.
2. In the case of the preceding paragraph, if the communication equipment used by the traveler is not equipped with a file for recording the Particulars, the Company shall record the Particulars in a file provided in the communication equipment used by the Company (limited to one dedicated for the exclusive use of the said traveler) and confirm that the traveler has viewed the Particulars.

### **Chapter III Change and Cancellation of the Contract**

#### **Article 12 (Change of Contract Content)**

1. The traveler may request the Company to change the travel itinerary, the content of the Travel Services, or other content of the Arrangement Tour Contract. In this case, the Company shall comply with the traveler's request to the extent possible.
2. When the content of the Arrangement Tour Contract is changed at the request of the traveler in the preceding paragraph, the traveler shall bear the cancellation fees, penalties, and other expenses required

for the change of arrangements that are to be paid to the transportation or accommodation facilities, etc., upon cancellation of the arrangements already completed, and shall also pay the Company its predetermined change handling fee. Furthermore, any increase or decrease in the travel price resulting from the change in the content of the Arrangement Tour Contract shall belong to the traveler.

**Article 13 (Cancellation by the Traveler's Will)**

1. The traveler may cancel all or part of the Arrangement Tour Contract at any time.
2. When the Arrangement Tour Contract is canceled based on the provisions of the preceding paragraph, the traveler shall bear the cost of the Travel Services already received, and the cancellation fees, penalties, and other expenses already paid or to be paid to the transportation or accommodation facilities, etc., for the Travel Services not yet received, and shall also pay the Company its predetermined cancellation handling fee and the Handling Charge that the Company was supposed to earn.

**Article 14 (Cancellation Due to Reasons Attributable to the Traveler)**

1. The Company may cancel the Arrangement Tour Contract in the following cases:
2. When the traveler fails to pay the travel price by the predetermined due date.
3. When a Communication Contract has been concluded, and the traveler's credit card has become invalid, or for other reasons, the traveler can no longer settle all or part of the debt related to the travel price and other costs in accordance with the Affiliated Company's card member agreement.
4. When it is found that the traveler falls under any of items 2 to 4 of Article 6.
5. When the Arrangement Tour Contract is canceled based on the provisions of the preceding paragraph, the traveler shall bear the cancellation fees, penalties, and other expenses already paid or to be paid to the transportation or accommodation facilities, etc., for the Travel Services not yet received, and shall also pay the Company its predetermined cancellation handling fee and the Handling Charge that the Company was supposed to earn.

**Article 15 (Cancellation Due to Reasons Attributable to the Company)**

1. The traveler may cancel the Arrangement Tour Contract if the arrangement of Travel Services becomes impossible due to reasons attributable to the Company.
2. When the Arrangement Tour Contract is canceled based on the provisions of the preceding paragraph, the Company shall refund the travel price already received to the traveler, excluding the expenses already paid or to be paid to the transportation or accommodation facilities, etc., as the cost of the Travel Services already received by the traveler.
3. The provisions of the preceding paragraph shall not preclude the traveler from claiming damages against the Company.

**Chapter IV Travel Price**

**Article 16 (Travel Price)**

1. The traveler must pay the travel price to the Company by the period determined by the Company before the start of the trip.
2. When a Communication Contract is concluded, the Company shall receive payment of the travel price using the Affiliated Company's card without the traveler's signature on the prescribed slip. In this case, the Card Usage Date shall be the date the Company notifies the traveler of the confirmed content of the Travel Services.
3. The Company may change the travel price if a fluctuation in the travel price occurs before the start of the

trip due to reasons such as revision of fares and charges of transportation or accommodation facilities, etc., or changes in exchange rates.

4. In the case of the preceding paragraph, any increase or decrease in the travel price shall belong to the traveler.
5. If the Company has concluded a Communication Contract with the traveler, and if expenses, etc., that the traveler should bear occur under the provisions of Chapter III or Chapter IV, the Company shall receive payment of the said expenses, etc., using the Affiliated Company's card without the traveler's signature on the prescribed slip. In this case, the Card Usage Date shall be the date the Company notifies the traveler of the amount of the expenses, etc., that the traveler should pay to the Company or the amount that the Company should refund to the traveler. However, if the Company cancels the Arrangement Tour Contract under the provisions of Article 14, Paragraph 1, item 2, the traveler must pay the expenses, etc., that the traveler should pay to the Company by the due date determined by the Company and by the payment method determined by the Company.

#### **Article 17 (Settlement of Travel Price)**

1. If the expenses that the Company paid to the transportation or accommodation facilities, etc., to arrange the Travel Services and that should be borne by the traveler, and the Handling Charge (hereinafter referred to as the "Settled Travel Price") do not match the amount of the travel price already received, the Company shall promptly settle the travel price after the end of the trip in accordance with the provisions of the next paragraph and Paragraph 3.
2. If the Settled Travel Price exceeds the amount of the travel price already received, the traveler must pay the difference to the Company.
3. If the Settled Travel Price is less than the amount of the travel price already received, the Company shall refund the difference to the traveler.

### **Chapter V Group Arrangement**

#### **Article 18 (Group Arrangement)**

The provisions of this chapter shall apply to the conclusion of an Arrangement Tour Contract applied for by multiple travelers traveling the same itinerary simultaneously, who have appointed a responsible representative (hereinafter referred to as the "Contract Representative").

#### **Article 19 (Contract Representative)**

1. Unless a special agreement is concluded, the Company shall deem the Contract Representative to have full power of agency concerning the conclusion of the Arrangement Tour Contract for the travelers constituting the group (hereinafter referred to as "Constituents"), and transactions concerning the travel business related to the said group and the business of Article 22, Paragraph 1 shall be conducted with the said Contract Representative.
2. The Contract Representative must submit a list of the Constituents to the Company or notify the Company of the number of people by the date determined by the Company.
3. The Company shall not be responsible for any debt or obligation that the Contract Representative currently owes or is expected to owe to the Constituents in the future.
4. If the Contract Representative does not accompany the group, the Company shall deem a Constituent

selected by the Contract Representative in advance to be the Contract Representative after the start of the trip.

#### **Article 20 (Special Rules for Contract Formation)**

1. When concluding an Arrangement Tour Contract with the Contract Representative, the Company may accept the conclusion of the Arrangement Tour Contract without receiving the payment of the application fee, notwithstanding the provisions of Article 5, Paragraph 1.
2. In the case of concluding an Arrangement Tour Contract without receiving the payment of the application fee based on the provisions of the preceding paragraph, the Company shall issue a document stating this fact to the Contract Representative, and the Arrangement Tour Contract shall be formed when the Company issues the said document.

#### **Article 21 (Change of Constituents)**

1. When the Contract Representative requests a change of Constituents, the Company shall comply with this request to the extent possible.
2. Any increase or decrease in the travel price resulting from the change in the preceding paragraph and the expenses required for the said change shall belong to the Constituents.

#### **Article 22 (Tour Conductor Service)**

1. The Company may have a tour conductor accompany the group and provide tour conductor services at the request of the Contract Representative.
2. The content of the tour conductor service performed by the tour conductor shall, in principle, be the duties necessary for the group to act as a group on the pre-determined travel itinerary.
3. The time zone during which the tour conductor provides tour conductor services shall, in principle, be from 8:00 AM to 8:00 PM.
4. When the Company provides tour conductor services, the Contract Representative must pay the Company the predetermined tour conductor service fee.

### **Chapter VI Responsibility**

#### **Article 23 (Company's Responsibility)**

1. When the Company or a person to whom the Company has entrusted the arrangement under the provisions of Article 4 (hereinafter referred to as the "Arrangement Agent") causes damage to the traveler intentionally or negligently in the performance of the Arrangement Tour Contract, the Company shall be responsible for compensating for the damage. However, this is limited to cases where the Company is notified within two years counting from the day following the date of the damage.
2. If the traveler suffers damage due to natural disaster, war, riot, cessation of Travel Services by transportation or accommodation facilities, order from a public office, or other causes beyond the control of the Company or the Company's Arrangement Agent, the Company shall not be responsible for compensating for the damage, except in the case of the preceding paragraph.
3. Notwithstanding the provisions of Paragraph 1, for damage to baggage, the Company shall compensate up to a limit of 150,000 yen per traveler (excluding cases where the Company has willful intent or gross negligence), provided that the Company is notified within fourteen days from the day following the date of the damage in the case of a domestic tour, or within twenty-one days from the day following the date of the damage in the case of an overseas tour.

#### **Article 24 (Traveler's Responsibility)**

1. If the Company suffers damage due to the traveler's willful intent or negligence, the said traveler must compensate for the damage.
2. When concluding an Arrangement Tour Contract, the traveler must utilize the information provided by the Company and endeavor to understand the traveler's rights and obligations and the content of the Arrangement Tour Contract.
3. After the start of the trip, in order to smoothly receive the Travel Services described in the Contract Document, if the traveler recognizes that a Travel Service different from that described in the Contract Document has been provided, the traveler must promptly report this to the Company, the Company's Arrangement Agent, or the said Travel Service provider at the tour location.

#### **Chapter VII Business Guarantee Deposit (When not a Guarantee Member of a Travel Agency Association)**

##### **Article 25 (Business Guarantee Deposit)**

1. A traveler or constituent who has concluded an Arrangement Tour Contract with the Company may receive reimbursement from the business guarantee deposit deposited by the Company based on the provisions of Article 7, Paragraph 1 of the Travel Agency Act for claims arising from that transaction.
2. The name and location of the depository where the Company has deposited the business guarantee deposit are as follows:
3. Name
4. Location

#### **Chapter VII Compensation Business Guarantee Deposit (When a Guarantee Member of a Travel Agency Association)**

##### **Article 25 (Compensation Business Guarantee Deposit)**

1. The Company is a guarantee member of the Japan Association of Travel Agents (3-3 Kasumigaseki, Chiyoda-ku, Tokyo).
2. A traveler or constituent who has concluded an Arrangement Tour Contract with the Company may receive reimbursement from the compensation business guarantee deposit deposited by the Japan Association of Travel Agents mentioned in the preceding paragraph for claims arising from that transaction, up to a limit of 3 million yen.
3. The Company has paid the compensation business guarantee deposit contribution to the Japan Association of Travel Agents based on the provisions of Article 49, Paragraph 1 of the Travel Agency Act, and therefore has not deposited the business guarantee deposit based on Article 7, Paragraph 1 of the same Act.

## **Part on Travel Agency Services Contract**

### **Article 1 (Scope of Application)**

1. The contract for travel agency services (hereinafter referred to as the "Travel Agency Services Contract") concluded between the Company and the traveler shall be governed by the provisions of these General Terms and Conditions. Matters not stipulated in these General Terms and Conditions shall be governed by laws and regulations or generally established customs.
2. Notwithstanding the provisions of the preceding paragraph, if the Company concludes a special agreement in writing, provided that it does not violate laws and regulations and is not disadvantageous to the traveler, that special agreement shall prevail.

### **Article 2 (Traveler Who Concludes a Travel Agency Services Contract)**

The traveler who concludes a Travel Agency Services Contract with the Company shall be a traveler who has concluded an Agency-Organized Planned Tour Contract, a Custom-Ordered Planned Tour Contract, or an Arrangement Tour Contract with the Company, or a traveler for whom the Company has acted as an agent to conclude a contract for another travel agent's Agency-Organized Planned Tour.

### **Article 3 (Definition of Travel Agency Services Contract)**

1. In these General Terms and Conditions, "Travel Agency Services Contract" means a contract under which the Company undertakes to perform the following services (hereinafter referred to as "Entrusted Services") upon the traveler's commission, in exchange for receiving a travel business handling charge for acting as a travel agent (hereinafter referred to as the "Travel Agency Services Fee"):
  2. Procedures for obtaining passports, visas, re-entry permits, and various certificates.
  3. Preparation of entry and exit procedure documents.
  4. Other services related to the preceding items.

### **Article 4 (Formation of the Contract)**

1. A traveler who intends to conclude a Travel Agency Services Contract with the Company must fill in the necessary particulars on the application form prescribed by the Company and submit it to the Company.
2. The Travel Agency Services Contract shall be formed when the Company accepts the conclusion of the contract and receives the application form of the preceding paragraph.
3. Notwithstanding the provisions of the preceding two paragraphs, the Company may accept an application for a Travel Agency Services Contract via telephone, mail, facsimile, internet, or other means of communication without receiving the submission of the application form. In this case, the Travel Agency Services Contract shall be formed when the Company accepts the conclusion of the contract.
4. The Company may not accept the conclusion of a Travel Agency Services Contract in the following cases:
  5. When the traveler is deemed to be a member of an organized crime group, a quasi-member of an organized crime group, a person related to an organized crime group, a company related to an organized crime group, or a corporate racketeer, or any other anti-social force.
  6. When the traveler has made violent demands or unreasonable demands to the Company, or has engaged in intimidating language or violence regarding a transaction, or any similar act.

7. When the traveler has damaged the Company's credibility or obstructed the Company's business by spreading rumors, using deception, or force, or has engaged in any similar act.
8. When there are other business reasons for the Company.
9. The Company shall promptly issue to the traveler, after the formation of the Travel Agency Services Contract, a document stating the content of the Entrusted Services (hereinafter referred to as the "Entrusted Services") undertaken by the said Travel Agency Services Contract, the amount of the Travel Agency Services Fee, the method of collecting it, the Company's responsibility, and other necessary particulars.
10. When the Company, with the prior consent of the traveler, provides the particulars that should be described in the document of the preceding paragraph (hereinafter referred to as the "Particulars" in this article) by a method utilizing information and communications technology, in lieu of issuing the said document, the Company shall confirm that the Particulars have been recorded in a file provided in the communication equipment used by the traveler.
11. In the case of the preceding paragraph, if the communication equipment used by the traveler is not equipped with a file for recording the Particulars, the Company shall record the Particulars in a file provided in the communication equipment used by the Company (limited to one dedicated for the exclusive use of the said traveler) and confirm that the traveler has viewed the Particulars.

#### **Article 5 (Confidentiality Obligation)**

The Company shall ensure that information learned in the course of performing the Entrusted Services is not disclosed to others.

#### **Article 6 (Traveler's Obligation)**

1. The traveler must pay the Travel Agency Services Fee to the Company by the due date determined by the Company.
2. The traveler must submit the documents, materials, and other items necessary for the Entrusted Services (hereinafter referred to as "Travel Agency Documents, etc.") to the Company by the due date determined by the Company.
3. If the Company must pay fees, visa fees, commission fees, or other charges (hereinafter referred to as "Visa Fees, etc.") to a public office in Japan, a foreign embassy in Japan, or other entity in the course of performing the Entrusted Services, the traveler must pay the said Visa Fees, etc., to the Company by the due date determined by the Company.
4. If expenses such as postage or transportation costs occur in the course of performing the Entrusted Services, the traveler must pay the said expenses to the Company by the due date determined by the Company.

#### **Article 7 (Cancellation of the Contract)**

1. The traveler may cancel all or part of the Travel Agency Services Contract at any time.
2. The Company may cancel the Travel Agency Services Contract in the following cases:
3. When the traveler fails to submit the Travel Agency Documents, etc., by the predetermined due date.
4. When the Company recognizes that the Travel Agency Documents, etc., submitted by the traveler are incomplete.
5. When the traveler fails to pay the Travel Agency Services Fee, Visa Fees, etc., or the expenses in Paragraph

4 of the preceding article by the predetermined due date.

6. When it is found that the traveler falls under any of Article 4, Paragraph 4, items 1 to 3.
7. When the Company has undertaken the Entrusted Services of Article 3, Paragraph 1, item 1, and the Company recognizes that there is an extremely high risk that the traveler will be unable to obtain a passport, visa, or re-entry permit (hereinafter referred to as "Passport, etc.") for reasons not attributable to the Company.
8. When the Travel Agency Services Contract is canceled based on the provisions of the preceding two paragraphs, the traveler shall bear the Visa Fees, etc., and the expenses in Paragraph 4 of the preceding article already paid, and shall also pay the Company the Travel Agency Services Fee related to the Entrusted Services already performed by the Company.

#### **Article 8 (Company's Responsibility)**

1. When the Company causes damage to the traveler intentionally or negligently in the performance of the Travel Agency Services Contract, the Company shall be responsible for compensating for the damage. However, this is limited to cases where the Company is notified within six months counting from the day following the date of the damage.
2. The Company does not guarantee, by the Travel Agency Services Contract, that the traveler will actually be able to obtain a Passport, etc., or be granted entry to or exit from the relevant country. Therefore, the Company shall not be responsible if the traveler is unable to obtain a Passport, etc., or is not granted entry to or exit from the relevant country for reasons not attributable to the Company.
- 3.

#### **Part on Travel Consultation Contract**

##### **Article 1 (Scope of Application)**

1. The contract for travel consultation (hereinafter referred to as the "Travel Consultation Contract") concluded between the Company and the traveler shall be governed by the provisions of these General Terms and Conditions. Matters not stipulated in these General Terms and Conditions shall be governed by laws and regulations or generally established customs.
2. Notwithstanding the provisions of the preceding paragraph, if the Company concludes a special agreement in writing, provided that it does not violate laws and regulations and is not disadvantageous to the traveler, that special agreement shall prevail.

##### **Article 2 (Definition of Travel Consultation Contract)**

In these General Terms and Conditions, "Travel Consultation Contract" means a contract under which the Company undertakes to perform the following services upon the traveler's commission, in exchange for receiving a travel business handling charge for consultation (hereinafter referred to as the "Consultation Fee"):

1. Advice necessary for the traveler to create a travel plan.
2. Creation of a travel plan.
3. Estimation of expenses required for the travel.
4. Provision of information regarding the destination and transportation or accommodation facilities, etc.
5. Other necessary advice and information provision for the travel.

##### **Article 3 (Formation of the Contract)**

1. A traveler who intends to conclude a Travel Consultation Contract with the Company must submit an

application form filled with the predetermined particulars to the Company.

2. The Travel Consultation Contract shall be formed when the Company accepts the conclusion of the contract and receives the application form of the preceding paragraph.
3. Notwithstanding the provisions of the preceding two paragraphs, the Company may accept an application for a Travel Consultation Contract via telephone, mail, facsimile, internet, or other means of communication without receiving the submission of the application form. In this case, the Travel Consultation Contract shall be formed when the Company accepts the conclusion of the contract.
4. The Company may not accept the conclusion of a Travel Consultation Contract in the following cases:
5. When the content of the traveler's consultation is contrary to public order and morals or is likely to violate the laws and regulations enforced at the destination.
6. When the traveler is deemed to be a member of an organized crime group, a quasi-member of an organized crime group, a person related to an organized crime group, a company related to an organized crime group, or a corporate racketeer, or any other anti-social force.
7. When the traveler has made violent demands or unreasonable demands to the Company, or has engaged in intimidating language or violence regarding a transaction, or any similar act.
8. When the traveler has damaged the Company's credibility or obstructed the Company's business by spreading rumors, using deception, or force, or has engaged in any similar act.
9. When there are other business reasons for the Company.

#### **Article 4 (Consultation Fee)**

When the Company performs the services listed in Article 2, the traveler must pay the Company its predetermined Consultation Fee by the due date determined by the Company.

#### **Article 5 (Cancellation of the Contract)**

The Company may cancel the Travel Consultation Contract if it is found that the traveler falls under any of Article 3, Paragraph 4, items 2 to 4.

#### **Article 6 (Company's Responsibility)**

1. When the Company causes damage to the traveler intentionally or negligently in the performance of the Travel Consultation Contract, the Company shall be responsible for compensating for the damage. However, this is limited to cases where the Company is notified within six months counting from the day following the date of the damage.
2. The Company does not guarantee that the transportation or accommodation facilities, etc., described in the travel plan created by the Company will actually be available for arrangement. Therefore, the Company shall not be responsible even if a contract for the provision of transportation, accommodation, or other travel-related services provided by the transportation or accommodation facilities, etc., could not be concluded due to reasons such as being fully booked.