

Ministry of Land, Infrastructure, Transport and Tourism Notification No. 1593

The Standard Travel Agency Provisions (Notification of the Ministry of Transport No. 790 of December 19, 1995) set forth in Article 12-3 of the Travel Agency Act (Act No. 239 of 1952) are hereby revised in their entirety and the following provisions are hereby promulgated.

December 16, 2004

Minister of Land, Infrastructure,  
Transport and Tourism North  
Kazuo

Final revision: March 2, 2020, Japan Tourism Agency/Consumer Agency Notification No.  
1 (effective as of April 1, 2020)

## Standard Travel Conditions

[Vertical text in original].

### Offered Type Travel Contracts

#### Chapter I General Provisions

##### (Coverage)

Article 1 The contract concerning an organized tour for which the Company enters into with a traveler (hereinafter referred to as "contract for an organized tour for which the Company enters into with a traveler") shall be governed by the provisions of these General Terms and Conditions of Carriage. (hereinafter referred to as "the Company") shall be governed by the provisions of these General Terms and Conditions. Matters not provided for in these Conditions of Carriage shall be governed by laws and regulations or generally established customs.

(2) Notwithstanding the provisions of the preceding paragraph, if the Company has made a special agreement in writing that is not contrary to laws and regulations and not detrimental to the traveler, such special agreement shall prevail.

##### (Definition of terms)

Article 2 The term "organized tour" as used in these Conditions of Carriage means a tour for which the Company has prepared in advance a tour plan for the purpose of soliciting travelers, which specifies the destination and itinerary of the tour, the details of transportation or accommodation services to be provided to the traveler, and the amount of the tour fee to be paid by the traveler to the Company, and which is implemented accordingly. The term "tour" means a tour which is conducted in accordance with a travel plan prepared and executed by the Company.

2 "Domestic Trip" as used in these Conditions of Carriage shall mean a trip within Japan only, and "Overseas Trip" shall mean a trip other than a domestic trip.

3 (1) The term "correspondence contract" as used in this Section means a contract for an arranged tour by the Company with a credit card company with which the Company or a company selling the arranged tour on behalf of the Company has a tie-up (hereinafter referred to as the "tie-up company"). The "contract" is an arranged tour contract concluded between the Company and a credit card member of a company with which

the Company or a company selling the arranged tour on behalf of the Company ("the Alliance Partner") accepts an application by telephone, mail, facsimile, Internet or other means of communication, and the Company will pay the credit or debt of the tour fee, etc. based on the arranged tour contract to the traveler after the date when such credit or debt is to be fulfilled. (2) "Contract for an organized tour" means an arranged tour contract with the contents that the traveler agrees in advance to the Company's settling the claims or obligations pertaining to the tour fee, etc. based on the arranged tour contract with the traveler in accordance with the terms and conditions of the credit card of the Alliance Company, and that the traveler pays the tour fee, etc. of the arranged tour contract by the method prescribed in Article 12, paragraph 2, the second sentence of Article 16, paragraph 1 and Article 19, paragraph 2.

4 In these Conditions of Carriage, "Card Usage Date" means the date on which the traveler or the Company is to perform payment or refund obligations for the tour fee, etc. based on an arranged tour contract.

(Contents of travel contract)

Article 3 Under an arranged tour contract, the Company shall arrange for and undertake to manage the itinerary so that the traveler may receive transportation, accommodation, and other services related to the tour (hereinafter referred to as "tour services") provided by transportation and accommodation agencies, etc., in accordance with the itinerary determined by the Company. The Company shall arrange and manage the itinerary so that the traveler may receive transportation, accommodation, and other services related to the tour (hereinafter referred to as "tour services") provided by transportation and accommodation agencies, etc., in accordance with the itinerary specified by the Company.

(Arrangement Agent)

Article 4. In executing an arranged tour contract, the Company may have other travel agencies, persons engaged in making arrangements as their business, or other assistants, in or outside of Japan, make all or part of the arrangements on behalf of the Company.

## Chapter II Conclusion of Contract

(Application for a contract)

Article 5. A traveler who wishes to apply for an arranged tour contract with the Company shall fill in the prescribed items on an application form prescribed by the Company (hereinafter referred to as the "Application Form") and submit it to the Company together with an application fee in an amount separately determined by the Company. The traveler who wishes to apply for an arranged tour contract with the Company shall fill in the prescribed items on the application form (hereinafter referred to as "Application Form") prescribed by the Company and submit it to the Company together with an application fee in an amount separately determined by the Company.

- 2 Notwithstanding the provisions of the preceding paragraph, a traveler who intends to apply for a correspondence contract with the Company shall notify the Company of the name of the organized tour, the trip start date, membership number and other matters (hereinafter referred to as "membership number, etc." in the following article) for which he/she is applying. を当社に通知しなければなりません。
3. The application fee in Paragraph 1 will be treated as part of the tour fee or cancellation fee or penalty fee.
- 4 Travelers who require special consideration for participation in a tour, are requested to make such request at the time of application for a contract. In this case, the Company will comply with the request to the extent possible.
- 5 The cost of any special measures taken by the Company for the traveler based on the request in the preceding paragraph shall be borne by the traveler.

(Reservations by phone, etc.)

Article 6 The Company shall accept reservations for organized tour contracts by telephone, mail, facsimile, Internet or other means of communication. In this case, the contract is not concluded at the time of reservation, and the traveler must submit an application form and application fee to the Company or notify the Company of his/her membership number, etc. pursuant to the provisions of paragraph 1 or 2 of the preceding article within the period specified by the Company after the Company notifies the traveler of its acceptance of his/her reservation.

- 2 When the application form and application fee have been submitted or the membership number, etc. have been notified in accordance with the preceding paragraph, the order of conclusion of the recruitment-type tour contract shall be in accordance with the order of acceptance of said reservation.
- 3 If the traveler does not submit the application fee or notify the Company of his/her membership number, etc. within the period specified in Paragraph 1, the Company shall treat the reservation as not having been made.

(Refusal to enter into a contract)

Article 7 The Company may refuse to conclude an arranged tour contract in the following cases

- ~ The Participating Traveler does not meet the gender, age, qualifications, skills, or other conditions of the Participating Traveler as specified in advance by the Company.
- (ii) When the number of applicants has reached the number of applicants.
  - (iii) When the Traveler is likely to cause inconvenience to other Travelers or interfere with the smooth implementation of group activities.
  - iv. (iii) when the Participant intends to conclude a correspondence contract and the credit card held by the traveler is invalid or the like, and the traveler is unable to settle part or all of the obligations pertaining to the tour price, etc. in accordance with the credit card membership agreement of the Alliance Partner; or
  - v. When the traveler is recognized as a member of organized crime groups, a quasi-organized member of organized crime groups, a person related to organized crime groups, a company related to organized crime groups, or a general meeting house, or other antisocial forces.
  - (vi) If the traveler makes a violent or unreasonable demand, or uses threatening language or conduct in connection with a transaction with the Company, or

- (iii) When a person commits an act of violence or any other similar act.
- (vii) (viii) When the traveler has spread false rumors, used deceptive means or force to damage the credibility of the Company or obstruct the business of the Company, or has committed any other similar act.
- (viii) When there are other business reasons for the Company.

(Time of conclusion of contract)

Article 8. An organized tour contract shall be concluded when the Company accepts the conclusion of the contract and accepts the application fee set forth in Article 5, paragraph (1).

2 Notwithstanding the provisions of the preceding paragraph, a correspondence contract shall be considered to be concluded when the Company's notice of acceptance of the conclusion of the contract reaches the traveler.

(Delivery of contract documents)

Article 9 Promptly after the conclusion of the contract stipulated in the preceding Article, the Company shall deliver to the traveler a document (hereinafter referred to as the "Contract Document") describing the itinerary, contents of the tour services, tour fee and other tour conditions, and matters concerning the Company's responsibilities. The Company shall deliver to the traveler a document (hereinafter referred to as the "Contract Document") describing the itinerary, details of tour services, tour fee and other tour conditions, and matters concerning the Company's responsibilities.

2. The scope of tour services that we are obligated to arrange and manage the itinerary under an arranged tour contract shall be as described in the contract document set forth in the preceding paragraph.

(Definitive statement)

Article 10 In the case where the contract document set forth in paragraph (1) of the preceding article is unable to state the confirmed itinerary and the names of transportation and accommodation facilities, the contract document shall list the names of the accommodation facilities to be used and the transportation facilities that are important for indication in a limited manner, and shall describe such confirmed conditions by the date specified in the document (or, in the case where an application for an organized tour contract is made on or after the seventh day counting from the day before the start date of the tour, the date of commencement of the tour) up to the day before the start date of the tour after the issuance of said contract document. The Company shall, after delivery of said contract document, deliver to the Participant a document (hereinafter referred to as the "Finalized Contract Document") describing the finalized conditions of the tour by the date specified in said contract document up to the day before the commencement date of the tour (or the commencement date of the tour if the application for the recruitment-type tour contract is made on or after the seventh day counting from the day before the commencement date of the tour). The Company will deliver a document stating the finalized status of the tour (hereinafter referred to as the "Finalized Document") by the date specified in such contract document.

2 In the case of the preceding paragraph, if the Company receives an inquiry from a traveler who wishes to confirm the status of arrangements, the Company shall respond promptly and appropriately even before the delivery of the Confirmation Document.

3 In the event that the Company delivers the definitive tour document set forth in Paragraph 1, the scope of the tour services for which the Company is obligated to arrange and manage the itinerary pursuant to Paragraph 2 of the preceding Article shall be specified in the said definitive tour document.

(Methods using information and communication technology)

Article 11 The Company shall, with the prior consent of the traveler, deliver to the traveler a document describing the itinerary, contents of tour services, tour fee and other tour conditions, and the Company's liability, in lieu of a contract document or a definitive document, to be delivered to the traveler when concluding an arranged tour contract, by using information communication technology. (hereinafter in this Article referred to as the "Matters to be Stated in the Document"). を提供したときは、旅行者の使用する通

信機器に備えられたファイルに記載事項が記録されたことを確認します。

(2) In the case of the preceding paragraph, if the telecommunications equipment used by the traveler is not equipped with a file for recording the matters stated, the Company shall record the matters stated in a file provided in the telecommunications equipment used by the Company (limited to a file exclusively for the use of the said traveler), and confirm that the traveler has read the matters stated therein. に記載事項を記録し、旅行者が記載事項を閲覧したことを確認します。

(Trip fee)

Article 12 The traveler shall pay to the Company the tour fee in the amount stated in the contract document by the date stated in the contract document prior to the commencement date of the tour.

2 When a correspondence contract is concluded, the Company will accept payment of the tour fee for the amount stated in the contract document without the traveler's signature on the prescribed slip by a credit card issued by a partner company. The date of use of the card shall be the date of conclusion of the travel contract.

### Chapter III Modification of Contracts

(Change of contract)

Article 13. In the event of a natural disaster, war, riot, suspension of travel services by transportation or accommodation agencies, etc., orders by government authorities, provision of transportation services not in accordance with the original operation plan, or other reasons beyond the Company's control, if the Company has no choice but to do so in order to ensure the safe and smooth implementation of the tour, the Company shall promptly inform the traveler in advance of such reasons, explain the reasons why such reasons are beyond its control and the causal relationship between such reasons and the contents of the tour itinerary, travel services, and other details of the tour contract (hereinafter referred to as the "Contents of Contract"). In such cases, the Company may change the itinerary, contents of tour services and other contents of the tour contract (hereinafter referred to as the "Contents of Contract") by explaining to the traveler in advance the reasons why the said reasons are unforeseeable and the causal relationship between such reasons and the traveler. The tour operator may change the tour itinerary, contents of tour services and other contents of the tour contract (hereinafter referred to as the "Contents of Contract") by explaining the reasons and causal relationship between the said reasons and the tour operator. However, in case of emergency and when such change is unavoidable, the Company will provide an explanation after such change has been made.

(Change in the amount of the tour fee)

Article 14 In the event that the fares and charges applicable to the transportation facilities to be used for the tour (hereinafter referred to as "Applicable Fares and Charges" in this Article) shall increase or decrease significantly beyond the Applicable Fares and Charges which have been publicly announced as valid at the time of the solicitation for the tour, due to significant changes in economic conditions, etc., the amount of such increase or decrease shall be the same as the amount normally expected. In the event that, due to significant changes in economic conditions, etc., the applicable fares and charges (hereinafter referred to as "Applicable Fares and Charges" in this Article) for the transportation facilities to be used for the tour, are increased or decreased to a degree substantially beyond what would normally be expected, compared to the Applicable Fares and Charges that are publicly announced as valid at the time of the invitation for the tour, the Company may, within the amount of such increase or decrease, increase or decrease the amount of the tour fee. The Company may increase or decrease the amount of the tour fee to the extent of such increase or decrease.

- (2) When the Company increases the tour fee pursuant to the preceding paragraph, the Company shall notify the traveler to that effect prior to the fifteenth day before the tour start date.
- 3 When the applicable fares and charges are reduced as provided in paragraph (1), the Company shall reduce the tour fee by the amount of such reduction as provided in the same paragraph.
- (4) In the event that a change in the contract pursuant to the preceding Article causes a decrease or increase in the expenses required for the implementation of the tour (including cancellation fees, penalty fees and other expenses already paid or to be paid for the tour services not provided due to such change in the contract), the Company shall, in accordance with the provisions of the preceding Article, pay the amount of such decrease or increase to the Participant. (except when the increase in expenses is due to a shortage of seats, rooms or other facilities of the transportation/accommodation agency, etc., even though such transportation/accommodation agency, etc., is providing the relevant travel services). ), the amount of the tour fee may be changed to the extent of such increase or decrease at the time of such change in the contract.
5. In the event that the Company has stated in the contract document that the tour fee varies depending on the number of persons using transportation and accommodation facilities, etc., the Company may change the amount of the tour fee as stated in the contract document if the number of persons using such facilities changes for reasons not attributable to the Company after the conclusion of the recruitment-type tour contract.

(Alternation of travelers)

Article 15 A traveler who has concluded a recruitment-type tour contract with the Company may assign his/her contractual position to a third party with the Company's consent.

(2) When a traveler wishes to request the Company's approval as provided in the preceding paragraph, he/she shall fill in the prescribed items on a form prescribed by the Company and submit it to the Company together with the prescribed fee in the prescribed amount.

3 The transfer of the contractual status in Paragraph 1 shall take effect upon approval by the Company, and the third party who has transferred the travel contractual status shall thereafter succeed to all rights and obligations of the traveler with respect to said recruitment-type organized tour contract.

#### Chapter IV Cancellation of Contract

(Traveller's right to cancel)

Article 16 The traveler may cancel an arranged tour contract at any time by paying the cancellation fee specified in Appended Table 1 to the Company.



In the case of cancellation of a correspondence contract, the Company will accept payment of the cancellation fee without the traveler's signature on the prescribed slip by credit card of the Partner. In the event of cancellation of a Communication Contract, SBI will accept payment of the cancellation charge without the traveler's signature on the prescribed slip by credit card of the Partner.

- 2 Notwithstanding the provisions of the preceding paragraph, the traveler may cancel the recruitment-type tour contract without paying a cancellation fee prior to the commencement of the tour in the following cases
- ～ **when** When the contract has been changed by the Company. However, such change is limited to those listed in the upper column of Appended Table 2 or other important changes.
  - (ii) when the tour fee has been increased pursuant to the provisions of Article 14 paragraph (1)
  - (iii) In the event of a natural disaster, war, riot, suspension of provision of travel services by transportation or accommodation agencies, etc., orders by government authorities, or other reasons that make or are extremely likely to make it impossible for the tour to be conducted safely and smoothly.
  - (iv) When the Company has not delivered the Confirmation Document to the traveler by the date set forth in Article 10 paragraph (1)
  - (v) When it becomes impossible for the Company to implement the tour in accordance with the tour itinerary described in the contract document due to reasons attributable to the Company
- (3) If, after the commencement of the tour, the traveler is unable to receive the tour services described in the contract document due to reasons not attributable to the traveler, or if the Company has so informed the traveler, the traveler may, notwithstanding the provisions of paragraph (1), cancel the contract for the portion of the tour services that he/she is unable to receive without paying a cancellation fee. Notwithstanding the provisions of paragraph (1), the Participant may cancel the contract for the portion of the tour services that the Participant is unable to receive without paying a cancellation fee.
- 4 In the case of the preceding paragraph, the Company shall refund to the Participant the amount of the tour fee pertaining to the portion of the tour services that the Participant is no longer able to receive. However, if the case in the preceding paragraph is not due to reasons attributable to the Company, the Company shall refund to the traveler the amount of the tour fee minus the amount pertaining to cancellation fees, penalty fees and other expenses already paid or to be paid for the said tour services.
- (Our right of cancellation, etc. - Cancellation before the start of the tour)
- Article 17 In the following cases, the Company may cancel the recruitment-type tour contract prior to the start of the tour by explaining the reason to the traveler.
- ～. When it is found that the traveler does not meet the gender, age, qualifications, skills, or other conditions of participating travelers as specified in advance by the Company.
  - ii. When the traveler is deemed to be unable to bear the said trip due to illness, absence of a necessary caregiver, or other reasons.
  - (iii) When it is found that the traveler is likely to cause inconvenience to other travelers or interfere with the smooth implementation of the group tour.
  - iv. (iv) When the Participant has requested the Participant to bear a burden in excess of a reasonable extent in connection with the contents of the contract
  - (v) When the number of travelers does not reach the minimum number of participants stated in the contract document
  - (vi) When there is an extreme risk that the necessary snowfall or other conditions for the tour for the purpose of skiing, which were specified at the time of conclusion of the contract, will not be fulfilled.
  - (vii) In the event of natural disaster, war, riot, suspension of transportation or accommodation services, orders by government authorities, or other reasons beyond the Company's control that make it impossible or highly likely that the safe and smooth implementation of the tour in accordance with the itinerary described in the contract document will be impossible.

(viii) When a correspondence contract has been concluded and the credit card held by the traveler becomes invalid, etc., and the traveler is unable to settle part or all of the obligations pertaining to the tour price, etc., in accordance with the credit card membership agreement of the Alliance Partner.

(ix) When it is found that the traveler falls under any of items (v) through (vii) of Article 7.

(2) If the traveler fails to pay the tour fee by the date specified in the contract document referred to in Article 12, Paragraph (1), the traveler shall be deemed to have failed to pay the said date.

The traveler shall be deemed to have cancelled the contract for the arranged tour on the following day. In this case, the traveler shall pay to the Company a penalty fee equivalent to the cancellation fee set forth in paragraph 1 of the preceding Article.

3 When the Company intends to cancel a tour contract for a sales-type tour due to any of the reasons listed in Paragraph 1, Item 5, the Company shall notify the traveler of its intention to cancel the tour prior to the day that falls on the thirteenth day (third day for a one-day trip) in the case of a domestic tour, or the twenty-third day (thirtieth day for an overseas trip starting at the peak time specified in Appended Table 1) in the case of an overseas trip, counting back from the day before the starting date of the trip. In the case of an overseas tour, the Company shall notify the traveler of the cancellation of the tour on or before the 23rd day (the 33rd day in the case of a one-day trip) prior to the commencement of the tour.

(Our right of cancellation - Cancellation after the commencement of the trip)

Article 18 In any of the following cases, the Company may cancel a part of the contract for an organized tour by explaining the reason to the traveler, even after the commencement of the tour.

~ When the traveler is unable to continue the trip due to illness, absence of necessary caregivers or other reasons.

(ii) When the traveler violates the Company's instructions given by tour guides or other persons for the safe and smooth implementation of the tour, or disturbs the discipline of group activities by assaulting or threatening such persons or other accompanying travelers, thereby preventing the safe and smooth implementation of the said tour.

(iii) When it is found that the traveler falls under any of items (v) through (vii) of Article 7.

(iv) In the event of natural disaster, war, riot, suspension of travel services by transportation or accommodation facilities, order by government authorities, or other reasons beyond the Company's control, which make it impossible to continue the tour.

2 When the Company cancels the recruitment-type tour contract pursuant to the preceding paragraph, the contractual relationship between the Company and the traveler shall be extinguished only for the future. In this case, the Company's obligation concerning the tour services already provided to the traveler shall be deemed to have been effectively repaid.

In the case of the preceding paragraph, the Company shall refund to the traveler the portion of the tour fee pertaining to the tour services that the traveler has not yet received minus the amount pertaining to cancellation fees, penalty fees and other expenses already paid or to be paid for said tour services. The amount of the refund shall be the amount pertaining to the portion of the travel services not provided.

(Refund of trip fee)

Article 19 In the event that the tour fee has been reduced pursuant to the provisions of Article 14, paragraphs (3) through (5), or in the event that the tour contract has been cancelled pursuant to the provisions of the preceding three articles, if there is any amount to be refunded to the traveler, the Company shall, within seven days from the day following the cancellation in the case of refund due to cancellation prior to the commencement of the tour, refund the amount to the traveler. In the case of a refund due to a cancellation before the commencement of the tour, the amount shall be refunded to the Participant within seven (7) days from the day following the date of cancellation.

2 In the event that the Company has concluded a correspondence contract with a traveler and the trip fee has been reduced pursuant to the provisions of Article 14 paragraphs (3) through (5) or the correspondence contract has been cancelled pursuant to the provisions of the preceding three articles, if there is any amount to be refunded to the traveler, the Company shall, in accordance with the card member agreement of the partner company In such cases, the Company shall refund the relevant amount to the traveler. In this case, we shall notify the traveler of the amount to be refunded within 7 days from the day following the cancellation in the case of refund due to cancellation before the start of the tour, or within 30 days from the day following the end of the tour as stated in the contract document in the case of refund due to reduction or cancellation

after the start of the tour. The date of such notice to the traveler shall be the date of use of the credit card.

(3) The provisions of the preceding two paragraphs shall not apply to claims for damages by the traveler or the Company pursuant to the provisions of Article 27 or Article 30 paragraph (1).

This does not preclude the exercise of the right to seek

(Arrangement for return after cancellation of contract)

Article 20 When the Company cancels an arranged tour contract after the commencement of a tour pursuant to the provisions of Article 18 paragraph (1) item (i) or (iv), the Company shall, at the request of the traveler, undertake to arrange travel services necessary for the traveler to return to the place of departure of said tour.

2 In the case of the preceding paragraph, the traveler shall bear all expenses required for the trip to return to the place of departure.

## Chapter V Groups and Group Contracts

(Groups and group contracts)

Article 21 (1) The Company shall apply the provisions of this Chapter to the conclusion of a contract for a sales-type tour in which two or more travelers who travel the same itinerary at the same time apply by appointing their responsible representatives (hereinafter referred to as "Responsible Parties"). The provisions of this Chapter shall apply to the conclusion of a contract for a sales-type tour in which two or more persons traveling on the same itinerary at the same time apply by appointing their responsible representatives (hereinafter referred to as "Responsible Parties").

(Contracting Officer)

Article 22 Except in cases where a special agreement has been concluded, the Company shall deem that the person responsible for the contract has the authority to act as an agent for all travelers comprising the group/group (hereinafter referred to as "Constituents") in connection with the conclusion of a tour contract for a tour in which the Company is the contracting party. The Company shall deem that the person responsible for the contract has the authority to act as an agent for the group or group of travelers (hereinafter referred to as "Constituents") and shall conduct all transactions related to travel services for such group or group with such person responsible for the contract, except in cases where the Company has concluded a special agreement.

2 The person responsible for the contract must submit a list of constituents to the Company by the date determined by the Company.

3 The Company shall not be liable for any debt or obligation that the Contracting Officer now owes or may be expected to owe to the Constituents in the future.

4 In the event that the person responsible for the contract does not accompany the group/group, the Company shall deem a member of the group/group appointed by the person responsible for the contract in advance to be the person responsible for the contract after the commencement of the tour.

## Chapter VI Itinerary Management

(Itinerary Management)

Article 23 The Company shall endeavor to ensure safe and smooth travel for the traveler and shall perform the following services for the traveler. However, this shall not apply in cases where the Company has concluded a special agreement with the traveler to the contrary.

~ When it is recognized that there is a possibility that a traveler may not be able to receive tour services during the tour, necessary measures shall be taken to ensure that the traveler will receive the tour services in accordance with the tour contract for an organized tour.

(ii) If, despite the measures set forth in the preceding item, it is unavoidable to change the contents of the contract, the Service Provider shall make arrangements for alternative services. In this case, when changing the itinerary, the travel agency shall endeavor to make the changed itinerary conform to the purpose of the original itinerary, and when changing the contents of the tour services, the travel agency shall endeavor to make the changed tour services the same as the original tour services, etc. to minimize the changes in the contract contents. (2) The tour operator shall make every effort to minimize changes in the contents of the contract.

(Our instructions)

Article 24 When acting in a group from the start of the tour to the end of the tour, the traveler shall follow

the instructions of the Company for the safe and smooth implementation of the tour.

(Duties of attendants, etc.)

Article 25 The Company may, depending on the contents of the tour, have tour guides or other persons accompany the tour to perform all or part of the services listed in each item of Article 23 and other services deemed necessary by the Company incidental to said organized tour.

2 (2) As a general rule, the hours for attendants and other persons to engage in the work set forth in the preceding paragraph shall be from 8:00 a.m. to 20:00 p.m.

(Protective measures)

Article 26 When a traveler on a tour is deemed to be in need of protection due to illness or injury, etc., the Company may take necessary measures. In such cases, if such measures are not due to reasons attributable to the Company, the expenses required for such measures shall be borne by the traveler, and the traveler shall pay such expenses to the Company by the date designated by the Company.

The payment must be made to the Company in the manner specified by the Company.

## Chapter VII Liability

(Our responsibility)

Article 27 When the Company or a person on whose behalf the Company has made arrangements pursuant to the provisions of Article 4 (hereinafter referred to as "Arrangement Agent") has caused damage to a traveler in the performance of a recruitment-type tour contract, the Company shall be liable to compensate for such damage. (hereinafter referred to as the "arranger") has intentionally or negligently caused damage to the traveler, the Company shall be liable to compensate the traveler for such damage. However, the Company shall be held liable to compensate for the damage only when the Company is notified of such damage within two (2) years from the day following the date of occurrence of such damage.

2 In the event that a traveler suffers damages due to a natural disaster, war, riot, suspension of travel services provided by transportation or accommodation agencies, etc., orders by government authorities, or other reasons beyond the control of the Company or its agents, the Company shall not be liable to compensate for such damages, except in the case of the preceding paragraph.

3 Notwithstanding the provisions of paragraph (1) of this Article, the Company shall not be liable for Damage to Baggage of up to 150,000 yen per Traveler (except in the case of willful misconduct or gross negligence on the part of the Company), provided that the Company is notified of such Damage within 14 days in the case of domestic trips and within 21 days in the case of overseas trips, starting from the day following the occurrence of such Damage. (except in the case of willful misconduct or gross negligence on the part of the Company). The Company will compensate for damages up to 150,000 yen per traveler (except in the case of willful misconduct or gross negligence by the Company).

(Special compensation)

Article 28 Regardless of whether or not the Company's liability under paragraph (1) of the preceding Article arises, the Company shall, pursuant to the Special Compensation Regulations attached hereto, pay compensation and visitation money in pre-determined amounts for certain damages incurred by the traveler in his/her life, body, or baggage while participating in the organized tour.

2 (2) In the event that the Company is liable for the damages set forth in the preceding paragraph pursuant to the provisions of paragraph (1) of the preceding Article, the compensation set forth in the preceding paragraph to be paid by the Company shall be deemed to be the compensation for such damages to the extent of the amount of damages to be paid based on such liability.

3 (2) In the case prescribed in the preceding paragraph, the Company's obligation to pay compensation pursuant to the provisions of paragraph (1) of this Article shall not apply to any compensation for damages (including compensation deemed to be compensation for damages pursuant to the provisions of the preceding paragraph) payable by the Company pursuant to the provisions of paragraph (1) of the preceding Article.

(2) The amount of the fee shall be reduced by an amount equal to the amount of the The amount of the reduction shall be an amount equal to

4 An organized tour for a traveler who is participating in an arranged tour of the Company and for whom the Company charges a separate tour fee will be treated as part of the contents of the main arranged tour contract.

(Guaranteed Itineraries)

Article 29 The Company shall not be liable for any material changes to the contract listed in the upper column of Appended Table 2 (except for changes listed in the following items (except for changes caused by shortage of seats, rooms or other facilities of transportation/accommodation agencies, etc., even though such transportation/accommodation agencies, etc. are providing such travel services)). (excluding the case in which the tour fee is not refundable). In the event that the Company is unable to pay the compensation for a change

in the tour fee, the Company will pay the compensation for a change in the tour fee multiplied by the rate shown in the lower column of the above table within 30 days from the day following the date of termination of the tour. However, this shall not apply if it is clear that the Company is liable for the said change in accordance with the provisions of Article 27 paragraph (1).

~ Changes due to any of the following reasons: a.

Natural disaster

Second Sino-Japanese War (1937-1945)

C riot

(d) Orders of public offices

e. (f) Cancellation of travel services provided by transportation or accommodation agencies, etc.

Provision of transportation services not in accordance with the original operation plan



(g) Measures necessary to ensure the life or physical safety of the trip participants

(ii) In the event that an arranged tour contract has been cancelled pursuant to the provisions of Articles 16 through 18, changes pertaining to the cancelled portion

2. The maximum amount of compensation for a change to be paid by the Company shall be the amount obtained by multiplying the tour price by a rate determined by the Company of 15% or more for each tour for an arranged tour for one traveler. If the amount of the compensation for change payable to one traveler for an arranged tour is less than one thousand (1,000) yen, the Company shall not pay compensation for change.
3. If, after the Company has paid compensation for a change pursuant to the provisions of paragraph (1) above, it becomes clear that the Company is liable for the said change pursuant to the provisions of Article 27, paragraph (1) above, the traveler must return the compensation for the change to the Company. In this case, the Company shall pay the remaining amount after offsetting the amount of compensation for damages to be paid by the Company pursuant to the provisions of the same paragraph with the amount of compensation for change to be returned by the traveler.

(Traveler's responsibility)

Article 30 If the Company suffers any damage due to the intentional or negligent act of the traveler, the said traveler shall compensate the Company for the damage.

2. When concluding an arranged tour contract, the traveler shall make use of the information provided by the Company and endeavor to understand the rights and obligations of the traveler and other details of the arranged tour contract.
3. In order to ensure the smooth receipt of the tour services described in the contract document after the commencement of the tour, if the traveler recognizes that the travel services are provided differently from those described in the contract document, the traveler shall promptly notify the Company, the Company's agent or the relevant tour service provider thereof at the tour site.

#### Chapter VIII Business Guarantee Deposit (in the case of a person who is not a guaranteed member of a travel agency association)

(Business security deposits)

Article 31 A traveler or a constituent who has concluded an arranged tour contract with the Company may receive reimbursement from the business security deposit deposited by the Company under Article 7, paragraph (1) of the Travel Agency Law with respect to claims arising out of such transactions.

2 The name and location of the depository to which the Company has deposited the business guarantee money are as follows (i) Name

(ii) Location

#### Chapter VIII Guarantee Deposit (in the case of a guaranteed member of a travel agency association)

(Deposit on reimbursement of claims)

Article 31	The Company is a general incorporated association	Association of Travel
	Agents (Tokyo, Japan)	Ward Town No. 1, Cho-cho
	The Company is a guaranteed member of the Travel Agents Association of Japan (Tokyo, Japan).	

(2) A traveler or a member of the group who has concluded an arranged tour contract with the Company may receive reimbursement for claims arising from the transaction from the guarantee fund deposited by the Travel Agents Association of Japan set forth in the preceding paragraph up to the amount of JPY1,000,000.

3 Since the Company has paid its share of the business guarantee deposit to the Travel Agents Association of Japan in accordance with Article 49, Paragraph 1 of the Travel Agency Act, the Company has not deposited

any business guarantee deposit in accordance with Article 7, Paragraph 1 of the same Act.

Appended Table 1 Cancellation Charges

(Re: Article 16, Paragraph (1))1 Cancellation

charge for domestic travel	division classification	cancellation cancellation fee
(i) An offer-type tour contract other than those listed in the following paragraphs		
(a) In the event of cancellation of the tour (the 10th day in the case of a one-day trip) counting back from the day before the starting date of the tour (excluding the cases listed in (b) through (e) above)	In the case of cancellation on or after the 20th day counting back from the day before the starting date of the tour (excluding the cases listed in (b) through (e) above)	Travel expenses Within 20
(b) In the event of cancellation on or after the seventh day counting back from the day before the tour start date (excluding the cases listed in (c) through (e))	cancellation on or after the seventh day counting back from the day before the tour start date (excluding the cases listed in (c) through (e))	Travel expenses Within 30
(c) In the event of cancellation on the day before the tour start date	cancellation on the day before the tour start date	Travel expenses
(d) In the event of cancellation on the day of the commencement of the tour (except for the cases listed in (e) above)	event of cancellation on the day of the commencement of the tour (except for the cases listed in (e) above)	40% or less of travel expenses
(e) In the event of cancellation or no-show after the commencement of the tour	cancellation or no-show after the commencement of the tour	Within 50% of travel expenses 10 0% Within
(ii) Offered tour contract using chartered vessels		In accordance with the provisions of the
(ii) Cancellation charge for overseas travel	district one percent (one-tenth of a wari)	cancellation charge for the vessel in fee
(i) An arranged tour contract using an aircraft at the time of departure from or return to a tour contract listed in the following paragraph (Ku).		question. Japan (except for The following is a summary of the results of the study.
(a) In the case of a trip whose starting date is during the peak season and the cancellation is made on or after the fortieth day counting back from the day before the starting date (excluding the cases listed in (b) through (d) above)	Remarks (1) The amount of the cancellation fee will be clearly indicated in the contract document. (2) The term "after the commencement of the trip" as used in the application of this schedule means the "after the commencement of the trip" as provided in Paragraph 3, Article 2 of the Special Regulations attached hereto.	Travel expenses Within 10
(b) In the event of cancellation on or after the 30th day counting back from the trip start date (excluding the cases listed in (c) and (d))	"after the commencement of the trip" as provided in Paragraph 3, Article 2 of the Special Regulations attached hereto.	Compensation Travel expenses
(c) In the event of cancellation on or after two days prior to the trip start date (except for the case set forth in (d) above)	(iii) "Time of commencement of the provision of services" means the time "from the provision of services is commenced.	expenses when 20% or less of
(d) In the event of cancellation or no-contact non-participation after the commencement of the trip		travel expenses Within 50% of travel expenses 10 0% Within
(ii) Charter aircraft tour contract	- 10 -	
(a) In the event of cancellation on or after the 90th day counting back from the day before the tour start date		tri ro us m (at p w ed on se aft ev nt

<p>(a) Cases in which the person who is to receive the payment is a resident (excluding the cases listed in (b) to (d) inclusive)</p> <p>(b) In the event of cancellation on or after the 30th day counting back from the day before the trip start date (excluding the cases listed in (c) and (d))</p> <p>C. In the event of cancellation on or after the 20th day counting back from the day before the tour start date (excluding the case set forth in (d) above)</p> <p>(d) Cancellation on or after the third day counting back from the day before the trip start date, or no-consecutive</p> <p>In case of non-participation</p>	<p>Within 20 Travel expenses Within 50% of travel expenses Within 80% of travel expenses 10 0% Within</p>
<p>(iii) An arranged tour contract using a ship at the time of departure from and return to Japan</p>	<p>In accordance with the provisions of the cancellation charge for the vessel in question. The following is a summary of the results of the study.</p>
<p>Note Peak period" means the period from December 20 to January 7, April 27 to May 6, and July 20 to August 31.</p>	
<p>Remarks (i) The amount of the cancellation fee will be clearly indicated in the contract document.</p> <p>(2) The term "after the commencement of the trip" as used in the application of this schedule means the "after the commencement of the trip" as provided in Paragraph 3, Article 2 of the Special Compensation Regulations attached hereto.</p> <p>(iii) "Time of commencement of the provision of services" means the time "from the time when the provision of services is commenced.</p>	

Appended Table 2 Compensation for Change (Re: Paragraph 1 of Article 29)

<p>Change requiring payment of compensation for change</p>	<p>Rate per case (%)</p>	
	<p>Before the trip starts</p>	<p>After the trip starts</p>

~ Change of the trip start date or trip end date stated in the contract document	1.5	3.0
(ii) Changes to the sightseeing spots or facilities (including restaurants) to be entered that are described in the contract document	1.10	2.0
(iii) Change in other destinations of the tour	1.10	2.0
(iii) Change to a lower class of transportation or facilities at a lower rate than that stated in the contract document (provided that the total charges for the class and facilities after the change are lower than those stated in the contract document).	1.10	2.0
(iv) Change in the type of transportation or the name of the transportation agency stated in the contract document	1.10	2.0
(v) Change to a flight to a different airport within Japan from the airport at which the tour starts or ends as specified in the contract document	1.10	2.0
(vi) Change from a direct flight to a connecting flight or a via flight between Japan and any place outside of Japan, as described in the contract document	1.10	2.0
(vii) Change in the type or name of the accommodation facilities described in the contract document	2.5	5.0
(viii) Changes in the type, facilities, scenery, or other room conditions of the accommodation facilities described in the contract document		
(ix) Any change listed in any of the preceding items that is not specified in the tour title of the Contract Document		
Changes in matters that had been		
Note 1: "Before the start of the tour" means the case where the traveler is notified of such change at least one day prior to the start of the tour.		

The term "after the commencement of the tour" means the case where the traveler is notified of such change on or after the day of commencement of the tour.

Note 2: In the event that a Confirmation Document has been issued, the term "Contract Document" shall be deemed to be replaced with "Confirmation Document" and this schedule shall apply. In this case, if there is any change between the contents of the Contract Document and the contents of the Confirmation Document or between the contents of the Confirmation Document and the contents of the tour services actually provided, each such change shall be treated as a single case.

Note 3: When the transportation pertaining to a change listed in item (iii) or (iv) involves the use of accommodations, it will be treated as one case per night.

Note 4: The change in the name of the company of the transportation service listed in item (iv) shall not apply when the change involves a change to a higher grade or higher equipment.

Note 5: Even if more than one change listed in item (iv) or (vii) or (viii) occurs within one boarding voyage or one overnight stay, it will be treated as one case per boarding voyage or one overnight stay.

Note 6: For changes listed in item (ix), the rates in items (i) through (viii) shall not apply, and the rates in item (ix) shall apply.

## Order-made tour contract

### Chapter I General Provisions

#### (Coverage)

Article 1 The contract for a tour of a planned tour to be ordered by the Company with a traveler (hereinafter referred to as "contract for a planned tour to be ordered by the Company") shall be governed by the provisions of these Conditions of Carriage. (hereinafter referred to as "the Company") shall be governed by the provisions of these General Terms and Conditions. Matters not provided for in these Conditions of Carriage shall be governed by laws and regulations or generally established customs.

(2) Notwithstanding the provisions of the preceding paragraph, if the Company has made a special agreement in writing that is not contrary to laws and regulations and not detrimental to the traveler, such special agreement shall prevail.

#### (Definition of terms)

Article 2. In these Conditions of Carriage, "order-made tour" means a tour for which the Company, at the request of the traveler, prepares and executes a tour plan specifying the destination and itinerary of the tour, the details of transportation or accommodation services to be provided to the traveler, and the amount of the t o u r fee to be paid by the traveler to the Company.

2 In these Conditions of Carriage, "domestic trip" means a trip within Japan only, and "overseas trip" means a trip other than a domestic trip.

3 "Telecommunication contract" in this Part means a contract with a credit card company (hereinafter referred to as "Alliance Company") with which Minebea has an alliance.

(2) The Company shall not make a contract with a cardholder of a credit card (including a credit card) of the Company. (2) The tour contract is a made-to-order package tour contract concluded with a cardholder of an affiliated company (hereinafter referred to as "Affiliated Company") by telephone, mail, facsimile, Internet or other means of communication, and the traveler agrees in advance to settle the claims or obligations of the Company to the traveler pertaining to the tour fee, etc. based on the made-to-order package tour contract, in accordance with the cardholder agreement of the Affiliated Company separately determined after the date when said claims or obligations are to be performed. (2) "Contract for a made-to-order package tour" means a made-to-order package tour contract with the contents that the traveler agrees in advance to the Company's settlement of claims or obligations pertaining to the tour charges, etc. based on the made-to-order package tour contract to the traveler in accordance with the terms and conditions of the credit card membership of the Alliance Company separately determined after the date on which said claims or obligations are to be performed and to pay the tour charges, etc. for said made-to-order package tour contract by the method prescribed in Article 12, paragraph 2, the second sentence of Article 16, paragraph 1 and Article 19, paragraph 2.

4 "Card Usage Date" as used in these Conditions of Carriage means the date on which the traveler or the Company is to perform payment or refund obligations for the tour fee, etc. based on the order-made tour contract.

#### (Contents of travel contract)

Article 3 Under a contract for a custom-designed tour, the Company shall arrange for and undertake to manage the itinerary so that the traveler may receive transportation, accommodation, and other services related to the tour (hereinafter referred to as "tour services") provided by transportation and accommodation agencies, etc., in accordance with the tour itinerary determined by the Company. The Company shall arrange and manage the itinerary so that the traveler may receive transportation, accommodation, and other services related to the tour (hereinafter referred to as "tour services") provided by transportation and accommodation

agencies, etc., in accordance with the itinerary specified by the Company.

(Arrangement Agent)

Article 4 In executing a contract for a custom-made tour, the Company may have another travel agency, a person engaged in making arrangements as a business operator, or other assistants act on behalf of the Company in whole or in part within or outside of Japan.

## Chapter II Conclusion of Contract

(Delivery of planning documents)

Article 5 When the Company receives a request from a traveler who intends to apply for a custom-made tour contract with the Company, the Company shall, except when it is necessary for the Company's business, prepare a document describing the details of the tour itinerary, contents of tour services, tour fee and other tour conditions prepared in accordance with the details of said request (hereinafter called "Planning Document (hereinafter referred to as the "Planning Document)"). The Company shall deliver a document (hereinafter referred to as the "Planning Document") describing the details of the tour itinerary, contents of tour services, tour price and other tour conditions prepared in accordance with the contents of said request.

2 The Company may clearly indicate the amount of the handling charge for planning (hereinafter referred to as "Planning Charge") as a breakdown of the tour fee in the Planning Document set forth in the preceding paragraph. The Company may clearly indicate the amount of the handling charge for planning (hereinafter referred to as "Planning Charge") as a breakdown of the tour fee in the Planning Document set forth in the preceding paragraph.



(Application for a contract)

Article 6 A traveler who wishes to apply for an order-made tour contract with the Company for the contents of the project described in the planning document of paragraph (1) of the preceding article shall fill in the prescribed matters on the application form prescribed by the Company (hereinafter referred to as the "Application Form") and submit it to the Company together with an application fee in an amount separately determined by the Company. The traveler shall fill in the prescribed items on the application form (hereinafter referred to as "application form") and submit it to the Company together with an application fee in the amount separately determined by the Company.

- 2 Notwithstanding the provisions of the preceding paragraph, a traveler who intends to apply for a correspondence contract with the Company with respect to the contents of the project described in the planning document of paragraph 1 of the preceding article must notify the Company of his/her membership number and other matters.
- (3) The application fee in Paragraph (1) shall be treated as a part of the tour fee (including the planning fee which is clearly indicated as a component thereof), cancellation fee, or penalty fee. The application fee set forth in Paragraph 1 shall be treated as a part of the tour fee (including the planning fee specified therein), cancellation fee, or penalty fee.
- 4 Travelers who require special consideration for participation in a custom-designed tour are requested to make such request at the time of application for a contract. In this case, the Company will comply with the request to the extent possible.
- 5 The cost of any special measures taken by the Company for the traveler based on the request in the preceding paragraph shall be borne by the traveler.

(Refusal to enter into a contract)

Article 7 The Company may refuse to conclude an order-made tour contract in the following cases (i)

When the Participant is likely to cause inconvenience to other travelers or interfere with the smooth implementation of group activities

- ii. (i) When the Company intends to conclude a correspondence contract and the traveler is unable to settle part or all of the obligations pertaining to the tour price, etc. in accordance with the credit card membership agreement of the Alliance Partner due to the invalidity of the credit card held by the traveler, etc.
- iii. When the traveler is recognized as a member of organized crime groups, a quasi-constituent of organized crime groups, a person related to organized crime groups, a company related to organized crime groups, or a general meeting house or other anti-social force.
- iv. (v) When the traveler engages in any violent or unreasonable demand, uses threatening language or violence in connection with transactions, or commits any other similar act against the Company.
- (v) (vii) When the traveler has spread false rumors, used deceptive means or force to damage the credit of the Company or obstruct the business of the Company, or has committed any other act equivalent thereto
- (vi) When there are other business reasons for the Company to do so.

(Time of conclusion of contract)

Article 8. A contract for a custom-made tour shall be concluded when the Company accepts the conclusion of the contract and accepts the application fee set forth in Article 6, paragraph (1).

- 2 Notwithstanding the provisions of the preceding paragraph, a correspondence contract shall be considered to be concluded when the Company's notice of acceptance of the conclusion of the contract reaches the traveler.

(Delivery of contract documents)

Article 9 Promptly after the conclusion of the contract stipulated in the preceding Article, the Company shall deliver to the traveler a document (hereinafter referred to as the "Contract Document") describing the

itinerary, contents of the tour services, tour fee and other tour conditions, and matters concerning the Company's responsibilities. The Company shall deliver to the traveler a document (hereinafter referred to as the "Contract Document") describing the itinerary, details of tour services, tour fee and other tour conditions, and matters concerning the Company's responsibilities.

- 2 In the event that the Company clearly indicates the amount of the tour planning fee in the tour planning document set forth in Article 5, paragraph (1), the Company shall clearly indicate such amount in the contract document set forth in the preceding paragraph.
3. The scope of tour services that we are obligated to arrange and manage the itinerary under the order-made tour contract shall be as described in the contract document in Paragraph 1.

(Definitive statement)

Article 10 If the contract document set forth in paragraph (1) of the preceding article is unable to state the confirmed itinerary and the names of transportation and accommodation facilities, the contract document shall list the names of the accommodation facilities to be used and the transportation facilities that are important for the tour plan in a limited manner, and shall not be less than one day before the date of commencement of the tour (or a day starting before the date of commencement of the tour) after the issuance of said contract document. The date of commencement of the tour shall be the first day prior to the date of commencement of the tour.

In the event that the application for the tour contract is made on or after the seventh day after the date on which the tour is scheduled to commence (hereinafter referred to as the "Date of Commencement"), the tour operator shall deliver a document stating such confirmed conditions (hereinafter referred to as the "Confirmed Document") by the date specified in the relevant contract document. The Company shall deliver a document stating the finalized conditions (hereinafter referred to as the "Finalized Document") by the date specified in the relevant contract document.

- 2 In the case of the preceding paragraph, if the Company receives an inquiry from a traveler who wishes to confirm the status of arrangements, the Company shall promptly and appropriately respond to such inquiry even before the delivery of the Confirmation Document.
- 3 In the event that the Company delivers the definitive tour document set forth in Paragraph 1, the scope of the tour services for which the Company is obligated to arrange and manage the itinerary pursuant to Paragraph 3 of the preceding Article shall be specified in the said definitive tour document.

(Methods using information and communication technology)

Article 11 The Company shall, with the prior consent of the traveler, deliver to the traveler a document describing the itinerary, contents of tour services, tour fee and other tour conditions and the Company's responsibilities when concluding an order-made tour contract, a contract document or a definitive document, in lieu of a planning document, a document describing the itinerary, contents of tour services, tour fee and other tour conditions and the Company's responsibilities, by using information communications technology. を利用する方法により当該書面に記載すべき事項（以下この条において「記載事項」といいます。）(2) When the Company has provided the information to be described in the relevant document (hereinafter referred to as the "Matters to be Stated" in this Article) by means of information and communication technology in lieu of delivering the document containing the matters to be described in the relevant document, the Company shall confirm that the Matters to be described have been recorded in a file in the communication equipment used by the traveler.

- (2) In the case of the preceding paragraph, if the telecommunications equipment used by the traveler is not equipped with a file for recording the matters stated, the Company shall record the matters stated in a file provided in the telecommunications equipment used by the Company (limited to a file exclusively for the use of the said traveler), and confirm that the traveler has read the matters stated therein. に記載事項を記録し、旅行者が記載事項を閲覧したことを確認します。

(Trip fee)

Article 12 The traveler shall pay to the Company the tour fee in the amount stated in the contract document by the date stated in the contract document prior to the commencement date of the tour.

- 2 When a correspondence contract is concluded, the Company will accept payment of the tour fee for the amount stated in the contract document without the traveler's signature on the prescribed slip by a credit card issued by a partner company. The date of use of the card shall be the date of conclusion of the travel contract.

### Chapter III Modification of Contracts

(Change of contract)

Article 13 The traveler shall inform the Company of the contents of the tour itinerary, tour service details and other details of the order-made tour contract.

(hereinafter referred to as the "Agreement"). The Company may request the traveler to change the contents of the contract (hereinafter referred to as the "Contract"). In such a case, the Company will comply with the traveler's request to the greatest extent possible.

2. In the event of natural disasters, war, riot, suspension of transportation or accommodation services, orders by government authorities, provision of transportation services not in accordance with the original operation

plan, or other reasons beyond the Company's control, if the Company has no choice but to make changes in order to ensure the safe and smooth implementation of the tour, it will promptly inform the traveler in advance of the reasons for such unforeseen circumstances and the causal relationship between such circumstances and the tour. The Company may change the contents of the contract by explaining to the traveler in advance the reasons for such unforeseeable circumstances and the causal relationship between such reasons and the Company. However, in the case of an emergency and when it is unavoidable, an explanation will be provided after the change is made.

(Change in the amount of the tour fee)

第十四条 受注型企画旅行を実施するに当たり利用する運送機関について適用を受ける運賃・料金（以下この条において「適用運賃・料金」といいます。） In the event that the applicable fares and charges (hereinafter referred to as "Applicable Fares and Charges" in this Article) for the transportation facilities used for the implementation of the Bespoke Tours are increased or decreased by an amount substantially exceeding that which would normally be expected due to significant changes in economic conditions, etc., compared to the Applicable Fares and Charges that are publicly announced as valid at the time when the tour planning document for the Bespoke Tours is clearly indicated, the Company shall, within the amount of such increase or decrease In such cases, the Company may increase or decrease the amount of the tour fee to the extent of such increase or decrease.

(2) When the Company increases the trip fee pursuant to the preceding paragraph, the Company shall increase the trip fee by the amount calculated from the day before the trip start date to the day after the trip start date.

The traveler shall be so notified prior to the fifteenth (15th) day of the month following the day on which the tour is scheduled to begin.

- 3 When the applicable fares and charges are reduced as provided in paragraph (1), the Company shall reduce the tour fee by the amount of such reduction as provided in the same paragraph.
- (4) In the event that a change in the contract pursuant to the preceding Article causes a decrease or increase in the expenses required for the implementation of the tour (including cancellation fees, penalty fees and other expenses already paid or to be paid for the tour services not provided due to such change in the contract), the Company shall, in accordance with the provisions of the preceding Article, pay the amount of such decrease or increase to the Participant. (except when the increase in expenses is due to a shortage of seats, rooms or other facilities of the transportation/accommodation agency, etc., even though the transportation/accommodation agency, etc., is providing the relevant travel services). ), the amount of the tour fee may be changed to the extent of such increase or decrease at the time of such change in the contract.
5. In the event that the Company has stated in the contract document that the tour fee varies depending on the number of persons using transportation and accommodation facilities, etc., the Company may change the amount of the tour fee as stated in the contract document if the number of persons using such facilities changes due to reasons not attributable to the Company after the conclusion of the contract for a custom-made tour.

(Alternation of travelers)

Article 15 A traveler who has concluded an order-made tour contract with the Company may assign his/her contractual position to a third party with the Company's consent.

- (2) When a traveler wishes to request the Company's approval as provided in the preceding paragraph, he/she shall fill in the prescribed items on a form prescribed by the Company and submit it to the Company together with the prescribed fee in the prescribed amount.
- 3 The assignment of the contractual status in Paragraph 1 shall take effect upon approval by the Company, and the third party who has assigned the travel contractual status shall thereafter succeed to all rights and obligations of the traveler with respect to said order-made tour contract.

## Chapter IV Cancellation of Contract

(Traveller's right to cancel)

Article 16 The traveler may cancel the order-made tour contract at any time by paying the cancellation fee specified in Appended Table 1 to the Company. In the case of cancellation of a correspondence contract, the Company shall accept payment of the cancellation charge without the traveler's signature on the prescribed slip by credit card of the Partner Company.

- 2 Notwithstanding the provisions of the preceding paragraph, the traveler may cancel the order-made tour contract without paying a cancellation fee prior to the commencement of the tour in the following cases
- ~ When the contract has been changed by the Company. However, such change shall be limited to those listed in the upper column of Appended Table 2 or other important changes.
- (ii) when the tour fee has been increased pursuant to the provisions of Article 14 paragraph (1)
- iii. In the event of a natural disaster, war, riot, suspension of provision of travel services by transportation or accommodation agencies, order by government authorities, or any other cause that makes or is extremely likely to make it impossible for the tour to be conducted safely and smoothly
- (iv) when the Company has failed to deliver the confirmed document to the traveler by the date set forth in Article 10 paragraph (1)
- (v) In the event that the Company is unable to \_\_\_\_\_ When it becomes impossible for the Company to implement the tour in accordance with the tour itinerary described in the contract document due to reasons attributable to the Company
- (3) Notwithstanding the provisions of paragraph (1), if, after the commencement of the tour, the traveler is

unable to receive the tour services described in the contract document due to reasons not attributable to the traveler, or if the Company has so informed the traveler, the traveler may cancel the contract for the portion of the tour services that the traveler is unable to receive without paying a cancellation fee. Cancellation of the contract for the portion of the tour services which the Participant is unable to receive without paying a cancellation fee

The following is a list of the most common types of products that can be used in the market.

4 In the case of the preceding paragraph, the Company shall refund to the Participant the amount of the tour fee pertaining to the portion of the tour services that the Participant is no longer able to receive. However, if the case in the preceding paragraph is not due to reasons attributable to the Company, the Company shall refund to the traveler the amount of the tour fee minus the amount pertaining to cancellation fees, penalty fees and other expenses already paid or to be paid for the said tour services.

(Our right of cancellation, etc. - Cancellation before the start of the tour)

Article 17 In the following cases, the Company may cancel the order-made tour contract prior to the start of the tour by explaining the reason to the traveler.

~. (i) when the traveler is deemed to be unable to bear the said trip due to illness, absence of necessary caregivers or other reasons; or ii. When it is found that the traveler is likely to cause inconvenience to other travelers or interfere with the smooth implementation of the group tour.

When.

(iii) When the traveler requests a burden exceeding a reasonable range with regard to the contents of the contract.

iv. When there is an extreme risk that the necessary snowfall and other conditions for the tour such as the amount of snowfall for the purpose of skiing, which were specified at the time of conclusion of the contract, will not be fulfilled.

(v) In the event of any of the following events In the event of natural disaster, war, riot, suspension of provision of travel services by transportation or accommodation facilities, order by government authorities, or other reasons beyond the Company's control that make it impossible or highly likely that the safe and smooth performance of the tour in accordance with the itinerary described in the contract document will be impossible.

vi. When a correspondence contract has been concluded and the credit card held by the traveler becomes invalid, etc., and the traveler is unable to settle all or part of the obligations pertaining to the tour price, etc., in accordance with the credit card membership agreement of the Alliance Partner.

(vii) When it is found that the traveler falls under any of items (iii) through (v) of Article 7.

2 If the traveler fails to pay the tour fee by the date specified in the contract document under Article 12 paragraph (1), the traveler shall be deemed to have cancelled the order-made tour contract on the day following said date. In this case, the traveler must pay to the Company a penalty fee equivalent to the cancellation fee stipulated in paragraph 1 of the preceding Article.

(Our right of cancellation - Cancellation after the commencement of the trip)

Article 18 In any of the following cases, the Company may cancel a part of the contract for a tour in the following cases, even after the commencement of the tour, by explaining the reason to the traveler.

~. The traveler is unable to continue the trip due to illness, absence of necessary caregivers or other reasons.

ii. (iii) When the traveler violates the instructions of the Company given by tour guides or other persons for the safe and smooth implementation of the tour, or disturbs the discipline of group activities by assaulting or threatening such persons or other accompanying travelers, thereby preventing the safe and smooth implementation of said tour.

(iii) When it is found that the traveler falls under any of items (iii) through (v) of Article 7.

(iv) In the event of In the event of natural disaster, war, riot, suspension of travel services provided by transportation or accommodation facilities, order by government authorities or other reasons beyond the Company's control that make it impossible to continue the tour.

2 If the Company cancels the order-made tour contract pursuant to the preceding paragraph, the contractual relationship between the Company and the traveler will be extinguished only for the future. In this case, the Company's obligation concerning the tour services already provided to the traveler shall be deemed to have been effectively repaid.

In the case of the preceding paragraph, the Company shall refund to the traveler the portion of the tour fee pertaining to the tour services that the traveler has not yet received minus the amount pertaining to cancellation fees, penalty fees and other expenses already paid or to be paid for said tour services. The amount of the refund shall be the amount pertaining to the portion of the travel services not provided.

(Refund of trip fee)

Article 19 In the event that the tour fee is reduced pursuant to the provisions of Article 14 paragraphs (3) through (5) or the preceding three Articles, the Company shall not be liable for any loss or damage arising from such reduction.



In the event that the order-made tour contract is cancelled pursuant to the provisions of the contract, if the amount to be refunded to the traveler arises, the amount shall be refunded within 7 days from the day following the cancellation in the case of refund due to cancellation before the start of the tour, or within 30 days from the day following the end of the tour as stated in the contract document in the case of refund due to reduction in the price or cancellation after the start of the tour. In the case of a refund due to a reduction or a cancellation after the start of the tour, the amount shall be refunded to the traveler within 30 days from the day following the date of termination of the tour as stated in the contract document.

2 In the event that the Company has concluded a correspondence contract with a traveler and the trip fee has been reduced pursuant to the provisions of Article 14 paragraphs (3) through (5) or the correspondence contract has been cancelled pursuant to the provisions of the preceding three articles, if there is any amount to be refunded to the traveler, the Company shall, in accordance with the card member agreement of the partner company In such cases, the Company shall refund the relevant amount to the traveler. In this case, we shall notify the traveler of the amount to be refunded within 7 days from the day following the cancellation in the case of refund due to cancellation before the start of the tour, or within 30 days from the day following the end of the tour as stated in the contract document in the case of refund due to reduction or cancellation after the start of the tour. The date of such notice to the traveler shall be the date of use of the credit card.

3 The provisions of the preceding two paragraphs shall not preclude the traveler or the Company from exercising the right to claim damages pursuant to the provisions of Article 28 or Article 31 paragraph (1).

(Arrangement for return after cancellation of contract)

Article 20 When the Company cancels a made-to-order package tour contract after the commencement of the tour pursuant to the provisions of Article 18 paragraph (1) item (i) or (iv), the Company shall, at the request of the traveler, undertake to arrange travel services necessary for the traveler to return to the place of departure of said tour.

2 In the case of the preceding paragraph, the traveler shall bear all expenses required for the trip to return to the place of departure.

## Chapter V Groups and Group Contracts

(Groups and group contracts)

Article 21 (1) The Company shall apply the provisions of this Chapter to the conclusion of a contract for a tour in which two or more travelers who are traveling on the same itinerary at the same time apply by appointing a responsible representative (hereinafter referred to as the "Responsible Party"). The Company shall apply the provisions of this Chapter to the conclusion of a contract for a special tour for which two or more persons traveling on the same itinerary at the same time apply by appointing their responsible representatives (hereinafter referred to as "Responsible Parties").

(Contracting Officer)

Article 22 Except in cases where a special agreement has been concluded, the Company shall deem that the person responsible for the contract has the authority to act as an agent for all travelers comprising the group/group (hereinafter referred to as "Constituents") in connection with the conclusion of a contract for a tour of a made-to-order tour. The Company shall deem that the person responsible for the contract has the authority to act as an agent for the group or group of travelers (hereinafter referred to as "Constituents") and shall conduct all transactions related to travel services for such group or group and the services set forth in Article 26, Paragraph 1 with such person responsible for the contract, unless special agreements have been concluded.

2 The person responsible for the contract must submit a list of constituents to the Company by the date determined by the Company.

3 The Company shall not be liable for any debt or obligation that the Contracting Officer now owes or may be expected to owe to the Constituents in the future.

4 In the event that the person responsible for the contract does not accompany the group/group, the Company shall deem a member of the group/group appointed by the person responsible for the contract in advance to be the person responsible for the contract after the commencement of the tour.

(Special provision for formation of contract)

Article 23 When concluding an order-made tour contract with a person responsible for the contract, the Company may, notwithstanding the provisions of Article 6 paragraph (1), accept the conclusion of an order-made tour contract without receiving payment of the application fee.

2 In the event that the Company concludes an order-made tour contract without receiving the application fee pursuant to the preceding paragraph, the Company shall deliver a document stating to that effect to the person responsible for the contract, and the order-made tour contract shall be concluded at the time when the Company delivers said document.

## Chapter VI Itinerary Management

(Itinerary Management)

Article 24 The Company shall endeavor to ensure safe and smooth travel for the traveler and shall perform the following services for the traveler. However, this shall not apply in cases where the Company has concluded a special agreement with the traveler to the contrary.

~. When it is recognized that there is a possibility that the traveler may not be able to receive tour services during the tour, necessary measures shall be taken to ensure that the traveler will be provided with tour services in accordance with the order-made tour contract.

(ii) If, in spite of the measures set forth in the preceding item, the contents of the contract must be changed, alternative services shall be arranged. In this case, when changing the itinerary, the travel agency shall endeavor to make the changed itinerary conform to the purpose of the original itinerary, and when changing the contents of the travel service, the travel agency shall endeavor to make the changed service similar to the original service, etc., so as to minimize the changes in the contents of the contract. (2) The tour operator shall make every effort to minimize changes in the contents of the contract.

(Our instructions)

Article 25 When acting in a group from the start of the tour to the end of the tour, the traveler shall follow the instructions of the Company for the safe and smooth implementation of the tour.

(Duties of attendants, etc.)

Article 26 The Company may, depending on the contents of the tour, have tour guides or other persons accompany the tour to perform all or part of the services listed in each item of Article 24 and other services deemed necessary by the Company incidental to said order-made excursion.

2 (2) As a general rule, the hours for attendants and other persons to engage in the work set forth in the preceding paragraph shall be from 8:00 a.m. to 20:00 p.m.

(Protective measures)

Article 27 When the Company recognizes that a traveler on a tour is in need of protection due to illness, injury, etc., the Company may take necessary measures. In such cases, if such measures are not due to reasons attributable to the Company, the expenses required for such measures shall be borne by the traveler, and the traveler shall pay such expenses by the method designated by the Company by the date designated by the Company.

## Chapter VII Responsibility

(Our responsibility)

Article 28 If, in executing a contract for a made-to-order package tour, the Company or a person on whose behalf the Company has made arrangements pursuant to the provisions of Article 4 (hereinafter referred to as "Arrangement Agent") has caused damage to the traveler, the Company shall be liable to compensate for such damage. (hereinafter referred to as the "arranger") has intentionally or negligently caused damage to the traveler, the Company shall be liable to compensate the traveler for such damage. However, the Company shall be held liable to compensate for the damage only when the Company is notified of such damage within two (2) years from the day following the date of occurrence of such damage.

2 In the event that a traveler suffers damages due to a natural disaster, war, riot, suspension of travel services provided by transportation or accommodation agencies, etc., orders by government authorities, or other reasons beyond the control of the Company or its agents, the Company shall not be liable to compensate for such damages, except in the case of the preceding paragraph.

3 Notwithstanding the provisions of paragraph (1) of this Article, the Company shall not be liable for Damage

to Baggage of up to 150,000 yen per Traveler (except in the case of willful misconduct or gross negligence on the part of the Company), provided that the Company is notified of such Damage within 14 days in the case of domestic trips and within 21 days in the case of overseas trips, starting from the day following the occurrence of such Damage. (except in the case of willful misconduct or gross negligence on the part of the Company). The Company will compensate for damages up to 150,000 yen per traveler (except in the case of willful misconduct or gross negligence by the Company).

(Special compensation)

Article 29 Regardless of whether or not the Company's liability under paragraph (1) of the preceding Article arises, the Company shall, pursuant to the Special Compensation Regulations attached hereto, pay the traveler compensation and visitation money in pre-determined amounts for certain damages to his/her life, body or baggage suffered by the traveler while participating in the order-made tour.

2 (2) In the event that the Company is liable for the damages set forth in the preceding paragraph pursuant to the provisions of paragraph (1) of the preceding Article, the compensation set forth in the preceding paragraph to be paid by the Company shall be deemed to be the compensation for such damages to the extent of the amount of damages to be paid based on such liability.

3 (2) In the case prescribed in the preceding paragraph, the Company's obligation to pay compensation pursuant to the provisions of paragraph (1) of this Article shall not apply to any compensation for damages (including compensation deemed to be compensation for damages pursuant to the provisions of the preceding paragraph) payable by the Company pursuant to the provisions of paragraph (1) of the preceding Article.

(2) The amount of the fee shall be reduced by an amount equal to the amount of the The amount of the reduction shall be an amount equal to the amount of the

4 The tour for which a separate tour fee is charged and which is conducted by the Company for travelers who are currently participating in an order-made tour shall be handled as part of the contents of the order-made tour contract.

(Guaranteed Itineraries)

Article 30 The Company shall not be liable for any material change to the contract listed in the upper column of Appended Table 2 (except for a change listed in any of the following items (except for a change caused by shortage of seats, rooms or other facilities of a transportation or accommodation facility even though the transportation or accommodation facility is providing such services). (excluding the case in which the tour fee is not refundable). In the event that the Company is unable to pay the compensation for a change in the tour fee, the Company will pay the compensation for a change in the tour fee multiplied by the rate shown in the lower column of the above table within 30 days from the day following the date of termination of the tour. However, this shall not apply if it is clear that the Company is liable for the said change in accordance with the provisions of Article 28 paragraph (1).

~ Changes due to any of the following reasons: a.

Natural disaster

Second Sino-Japanese War (1937-1945)

C riot

(d) Orders of public offices

e. (f) Cancellation of travel services provided by transportation or accommodation agencies, etc.

Provision of transportation services not in accordance with the original operation plan

(g) Measures necessary to ensure the life or physical safety of the trip participants

(ii) (iii) Changes pertaining to the portion which has been changed when a contract for a tour package tour has been changed pursuant to the provisions of Article 13 paragraph (1) and the portion which has been cancelled when a contract for a tour package tour has been cancelled pursuant to the provisions of Articles 16 to 18 inclusive

2 The maximum amount of compensation for a change to be paid by the Company shall be the amount obtained by multiplying the trip price by the rate determined by the Company, which is 15% or more of the trip price for a custom-made tour for one traveler. If the amount of the compensation for change payable to one traveler per order-made tour is less than 1,000 yen, the Company shall not pay compensation for change.

3 If, after the Company has paid compensation for a change pursuant to the provisions of paragraph (1), it becomes clear that the Company is liable for the said change pursuant to the provisions of Article 28, paragraph (1), the traveler must return to the Company the compensation for the change pertaining to the said change. In this case, the Company shall pay the remaining amount after offsetting the amount of compensation for damages to be paid by the Company pursuant to the provisions of the same paragraph with the amount of compensation for the change to be returned by the traveler.

(Traveler's responsibility)

Article 31 If the Company suffers any damage due to the intentional or negligent act of a traveler, said traveler shall compensate the Company for such damage.

2 When concluding an order-made tour contract, the traveler shall make use of the information provided by the Company and endeavor to understand the rights and obligations of the traveler and other details of the order-made tour contract.

3 The traveler shall, after the commencement of the tour, make sure that the traveler receives the tour services described in the contract document in a smooth manner, in the unlikely event that the traveler is unable to receive the services.

If the Participant recognizes that the travel service differs from the contract document, the Participant shall promptly inform the Company, the Company's agent or the relevant travel service provider to that effect at the place of travel.

Chapter VIII Business Guarantee Deposit (in the case of a person who is not a guaranteed member of a travel agency association)

(Business security deposits)

Article 32 A traveler or a constituent who has concluded an order-made tour contract with the Company may receive reimbursement from the business security deposit deposited by the Company under Article 7, paragraph (1) of the Travel Agency Law with respect to claims arising from such transactions.

2 The name and location of the depositary to which the Company has deposited the business guarantee money are as follows (i) Name

(ii) Location

Chapter VIII Guarantee Deposit (in the case of a guaranteed member of a travel agency association)

(Deposit on reimbursement of claims)

Article 32.      The Company is a general incorporated association                                      Association of Travel  
Agents (Tokyo, Japan)                                      Ward                                      Town                                      Cho-cho

The Company is a guaranteed member of the Travel Agents Association of Japan (Tokyo, Japan).

(2) A traveler or a member of the group who has concluded an order-made tour contract with the Company may receive reimbursement for claims arising from such transactions from the guarantee fund deposited by the Travel Agents Association of Japan as specified in the preceding paragraph up to the amount of JPY1,000,000.

3 Since the Company has paid its share of the business guarantee deposit to the Travel Agents Association of Japan in accordance with Article 49, Paragraph 1 of the Travel Agency Act, the Company has not deposited any business guarantee deposit in accordance with Article 7, Paragraph 1 of the same Act.

Appended Table 1 Cancellation Charges

(Re: Article 16, Paragraph (1))1 Cancellation

division classification charge for domestic travel	cancellation cancellation fee
(i) Contracts for order-made tour packages other than those described in the following paragraph	
<p>(a) Cases other than those listed in (b) through (f) (b) through (f) (limited to cases where the Company has clearly indicated the amount of the project fee in the Contract Document)</p> <p>(b) In the case of cancellation on or after the 20th day (the 10th day in the case of a one-day trip) counting back from the day before the starting date of the tour (excluding the cases listed in (c) to (f) above)</p> <p>(c) In the event of cancellation on or after the seventh day counting back from the day before the tour start date (excluding the cases listed in (d) through (f))</p> <p>(d) In the event of cancellation on the day before the trip start date</p> <p>(e) In the event of cancellation on the day of commencement of the tour</p> <p>In the event of cancellation on the day of the commencement of the tour (except in the case of (f) above) (f) In the event of cancellation or no-show after the commencement of the tour</p>	<p>Amount equivalent to the planning fee</p> <p>Travel expenses Within 20</p> <p>Travel expenses Within 30</p> <p>Travel expenses</p> <p>40% or less of travel expenses Within 50% of travel expenses 10 0% Within</p>
(ii) Cancellation charge for overseas travel:	In accordance
(i) Contract for a custom-made excursion using a chartered vessel	with the provisions of the fee
division classification	cancellation provisions of the fee
(i) An order-made tour contract (except for a tour contract listed in the following paragraph) aircraft at the time of departure from or return to Japan (Ku).	cancellation charge for the vessel in
<p>(a) Cases other than those listed in (b) through (d) In the case other than those listed in (b) through (d) (limited to the case where the Company has clearly indicated the amount of the project fee in the Contract Document)</p>	<p>question. Amount The following is equivalent to a summary of the planning fee the results of the study.</p>
<p>(b) In the event of cancellation on or after the 30th day counting back from the day before the trip start date (excluding the cases listed in (c) and (d))</p> <p>(2) The term "after the commencement of the trip" as used in the application of this schedule means the "after the commencement of the trip" as provided in Paragraph 3, Article 2 of the Special Regulations attached hereto.</p> <p>(c) In the (iii) event of cancellation on or after two days prior to the tour start date (except for the cases listed in (d) above) the provision of services is commenced.</p>	<p>Travel expenses</p> <p>Within 20</p> <p>Travel expenses</p> <p>Within 50</p>



(d) In the event of cancellation or no-contact no-show after the commencement of the tour	Travel expenses 10.0% Within
(ii) Contracts for order-made excursions using chartered aircraft	
(a) Cases other than those listed in (b) through (e) In the case other than those listed in (b) through (e) (limited to the case where the Company has clearly indicated the amount of the project fee in the Contract Document)	Amount equivalent to the planning fee
b. In the event of cancellation on or after the 90th day counting back from the day before the tour start date (excluding the cases listed in (c) through (e) above)	Travel expenses Within 20
C. In the event of cancellation on or after the 30th day counting back from the day before the tour start date (excluding the cases listed in (d) and (e) above)	Travel expenses Within 50
(d) In the event of cancellation on or after the 20th day before the start of the tour In the event of cancellation on or after the 20th day counting back from the day before the trip start date (excluding the case set forth in (e) above)	Travel expenses Within 80
(e) In the event of cancellation or no-show In the event of cancellation or no-show on or after the third day before the tour start date	Travel expenses 10.0% Within
(iii) Contracts for order-made tour packages using a ship at the time of departure from and return to Japan	In accordance with the provisions of the cancellation charge for the vessel in question. The following is a summary of the results of the study.
<p>Remarks (i) The amount of the cancellation fee will be clearly indicated in the contract document.</p> <p>(2) The term "after the commencement of the trip" as used in the application of this schedule means the "after the commencement of the trip" as provided in Article 2, Paragraph 3 of the Special Compensation Regulations attached hereto.</p> <p>(iii) "Time of commencement of the provision of services" means the time "from the time when the provision of services is commenced.</p>	

Appended Table 2 Compensation for Change (Re: Paragraph 1 of Article 30)

Change requiring payment of compensation for change	Rate per case (%)	
	Before the trip starts	After the trip starts
~ Change of the trip start date or trip end date stated in the contract document	1.5	3.0
(ii) Changes to the sightseeing spots or facilities (including restaurants) to be entered that are described in the contract document	1.10	2.0
(iii) Change in other destinations of the tour	1.10	2.0
(iii) Change to a lower class of transportation or facilities at a lower rate than that stated in the contract document (provided that the total charges for the class and facilities after the change are lower than those stated in the contract document).	1.10	2.0
(iv) Change in the type of transportation or the name of the transportation agency stated in the contract document	1.10	2.0
(v) Change to a flight to a different airport within Japan from the airport at which the tour starts or ends as specified in the contract document	1.10	2.0
(vi) connecting direct flights between Japan and any place outside of Japan, as described in the contract document or change to a via flight	1.10	2.0
(vii) Change in the type or name of the accommodation facilities described in the contract document	1.10	2.0
(viii) The type of rooms, facilities, scenery, and other guest amenities of the accommodation facilities described in the contract document	1.10	2.0
Change of room conditions		
<p>Note 1: "Before the start of the tour" means the case where the traveler is notified of such change at least one day prior to the start of the tour.</p> <p>The term "after the commencement of the tour" means the case where the traveler is notified of such change on or after the day of commencement of the tour.</p> <p>Note 2: In the event that a Confirmation Document has been issued, the term "Contract Document" shall be deemed to be replaced with "Confirmation Document" and this schedule shall apply. In this case, if there is any change between the contents of the Contract Document and the contents of the Confirmation Document or between the contents of the Confirmation Document and the contents of the tour services actually provided, each such change shall be treated as a single case.</p> <p>Note 3: When the transportation pertaining to a change listed in item (iii) or (iv) involves the use of accommodations, it will be treated as one case per night.</p> <p>Note 4: The change in the name of the company of the transportation service listed in item (iv) shall not apply when the change involves a change to a higher grade or higher equipment.</p> <p>Note 5: Even if more than one change listed in item (iv) or (vii) or (viii) occurs within one boarding voyage or one overnight stay, it will be treated as one case per boarding voyage or one overnight stay.</p>		

separate sheet

## Special Compensation Rules

### Chapter I Payment of Compensation, etc.

(Our responsibility for payment)

Article 1 In the event that a traveler participating in a tour organized by the Company suffers bodily injury due to a sudden and accidental external accident (hereinafter referred to as "Accident") while participating in such tour, the Company shall pay compensation for death to the traveler or his/her legal heir (hereinafter referred to as "Compensation Payment") in accordance with the provisions of this Chapter through Chapter IV. The Company shall, in accordance with the provisions of this Chapter through Chapter IV, pay compensation for death, compensation for permanent disability, hospitalization visit and outpatient visit (hereinafter referred to as "compensation, etc.") to the traveler or his/her legal heirs when he/she suffers bodily injury due to a sudden and accidental external accident (hereinafter referred to as "accident") while participating in the tour organized by the Company. (hereinafter referred to as "compensation, etc.") shall be paid to the traveler or his/her legal heirs.

2. Injury set forth in the preceding paragraph includes poisoning symptoms (excluding poisoning symptoms resulting from continuous inhalation, absorption or ingestion) caused by accidental and temporary inhalation, absorption or ingestion of toxic gas or toxic substances from outside the body. (excluding poisoning symptoms resulting from continuous inhalation, absorption, or ingestion). However, bacterial food poisoning is not included.

(Definition of terms)

Article 2. In these Regulations, the term "organized tour" means those specified in Paragraph 1 of Article 2 of the Standard Travel Agency Contracts and Paragraph 1 of Article 2 of the Order-Order Type Organized Tour Contracts.

2. In these rules, "during participation in a planned tour" means the period from the time when the traveler begins to receive the first transportation and accommodation services provided by the transportation and accommodation agencies, etc. specified in the itinerary of the planned tour, which are provided by the tickets, etc. that the Company has already arranged for the purpose of the traveler's participation in the planned tour, to the time when the traveler completes the last transportation and accommodation services provided by such agencies, etc. The period from the time when the traveler begins to receive the first transportation/accommodation service to the time when the traveler completes the last transportation/accommodation service. However, in the event that the traveler leaves the predetermined itinerary of the tour, if the traveler has notified the Company in advance of the scheduled date and time of leaving and returning, the period from the time of leaving until the scheduled return shall be "during participation in the tour"; and if the traveler leaves without notifying the Company in advance of the scheduled date and time of leaving and returning, or if the traveler returns after the scheduled return, the period from the time of leaving and returning shall be "during the tour". In the event that the traveler leaves the tour without notifying the Company in advance of the scheduled departure and return date and time, or leaves the tour without making a scheduled return, the traveler shall not be considered to be "participating in a planned tour" from the time of departure until the time of return or from the time of departure until the time of return. In addition, if the itinerary of the tour includes a day on which the traveler does not receive any transportation or accommodation services arranged by the Company (according to the standard time of the travel destination), the traveler shall not be considered to be "participating in a planned tour" during or after such day of withdrawal. In addition, in the event that the contract document clearly indicates that the traveler will not receive any compensation or

compensation for damages incurred by the traveler as a result of an accident that occurred on a day when the traveler is not provided with any transportation, accommodation, or other services arranged by the Company (according to the standard time of the travel destination), such day will not be considered as "during participation in a planned tour".

3 The "time of commencement of provision of services" in the preceding paragraph means any of the following times.

~ (ii) When a tour conductor, employee or agent of the Company conducts the reception, the reception shall be completed at the time of the completion of the reception. (iii) In the event that the reception desk set forth in the preceding item is not established, the first transportation/accommodation agency, etc,

(a) If the aircraft is an aircraft, upon completion of baggage inspection, etc. at the airport premises where only passengers are allowed to enter. b. If the aircraft is a ship, upon completion of boarding procedures. If the aircraft is a vessel, upon completion of boarding procedures

(c) If the train is a railroad, at the end of the ticket gate or at the time of boarding the train if there is no ticket gate If the train is a vehicle, at the time of boarding

(e) If it is an accommodation facility, at the time of admission to such facility

~ In the case of a facility other than an accommodation facility, it shall be at the end of the procedure for use of the facility.

4 The "time of completion of the provision of services" in paragraph (2) means any of the following times (i)

When a tour operator, employee or agent of Peach announces the dissolution of the tour, the time of such announcement

(ii) In the event that the notice of dissolution set forth in the preceding item is not given, the last transportation, accommodation, etc,

- (a) If the aircraft is an aircraft, at the time of disembarkation from the premises of the airfield to which only passengers are admitted; b If the aircraft is a vessel, at the time of disembarkation
- (c) If the train is a railroad, at the end of the ticket gate or when there is no ticket gate, at the time of disembarkation of the train concerned (d) If the train is a vehicle, at the time of disembarkation
- (e) If it is an accommodation facility, at the time of leaving the facility
- ~ If the facility is other than an accommodation facility, it shall be at the time of exit from the facility.

## Chapter II Cases of Non-Payment of Compensation, etc.

(Cases in which compensation, etc. is not paid - No. 1)

- Article 3 The Company shall not pay compensation, etc. for injuries caused by any of the following events
- ~ Intentional act of the traveler. However, this shall not apply to injury sustained by any person other than said traveler. ii. Willful intent on the part of the person who is to receive compensation for death. However, if such person is a partial beneficiary of the death compensation, This does not apply to amounts to be received by other parties.
  - (iii) Suicidal, criminal or combative acts of the traveler. However, this shall not apply to injuries sustained by persons other than said traveler.
  - (iv) Accident caused while the traveler is operating a motor vehicle or motorized bicycle without the legally required driving license or while intoxicated and likely to be incapable of normal driving. However, this shall not apply to injury sustained by a person other than the said traveler.
  - (v) Accident caused while the traveler intentionally commits an act in violation of any law or ordinance, or receives any service in violation of any law or ordinance. However, this shall not apply to any damage suffered by any person other than said Traveler.
  - vi. Brain disease, illness or insanity of the traveler. However, this shall not apply to injury sustained by a person other than said traveler.
  - (vii) Pregnancy, childbirth, premature delivery, miscarriage, or surgical or other medical treatment of the traveler. However, this shall not apply in the case of treatment of injury for which compensation is payable by the Company.
  - (viii) Accidents occurring during the execution of a sentence or detention or imprisonment of a traveler
  - (ix) War, use of force by a foreign power, revolution, seizure of power, civil war, armed rebellion, or other similar events or riot (for the purpose of this Code, a situation in which peace is seriously disturbed in the whole or a part of the country due to the actions of a crowd or a large number of persons in a group, and is recognized as a serious situation for maintaining security).
  - (x) Nuclear fuel material (including spent fuel) (x) Nuclear fuel material (including spent fuel; the same shall apply hereinafter) (x) Accident caused by radioactive, explosive or other harmful properties of nuclear fuel material (including spent fuel) or material contaminated by nuclear fuel material (including atomic fission products), or by any of these properties. (x) Accidents caused by the radioactive, explosive or other harmful properties of nuclear fuel materials (including spent fuel) or materials contaminated by nuclear fuel materials (including atomic fission products), or by these properties
  - (xi) (xii) accidents arising in connection with the events set forth in the preceding two items or accidents arising from the disorder caused thereby (xii) Irradiation or radioactive contamination other than those set forth in item (x)
- 2 (1) SBI will not pay compensation, etc. for neck syndrome (so-called "whiplash") or back pain with no other symptoms, regardless of the cause.

(Cases in which compensation, etc. is not paid - No. 2)

Article 4. In the case of a planned tour for the purpose of domestic travel, the Company shall not pay compensation, etc. for injury caused by any of the following events, in addition to the provisions of the preceding Article

~~ Earthquake, eruption or tsunami

(ii) Accidents arising in connection with the events set forth in the preceding item or accidents arising from the disorder resulting from such events.

(Cases in which compensation, etc. is not paid - No. 3)

Article 5 The Company shall not pay compensation, etc. for injuries listed in the following items, unless the acts listed in each item are included in the itinerary of the planned tour which the Company has fixed in advance. However, if the acts set forth in each item are included in the tour itinerary, the Company shall also pay compensation, etc. for injuries caused by the same acts while participating in the tour outside of the tour itinerary.

~ Injury caused while the traveler is engaged in the exercise specified in Annex I

- ii. (i) The traveler is engaged in competition, race, entertainment (including practice in either case) or trial driving (meaning driving or piloting for the purpose of performance test) with a motor vehicle, motorized bicycle or motorboat. (iii) Injury caused while the traveler is engaged in competition, race, entertainment (including practice in either case) or trial driving (meaning driving or piloting for the purpose of performance test) of a motor vehicle, motorized bicycle or motorboat. (2) Injury arising out of or in connection with the use of a motor vehicle or motorized bicycle. However, if the injury is caused while the traveler is on the road using a motor vehicle or motorized bicycle, compensation will be paid even if the injury is not included in the itinerary of the planned trip.
- (iii) Injury arising out of the traveler's pilotage of an aircraft (whether scheduled or unscheduled) operated by an air carrier over a regularly scheduled route (iii) Injury arising out of or in connection with the operation by the traveler of any aircraft other than those operated by an air carrier (whether scheduled or unscheduled)

(Cases in which compensation, etc. is not paid - No. 4)

Article 5-2 The Company may not pay compensation, etc. if the traveler or a person who is to receive compensation for death falls under any of the following items. However, if such person is the recipient of a part of the death compensation, this shall not apply to the amount of money which is to be received by other persons.

- ~ To be recognized as a member of a crime syndicate, a member of a crime syndicate, a quasi-constituent of a crime syndicate, a company affiliated with a crime syndicate or other antisocial force (hereinafter referred to as "antisocial force"). (iii) The applicant is recognized as falling under the category of "Anti-Social Forces".
- (ii) Being recognized as being involved in providing funds, etc., or offering favors, etc., to Anti-Social Forces.
- (iii) Being recognized as making unjust use of antisocial forces.
- (iv) The applicant is recognized as having a socially reprehensible relationship with other antisocial forces.

### Chapter III Types and Amounts of Compensation, etc. to be Paid

(Payment of death compensation)

Article 6 In the event that a traveler suffers an injury as provided for in Article 1 and dies as a direct result thereof within 180 days from the date of the accident, the Company shall pay 25,000,000 yen per traveler for a tour designed for overseas travel and 15,000,000 yen (hereinafter referred to as "Compensation Amount") for a tour designed for domestic travel to the legal heir of the traveler as compensation for death. (2) The Company shall pay compensation for death of the traveler to the legal heirs of the traveler. However, if any compensation for residual disability has already been paid for the said traveler, the remaining amount after deducting the amount already paid from the compensation amount shall be paid.

(Payment of compensation for residual disability)

Article 7. In the event that a traveler suffers an injury as provided in Article 1 and, as a direct result thereof, suffers a permanent disability (which means a serious impairment of a function or loss of a part of the body which remains in the body and cannot be recovered in the future, and which occurs after the injury which caused it has been cured; the same shall apply hereinafter) within 180 days from the date of the

accident, the Company shall not be liable for any loss or damage arising from the injury. The same shall apply hereinafter.) In the event of a permanent disability (which means a serious functional disability or a partial disability that cannot be recovered in the future as a result of the accident, and which occurs after the injury that caused it is cured; the same shall apply hereinafter), the amount of compensation multiplied by the percentage listed in each item of Appended Table 2 shall be paid to the traveler per person.

- 2 Notwithstanding the provision of the preceding paragraph, if the traveler is still in need of medical treatment for more than 180 days from the date of the accident, the Company will pay compensation for residual disability based on the doctor's diagnosis as of the 181st day after the date of the accident.
- 3 For disabilities not listed in each item of Annexed Table 2, the amount of compensation for permanent disability shall be determined in accordance with the degree of disability and in accordance with the classification in each item of Annexed Table 2, regardless of the occupation, age, social status, etc. of the traveler.



However, compensation for permanent disability will not be paid for disabilities that do not lead to the functional disabilities listed in 1(3), 1(4), 2(3), 4(4), and 5(2) of Appended Table 2.

4 In the event that more than one type of disability is caused by the same accident, Sompo Japan shall apply the preceding three paragraphs to each of such disabilities and pay the total amount of such disabilities. However, in the event of a permanent disability of the upper limb (arms and hands) or lower limb (legs and feet) as provided for in 7, 8 and 9 of Schedule 2, the amount of compensation for each limb shall be limited to 60% of the compensation amount.

5 The amount of compensation for subsequent disability to be paid by the Company pursuant to each of the preceding paragraphs shall be limited to the amount of compensation for one traveler per planned trip.

(Payment of hospitalization compensation)

Article 8 If a traveler suffers an injury as set forth in Article 1 and, as a direct result thereof, becomes unable to engage in his/her usual work or lead a normal life, and is hospitalized (which means, in cases where medical treatment by a physician is necessary, to enter a hospital or clinic and devote himself/herself to treatment under the constant supervision of a physician because it is difficult to receive treatment at home, etc.), the Company shall not be liable for any damage caused by such injury. The same shall apply hereinafter in this Article. The same shall apply hereinafter in this Article). In the event that the patient is hospitalized (hereinafter referred to as "hospitalized"), the number of days of hospitalization (hereinafter referred to as "hospitalization days") shall be calculated in accordance with the following classification. In the event that the traveler is hospitalized (hereinafter referred to as "hospitalized days"), the Company will pay hospitalization benefits to the traveler for the number of such days (hereinafter referred to as "hospitalization days") in the following categories

~ In the case of a planned tour for the purpose of overseas travel

(a) When the injured person has suffered an injury resulting in hospitalization for 180 days or more	(b) In case of injury resulting in hospitalization of 90 days or more but less than 180 days	200,000 yen	(c) In case of injury resulting in hospitalization for not less than 7 days but less than 90 days	100,000 yen	(d) In case of injury resulting in hospitalization for less than 7 days	40,000 yen
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(ii) In the case of a planned tour for the purpose of domestic travel

(a) In the event of an injury resulting in hospitalization for 180 days or more	(b) In case of injury resulting in hospitalization for not less than 90 days but less than 180 days:	200,000 yen	(c) In case of injury resulting in hospitalization for not less than 7 days but less than 90 days:	200,000 yen	(c) In case of injury resulting in hospitalization for not less than 7 days but less than 90 days	50,000 yen	(d) In case of injury resulting in hospitalization for less than 7 days	20,000 yen
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2 Even if the traveler is not hospitalized, if he/she falls under any of the items in Appended Table 3 and is treated by a physician, the period during which he/she is in such condition shall be deemed as days of hospitalization for the purpose of applying the provisions of the preceding paragraph.

3 In the event that the Company is required to pay a hospitalization visit and compensation for death or

hospitalization visit and compensation for permanent disability for one traveler, the Company shall pay the total amount of such hospitalization visit and compensation for death or hospitalization visit and compensation for permanent disability for one traveler.

(Payment of hospital visit relief money)

Article 9. In the event that a traveler suffers an injury set forth in Article 1 and, as a direct result thereof, is prevented from engaging in his/her usual duties or from leading a normal life, and is required to go to a hospital or clinic to receive treatment from a physician (including house calls), the Company shall not be liable for any loss or damage arising out of or in connection with the injury or damage. The same shall apply hereinafter in this Article. The same shall apply hereinafter in this Article.) (2) In the event that the number of days (hereinafter referred to as "the number of days of hospital visits") of hospital visits (including house calls) is 3 days or more. In the event that the traveler is hospitalized (including house calls) for a period of three (3) days or more, the Company shall pay the hospitalization benefit to the traveler for said number of days in accordance with the following classification.

~January 1, 2012 For planned trips for the purpose of overseas travel

(a) When the insured has suffered an injury resulting in hospitalization for 90 days or more 100,000 yen

(b) When the insured has suffered an injury resulting in hospital attendance for not less than 7 days but less than 90 days 50,000 yen (c) When the claimant suffers an injury that entails a hospital stay of three days or more but less than seven days 20,000 yen

(ii) In the case of a planned tour for the purpose of domestic travel

1st When the insured has suffered an injury that results in 50,000 Yen in a hospital stay of 90 days or more.

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2nd When the insured has suffered an injury that results in 25,000 yen in a hospital stay of not less than seven days and not more than ninety days.

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When the insured suffers an injury that results in a hospital stay of more than three days but less than seven days.

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2 Even if the traveler does not go to the hospital, if the Company recognizes that the traveler has been wearing a cast, etc. at all times in accordance with the doctor's instructions to immobilize the injured part of the body, such as a broken bone, and as a result has been seriously disturbed in his/her normal work or normal life, the period during which he/she remains in such condition shall be deemed as the number of days of hospital visits in applying the provisions of the preceding paragraph. The Company shall deem the period of such condition to be the number of days of hospital visits for purposes of the preceding paragraph.

3 The Company will not pay hospital visit relief for hospital visits after the injury has healed to the extent that it does not interfere with the normal performance of work or normal living.

4 In no event shall SOFTBANK TELECOM will pay hospital visit relief for a hospital visit after 180 days from the date of the accident.

In the event that the Company is required to pay a combination of hospital visit visit and death compensation or hospital visit and permanent disability compensation for one traveler, the Company shall pay the total amount of such payments.

(Special provision regarding payment of hospitalization and outpatient visits)

Article 10 Notwithstanding the provisions of the preceding two Articles, in the event that the number of days of hospitalization and the number of days of hospital visit for one traveler exceeds one day each, Peach shall pay only the larger of the following compensation (in the event of equal compensation, the compensation listed in item (i) shall be paid)

~ Hospitalization benefits payable by the Company for the number of days of such hospitalization

(ii) The number of days of the hospital visit (excluding those during the period for which the Company is to pay hospitalization benefits) plus the number of days of the hospitalization shall be deemed to be the number of days of the hospital visit. (i) the number of days of hospitalization plus the number of days of outpatient hospitalization shall be deemed to be the number of days of outpatient hospitalization, and the Company shall pay the hospital visit benefit payable for said number of days; and

(Estimation of death)

Article 11 If the traveler has not been found after 30 days have elapsed since the aircraft or vessel in which the traveler is a passenger went missing or was in distress, the traveler shall be presumed to have died as a result of the injury under Article 1 on the date on which the aircraft or vessel went missing or was in distress.

(Effect of other disability or disease)

Article 12 If the injury under Article 1 becomes serious due to the effects of a disability or illness that already existed when the traveler suffered the injury under Article 1, or due to the effects of an injury or illness that occurred after the injury under Article 1, unrelated to the accident that caused the injury, the amount equivalent to that which would have been payable if the injury had not been caused by such disability or illness shall be determined and paid. The amount of the payment shall be determined and paid in accordance with the amount that would have been determined and paid had there been no such effect.

#### Chapter IV Occurrence of Accidents and Procedures for Claiming Compensation, etc.

(Request for Explanation, etc. Concerning Degree of Injury, etc.)

Article 13 When the traveler has suffered an injury as described in Article 1, the Company may request the traveler or the person who is to receive compensation for death to explain the extent of the injury, the outline of the accident that caused the injury, etc., or may request medical treatment of the traveler's body or examination of the dead body. In such cases, the traveler or the person who is to receive compensation for death shall cooperate with such request.

(2) When a traveler or a person who is to receive compensation for death suffers an injury as provided in Article 1 due to an event beyond the Company's knowledge, he/she shall report to the Company the extent of the injury and the outline of the accident that caused the injury within thirty (30) days of the date of such

accident.

(3) When a traveler or a person who is to receive compensation for death violates the provisions of the preceding two paragraphs without justifiable reason recognized by the Company, or when a traveler or a person who is to receive compensation for death fails to state a fact known to the Company or misrepresents a fact in his/her explanation or report, the Company will not pay compensation, etc.

(Claims for compensation, etc.)

Article 14 When a traveler or a person who is to receive compensation for death wishes to receive payment of compensation, etc., he/she shall notify the Company of the following

(i) The passenger shall submit to the Company a claim form for compensation, etc. prescribed by the Company and the following documents I. In the case of a claim for compensation for death

- a. A copy of the traveler's family register and a copy of the family register and seal registration certificate of the legal heirs (b) A certificate of accident from a public institution (or a third party, if unavoidable)

(c) Death certificate or autopsy report of the traveler (ii) In the case of a claim for compensation for residual disability

- (b) Certificate of seal impression of the traveler
- (b) A certificate of accident from a public institution (or a third party, if unavoidable) (c) Medical certificate from a physician certifying the degree of residual disability

(iii) For claims for hospitalization compensation

- (a) Accident certificate from a public institution (or a third party if unavoidable) b Medical certificate from a physician certifying the extent of the injury

(c) (iv) Documents certifying the number of days of hospitalization or hospital visits from the hospital or clinic In the case of a claim for hospital visit condolence payment

- (a) Accident certificate from a public institution (or a third party if unavoidable) b Medical certificate from a physician certifying the extent of the injury

(c) Documents certifying the number of days of hospitalization or hospital visits from the hospital or clinic

2 MMC may require the submission of documents other than those mentioned in the preceding paragraph, or may permit the omission of some of the documents mentioned in the preceding paragraph.

3 If the traveler or the person who is to receive compensation for death violates the provisions of Paragraph 1, or if the traveler or the person who is to receive compensation for death fails to state a fact known to the Company or misrepresents information in the documents submitted, the Company shall not pay compensation, etc.

(Subrogation)

Article 15. Even if the Company pays compensation, etc., the right to claim damages held by the traveler or his/her heir against a third party for injuries sustained by the traveler shall not be transferred to the Company.

## Chapter V Compensation for Damage to Personal Effects

(Our responsibility for payment)

Article 16 When a traveler participating in a tour organized by the Company suffers damage to his/her personal belongings (hereinafter referred to as "Compensable Damages") due to an accident that occurs during his/her participation in the tour, the Company shall pay compensation for damage to such personal belongings (hereinafter referred to as "Compensable Damages") in accordance with the provisions of this Chapter. (hereinafter referred to as "Compensation for Damage") shall be paid in accordance with the provisions of this Chapter. The Company will pay compensation for damage to personal belongings ("Compensation for Damage") in accordance with the provisions of this Chapter.

(Cases in which compensation for damages is not paid - Part I)

Article 17. The Company shall not pay compensation for damages caused by any of the following events (i)

- (i) Willful misconduct of the traveler. However, this shall not apply to damages incurred by a person other than

the said traveler. (ii) Willful act by a relative who shares the same household as the traveler. However, this shall not apply to the case where the purpose was not to make the traveler receive the compensation for damages.

This does not apply in the case of

- (iii) Suicidal, criminal or combative acts of the traveler. However, this shall not apply to damages incurred by persons other than said traveler.
- (iv) Accident caused while the traveler is operating a motor vehicle or motorized bicycle without the driving qualification required by law or while intoxicated and likely to be incapable of normal driving. However, this shall not apply to damage incurred by a person other than the said traveler.

(v) Accident caused while the traveler intentionally commits an act in violation of any law or ordinance, or receives any service in violation of any law or ordinance. However, this shall not apply to any damage suffered by any person other than said Traveler.

vi. Exercise of public authority by the State or a public entity, such as seizure, requisition, confiscation, destruction, etc. However, this shall not apply in cases where such action is taken as necessary for fire-fighting or evacuation.

(vii) (viii) Defect of the article covered by the indemnity. (viii) Defects in the compensable articles; provided, however, that this shall not apply to defects which the traveler or a person in charge of the compensable articles on his/her behalf could not have discovered even if he/she had exercised due care.

VIII. (ix) damage to the mere appearance of the indemnified item, such as natural wear and tear, rust, mildew, discoloration, rat-eating, insect-eating, etc., which does not interfere with the function of the indemnified item

(x) Spillage of liquid that is a covered article. However, this does not apply to damage to other compensable items as a result of such spillage.

(xi) Lost or misplaced articles covered by the indemnity

(xii) the grounds listed in Article 3, paragraph (1), items (ix) to (xii) inclusive

2 In the case of a planned tour for the purpose of domestic travel, in addition to the preceding paragraph, the Company shall not pay compensation for damages caused by any of the following events

~~ Earthquake, eruption or tsunami

(ii) Accidents arising in connection with the events set forth in the preceding item or accidents arising from the disorder resulting from such events.

(Cases in which compensation for damages is not paid - No. 2)

Article 17-2 The Company may not pay compensation for damages if the traveler falls under any of the following items

~ (1) Being recognized as an antisocial force.

(ii) (iii) The Company is recognized as being involved in providing funds, etc. or benefits, etc. to antisocial forces. (iii) Being recognized as making unjust use of antisocial forces.

(iv) In the case of a juridical person, it is recognized that antisocial forces control the juridical person or are substantially involved in the management of the juridical person.

(v) The applicant is recognized as having a socially reprehensible relationship with other antisocial forces.

(Products covered and scope of coverage)

Article 18 The articles covered by the indemnity shall be limited to the personal belongings of the traveler that he/she carries while participating in the planned tour.

2 Notwithstanding the provisions of the preceding paragraph, the following items are not included in the compensable goods (i) Cash, checks and other securities, stamps, postage stamps, and other similar items

(ii) Credit cards, coupons, airline tickets, passports, and other similar items

(iii) Manuscripts, designs, drawings, account books, and other similar items (including items recorded on magnetic tapes, magnetic disks, CD-ROMs, optical disks, and other recording media that can be directly processed by information equipment (computers and peripheral equipment such as terminal equipment thereof)).

(iv) Ships (including yachts, motorboats and boats) and motor vehicles, motorized bicycles and their accessories

(v) Mountain climbing tools, expedition tools, and other similar items

(vi) Dentures, artificial limbs, contact lenses and other similar



items vii. Animals and plants

(viii) Other items designated in advance by the Company

(Amount of damages and compensation for damages paid)

Article 19 The amount of damages for which compensation shall be paid by the Company (hereinafter referred to as the "Amount of Damages") shall be the total amount of damages caused by the loss or damage. The amount of damages (hereinafter referred to as the "Amount of Damages") shall be the amount of compensation for the damages caused by

The value of the indemnified item at the place and time of the occurrence of the Damage or the value of the indemnified item necessary to restore the item to the condition immediately before the occurrence of the Damage. The amount shall be determined based on the lower of the total amount of the cost of repair and maintenance and the cost of the third paragraph of the following Article.

(2) When the amount of damage to a single piece or a pair of compensable articles exceeds 100,000 yen, the Company shall deem the amount of damage to be 100,000 yen and apply the provisions of the preceding paragraph.

3. The amount of compensation for damages to be paid by the Company shall be limited to 150,000 yen per planned tour for one traveler. However, if the amount of damages does not exceed 3,000 yen per accident per traveler, the Company shall not pay compensation for damages.

(Prevention of damage, etc.)

Article 20 When the traveler becomes aware of the occurrence of the damage stipulated in Article 16 with respect to the compensable articles, the traveler shall perform the following

~ To strive to prevent and mitigate damage.

ii. Notify the Company without delay of the extent of the damage, an outline of the accident that caused the damage, and whether or not the traveler has an insurance policy for the goods covered by the indemnity for which the traveler has suffered damage.

(iii) If the traveler is entitled to receive compensation for damage from another person, he/she shall take the necessary procedures for exercising such right.

(2) If the traveler violates item (i) of the preceding paragraph without justifiable reason, the Company shall deem the amount of damage to be the amount remaining after deducting the amount that could have been prevented or mitigated, and if the traveler violates item (ii) of the same paragraph, the Company shall not pay compensation for damage, and if the traveler violates item (iii) of the same paragraph, the Company shall deem the amount remaining after deducting the amount that could have been received by the exercise of any rights to be acquired. In the event of a violation of item (ii) of the same paragraph, no compensation for damages shall be paid, and in the event of a violation of item (iii) of the same paragraph, the amount remaining after deducting the amount that could have been received by exercising the rights to be acquired shall be deemed the amount of damages.

3. Nissan Shatai will pay the following expenses.

~ Expenses incurred for the prevention and mitigation of damage as provided in paragraph (1) item (i), which are deemed necessary or beneficial by the Company

(ii) Expenses necessary for the procedures prescribed in paragraph (1), item (iii)

(Claim for compensation for damages)

Article 21 When a traveler wishes to receive payment of compensation for damages, he/she shall submit to the Company a claim form for compensation for damages and the following documents as prescribed by the Company.

~ A certificate of accident from the police department or a third party that should be substituted for the police department (ii) Documents certifying the extent of damage to the goods covered by the indemnity

(iii) Other documents required by the Company

(2) When the traveler violates the provisions of the preceding paragraph, or intentionally misrepresents, falsifies or alters the documents submitted by the traveler (the same shall apply when a third party is responsible for the falsification or alteration), the Company shall not pay compensation for damages. (2) In

the event that a traveler violates the preceding paragraph or intentionally misrepresents, falsifies, or alters the documents submitted by the traveler (including the case where a third party has done so), the Company shall not pay compensation for damages.

(if there is an insurance policy)

Article 22. In the event that there is an insurance policy that pays compensation for damages under Article 16, SBI may reduce the amount of compensation for damages payable by SBI.

(Subrogation)

Article 23 In the event that a traveler has a claim against a third party for damages for which compensation for damages is payable by the Company, such right to claim damages shall be transferred to the Company within the limit of the amount of compensation for damages paid by the Company to the traveler.

Appended Table 1 (Re: Article 5, Item 1)

Mountaineering (using mountaineering equipment such as ice axes, crampons, ropes, hammers, etc.)			
Luge Bobsleigh	Skydiving	Hang gliding	Ultra-light
powered aircraft (motor hang gliders, microlight aircraft, ultralight aircraft, etc.)			Gyroplane
boarding and other similar dangerous activities			

Appended Table 2 (Re: Article 7, paragraphs 1, 3 and 4)

~ Eye Disorders	
(i) When both eyes have become blind.	100
(ii) When one eye has become blind.	60%.
(iii) When the corrected visual acuity of one eye has decreased to 0.6 or less.	5%.
(iv) Visual field stenosis in one eye (meaning a case in which the angle of the normal visual field is 60% or less of the total angle of the normal visual field). and	5%.
When it became.	80%.
Impairment of the second ear	30%.
(i) When a person has completely lost the hearing in both ears.	5%.
(ii) When a person has completely lost the hearing in one ear.	20%.
(3) (ii) When the hearing in one ear is not sufficient to understand normal speech at a distance of 50 centimeters or more. (iii) Nasal obstruction	100
(iii) When the patient is left with significant impairment of the function of the nose. (iv) Impairment of mastication or speech	35%.
(i) When the patient has completely lost the functions of mastication or speech.	15%.
(ii) When the patient is left with serious impairment in the functions of speech or language.	5%.
(iii) When the patient is left with impairment in the functions of mastication or speech.	15%.
(iv) When five or more teeth are missing.	
(v) External appearance (meaning the face, head and neck) Disfigurement of the	
(i) (ii) when the person is left with a serious disfigurement in his/her external appearance.	
(ii) Disfigurement of the external appearance (on the face, a scar of 2 cm in diameter and 3 cm in length)	
(A linear scar of about 1.5 to 2.0 mm in diameter.) (2) When the person who has been injured leaves a	
Disorders of the six spinal columns	
(i) (2) When the patient is left with a significant deformity or significant movement disorder of the spinal column.	40%.

- (ii) When the patient is left with a movement disorder in the spinal column. 30%.
- (Three.) <sup>one's domicile</sup> When deformities are left in the spinal column. 15%.
- 7. Arm (meaning the wrist joint and above) (2) Leg (meaning the ankle joint and above) Disabilities of the legs (meaning the ankle joints and above) 60%.
- (i) if he/she has lost one arm or one leg; or (ii) if he/she has lost one arm or one leg. 50%.
- (ii) When the patient has completely lost the functions of two or three of the three major joints of an arm or a leg. 35%.
- (iii) When the function of one of the three major joints of an arm or a leg has been completely abolished. 5%.
- (iv) When a person is left with impairment in the functions of one arm or one leg.

Disorders of the eight fingers	
(i) When the mother finger of one hand is lost above the finger joint (interphalangeal joint).	20%.
(ii) When the patient is left with serious impairment in the function of the mother finger of one hand.	15%.
(iii) When one finger other than the mother's finger is lost above the second finger joint (distal interphalangeal joint).	8%.
(iv) When the patient is left with significant impairment in the function of one finger other than the mother's finger.	5%.
Nine Toe Disorders	10% (of the total)
(i) When the first toe of one foot is lost above the interphalangeal joint.	8%.
(ii) When the patient is left with serious impairment in the function of the first toe of one foot.	5%.
(iii) When one toe other than the first toe is lost at the second interphalangeal joint (distal interphalangeal joint) or above.	3% (of the total)
(iv) When the patient is left with significant impairment in the function of one toe other than the first toe.	100
(x) Cases in which the person is unable to provide for his/her own use for the rest of his/her life due to a serious physical disability.	
ann The term "above" in the provisions of items (vii), (viii) and (ix) shall mean the portion closer to the otat heart than the joint concerned.	
ion	

Appended Table 3 (Re: Article 8, paragraph 2)

~ Corrected visual acuity in both eyes must be less than 0.06. (ii) (iii) The person has lost the functions of speech or language.

Loss of hearing in three ears.

iv. Loss of function of all joints above the wrist joints of both upper limbs. (v) Loss of function of one lower limb.

(vi) Physical freedom is mainly limited to feeding, washing, and other daily activities due to the impairment of the thorax and abdominal organs.

(vii) Physical freedom is mainly limited to activities of daily living such as eating, washing, etc. due to a nervous system or mental disorder.

(viii) The patient's physical freedom is mainly limited to daily activities such as eating, washing, etc., due to complications of disabilities in the above-mentioned areas.

(Note) The term "above" in the provision of item (iv) refers to the portion closer to the heart than the joint concerned.

# Arrangement Travel Contracts

## Chapter I General Provisions

### (Coverage)

Article 1. The arranged tour contract to be concluded by and between the Company and the traveler shall be in accordance with the provisions of these General Terms and Conditions. Matters not provided for in these Conditions of Carriage shall be governed by laws and regulations or generally established customs.

2 (2) If the Company enters into a special agreement in writing that is not contrary to laws and regulations and is not detrimental to the traveler, such special agreement shall prevail notwithstanding the provisions of the preceding paragraph.

### (Definition of terms)

Article 2 The term "arranged tour contract" as used in these Conditions of Carriage means a contract under which the Company, at the request of the traveler, undertakes to arrange for the traveler to receive transportation, accommodation and other services related to the tour (hereinafter referred to as "tour services") provided by a transportation or accommodation agency, etc. by acting as agent, intermediary or agency for the traveler. The term "travel arrangement contract" means a contract in which the Company undertakes to arrange for the traveler to receive transportation, accommodation, and other travel-related services (hereinafter referred to as "travel services") provided by a transportation and accommodation agency, etc. by acting as an agent, mediator, or agency for the traveler.

2 "Domestic Trip" as used in these Conditions of Carriage shall mean a trip within Japan only, and "Overseas Trip" shall mean a trip other than a domestic trip.

3. "Trip Charges" as used in these Conditions of Carriage shall mean expenses paid by the Company to transportation and accommodation agencies, etc., such as fares and accommodation charges, and the Company's prescribed trip handling charges (excluding change processing charges and cancellation processing charges), for arranging the tour services. The term "tour fee" as used in this Article 3 shall mean the fees paid by the Company to transportation and accommodation agencies, etc. for arranging tour services, as well as the Company's prescribed travel service handling fees (excluding change procedure fees and cancellation procedure fees).

4. The term "correspondence contract" as used in this Part means a contract with a credit card company with which Minebea has an alliance (hereinafter referred to as the "Alliance Partner").

(2) The Company shall not make any claim or obligation to a traveler based on an arranged tour contract. (hereinafter referred to as "the Company"), which is an arranged tour contract concluded upon application by telephone, mail, facsimile, Internet or other means of communication with a cardholder of the Company (hereinafter referred to as "the Cardholder"), and which provides that the traveler agrees in advance that the claims or obligations pertaining to the tour fee, etc. under the arranged tour contract to be held by the Company against the traveler will be settled after the date on which said claims or obligations are to be performed in accordance with the cardholder agreement of the Alliance Company separately prescribed. 会社のカード会員規約に従って決済することについて、旅行者があらかじめ承諾し、かつ旅行代金等を第十六条第二項又は第五項に定める方法により支払うことを内容とする手配旅行契約をいいます。

5 "Card Usage Date" as used in these Conditions of Carriage means the date on which the traveler or the Company is to perform payment or refund obligations for the tour fee, etc. under the arranged tour contract.

### (Termination of Arrangement Obligations)

Article 3. When the Company has arranged travel services with the care of a good manager, the performance of the Company's obligations under the arranged tour contract shall be terminated. Therefore, even if the Company is unable to conclude a contract with a transportation or accommodation agency, etc. to

provide travel services due to reasons such as full capacity, absence from work, inappropriate conditions, etc., when the Company has fulfilled its obligations, the traveler shall pay to the Company the travel service handling charge (hereinafter referred to as "handling charge") prescribed by the Company. In this case, the traveler must pay the Company the prescribed travel service handling charge (hereinafter referred to as "Handling Charge"). In the case of concluding a correspondence contract, the date of card usage shall be the date when our company notifies the traveler that we were unable to conclude a contract with a transportation or accommodation agency, etc. to provide travel services.

(Arrangement Agent)

Article 4. In executing an arranged tour contract, the Company may have other travel agencies, persons engaged in making arrangements as their business, or other assistants, in Japan or outside of Japan, make all or part of the arrangements on its behalf.

## Chapter II Formation of Contract

(Application for a contract)

Article 5 A traveler who wishes to conclude an arranged tour contract with the Company shall fill in the prescribed items on the application form prescribed by the Company,



(2) The reservation must be submitted to the Company together with an application fee in an amount separately determined by the Company.

2 Notwithstanding the provisions of the preceding paragraph, a traveler who intends to conclude a correspondence contract with the Company must notify the Company of his/her membership number and the details of the travel service he/she is requesting.

3 The application fee under Paragraph 1 shall be handled as part of the tour fee, cancellation fee and other monies payable by the traveler to the Company.

(Refusal to enter into a contract)

Article 6 The Company may refuse to conclude an arranged tour contract in the following cases

~ (2) When the Participant intends to conclude a correspondence contract and the credit card held by the Participant is invalid or the like, and the Participant is unable to settle all or part of the obligations pertaining to the tour price, etc. in accordance with the credit card membership terms and conditions of the Alliance Partner.

ii. When the traveler is recognized as a member of organized crime groups, a quasi-constituent of organized crime groups, a person related to organized crime groups, a company related to organized crime groups, or a general meeting house or other anti-social force.

iii. When the traveler has made a violent or unreasonable demand, used threatening language or violence in connection with a transaction, or committed any other similar act against the Company

iv. (iii) When the traveler has spread false rumors, used deceptive means or force to damage the credibility of the Company or obstruct the business of the Company, or has committed any other similar act.

(v) When there are other business reasons for the Company to do so.

(Time of conclusion of contract)

Article 7. The arranged tour contract shall become effective upon the Company's acceptance of the conclusion of the contract and receipt of the application fee as set forth in Article 5, paragraph (1).

2 Notwithstanding the provisions of the preceding paragraph, a correspondence contract shall be considered to be concluded when the notice of acceptance of the application set forth in Article 5, paragraph (2) reaches the traveler.

(Special provision for formation of contract)

Article 8. Notwithstanding the provisions of Article 5 paragraph (1), the Company may, by a special written agreement, conclude an arranged tour contract only by accepting the conclusion of the contract without receiving payment of the application fee.

2 In the case of the preceding paragraph, the time of conclusion of the arranged tour contract shall be clarified in the document set forth in the preceding paragraph.

(Special provisions for boarding and lodging tickets, etc.)

Article 9 Notwithstanding the provisions of Article 5 paragraph (1) and paragraph (1) of the preceding Article, the Company may accept an oral application for an arranged tour contract solely for the purpose of arranging transportation or accommodation services for which a document indicating the right to receive said tour services in exchange for the tour fee is delivered. The Company may accept an oral application.

2 In the case of the preceding paragraph, the arranged tour contract shall be concluded at the time when the Company accepts the conclusion of the contract.

(Contract Document)

Article 10. Promptly after the conclusion of the arranged tour contract, the Company shall deliver to the traveler a document (hereinafter referred to as the "Contract Document") describing the tour itinerary, details of tour services, tour fee and other tour conditions, and the Company's responsibilities. The Company shall deliver to the traveler a document (hereinafter referred to as the "Contract Document") describing the itinerary,

contents of tour services, tour fee and other tour conditions and the Company's responsibilities. However, when the Company delivers a document indicating the right to receive tickets, accommodation tickets, and other travel services for all the travel services that the Company arranges, the Company may not deliver such a contract document.

- 2 (2) In the event that the Company delivers the contract document set forth in the main clause of the preceding paragraph, the scope of tour services that the Company is obligated to arrange under the arranged tour contract shall be as set forth in said contract document.

(Methods using information and communication technology)

Article 11 The Company shall, with the prior consent of the traveler, deliver to the traveler a document or contract document describing the itinerary, contents of travel services, tour fee and other travel conditions and the Company's responsibilities to the traveler when concluding an arranged tour contract, in lieu of delivering such document or contract document, by means of information and communication technology. Matters to be described in the document

(2) When the traveler has been provided with the information described in paragraph (1) (hereinafter in this Article referred to as the "Matters to be Described") When the Company has provided the information described in the preceding paragraph (hereinafter in this Article referred to as the "Matters Described"), the Company shall confirm that the Matters Described have been recorded in the file provided in the telecommunication equipment used by the traveler.

(2) In the case of the preceding paragraph, if the telecommunications equipment used by the traveler is not equipped with a file for recording the matters stated, the Company shall record the matters stated in a file provided in the telecommunications equipment used by the Company (limited to a file exclusively for the use of the said traveler), and confirm that the traveler has read the matters stated therein. に記載事項を記録し、旅行者が記載事項を閲覧したことを確認します。

### Chapter III Modification and Cancellation of Contract

(Change of contract)

Article 12 The traveler may request the Company to change the itinerary, contents of tour services or other contents of the arranged tour contract. In this case, the Company shall comply with the traveler's request to the greatest extent possible.

2 In the event that the contents of the arranged tour contract are changed at the request of the traveler under the preceding paragraph, the traveler shall not only bear the cancellation fee, penalty fee and other expenses required for the change of arrangements to be paid to the transportation and accommodation agency, etc. when cancelling the arrangements already completed, but shall also pay to the Company the change procedure fee prescribed by the Company. Any increase or decrease in the tour fee resulting from such change in the contents of the arranged tour contract shall belong to the traveler.

(Voluntary cancellation by traveler)

Article 13 The traveler may cancel all or part of the arranged tour contract at any time.

(2) When an arranged tour contract is cancelled pursuant to the provisions of the preceding paragraph, the traveler shall not only bear the cancellation fee, penalty fee and other expenses already paid or to be paid to the transportation and accommodation agencies, etc. for the tour services already provided or yet to be provided by the traveler, but also pay to the Company the cancellation processing fee and handling charges prescribed by the Company. In addition, the traveler shall pay to the Company the cancellation processing fee and the handling charge which the Company would have obtained.

(Cancellation due to reasons attributable to the traveler)

Article 14. The Company may cancel the arranged tour contract in the following cases (i)

When the traveler fails to pay the tour fee by the designated date (ii) When the traveler fails to pay the tour fee by the designated date

ii. When a correspondence contract has been concluded and the credit card held by the traveler becomes invalid, etc., and the traveler is unable to settle all or part of the obligations pertaining to the tour price, etc., in accordance with the credit card membership agreement of the Alliance Partner.

(iii) When it is found that the traveler falls under any of items (ii) through (iv) of Article 6.

2. When an arranged tour contract is cancelled pursuant to the provisions of the preceding paragraph, the traveler shall not only bear the cancellation fee, penalty fee and other expenses already paid or to be paid to the transportation and accommodation agencies, etc. for the tour services that have not yet been provided, but also pay to the Company the cancellation processing fee and handling charges prescribed by the Company. In addition, the traveler shall pay to the Company the cancellation processing fee prescribed by the Company and the handling charge which the Company would have obtained.

(Cancellation due to reasons attributable to the Company)

Article 15 The traveler may cancel the arranged tour contract when it becomes impossible to arrange the tour

services due to reasons attributable to the Company.

(2) When the arranged tour contract is cancelled pursuant to the preceding paragraph, the Company shall refund to the traveler the tour fee already received, except for expenses already paid or to be paid to the transportation and accommodation facilities, etc., as compensation for the tour services already provided by the traveler.

3. The provisions of the preceding paragraph shall not preclude the traveler from claiming compensation for damages from the Company.

#### Chapter IV Travel Charges

(Trip fee)

Article 16 The traveler shall pay the tour fee to the Company no later than the period specified by the Company prior to the commencement of the tour.

2 When we conclude a correspondence contract, we will accept payment of the tour fee without the traveler's signature on the prescribed slip by a credit card of a partner company. In this case, the date of use of the card shall be the date when the Company notifies the traveler of the details of the confirmed travel services.

3 The Company may change the price of the tour in the event of a change in the price of transportation, accommodation, etc., due to revisions in fares and charges, fluctuations in exchange rates, or other reasons prior to the commencement of the tour.

4 In the case of the preceding paragraph, any increase or decrease in the tour fee shall belong to the traveler.

5 When we have concluded a correspondence contract with a traveler and expenses, etc. to be borne by the traveler pursuant to the provisions of Chapters 3 or 4 arise, we will accept payment of such expenses, etc. without the traveler's signature on the prescribed voucher by a card of a partner company. In this case, the date of use of the card shall be the date on which the Company notifies the traveler of the amount of expenses, etc. to be paid by the traveler to the Company or the amount to be refunded by the Company to the traveler. However, if the Company cancels the arranged tour contract pursuant to the provisions of Article 14 paragraph (1) item (ii), the traveler must pay the Expenses, etc. payable by the traveler to the Company by the date specified by the Company by the payment method specified by the Company.

(Settlement of trip fee)

Article 17 In the event that the expenses paid by the Company to a transportation or accommodation agency, etc. for arranging travel services, which should be borne by the traveler, and handling charges (hereinafter referred to as the "Settlement Trip Charges") do not match the amount already received as the Trip Charges, the Company shall promptly settle the Trip Charges as provided in the following paragraph and paragraph 3 after the completion of the trip. In the event that the amount of the tour fee paid by the Company to the transportation and accommodation facilities, etc. for arranging the tour services does not match the amount already received by the Company as the tour fee, the Company shall promptly settle the tour fee as provided in the following paragraph and paragraph 3 after the completion of the tour.

(2) If the amount of the settlement tour fee exceeds the amount already received by the Company as the tour fee, the traveler shall pay the difference to the Company.

3. If the amount of the settlement tour fee is less than the amount already received as the tour fee, the Company shall refund the difference to the traveler.

## Chapter 5 Groups and Group Arrangements

(Groups and groups by arrangement)

Article 18 The Company shall apply the provisions of this Chapter to the conclusion of a contract for arranged tour which is applied for by two or more travelers who travel the same itinerary at the same time by appointing their responsible representatives (hereinafter referred to as "Responsible Contracting Parties"). The provisions of this Chapter shall apply to the conclusion of a contract of arranged tour which is applied for by two or more persons traveling on the same itinerary at the same time by appointing their responsible representatives (hereinafter referred to as "Responsible Parties").

(Contracting Officer)

Article 19 Except in cases where a special agreement has been concluded, the Company shall not be liable for any loss or damage arising from the contract with the traveler(s) constituting the group/group (hereinafter referred to as the "Group").

("Constituents"). The Company shall be deemed to have the right of representation of all the parties concerned (including the "Constituents") with respect to the conclusion of the arranged tour contract, and

transactions related to the tour business for such group/group and the business set forth in Article 22, Paragraph 1 shall be conducted with such person responsible for the contract.

- 2 The person responsible for the contract must submit to the Company a list of the members of the party or notify the Company of the number of persons by the date determined by the Company.
- 3 The Company shall not be liable for any debt or obligation that the Contracting Officer now owes or may be expected to owe to the Constituents in the future.
- 4 If the person responsible for the contract does not accompany the group/group, we will deem a member of the group/group appointed by the person responsible for the contract in advance to be the person responsible for the contract after the commencement of the tour.

(Special provision for formation of contract)

Article 20 When concluding an arranged tour contract with a person responsible for the contract, the Company may accept the conclusion of the arranged tour contract without receiving payment of the application fee, notwithstanding the provisions of Article 5 paragraph (1).

2 In the event that the Company concludes an arranged tour contract without receiving payment of the application fee pursuant to the preceding paragraph, the Company shall deliver a document stating to that effect to the person responsible for the contract, and the arranged tour contract shall be concluded when the Company delivers said document.

(Change of Constituent)

Article 21 When a person responsible for the contract requests a change in the members of the party responsible for the contract, the Company shall comply with the request to the greatest extent possible.

2 Any increase or decrease in the tour fee and the cost of such change resulting from the change set forth in the preceding paragraph shall belong to the Constituent(s).

(Tour operator service)

Article 22. Upon the request of the person responsible for the contract, Sushiro may provide escort services by having an escort accompany the group/group.

2 In principle, the tour operator's services shall be those necessary for the group/group activities on the predetermined itinerary.

3 As a general rule, the hours during which tour operators provide tour services shall be from 8:00 a.m. to 20:00 p.m.

4 When SBI provides escort service, the person responsible for the contract must pay the prescribed escort service fee to SBI.

## Chapter VI Responsibility

(Our responsibility)

Article 23 If, in the performance of the arranged tour contract, the Company or a person on whose behalf the Company has made arrangements pursuant to the provisions of Article 4 (hereinafter referred to as "Arrangement Agent") has caused damage to the traveler, the Company shall be liable to compensate for such damage. (hereinafter referred to as the "Arranger") has intentionally or negligently caused damage to the traveler, the Company shall be liable to compensate the traveler for such damage. However, the Company shall be held liable to compensate for the damage only when the Company is notified of such damage within two (2) years from the day following the date of occurrence of such damage.

2 In the event that a traveler suffers damages due to a natural disaster, war, riot, suspension of travel services provided by transportation or accommodation agencies, etc., orders by government authorities, or other reasons beyond the control of the Company or its agents, the Company shall not be liable to compensate for such damages, except in the case of the preceding paragraph.

3 Notwithstanding the provisions of paragraph (1) of this Article, the Company shall not be liable for Damage to Baggage of up to 150,000 yen per Traveler (except in the case of willful misconduct or gross negligence on the part of the Company), provided that the Company is notified of such Damage within 14 days in the case of domestic trips and within 21 days in the case of overseas trips, starting from the day following the occurrence of such Damage. (except in the case of willful misconduct or gross negligence on the part of the Company). The Company will compensate for damages up to 150,000 yen per traveler (except in the case of willful misconduct or gross negligence by the Company).

(Traveler's responsibility)

Article 24 If the Company suffers any damage due to the intentional or negligent act of a traveler, said traveler shall compensate the Company for such damage.

2. When concluding an arranged tour contract, the traveler shall make use of the information provided by the Company and endeavor to understand the rights and obligations of the traveler and other details of the arranged tour contract.
3. In order to ensure the smooth receipt of the tour services described in the contract document after the commencement of the tour, if the traveler recognizes that the travel services are provided differently from those described in the contract document, the traveler shall promptly notify the Company, the Company's agent or the relevant tour service provider thereof at the tour site.



Chapter VII Business Guarantee Deposit (in the case of a person who is not a guaranteed member of a travel agency association)

(Business security deposits)

Article 25 A traveler or a constituent who has concluded an arranged tour contract with the Company may receive reimbursement from the business guarantee money deposited by the Company under Article 7, paragraph (1) of the Travel Agency Law with respect to claims arising out of such transactions.

- 2 The name and location of the depository to which the Company has deposited the business guarantee money are as follows (i) Name  
(ii) Location

Chapter VII Guarantee Deposit (in the case of a guaranteed member of a travel agency association)

(Deposit on reimbursement of claims)

Article 25. The Company is a guaranteed member of the **Japan Association of Travel Agents (4-2-19 Akasaka, Minato-ku, Tokyo)**. The Company is a guaranteed member of the Japan Association of Travel Agents.

2. (2) A traveler or a constituent who has concluded an arranged tour contract with the Company may be reimbursed up to 3,000,000 yen from the guarantee fund deposited by the **Japan Association of Travel Agents** as set forth in the preceding paragraph with respect to claims arising out of such transactions.

The following is an example of a product that can be used to achieve this goal.

- 3 In accordance with Article 49, Paragraph 1 of the Travel Agency Act, the Company has paid its share of the business guarantee deposit to the **Japan Association of Travel Agents**, and therefore has not deposited any business guarantee deposit under Article 7, Paragraph 1 of the same Act.

## Travel Service Contract Section

(Coverage)

Article 1. The travel service contract with the traveler shall be governed by the provisions of these Conditions of Carriage. Matters not provided for in these Conditions of Carriage shall be governed by laws and regulations or generally established customs.

2 (2) If the Company enters into a special agreement in writing that is not contrary to laws and regulations and is not detrimental to the traveler, such special agreement shall prevail notwithstanding the provisions of the preceding paragraph.

(Travelers with whom a travel agency contract is concluded)

Article 2 The traveler with whom the Company enters into a travel agency contract shall be a traveler who has entered into a solicitation-type tour contract, a made-to-order type tour contract, or a arranged tour contract with the Company, or a traveler who has entered into a contract with another travel agency on behalf of the Company for a solicitation-type tour contract of another travel agency entrusted by the Company.

(Definition of "travel agency contract")

Article 3 The term "travel agency contract" as used in these Conditions of Contracts means a contract in which the Company pays a travel service charge (hereinafter referred to as the " Service Charge") for travel agency services.

(The fee is referred to as the "Travel Processing Agency Fee".) (1) The following services on behalf of the traveler, on the condition that the traveler agrees to pay a "Travel Service Agent Fee". (hereinafter referred to as "Agency Services"). (i) A contract under which the Company undertakes to perform the following services (i) Procedures for obtaining passports, visas, re-entry permits and various certificates (ii) Preparation of immigration documents (iii) Other business related to each of the preceding items

(Formation of contract)

Article 4 A traveler who wishes to enter into a travel agency contract with the Company shall fill out the prescribed application form and submit it to the Company.

(2) The travel agency contract shall become effective when the Company accepts the conclusion of the contract and receives the application form as described in the preceding paragraph.

3 Notwithstanding the provisions of the preceding two Paragraphs, SBI may accept an application for a travel service contract by telephone, mail, facsimile, Internet or other means of communication without receiving an application form. In such cases, the travel service contract shall become effective when the Company accepts the conclusion of the contract.

4. In the following cases, Nissan Shatai may refuse to enter into a travel agency contract

~ (2) When the traveler is recognized as a member of organized crime groups, a quasi-constituent of organized crime groups, a person related to organized crime groups, a company related to organized crime groups, or a general meeting house or other anti-social force.

ii. (iii) When the traveler has made a violent or unreasonable demand, used threatening language or violence in connection with a transaction, or committed any other similar act against the Company.

iii. (iii) When the traveler has spread false rumors, used deceptive means or force to damage the credibility of the Company or obstruct the business of the Company, or has committed any other similar act.

(iv) When there are other business reasons for the Company to do so.

Promptly after the conclusion of the travel service contract, the Company shall deliver to the traveler a document stating the details of the agency services undertaken under the said travel service contract (hereinafter referred to as "entrusted services"), the amount of the travel service fee, the method of receiving the fee, the Company's responsibilities and other necessary matters. The Company shall deliver to the traveler a document stating the details of the agency services accepted under the said travel service contract (hereinafter referred to as "entrusted services"), the amount of the travel service fee, the method of collecting the fee, the Company's responsibilities and other necessary matters.

(6) When the Company, with the prior consent of the traveler, provides the matters to be stated in said document (hereinafter in this Article referred to as "matters to be stated") by means of information and communication technology in lieu of delivery of the document set forth in the preceding paragraph, the Company may, upon the traveler's request, provide the matters to be stated in said document. When the Company has provided the matters to be described in said document (hereinafter in this Article referred to as "matters to be described") by means of information and communication technology instead of delivering the document set forth in the preceding paragraph

(2) The traveler's travel agent (hereinafter referred to as "the travel agent") will confirm that the information has been recorded in a file on the communications equipment used by the traveler.

7 In the case of the preceding paragraph, if the telecommunications equipment used by the traveler is not equipped with a file for recording the matters stated, the Company shall record the matters stated in a file provided in the telecommunications equipment used by the Company (limited to a file exclusively for the use of the said traveler), and confirm that the traveler has read the matters stated therein. The Company shall confirm that the traveler has read the information by recording the information in a file (limited to a file exclusively for the use of the traveler) in the telecommunications equipment used by the Company.

(Confidentiality.)

Article 5 We will not divulge to any other party any information obtained in the course of performing entrusted services.

(Traveler's Obligations)

Article 6 The traveler shall pay the travel service fee by the date specified by the Company.

2. The traveler shall submit to the Company the documents, materials and other items required for the entrusted services (hereinafter referred to as "travel documents, etc.") by the date specified by the Company. The traveler shall submit to the Company the documents, materials and other items required for the entrusted services (hereinafter referred to as the "Travel Documents, etc.") by the date specified by the Company.

3 In the event that the Company is required to pay fees, visa fees, commission fees or other charges (hereinafter referred to as "Visa Fees, etc.") to any Japanese government office, foreign diplomatic mission in Japan or any other party in connection with the performance of the entrusted services, the traveler shall pay such Visa Fees, etc. to the Company by the date specified by the Company. In the event that the Company is required to pay a fee, visa fee, commission fee or other charges (hereinafter referred to as "Visa Fee, etc.") to a government or municipal office, foreign diplomatic mission in Japan or any other person in Japan, the traveler shall pay such Visa Fee, etc. to the Company by the date specified by the Company.

4 If the traveler incurs mailing, transportation, or other expenses in performing the entrusted services, the traveler must pay such expenses to the Company by the date determined by the Company.

(Cancellation of contract)

Article 7 The traveler may cancel all or part of the travel service contract at any time.

2 (1) In any of the following cases, MHI may cancel the travel agency contract (i) When the traveler fails to submit the travel documents, etc. by the designated date. (i) When the traveler fails to submit the travel documents, etc. by the designated date

(ii) When the Company finds that the travel documents, etc. submitted by the traveler are incomplete.

(iii) When the traveler fails to pay the travel agent fee, visa fee, etc. or expenses under paragraph (4) of the preceding Article by the designated date iv. When the traveler is found to fall under any of items (i) through (iii) of Article 4, paragraph (4).

v. In the event that the Company has accepted the agency services set forth in Article 3, item (i), if the Company finds that the traveler is extremely likely to be unable to obtain a passport, visa or re-entry permit (hereinafter referred to as "passport, etc.") due to reasons beyond the Company's control (2) In the event that the Company deems that there is an extremely high probability that the traveler will be unable to obtain a passport, visa or re-entry permit (hereinafter referred to as "Passport, etc.") for reasons attributable to the Company

(3) When the travel agency contract is cancelled pursuant to the provisions of the preceding two paragraphs, the traveler shall not only bear the visa fees, etc. already paid and the expenses under paragraph (4) of the preceding Article, but shall also pay to the Company the travel agency fees for the entrusted services already performed by the Company.

(Our responsibility)

Article 8 If, in the performance of the travel service contract, the Company intentionally or negligently causes damage to the traveler, the Company shall be liable to compensate for such damage. However, the Company shall be held liable to compensate for the damage only when the Company is notified of such damage within six months from the day following the date of occurrence of the damage.

2 The Company does not guarantee that the traveler will actually be able to obtain a passport, etc. or that entry into or exit from the country concerned will be permitted under the travel document agency contract. Therefore, the Company shall not be liable for the traveler's failure to obtain a passport, etc. or to be permitted to enter or leave the country concerned due to reasons beyond the Company's control.

## Travel Consultation Contract Section

(Coverage)

Article 1. The trip consultation contract to be concluded by and between the Company and the traveler shall be governed by these General Terms and Conditions of Carriage. Matters not provided for in these Conditions of Carriage shall be governed by laws and regulations or generally established customs.

2 (2) If the Company enters into a special agreement in writing that is not contrary to laws and regulations and is not detrimental to the traveler, such special agreement shall prevail notwithstanding the provisions of the preceding paragraph.

(Definition of "Travel Advisory Contract")

Article 2 The term "travel consultation contract" as used in these Conditions of Carriage means a contract under which the Company undertakes to perform the following services at the request of a traveler on the condition that the Company receives a travel service handling fee for the consultation (hereinafter referred to as "consultation fee") Article 2 The term "travel consultation contract" as used in these Conditions of Carriage means a contract under which the Company undertakes to perform the following services at the request of a traveler on the condition that the Company receives a travel service handling fee for consultation (hereinafter referred to as "consultation fee")

~ Advice for travelers to create a travel plan (ii)

Creating a travel plan

(iii) Estimate of expenses necessary for the trip

(iv) Provision of information on travel destinations and transportation and accommodation facilities; v.

Provision of other advice and information necessary for travel

(Formation of contract)

Article 3. A traveler who wishes to conclude a travel consultation contract with the Company shall submit to the Company an application form with the prescribed items filled in.

2 The travel consultation contract shall be concluded when the Company accepts the conclusion of the contract and receives the application form as described in the preceding paragraph.

3 Notwithstanding the provisions of the preceding two paragraphs, the Company may accept an application for a travel consultation contract by telephone, mail, facsimile, Internet or other means of communication without receiving an application form. In such cases, the travel consultation contract shall become effective when the Company accepts the conclusion of the contract.

4 The Company may refuse to conclude a trip consultation contract in the following cases

~ (2) When the contents of the traveler's consultation are offensive to public order and morals or may violate the laws and regulations in force in the travel destination.

ii. When the traveler is recognized as a member of organized crime groups, a quasi-constituent of organized crime groups, a person related to organized crime groups, a company related to organized crime groups, or a general meeting house, or other anti-social force.

iii. When the traveler has made a violent or unreasonable demand, used threatening language or violence in connection with a transaction, or committed any other similar act against the Company

iv. (v) When the traveler has spread false rumors, used deceptive means or force to damage the credibility of the Company or obstruct the business of the Company, or has committed any other similar act.

(v) When there are other business reasons for the Company to do so.

(Consultation fee)

Article 4. When the Company has performed the services listed in Article 2, the traveler shall pay to the Company the consultation fee prescribed by the Company by the date determined by the Company.

(Cancellation of contract)

Article 5. The Company may cancel the trip consultation contract when it is found that the traveler falls under any of items (ii) through (iv) of Article 3, paragraph 4.

(Our responsibility)

Article 6 If, in the performance of the tour consultation contract, the Company intentionally or negligently causes damage to the traveler, the Company shall be liable to compensate for such damage. However, the Company shall be held liable to compensate for the damage only when the Company is notified of such damage within six months from the day following the date of occurrence of the damage.

2 The Company does not guarantee that it will actually be able to make arrangements for the transportation, accommodation, etc. described in the tour plan prepared by the Company. Therefore, even if the Company is unable to conclude a contract with a transportation or accommodation agency, etc. to provide transportation, accommodation, or other services related to the tour offered by such agency due to reasons such as full capacity, the Company shall not be liable therefor.