

Public Notice No. 1593 by the Ministry of Land, Infrastructure and Transport

This is an official announcement of the following revision concerning all terms and conditions of the standard general conditions of travel agency business (Public Notice No. 790 by the Ministry of Transport dated December 19, 1995) as stipulated in Article 12 -3 of the Travel Agency Law (Law No. 239 of 1952).

Kazuo Kitagawa, Minister of Land, Infrastructure and Transport

Last Revised: March 2, 2020 Tourism Agency/Consumer Affairs Agency

Notice No. 1 (Effective April 1, 2020) Standard Travel Agency Terms and Conditions

## **Standard General Conditions of Travel Agency Business**

### Section on Package Tour Contracts

#### Chapter 1 – General Provisions

##### (Scope of Application)

Article 1 Contracts concerning packaged tours concluded between the Company and travelers (hereinafter referred to as "Packaged Tour Contracts") shall be governed by the provisions of these Terms and Conditions. Matters not specified herein shall be governed by laws and regulations or generally established customs.

2. Notwithstanding the provisions of the preceding paragraph, if the Company enters into a special agreement in writing that does not violate laws and regulations and does not disadvantage the traveler, such special agreement shall take precedence.

##### (Definition of Terms)

Article 2 In these Terms and Conditions, "Package Tour" means a tour for which the Company prepares a travel plan in advance for the purpose of recruiting travelers, specifying the destination and itinerary of the tour, the content of transportation or accommodation services that travelers can receive, and the amount of the tour fee that travelers must pay to the Company, and implements the tour based on this plan.

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

3. In this section, "Communication Contract" means a contract for a Package Tour concluded by the Company with a card member of a credit card company affiliated with the Company or with a company selling the Company's Package Tours on its behalf (hereinafter referred to as the "Affiliated Company") via telephone, mail, facsimile, Internet, or other communication means. This refers to a

packaged tour contract where the traveler agrees in advance that the Company's claims or obligations regarding the tour price, etc., arising from the packaged tour contract with the traveler shall be settled in accordance with the card member terms and conditions of the Partner Company separately stipulated on or after the date such claims or obligations are due.

4. In these terms, "card usage date" means the date on which the traveler or our company must fulfill payment or refund obligations for travel costs, etc., based on the packaged tour contract.

(Contents of the Travel Contract)

Article 3 Under the Package Tour Contract, the Company undertakes to arrange and manage the itinerary so that the Traveler can receive transportation, lodging, and other travel-related services (hereinafter referred to as "Travel Services") provided by transportation and lodging providers, etc., in accordance with the travel schedule specified by the Company.

(Arrangement Agent)

Article 4 In performing the Package Tour Contract, the Company may entrust all or part of the arrangements to other travel agencies within or outside Japan, persons engaged in arranging services as a business, or other assistants.

## Chapter 2—Conclusion of the Contract

(Application for Contract)

Article 5 A traveler wishing to apply for a Package Tour Contract with the Company must submit the Company's prescribed application form (hereinafter referred to as the "Application Form") with the required information filled in, along with the application fee specified separately by the Company.

2. Notwithstanding the provisions of the preceding paragraph, a traveler intending to apply for a correspondence contract with the Company must notify the Company of the name of the packaged tour they wish to apply for, the tour start date, their membership number, and other items (hereinafter referred to as "Membership Number, etc." in the following article).

3. The application fee referred to in Paragraph 1 shall be treated as part of the travel cost or as part of the cancellation fee or penalty fee.

4. Travelers requiring special consideration when participating in a packaged tour must notify us at the time of contract application. In such cases, we shall accommodate these requests to the extent possible.

5. Any costs incurred by the Company for special measures taken for the traveler based on the notification in the preceding paragraph shall be borne by the traveler.

(Reservations by Telephone, etc.)

Article 6 The Company accepts reservations for package tour contracts via telephone, mail, facsimile, internet, or other communication methods. In such cases, the contract is not formed at the time of

reservation. After the Company notifies the traveler of reservation acceptance, the traveler must submit an application form and application fee to the Company, or notify the Company of their membership number, etc., within the period specified by the Company, in accordance with the provisions of Paragraph 1 or 2 of the preceding Article.

2. When an application form and application fee are submitted, or a membership number, etc., is notified, as stipulated in the preceding paragraph, the order of conclusion of the package tour contract shall be based on the order in which the reservation was accepted.

3. If the traveler fails to submit the application fee or notify the membership number, etc., within the period specified in paragraph 1, the Company shall treat the reservation as if it had not been made.

(Refusal to Conclude Contract)

Article 7 The Company may refuse to conclude a Package Tour Contract in any of the following cases.

- a. When the traveler does not meet the conditions for participating travelers, such as gender, age, qualifications, skills, or other requirements, which the Company has specified in advance.
- b. When the number of applicants reaches the planned recruitment quota.
- c. When a traveler is likely to cause inconvenience to other travelers or hinder the smooth operation of group activities.
- d. When attempting to conclude a communication contract, if the traveler's credit card is invalid or otherwise unable to settle part or all of the traveler's obligations related to the travel cost, etc., in accordance with the card member agreement of the affiliated company.
- e. When the traveler is recognized as a member of an organized crime group, a quasi-member of such a group, an associate of such a group, a company associated with such a group, a corporate extortionist, or any other antisocial force.
- f. When the traveler engages in violent demands, unreasonable demands, threatening words or actions, or acts of violence related to transactions against the Company.
- g. When a traveler spreads rumors, uses deceit or force to damage the Company's reputation or obstruct its business, or engages in similar acts.
- h. When other operational circumstances arise on our part.

(Effective Date of Contract)

Article 8 A package tour contract shall be formed when the Company accepts the conclusion of the contract and receives the application fee specified in Article 5, Paragraph 1.

2. Notwithstanding the provisions of the preceding paragraph, a mail-order contract shall be formed when the traveler receives notification that the Company has accepted the contract.

(Delivery of Contract Documents)

Article 9 The Company shall promptly deliver to the traveler, after the formation of the contract as stipulated in the preceding Article, a written document (hereinafter referred to as the "Contract Document") detailing the travel itinerary, the content of travel services, the travel price, other travel conditions, and matters concerning the Company's responsibilities.

2. The scope of travel services arranged by the Company under a packaged tour contract and for which the Company bears the obligation to manage the itinerary shall be as stated in the Contract Document referred to in the preceding paragraph.

(Confirmation Document)

Article 10 If the Contract Document specified in Paragraph 1 of the preceding Article cannot state the confirmed travel itinerary or the names of transportation or lodging providers, the Contract Document shall list the names of the lodging providers to be used and the transportation providers deemed important for disclosure in a limited and enumerated manner. After delivering the Contract Document, by the date specified in the contract document, no later than the day before the travel commencement date (or the travel commencement date itself, if the application for the package tour contract was made on or after the seventh day prior to the travel commencement date).

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

3. Upon delivery of the confirmation document under paragraph 1, the scope of travel services for which the Company bears the obligation to arrange and manage the itinerary pursuant to the provisions of paragraph 2 of the preceding article shall be specified as stated in said confirmation document.

(Methods Utilizing Information and Communications Technology)

Article 11 When concluding a package tour contract, the Company may, with the traveler's prior consent, provide the travel itinerary, details of travel services, travel price, other travel conditions, and matters concerning the Company's liability—which would otherwise be provided in a written document, contract document, or confirmation document—by means of information and communication technology instead. the Company shall confirm that the required information is recorded in a file on the communication device used by the traveler.

2. In the case described in the preceding paragraph, if the communication device used by the traveler does not have a file equipped for recording the required information, the required information shall be recorded in a file equipped on the communication device used by our company (limited to one exclusively for the use of that traveler), and it shall be confirmed that the traveler has viewed the required information.

(Travel Price)

Article 12 The traveler must pay the travel fare specified in the contract document to the Company by the date specified in the contract document prior to the travel commencement date.

2. When a communication contract is concluded, the Company shall receive payment of the travel price specified in the contract document via the card of an affiliated company without requiring the traveler's signature on the prescribed slip. Furthermore, the card usage date shall be deemed the date of establishment of the travel contract.

## Chapter 3— Contract Changes

### (Changes to Contract Details)

Article 13 The Company may change the contract content without prior notice to the Traveler if unavoidable circumstances arise, such as natural disasters, wars, riots, suspension of travel services by transportation or lodging providers, orders from government agencies, provision of transportation services not according to the original itinerary, or other reasons beyond our control, and when it is unavoidable to ensure the safe and smooth execution of the trip, we may change the travel itinerary, the content of travel services, or other aspects of the package tour contract (hereinafter referred to as the "Contract Details"). In such cases, we shall promptly explain to the traveler the reasons why the circumstances are unavoidable and the causal relationship with the circumstances. However, in urgent cases where unavoidable, the explanation may be provided after the change.

### (Changes to the Travel Price)

Article 14 If the applicable fares and charges (hereinafter referred to as "Applicable Fares and Charges" in this Article) become significantly higher or lower than the Applicable Fares and Charges publicly announced as valid at the time of explicitly stating them during the solicitation of the packaged tour, due to significant changes in economic conditions or other reasons, and such increase or decrease substantially exceeds the level normally anticipated, the Company may increase or decrease the travel price within the range of such increase or decrease.

2. When increasing the travel price pursuant to the preceding paragraph, the Company shall notify the traveler of this fact no later than the fifteenth day prior to the travel commencement date, counting backward from that date.

3. When a reduction in the applicable fares and charges specified in Paragraph 1 occurs, the Company shall reduce the travel price by the amount of such reduction in accordance with the provisions of that paragraph.

4. If a change to the contract terms based on the preceding article results in a decrease or increase in the costs required to implement the travel (including cancellation fees, penalty fees, or other costs already paid or to be paid for travel services not received due to such contract change), except when the cost increase arises from a shortage of seats, rooms, or other facilities at transportation or lodging providers despite their provision of the travel service, the Company may adjust the travel price within the scope of such change at the time of the contract amendment.

5. If the contract document states that the travel price varies based on the number of persons using transportation or lodging facilities, and if the number of persons changes after the formation of the package tour contract due to reasons not attributable to us, we may change the travel price amount as stated in the contract document.

### (Substitution of Traveler)

Article 15 A traveler who has concluded a packaged tour contract with us may transfer their contractual status to a third party with our consent.

2. When seeking the Company's consent as stipulated in the preceding paragraph, the traveler must submit the Company's prescribed form, completed with the required information, along with the prescribed fee amount, to the Company.

3. The transfer of contractual status under paragraph 1 shall take effect upon our consent. Thereafter, the third party who assumes the traveler's status under the travel contract shall succeed to all rights and obligations pertaining to the traveler's package tour contract.

## Chapter 4—Cancellation of the Contract

### (Traveler's Right to Cancel)

Article 16 The traveler may cancel the packaged tour contract at any time by paying the cancellation fee specified in Schedule I . When the said traveler wishes to cancel the Communication Contract, the Company shall receive payment of the cancellation fee using the traveler's affiliated company card without requiring the traveler's signature on the prescribed form.

2 Notwithstanding the provisions of the preceding paragraph, the traveler may cancel the package tour contract without paying a cancellation fee prior to the commencement of the tour in any of the following cases.

- a. When the Company changes the contract content. However, this applies only when the change is one listed in the upper column of Schedule II and another significant change.
- b. When the travel price is increased based on the provisions of Article 14, Paragraph 1.
- c. When natural disasters, wars, riots, suspension of travel services by transportation or lodging providers, government orders, or other reasons occur, making the safe and smooth execution of the trip impossible or highly likely to become impossible.
- d. When the Company fails to deliver the confirmation document to the traveler by the date specified in Article 10, Paragraph 1.
- e. When the implementation of the travel itinerary as stated in the contract document becomes impossible due to reasons attributable to the Company.

3. After the commencement of the trip, if the traveler is unable to receive the travel services specified in the contract document for reasons not attributable to the traveler, or if the Company notifies the traveler to that effect, the traveler may cancel the portion of the contract for the travel services that cannot be received without paying a cancellation fee, notwithstanding the provisions of Paragraph 1.

4. In the case of the preceding paragraph, the Company shall refund to the traveler the portion of the travel fee corresponding to the travel service that could no longer be received. However, if the case of the preceding paragraph is not attributable to the Company, the Company shall refund to the traveler the amount remaining after deducting from said portion any cancellation fees, penalty fees, or other expenses already paid or to be paid in relation to said travel service.

### (The Company's Right to Cancel the Contract - Cancellation Before the Start of the Tour)

Article 17 The Company may cancel the Package Tour Contract before the commencement of the tour by explaining the reasons to the traveler in any of the following events:

- a. When it is determined that the traveler does not meet the conditions for participating travelers, such as gender, age, qualifications, skills, or other requirements, which the Company has specified in advance.
- b. When the traveler is deemed unable to endure the trip due to illness, absence of necessary caregivers, or other reasons.
- c. When the traveler is deemed likely to cause inconvenience to other travelers or hinder the smooth operation of the group tour.
- d. When the traveler demands a burden exceeding a reasonable scope regarding the contract terms.
- e. When the number of travelers does not reach the minimum number required for the tour as stated in the contract document.
- f. When there is a high probability that travel conditions necessary for the trip, such as the required snowfall for a ski trip, which were explicitly stated at the time of contract conclusion, will not be met.
- g. When natural disasters, wars, riots, suspension of travel services by transportation or lodging providers, government orders, or other circumstances beyond our control occur, making the safe and smooth execution of the tour according to the itinerary specified in the contract impossible or highly likely to become impossible.
- h. When a communication contract has been concluded, and the traveler becomes unable to settle part or all of the debt related to the travel price, etc., in accordance with the card member agreement of the affiliated company, such as when the traveler's credit card becomes invalid.
- i. When it is determined that the traveler falls under any of the provisions of Article 7, Items e through g.

2. If the traveler fails to pay the travel price by the date specified in the contract document under Article 12, Paragraph 1, the traveler shall be deemed to have canceled the packaged tour contract. In this case, the traveler must pay the Company a penalty fee equivalent to the cancellation fee specified in Paragraph 1 of the preceding article.

3. When the Company intends to cancel the Package Tour Contract due to the reason listed in Paragraph 1, Item e, it shall notify the traveler of the cancellation at least: - Thirteen days prior to the travel start date (three days prior for day trips) for domestic travel; - Twenty-three days prior to the travel start date (thirty-three days prior for travel starting during peak periods specified in Schedule I ) for overseas travel.

(Our Right to Cancel - Cancellation After Travel Commences)

Article 18 The Company may cancel part of the Package Tour Contract after the trip has commenced by explaining the reasons to the traveler in any of the following cases:

- a. When the traveler cannot endure continuing the trip due to illness, absence of necessary attendants, or other reasons.
- b. When the traveler disrupts group discipline by violating the Company's instructions given by the tour conductor or other personnel necessary for the safe and smooth conduct of the trip, or by committing assault, threats, or similar acts against such personnel or other accompanying travelers, thereby hindering the safe and smooth conduct of the trip.
- c. When it is determined that the traveler falls under any of the provisions of Article 7, items e through g; or
- d. When natural disasters, wars, riots, suspension of travel services by transportation or lodging providers, government orders, or other circumstances beyond our control occur, making continuation of the trip impossible.

2. When the Company cancels a packaged tour contract based on the preceding paragraph, the contractual relationship between the Company and the traveler shall terminate only prospectively. In such cases, the Company's obligations regarding travel services already provided to the traveler shall be deemed to have been validly discharged.

3. In the case described in the preceding paragraph, the Company shall refund the traveler an amount equal to the portion of the travel price corresponding to travel services not yet provided to the traveler, minus any cancellation fees, penalty charges, or other expenses already paid or to be paid in relation to those travel services.

#### (Refund of Travel Fees)

Article 19 Where the travel price is reduced pursuant to the provisions of Article 14, paragraphs 3 through 5, or where the package tour contract is canceled pursuant to the provisions of the preceding three articles, if an amount becomes payable to the traveler, the Company shall refund such amount to the traveler within seven days from the day following the cancellation for refunds due to cancellation before the commencement of the trip, or within thirty days from the day following the travel end date stated in the contract document for refunds due to a reduction or cancellation after the commencement of the trip.

2. When the Company has concluded a communication contract with the traveler, and the travel price is reduced pursuant to the provisions of Article 14, paragraphs 3 through 5, or the communication contract is canceled pursuant to the provisions of the preceding three articles, and an amount to be refunded to the traveler arises, the Company shall refund the traveler the amount in accordance with the card member agreement of the affiliated company. In such cases, the Company shall notify the traveler of the amount to be refunded within seven days from the day following the cancellation for refunds due to cancellation before the trip commences, or within thirty days from the day following the travel end date specified in the contract document for refunds due to a reduction or cancellation after the trip commences. The date the Company provides such notification to the traveler shall be deemed the card usage date.

3. The provisions of the preceding two paragraphs shall not preclude the traveler or the Company from exercising claims for damages as provided for in Article 27 or Article 30, Paragraph 1.

#### (Arrangements for Return Travel After Contract Cancellation)

Article 20 When the Company cancels a packaged tour contract after the commencement of travel pursuant to the provisions of Article 18, Paragraph 1, Items a or d, the Company shall, upon the traveler's request, undertake the arrangement of travel services necessary for the traveler to return to the departure point of said tour.

2. In the case of the preceding paragraph, all expenses required for the travel back to the point of departure shall be borne by the traveler.

## Chapter 5—Group Contracts

### (Group Contracts)

Article 21 The Company shall apply the provisions of this Chapter to the conclusion of a packaged tour contract applied for by multiple travelers traveling the same itinerary simultaneously who have designated a responsible representative (hereinafter referred to as the "Contract Representative").

### (Contract Representative)

Article 22 Unless otherwise agreed upon, the Company shall deem the Contract Representative to have full agency authority regarding the conclusion of package tour contracts for all travelers constituting the group (hereinafter referred to as "Members"). Transactions concerning travel services for said group shall be conducted with said Contract Representative.

2. The Contract Representative must submit a roster of Members to the Company by the date specified by the Company.
3. The Company shall not be liable for any debts or obligations that the Contract Representative currently owes to the Members or is foreseeably obligated to owe in the future.
4. If the Contract Representative does not accompany the group, the Company shall, after the commencement of the trip, deem a member of the group designated in advance by the Contract Representative to be the Contract Representative.

## Chapter 6—Itinerary Management

### (Itinerary Management)

Article 23 The Company shall endeavor to ensure the safe and smooth implementation of the traveler's trip and shall perform the following duties for the traveler. However, this shall not apply if the Company has concluded a special agreement with the traveler that differs from this provision.

- a. When it is deemed likely that a traveler may be unable to receive travel services during the trip, take necessary measures to ensure the traveler can reliably receive the travel services stipulated in the packaged tour contract.
- b. If, despite taking the measures in the preceding item, it becomes unavoidable to change the contract content, arrange for substitute services. In such cases, when changing the travel itinerary, endeavor to ensure the revised itinerary aligns with the original itinerary's purpose; when changing the content of travel services, endeavor to ensure the revised services are equivalent to the original services; and strive to minimize changes to the contract content.

### (Company Instructions)

Article 24 During the period from the commencement to the conclusion of the tour, travelers must comply with the Company's instructions for the safe and smooth execution of the tour when acting as a group.

(Duties of Tour Escorts, etc.)

Article 25 Depending on the nature of the tour, the Company may have a tour conductor or other personnel accompany the group to perform all or part of the duties listed in each item of Article 23, as well as other duties deemed necessary by the Company in connection with the packaged tour.

2 The working hours for the tour conductor or other personnel referred to in the preceding paragraph shall, in principle, be from 8:00 AM to 8:00 PM.

(Protective Measures)

Article 26 The Company may take necessary measures when it determines that a traveler during the trip is in a state requiring protection due to illness, injury, etc. In such cases, if the cause is not attributable to the Company, the costs incurred for such measures shall be borne by the traveler, and the traveler must pay such costs by the date specified by the Company by the date specified by the Company and in the manner designated by the Company.

## Chapter 7—Liability

(Liability of the Company)

Article 27 The Company shall be liable to compensate for damages caused to travelers by the Company or by an agent arranged by the Company pursuant to the provisions of Article 4 (hereinafter referred to as the "Arrangement Agent") through intentional acts or negligence during the performance of a Package Tour Contract. However, this liability applies only if notice is given to the Company within two years from the day following the occurrence of the damage.

2. The Company shall not be liable for damages suffered by the traveler due to natural disasters, wars, riots, suspension of travel services by transportation or lodging providers, orders from government agencies, or other causes beyond the control of the Company or its Arrangement Agent, except as provided in the preceding paragraph.

3. Regarding damage to luggage under Paragraph 1, notwithstanding the provisions of that paragraph, the Company shall compensate up to ¥150,000 per traveler only if notice is given to the Company within fourteen days for domestic travel or within twenty-one days for overseas travel, starting from the day following the occurrence of the damage (except where the Company acted with intent or gross negligence).

(Special Compensation)

Article 28 Regardless of whether our liability under Paragraph 1 of the preceding Article arises, we shall pay predetermined compensation and condolence money for certain damages incurred by a traveler to their life, body, or baggage during participation in a packaged tour, as stipulated in the attached Special Compensation Regulations.

2. When the Company is liable for damages under the provisions of the preceding article, paragraph 1, the compensation payable by the Company under the preceding paragraph shall be deemed to be the amount of damages payable based on that liability, up to the limit of the damages payable under that liability.

3. In the case prescribed in the preceding paragraph, our obligation to pay compensation under the provisions of paragraph 1 shall be reduced by an amount equivalent to the damages we are required to pay under the provisions of paragraph 1 of the preceding article (including compensation deemed to be damages under the provisions of the preceding paragraph).

4. For package tours conducted by the Company for travelers participating in the Company's package tours, for which separate tour fees are collected, such tours shall be treated as part of the main package tour contract.

(Itinerary Guarantee)

Article 29 Should a significant change to the contract content listed in the upper column of Schedule II occur (excluding changes listed in the following items, except those arising from insufficient seats, rooms, or other facilities provided by transportation or lodging providers despite their provision of the travel service), the Company shall pay change compensation equal to or greater than the amount obtained by multiplying the travel fee by the rate specified in the lower column of the same table within thirty days from the day following the travel completion date. However, this shall not apply if it is clear that the Company bears responsibility for the change under the provisions of Article 27, Paragraph 1.

a. Changes due to the following reasons:

(1) Natural disasters;

(2) War;

(3) Riots;

(4) Government Orders and other public agencies;

(5) Suspension of Travel Services by transportation, accommodation facilities, etc.;

(6) Offering a transportation service not included in the original travel plan; or

(7) Measures necessary to ensure the safety of participants' lives or bodies

b. Changes pertaining to the canceled portion when a packaged tour contract is canceled based on the provisions of Articles 16 through 18.

2. The amount of change compensation payable by the Company shall be limited to an amount calculated by multiplying the travel price by a rate of 15% or more per organized package tour per traveler, as determined by the Company. Furthermore, if the amount of change compensation payable per traveler per organized package tour is less than one thousand yen, the Company shall not pay change compensation.

3. If, after the Company has paid change compensation under the provisions of Paragraph 1, it becomes clear that the Company bears liability for the change under the provisions of Article 27, Paragraph 1, the traveler must return the change compensation related to that change to the Company. In such a case, the Company shall pay the traveler the balance remaining after offsetting the amount of damages the Company is required to pay under the provisions of the same paragraph against the amount of change compensation the traveler is required to return.

(Responsibility of the Traveler)

Article 30 If the Company suffers damage due to the intentional act or negligence of a traveler, that traveler shall compensate the Company for the damage.

2. When concluding a Package Tour Contract, the traveler must endeavor to understand the content of the contract, including their rights and obligations, by utilizing the information provided by the Company.

3. After the commencement of the trip, in order to smoothly receive the travel services specified in the contract documents, if the traveler becomes aware that travel services provided differ from those in the contract documents, the traveler must promptly notify the Company, the Company's agent, or the provider of the travel service concerned at the travel destination.

Chapter 8—Business Guarantee Deposit (In Case of not Being a Guarantee Member of the Travel Industry Association)

(Business Guarantee Deposit)

Article 31 Travelers or members who have concluded a packaged tour contract with the Company may receive payment for claims arising from such transactions from the business security deposit that the Company has deposited pursuant to the provisions of Article 7, Paragraph 1 of the Travel Agency Act.

2. The name and location of the depository where the Company has deposited the business security deposit are as follows:

a. Name

b. Location

Chapter 8—Compensation Guarantee Fund (In Case of Being a Guarantee Member of the Travel Industry Association)

(Settlement Guarantee Fund)

Article 31 The Company is a Security Member of the \_\_\_\_ (Name) \_\_\_\_ Association of Travel Agents (located at \_\_\_\_\_ (Address) Tokyo).

2. The traveler or the Constituent Member who has executed the Subscription Type Organized Tour Contract with us is entitled to be reimbursed from compensation business guarantee bonds as deposited by the \_\_\_\_\_ Association of Travel Agents as described in the preceding paragraph, up to the maximum amount of \_\_\_\_\_ yen in conjunction with claims as arising from the said transaction.

3. As we have paid our share of the compensation business guarantee bonds to the \_\_\_\_ Association of Travel Agents in accordance with the provision of Article 49, paragraph 1 of the Travel Agency Law, we have not deposited the business guarantee bonds based on Article 7, paragraph 1 of the Travel Agency Law.



Schedule I - Cancellation fees (related to Article 16, paragraph 1)

1. Cancellation fees related to Domestic Trip

Classification	Cancellation Fee
a. Subscription Type Organized Tour Contract excluding the following column b	
(1) In cases where the Contract is cancelled on or after the 20th day (the 10th day in the case of a day trip) from the day immediately preceding the starting day of the Tour (except in the following cases from (2) through (5)).	Upto20%ofthe Tour Price
(2) In cases where the Contract is cancelled on or after the 7th day from the day immediately preceding the starting day of the Tour (except in the following cases from (3) through (5)).	Upto30%ofthe Tour Price
(3) In cases where the Contract is cancelled on the day immediately before the starting day of the Tour.	Upto40%ofthe Tour Price Upto50%ofthe Tour Price
(4) In cases where the Contract is cancelled on the starting day of the Tour (except in the following case (5)).	
(5) In cases where the Contract is cancelled after the start of the Tour or the traveler does not participate in the Tour without notice (no show).	Up to 100% of the Tour Price
b. Subscription Type Organized Tour Contract with the use of a chartered vessel	Based on the rules of the cancellation fee for the said vessel
Remark: ①The amount of the cancellation fee shall be specified in the Contract Document.  ②In applying this Schedule, “After the Start of the Tour” refers to after “The time when the traveler starts receiving the service” stipulated in Article 2, paragraph 3 of the Rules of Special Indemnity as attached hereto.	

2. Cancellation Fee related to Overseas Trip

Classification	Cancellation Fee
a. Subscription Type Organized Tour Contract with the use of an aircraft when leaving Japan or returning to Japan (excluding Tour Contracts specified in the following column b.)	

<p>(1) In cases where the starting day of the Tour falls within the Peak Season, and the Contract is cancelled on or after the 40th day from the day immediately preceding the starting day of the Tour (except in the following cases from (2) through (4)).</p> <p>(2) In cases where the Contract is cancelled on or after the 30th day from the day immediately preceding the starting day of the Tour (except in the following cases from (3) through (4)).</p> <p>(3) In cases where the Contract is cancelled no earlier than two days prior to the starting day of the Tour (except in the case described in (4) below).</p> <p>(4) In cases where the Contract is cancelled after the start of the Tour or the traveler does not participate in the Tour without notice (no show).</p>	<p>Up to 10% of the Tour Price Up to 20% of the Tour Price</p> <p>Up to 50% of the Tour Price</p> <p>Up to 100% of the Tour Price</p>
<p>b. Subscription Type Organized Tour Contract with the use of a chartered aircraft</p>	
<p>(1) In cases where the Contract is cancelled on or after the 90th day from the day immediately preceding the starting day of the Tour (except in the following cases from (2) through (4)).</p> <p>(2) In cases where the Contract is cancelled on or after the 30th day from the day immediately preceding the starting day of the Tour (except in the following cases from (3) through (4)).</p> <p>(3) In cases where the Contract is cancelled on or after the 20th day from the day immediately preceding the starting day of the Tour (except in the following case described in (4) below).</p> <p>(4) In cases where the Contract is cancelled no earlier than 3 days prior to the starting day of the Tour or the traveler does not participate in the Tour without notice (no show).</p>	<p>Up to 20% of the Tour Price</p> <p>Up to 50% of the Tour Price</p> <p>Up to 80% of the Tour Price</p> <p>Up to 100% of the Tour Price</p>
<p>c. Subscription Type Organized Tour Contract with the use of a vessel when leaving Japan and returning to Japan</p>	<p>Based on the rules of the cancellation fee for the said vessel</p>
<p>Note: The "Peak Season" shall mean the respective periods from December 20th through January 7th, from April 27th through May 6th, and from July 20th through August 31st of each year.</p>	
<p>Remark: ① The amount of the cancellation fee shall be specified in the Contract Document. ② In applying this Schedule, "After the Start of the Tour" refers to the after "The time when the traveler starts receiving the service" stipulated in the Article 2, paragraph 3 of the Rules of Special Indemnity as attached hereto.</p>	

Schedule II – Monetary Indemnity for Alterations (related to Article 29, paragraph 1)

Alterations Requiring Payment of Indemnity	Percentage per Case (%)
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	Prior to the start of the Tour	After the start of the Tour
(1). Alterations to the starting or final days of the Tour described in the Contract Document	1.5	3.0
(2). Alterations of sightseeing locations or facilities (including restaurants) and other destinations of the Tour	1.0	2.0
(3). Alterations to the class or facilities of transportation facilities to those of lower rates than those described in the Contract Document (but limited only to cases where the total charged amount for altering the said class and facilities falls below the total amount for that as specified in the Contract Document)		
(4). Alterations to the class of the transportation facilities or in the names of companies as specified in the Contract Document	1.0	2.0
(5). Alterations to different flights at the departure airport or destination airport in Japan from those as specified in the Contract Document	1.0	2.0
(6). Alterations/additions to connecting or indirect flights as needed to supplement/replace direct flights scheduled to fly between Japan and outside of Japan as specified in the Contract Document	1.0	2.0
(7). Alterations of the type or name of accommodation facilities as specified in the Contract Document	1.0	2.0
(8). Alterations to the conditions of guest rooms as specified in the Contract Document, such as the type of guest rooms, equipment, scenery, etc.	1.0	2.0
(9). Alterations in the items as specified in the tour title of the Contract Document, among the alterations specified in each item listed from (1) through (8) above.	2.5	5.0
Note 1. "Prior to the Start of the Tour" shall refer to cases where the traveler has been notified of the relevant alteration, no later than the day prior to the starting day of the Tour, and "After the Start of the Tour" shall refer to cases where the traveler has been notified of the relevant alteration on or after the starting day of the Tour.		

## Section on Customized Package Travel Contracts

### Chapter 1 – General Provisions

#### (Scope of Application)

Article 1 Contracts for customized package tours concluded between the Company and travelers (hereinafter referred to as "Customized Package Tour Contracts") shall be governed by the provisions of these Terms and Conditions. Matters not specified herein shall be governed by laws and regulations or generally established customs.

2. Notwithstanding the provisions of the preceding paragraph, if the Company enters into a special agreement in writing that does not violate laws and regulations and does not disadvantage the traveler, such special agreement shall take precedence.

#### (Definitions of Terms)

Article 2 In these Terms and Conditions, "Customized Package Tour" means a tour for which the Company, at the request of the Traveler, creates a travel plan specifying the destination and itinerary, the content of transportation or accommodation services the Traveler may receive, and the amount of the tour fee the Traveler must pay to the Company, and implements the tour based on that plan.

2. In these terms and conditions, "domestic travel" means travel solely within Japan, and "overseas travel" means travel other than domestic travel.

3. In this section, "Communication Contract" means a contract concluded between the Company and a credit card company with which the Company has a partnership agreement (hereinafter referred to as the "Partner Company") and settled upon receiving an application via telephone, mail, facsimile, internet, or other communication means. It refers to a custom-made package tour contract where the traveler has agreed in advance to settle any claims or obligations the Company holds against the traveler regarding the tour price, etc., based on the custom-made package tour contract, in accordance with the Partner Company's card member terms and conditions separately stipulated after the date such claims or obligations are due for fulfillment. Furthermore, it refers to a custom-made package tour contract where the traveler pays the tour price, etc., pursuant to the methods stipulated in Article 12, Paragraph 2, Article 16, Paragraph 1, second sentence, and Article 19, Paragraph 2.

4. In these terms and conditions, "card usage date" means the date on which the traveler or the Company is obligated to perform the payment or refund obligation for travel expenses, etc., under the custom-made travel contract.

#### (Contents of the Travel Contract)

Article 3 The Company undertakes to arrange and manage the itinerary under the Customized Travel Contract so that the Traveler can receive transportation, lodging, and other travel-related services

(hereinafter referred to as "Travel Services") provided by transportation and lodging providers, etc., in accordance with the travel schedule specified by the Company.

(Arrangement Agent)

Article 4 In performing a Customized Travel Contract, the Company may delegate all or part of the arrangements to other travel agencies within or outside Japan, persons engaged in arranging services as a business, or other assistants.

## Chapter 2—Conclusion of the Contract

(Delivery of the Planning Document)

Article 5 When requested by a traveler intending to apply for a Customized Travel Contract with the Company, the Company shall, except where business circumstances prevent it, provide a written document (hereinafter referred to as the "Planning Document") detailing the planning content, including the travel itinerary, travel service details, travel price, and other travel conditions, prepared in accordance with the request.

2. The Company may specify the amount of the planning handling fee (hereinafter referred to as the "Planning Fee") as part of the breakdown of the travel price in the Planning Document referred to in the preceding paragraph.

(Application for Contract)

Article 6 A traveler intending to apply to us for a Customized Travel Contract based on the planning details stated in the planning document described in Paragraph 1 of the preceding Article must submit to us the application form prescribed by us (hereinafter referred to as the "Application Form"), filled out with the required information, together with the application fee in the amount separately specified by us.

2. Notwithstanding the provisions of the preceding paragraph, a traveler intending to apply to the Company for a correspondence contract regarding the planning details stated in the planning document referred to in Paragraph 1 of the preceding article must notify the Company of their membership number and other specified items.

3. The application fee referred to in Paragraph 1 shall be treated as part of the travel cost (including the planning fee, the amount of which is specified in the breakdown) or as part of the cancellation fee or penalty fee.

4. Travelers requiring special consideration when participating in a custom-made package tour must notify us at the time of contract application. In such cases, we shall accommodate these requests to the extent possible.

5. Any costs incurred by the Company for special measures taken for the traveler based on the notification in the preceding paragraph shall be borne by the traveler.

#### (Refusal to Conclude Contract)

Article 7 The Company may refuse to conclude a custom-made tour contract in any of the following cases:

- a. When the traveler is likely to cause inconvenience to other travelers or hinder the smooth implementation of group activities.
- b. When attempting to conclude a communication contract, if the traveler's credit card is invalid or otherwise unable to settle part or all of the obligations related to the travel expenses, etc., in accordance with the card membership agreement of the affiliated company.
- c. When the traveler is recognized as a member of an organized crime group, a quasi-member of such a group, an associate of such a group, a company associated with such a group, a corporate extortionist, or any other antisocial force.
- d. When the traveler engages in violent demands, unreasonable demands, threatening words or actions, or the use of violence in relation to transactions with the Company, or acts equivalent to these.
- e. When the traveler spreads rumors, uses deceit or force to damage the Company's reputation or obstruct its business, or engages in similar acts.
- f. When there are other operational reasons on the part of the Company.

#### (Time of Contract Formation)

Article 8 A Customized Travel Contract shall be formed when the Company accepts the conclusion of the contract and receives the application fee specified in Article 6, Paragraph 1.

2. Notwithstanding the provisions of the preceding paragraph, a mail-order contract shall be concluded when the traveler receives notification that the Company has accepted the contract.

#### (Delivery of Contract Documents)

Article 9 The Company shall promptly deliver to the traveler, after the formation of the contract as stipulated in the preceding Article, a written document (hereinafter referred to as the "Contract Document") detailing the travel itinerary, the content of travel services, the travel price, other travel conditions, and matters concerning the Company's liability.

2. If the Company has specified the planning fee amount in the planning document under Article 5, Paragraph 1, it shall specify that amount in the Contract Document under the preceding paragraph.
3. The scope of travel services for which the Company is obligated to arrange and manage the itinerary under a Customized Travel Contract shall be as stated in the Contract Document referred to in Paragraph 1.

#### (Confirmation Document)

Article 10 If the confirmed travel itinerary or the names of transportation or lodging facilities cannot be stated in the Contract Document referred to in Paragraph 1 of the preceding Article, the Contract Document shall list the names of the lodging facilities to be used and the transportation facilities important to the travel plan in a limited manner. After delivering the Contract Document, the Company shall provide a document stating the confirmed status (hereinafter referred to as the "Confirmation Document") by the date specified in the Contract Document, which shall be the day before the travel

start date (or, if the application for the Customized Travel Contract is made on or after the seventh day prior to the travel start date, the day before the travel start date).

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

3. Upon delivery of the confirmation document under Paragraph 1, the scope of travel services for which the Company bears the obligation to arrange and manage the itinerary pursuant to the provisions of Paragraph 3 of the preceding article shall be specified as stated in said confirmation document.

#### (Methods Utilizing Information and Communications Technology)

Article 11 The Company may, with the traveler's prior consent, use methods utilizing information and communication technology to deliver the planning document, a document provided to the traveler when concluding a made-to-order package tour contract, a contract document, or a confirmation document, the Company shall confirm that the items to be recorded in said documents (hereinafter referred to as "recorded items" in this Article) have been recorded in a file provided on the communication device used by the traveler.

2. In the case described in the preceding paragraph, if the communication device used by the traveler does not have a file equipped for recording the required information, the required information shall be recorded in a file equipped on the communication device used by the Company (limited to one exclusively for the use of that traveler), and the traveler's viewing of the required information shall be confirmed.

#### (Travel Price)

Article 12 The traveler must pay the travel price specified in the contract document to the Company by the date specified in the contract document prior to the travel commencement date.

2. When a communication contract is concluded, the Company shall receive payment of the travel price specified in the contract document via the card of an affiliated company without requiring the traveler's signature on the prescribed slip. Furthermore, the card usage date shall be deemed the date of establishment of the travel contract.

## Chapter 3—Contract Changes

#### (Changes to Contract Details)

Article 13 The traveler may request the Company to change the travel itinerary, the content of travel services, or other aspects of the customized package tour contract (hereinafter referred to as the "Contract Details"). In such cases, the Company shall accommodate the traveler's request to the extent possible.

2. The Company shall not be liable for any changes to the Contract Details due to force majeure, war, riots, suspension of travel services by transportation or lodging providers, orders from government

agencies, provision of transportation services not following the original itinerary, or other reasons beyond the Company's control, the Company may change the Contract Details when unavoidable to ensure the safe and smooth execution of the trip. The Company shall promptly explain to the Traveler the reasons why the cause is beyond its control and the causal relationship with the cause. However, in urgent cases where unavoidable, the explanation may be provided after the change.

#### (Changes to Travel Price Amount)

Article 14 Regarding the transportation carriers used in implementing a custom-planned tour, if the applicable fares and charges (hereinafter referred to as "Applicable Fares and Charges" in this Article) become significantly increased or decreased beyond the level normally anticipated, compared to the Applicable Fares and Charges publicly announced as valid at the time the planning document for the Customized Package Tour was provided, due to significant changes in economic conditions or other reasons, the Company may increase or decrease the travel price within the range of such increase or decrease.

2. When increasing the travel price pursuant to the preceding paragraph, the Company shall notify the traveler of this fact no later than the fifteenth day prior to the travel commencement date, counting backward from the day before the travel commencement date.

3. When a reduction in the applicable fares and charges specified in paragraph 1 occurs, the Company shall reduce the travel price by the amount of the reduction in accordance with the provisions of the said paragraph.

4. If a change to the contract terms based on the preceding article results in a decrease or increase in the costs required to implement the travel (including cancellation fees, penalty fees, or other costs already paid or to be paid for travel services not received due to the contract change), except when the cost increase is due to a shortage of seats, rooms, or other facilities at transportation or lodging providers despite their provision of the travel service, the Company may adjust the travel price within the scope of such change at the time of the contract amendment.

5. If the contract document states that the travel price varies based on the number of persons using transportation or lodging facilities, and if the number of persons changes after the conclusion of the Customized Travel Contract due to reasons not attributable to us, we may change the travel price amount as stated in the contract document.

#### (Substitution of Traveler)

Article 15 A traveler who has concluded a Customized Travel Contract with us may transfer their contractual status to a third party with our consent.

2. When seeking the Company's consent as stipulated in the preceding paragraph, the traveler must submit the Company's prescribed form, completed with the required information, along with the prescribed fee amount, to the Company.

3. The transfer of contractual status under Paragraph 1 shall take effect upon our consent. Thereafter, the third party who assumes the traveler's status under the travel contract shall succeed to all rights and obligations pertaining to the traveler's customized travel contract.

## Chapter 4— Cancellation of the Contract

### (Traveler's Right to Cancel)

Article 16 The Traveler may cancel the Customized Travel Contract at any time by paying the cancellation fee specified in Appendix Table 1 to the Company. When canceling a contract made by mail, the Company shall receive the cancellation fee via the affiliated company's card without requiring the Traveler's signature on the designated form.

2. Notwithstanding the provisions of the preceding paragraph, the traveler may cancel the Customized Travel Contract without paying a cancellation fee prior to the commencement of the trip in any of the following cases:

- a. When the Company changes the contract content. However, this applies only when the change is one listed in the upper column of Appendix Table 2 or another significant change.
- b. When the travel price is increased based on the provisions of Article 14, Paragraph 1.
- c. When natural disasters, wars, riots, suspension of travel services by transportation or lodging providers, government orders, or other reasons occur, making the safe and smooth execution of the trip impossible or highly likely to become impossible.
- d. When the Company fails to deliver the confirmation document to the traveler by the date specified in Article 10, Paragraph 1 ; or
- e. When the implementation of the travel itinerary as stated in the contract document becomes impossible due to reasons attributable to our company.

3. Notwithstanding the provisions of Paragraph 1, if, after the commencement of the trip, the traveler is unable to receive the travel services specified in the contract document for reasons not attributable to the traveler, or if the Company notifies the traveler to that effect, the traveler may cancel the portion of the contract for the travel services that cannot be received without paying a cancellation fee.

4. In the case of the preceding paragraph, the Company shall refund to the traveler the portion of the travel price corresponding to the travel service that could no longer be received. However, if the case of the preceding paragraph is not attributable to the Company, the Company shall refund to the traveler the amount remaining after deducting from the aforementioned amount any cancellation fees, penalty fees, or other expenses already paid or to be paid in relation to the travel service.

### (Our Right to Cancel the Contract - Cancellation Before Travel Commences)

Article 17 The Company may cancel a Customized Travel Contract before the commencement of the trip by explaining the reasons to the traveler in any of the following cases:

- a. When the traveler is deemed unable to endure the trip due to illness, absence of necessary caregivers, or other reasons.
- b. When the traveler is deemed likely to cause inconvenience to other travelers or hinder the smooth operation of the group tour.
- c. When the traveler demands a burden exceeding a reasonable scope regarding the contract terms.

- d. When there is a high probability that essential conditions for the trip, such as the required snowfall for a ski trip, which were explicitly stated at the time of contract conclusion, will not be met.
- e. When natural disasters, wars, riots, suspension of travel services by transportation or lodging providers, government orders, or other circumstances beyond our control occur, making it impossible or highly likely to be impossible to safely and smoothly carry out the trip according to the itinerary stated in the contract.
- f. When a communication contract has been concluded, and the traveler becomes unable to settle part or all of the debt related to the travel price, etc., in accordance with the card member agreement of the affiliated company, such as when the traveler's credit card becomes invalid; or
- g. When it is determined that the traveler falls under any of the provisions of Article 7, Item c through e.

2. If the traveler fails to pay the travel price by the date specified in the contract document under Article 12, Paragraph 1, the traveler shall be deemed to have canceled the Customized Travel Contract on the day following that date. In this case, the traveler must pay the Company a penalty fee equivalent to the cancellation fee specified in Paragraph 1 of the preceding article.

#### (The Company's Right to Cancel - Cancellation After Travel Commences)

Article 18 The Company may cancel part of the Customized Travel Contract after the commencement of the trip by explaining the reasons to the traveler in any of the following cases:

- a. When the traveler cannot endure continuing the trip due to illness, absence of necessary caregivers, or other reasons.
- b. When the traveler disrupts the discipline of group activities by violating the Company's instructions given by the tour conductor or other personnel necessary for the safe and smooth implementation of the trip, or by committing assault or threats against such personnel or other accompanying travelers, thereby hindering the safe and smooth implementation of the trip.
- c. When it is determined that the traveler falls under any of the provisions of Article 7, Items c through e; or
- d. When natural disasters, wars, riots, suspension of travel services by transportation or lodging providers, government orders, or other circumstances beyond our control occur, making continuation of the trip impossible.

2. When the Company cancels a Customized Travel Contract based on the provisions of the preceding paragraph, the contractual relationship between the Company and the traveler shall terminate only prospectively. In such a case, the Company's obligations regarding travel services already provided to the traveler shall be deemed to have been validly discharged.

3. In the case described in the preceding paragraph, the Company shall refund to the traveler the amount corresponding to the portion of the travel price relating to travel services not yet provided to the traveler, minus any cancellation fees, penalty charges, or other expenses already paid or to be paid in relation to those travel services.

#### (Refund of Travel Costs)

Article 19 When the travel price is reduced pursuant to the provisions of Article 14, Paragraphs 3 through 5, or when a refund amount becomes due to the traveler pursuant to the provisions of the

preceding three articles and a Customized Travel Contract is terminated pursuant to the provisions of the preceding three Articles, the Company shall refund the amount due to the Traveler. For refunds due to termination before the commencement of the trip, the Company shall refund the amount within seven days from the day following the termination. For refunds due to a reduction in the Travel Price or termination after the commencement of the trip, the Company shall refund the amount within thirty days from the day following the travel end date stated in the contract document.

2. If the Company has concluded a communication contract with the traveler, and if the travel price is reduced pursuant to the provisions of Article 14, paragraphs 3 through 5, or if the communication contract is canceled pursuant to the provisions of the preceding three articles, and if an amount to be refunded to the traveler arises, the Company shall refund the traveler the amount in accordance with the card member agreement of the affiliated company. In such cases, the Company shall notify the traveler of the amount to be refunded within seven days from the day following the cancellation for refunds due to cancellation before the trip commences, or within thirty days from the day following the travel end date specified in the contract document for refunds due to a reduction or cancellation after the trip commences. The date the Company provides such notification to the traveler shall be deemed the card usage date.

3. The provisions of the preceding two paragraphs shall not prevent the traveler or the Company from exercising their right to claim damages as provided for in Article 28 or Article 31, Paragraph 1.

(Arrangements for Return Travel After Contract Cancellation)

Article 20 When the Company cancels a Customized Travel Contract after the commencement of travel pursuant to the provisions of Article 18, Paragraph 1, Item a or Item d, the Company shall, upon the traveler's request, undertake the arrangement of travel services necessary for the traveler to return to the departure point of said travel.

2. In the case of the preceding paragraph, all expenses required for the travel back to the point of departure shall be borne by the traveler.

## Chapter 5— Group Contracts

(Group Contracts)

Article 21 The Company shall apply the provisions of this Chapter to the conclusion of a Customized Travel Contract applied for by multiple travelers traveling the same itinerary simultaneously who have designated a responsible representative (hereinafter referred to as the "Contract Representative").

(Contract Representative)

Article 22 Unless otherwise agreed, the Company shall deem the Contract Representative to have full agency authority regarding the conclusion of Customized Travel Contracts for all travelers constituting the group (hereinafter referred to as "Members"). Transactions concerning travel services for said group and the services specified in Article 26, Paragraph 1 shall be conducted with said Contract Representative.

2. The Contract Representative must submit a roster of Members to the Company by the date specified by the Company.
3. The Company shall not be liable for any debts or obligations that the Contract Representative currently owes to the Members or is foreseeably obligated to owe in the future.
4. If the Contract Representative does not accompany the group, the Company shall, after the commencement of the trip, deem a member of the group designated in advance by the Contract Representative to be the Contract Representative.

(Special Provisions for Contract Formation)

Article 23 When concluding a Customized Travel Contract with the Contract Representative, the Company may accept the conclusion of the Customized Travel Contract without receiving payment of the application fee, notwithstanding the provisions of Article 6, Paragraph 1. 2. When concluding a Customized Travel Contract without receiving an application deposit based on the preceding paragraph, the Company shall deliver a written notice stating this fact to the Contract Representative. The Customized Travel Contract shall be deemed concluded when the Company delivers said written notice.

## Chapter 6—Itinerary Management

(Itinerary Management)

Article 24 The Company shall endeavor to ensure the safe and smooth implementation of the traveler's trip and shall perform the following duties for the traveler. However, this shall not apply if the Company has concluded a special agreement with the traveler that differs from this.

- a. When it is deemed likely that a traveler may be unable to receive travel services during the trip, take necessary measures to ensure the traveler can reliably receive the travel services stipulated in the Customized Travel Contract; and
- b. If, despite taking the measures in the preceding item, it becomes unavoidable to change the contract content, arrange for substitute services. In such cases, when changing the travel itinerary, endeavor to ensure the revised itinerary aligns with the original itinerary's purpose; when changing the content of travel services, endeavor to ensure the revised services are equivalent to the original services; and strive to minimize changes to the contract content.

(Company Instructions)

Article 25 During the period from the commencement to the conclusion of the tour, travelers must comply with the Company's instructions for the safe and smooth execution of the tour when acting as a group.

(Duties of Tour Escorts, etc.)

Article 26 Depending on the nature of the tour, the Company may have a tour conductor or other personnel accompany the group to perform all or part of the duties listed in each item of Article 24,

as well as other duties deemed necessary by the Company in connection with the customized package tour.

2. The working hours for the tour conductor or other personnel referred to in the preceding paragraph shall, in principle, be from 8:00 AM to 8:00 PM.

#### (Protective Measures)

Article 27 The Company may take necessary measures when it determines that a traveler during the trip is in a state requiring protection due to illness, injury, etc. In such cases, if the cause is not attributable to the Company, the costs incurred for such measures shall be borne by the traveler, and the traveler must pay such costs by the date and in the manner specified by the Company.

## Chapter 7—Liability

### (Liability of the Company)

Article 28 The Company shall be liable to compensate the traveler for damages caused by the Company or any agent acting on behalf of the Company pursuant to the provisions of Article 4 (hereinafter referred to as the "Arrangement Agent") through intentional acts or negligence during the performance of a Customized Travel Contract. However, this liability applies only if notice is given to the Company within two years from the day following the occurrence of the damage.

2. The Company shall not be liable for damages suffered by the traveler due to natural disasters, wars, riots, suspension of travel services by transportation or lodging providers, orders from government agencies, or other causes beyond the control of the Company or its Arrangement Agent, except as provided in the preceding paragraph.

3. Regarding damage to luggage under Paragraph 1, notwithstanding the provisions of that paragraph, the Company shall compensate up to ¥150,000 per traveler only if notice is given to the Company within fourteen days for domestic travel or within twenty-one days for overseas travel, starting from the day following the occurrence of the damage (except where the Company acted with intent or gross negligence).

### (Special Compensation)

Article 29 Regardless of whether our liability under Paragraph 1 of the preceding Article arises, we shall pay compensation and condolence money in predetermined amounts for certain damages incurred by a traveler to their life, body, or baggage during participation in a customized package tour, as stipulated in the attached Special Compensation Regulations.

2. When the Company is liable for damages under the provisions of Paragraph 1 of the preceding Article, the compensation payable by the Company under the preceding paragraph shall be deemed to be the amount of damages payable based on that liability, up to the limit of the damages payable under that liability.

3. In the case prescribed in the preceding paragraph, our obligation to pay compensation under the provisions of paragraph 1 shall be reduced by an amount equivalent to the damages we are required

to pay under the provisions of paragraph 1 of the preceding article (including compensation deemed to be damages under the provisions of the preceding paragraph).

4. For package tours conducted by the Company for travelers participating in its customized package tours, for which separate tour fees are collected, such package tours shall be treated as part of the customized package tour contract.

(Itinerary Guarantee)

Article 30 Should a significant change to the contract content listed in the upper column of Schedule II occur (excluding changes listed in the following items, except those arising from insufficient seats, rooms, or other facilities provided by transportation or lodging providers despite their provision of the travel service), the Company shall pay change compensation equal to or greater than the amount obtained by multiplying the travel fee by the rate specified in the lower column of the same table within thirty days from the day following the travel completion date. However, this shall not apply if it is clear that the Company bears responsibility for the change under the provisions of Article 28, Paragraph 1.

a. Changes due to the following reasons:

(1) Natural disasters;

(2) War;

(3) Riots;

(4) Government Orders;

(5) Suspension of travel services by transportation, lodging;

(6) Offering a transportation service which does not follow the original travel plan; or

(10) Measures necessary to ensure the safety of participants' lives or bodies.

b. Changes pertaining to the modified portion when a Customized Travel Contract is modified based on the provisions of Article 13, Paragraph 1, and changes pertaining to the canceled portion when a Customized Travel Contract is canceled based on the provisions of Articles 16 through 18.

2. The amount of change compensation payable by the Company shall be limited to an amount calculated by multiplying the travel price by a rate of 15% or more per person per customized travel plan, as determined by the Company. Furthermore, if the amount of change compensation payable per person per customized travel plan is less than one thousand yen, the Company shall not pay change compensation.

3. If, after the Company has paid change compensation under the provisions of Paragraph 1, it becomes clear that the Company bears liability for the change under the provisions of Article 28, Paragraph 1, the traveler must return the change compensation related to that change to the Company. In this case, the Company shall pay the balance remaining after offsetting the amount of damages the Company is required to pay under the provisions of the same paragraph against the amount of change compensation the traveler is required to return.

## (Responsibility of the Traveler)

Article 31 If the Company suffers damage due to the intentional act or negligence of a traveler, that traveler shall compensate for the damage.

2. When concluding a Customized Travel Contract, the traveler must endeavor to understand the content of the contract, including their rights and obligations, by utilizing the information provided by the Company.

3. After the commencement of the trip, in order to smoothly receive the travel services specified in the contract documents, if the traveler becomes aware that travel services different from those specified in the contract documents are being provided, the traveler must promptly notify the Company, the Company's agent, or they recognize that travel services provided differ from those in the contract document, they must promptly notify the Company, the Company's agent, or the provider of the travel service concerned at the travel destination.

## Chapter 8—Business Guarantee Deposit

(In Cases of Not Being a Guarantee Member of the Travel Industry Association)

### (Business Guarantee Deposit)

Article 32 Travelers or members who have concluded a Customized Travel Contract with the Company may receive payment for claims arising from such transactions from the business security deposit that the Company has deposited pursuant to the provisions of Article 7, Paragraph 1 of the Travel Agency Act.

2. The name and location of the depository where the Company has deposited the business security deposit are as follows:

a. Name

b. Location

## Chapter 8—Compensation Guarantee Fund

(In Cases of Being a Guarantee Member of the Travel Industry Association)

### (Settlement Guarantee Fund)

Article 32 The Company is a Guarantee Member of the\_\_\_\_(Name)\_\_\_\_Travel Industry Association (located at\_\_\_\_\_(Adress)\_\_\_\_\_Tokyo).

2. Travelers or members who have concluded a custom-made travel contract with our company may receive compensation up to\_\_\_\_\_from the repayment guarantee deposit held by the General Incorporated Association Travel Industry Association mentioned in the preceding paragraph, regarding claims arising from that transaction.

3. Based on the provisions of Article 49, Paragraph 1 of the Travel Agency Act, the Company has paid the Guarantee Fund Contribution to the General Incorporated Association Travel Industry Association and therefore has not deposited a business guarantee deposit based on Article 7, Paragraph 1 of the same Act.

Schedule I –Cancellation Fees (Related to Article 16, Paragraph 1)

1. Cancellation fees related to Domestic Trip

Classification	Cancellation Fee
a. Order-Taking Type Package Tour Contract excluding the following column b	
(1) In a case other than the following cases from (2) through (6) (but limited to cases where we have specified the amount of the Planning Charge in the Contract Document)	Amount equal to the Planning Charge
(2) In cases where the Contract is cancelled on or after the 20th day (the 10th day in the case of a day trip) from the day immediately preceding the starting day of the Tour (except the following cases from (3) through (6))	Up to 20% of the Tour Price
(3) In cases where the Contract is cancelled on or after the 7th day prior to the starting day of the Tour (except in the following cases from (4) through (6)).	Up to 30% of the Tour Price
(4) In cases where the Contract is cancelled on the day immediately before the starting day of the Tour.	Up to 40% of the Tour Price
(5) In cases where the Contract is cancelled on the starting day of the Tour (except in the following case (6)).	Up to 50% of the Tour Price
(6) In cases where the Contract is cancelled after the start of the Tour or the traveler does not participate in the Tour without notice (no show).	Up to 100% of the Tour Price
b. Order-Taking Type Organized Tour Contract with the use of a chartered vessel	Based on the rules of the cancellation fee for said vessel
<p>Remark: ① The amount of the cancellation fee shall be specified in the Contract Document.</p> <p>② In applying this Schedule, “After the Start of the Tour” refers to after “The time when the traveler starts receiving the service” stipulated in the Article 2, paragraph 3 of the Rules of Special Indemnity as attached hereto.</p>	

2. Cancellation Fee related to Overseas Trip

Classification	Cancellation Fee
a. Order-Taking Type Organized Tour Contract with the use of an aircraft when leaving Japan or returning to Japan (excluding Tour Contracts specified in the following column b.)	
(1) In a case other than the following cases from (2) through (4) (but limited to the cases where we have specified the amount of the Planning Charge in the Contract Document)	Amount equal to the Planni ng Charge
(2) In cases where the Contract is cancelled on or after the 30th day from the day immediately preceding the starting day of the Tour (except the following cases from (3) through (4)).	Up to 20% of the Tour Price
) In cases where the Contract is cancelled no earlier than two days before the starting day of the Tour (except in the case described in (4) below).	Up to 50% of the Tour Price
) In cases where the Contract is cancelled after the start of the Tour or the traveler does not participate in the Tour without notice (no show).	Up to 100% of the Tour Price
b. Order-Taking Type Organized Tour Contract with the use of a chartered aircraft	



Schedule II - Monetary Indemnity for Alterations (related to Article 30, paragraph 1)

Alterations Requiring Payment of Indemnity	Percentage per Case (%)	
	Prior to the start of the Tour	After the start of the Tour
(1). Alterations to the starting or final days of the Tour described in the Contract Document	1.5	3.0
(2). Alterations to sightseeing locations or facilities (including restaurants) and other destinations of the Tour	1.0	2.0
(3). Alterations to the class or facilities of transportation facilities to those of lower rates than those described in the Contract Document (but limited only to cases where the total charged amount for altering the said class and facilities falls below the total amount for that as specified in the Contract Document)	1.0	2.0
(4). Alterations to the class of the transportation facilities or in the names of companies as specified in the Contract Document	1.0	2.0
(5). Alterations to different flights at the departure airport or destination airport in Japan from those as specified in the Contract Document	1.0	2.0
(6). Alterations/additions to connecting or indirect flights as needed to supplement/replace direct flights scheduled to fly between Japan and outside of Japan as specified in the Contract Document	1.0	2.0
(7). Alterations of the type or name of accommodation facilities as specified in the Contract Document	1.0	2.0
(8). Alterations to the conditions of guest rooms of accommodation facilities as specified in the Contract Document, such as the type of guest rooms, equipment, scenery, etc.	1.0	2.0

Note 1. "Prior to the Start of the Tour" shall refer to cases where the Traveler has been notified of the relevant alteration, no later than the day prior to the starting day of the Tour, and "After the Start of the Tour" shall refer to cases where the Traveler has been notified of the relevant alteration on or after the starting day of the Tour.

Note 2. When the Determinate Document has been delivered, this Schedule shall be applied after the "Contract Document" is read as the "Determinate Document" instead. In such a case, if any alterations take place between the described contents of the Contract Document and the described contents of the Determinate Document, or between the described content of the Determinate Document and the contents of the service actually offered, respective alterations shall be treated as a single case.

Note 3. In cases where transport facilities related to the alterations described in (c) or (d) above involve the use of accommodation facilities, each overnight stay shall be treated as a single case.

Note 4. Alterations in the names of the companies operating transport facilities under (d) above will not be applicable in cases where such alterations involve changes to a higher class or more sophisticated facilities.

Note 5. Even if the alterations described in (d), (g), or (h) above take place in multiple cases during one trip on a transport vehicle, or one overnight stay, each trip or overnight stay shall be treated as a single case respectively.

## Exhibit

### Special Compensation Regulations

#### Chapter 1 — Payment of Compensation, etc.

##### (The Company's Liability for Payment)

Article 1 The Company shall pay death compensation, permanent disability compensation, hospitalization allowance, and outpatient treatment allowance (hereinafter collectively referred to as "Compensation") to the traveler or their legal heirs, in accordance with the provisions of this Chapter through Chapter 4, when a traveler participating in a package tour organized by the Company suffers bodily injury due to a sudden and accidental external incident (hereinafter referred to as an "Accident") during their participation in said package tour.

2. The injury referred to in the preceding paragraph includes poisoning symptoms that arise suddenly upon accidental and simultaneous 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, it does not include bacterial food poisoning.

(Definitions of Terms)

Article 2 In these regulations, "planned tour" means that defined in Article 2, Paragraph 1 of the Standard Travel Agency Terms and Conditions for Package Tour Contracts and Article 2, Paragraph 1 of the Standard Travel Agency Terms and Conditions for Customized Tour Contracts.

2. In these Regulations, "during participation in a package tour" means the period from the time the traveler begins receiving the first transportation, lodging, or other service provided under the itinerary of the package tour, using tickets or similar items arranged in advance by the Company for the purpose of participating in the package tour, until the time the traveler completes receiving the last transportation, lodging, or other service provided under said itinerary. However, if a traveler departs from the predetermined itinerary of the package tour and has notified us in advance of the scheduled departure and return dates, the period from the time of departure until the scheduled return time shall be considered "participation in the package tour." Furthermore, if the traveler departs without notifying the Company in advance of the scheduled departure and return dates and times, or departs without a scheduled return date, the period from the time of departure until the time of return, or from the time of departure onwards, shall not be considered "participation in the package tour." Furthermore, if the itinerary for the package tour includes a day on which the traveler does not receive any services from transportation or lodging providers arranged by our company (based on the standard time at the travel destination), and the contract document clearly states this fact and that compensation and condolence payments under these regulations will not be made for damages suffered by the traveler due to accidents occurring on that day, then that day shall not be considered "participation in the package tour."

3. The "time when the traveler begins receiving the service" referred to in the preceding paragraph means any of the following times:

a. When a tour conductor, our employee, or agent handles check-in, the time check-in is completed.

b. When the reception described in the preceding item is not performed, the time when the first transportation or lodging provider, etc. is

(1) an aircraft: When baggage inspection, etc., is completed within the airport premises accessible only to passengers;

(2) a ship: upon completion of boarding procedures;

(3) a railroad: upon completion of ticket inspection or, if ticket inspection is not conducted, upon boarding the train;

(4) a vehicle: At the time of boarding;

(5) a lodging facility: upon entering the facility; or

(6) a facility other than a lodging facility, at the time of completing the usage procedures for the facility.

4. The phrase "when the provision of the service is completed" in paragraph 2 means any of the following times:

a. When a tour conductor, our employee, or agent announces the dissolution of the group: the time of such announcement

b. When the notification of dissolution under the preceding item is not made, the time when the last transportation or lodging provider, etc. is

(1) an aircraft: When the passenger exits the airport premises accessible only to passengers;

(2) a ship: upon disembarkation;

(3) a railroad: At the end of ticket inspection, or if ticket inspection is not conducted, upon disembarking the train

(4) a vehicle: When disembarking

(5) a lodging facility: upon departure from the facility; or

(6) a facility other than a lodging facility, upon exiting the facility.

## Chapter 2—Cases Where Compensation, etc. Is Not Paid

(Cases Where Compensation, etc. Is Not Paid - Part One)

Article 3 The Company shall not pay compensation, etc., for injuries arising from the reasons listed in the following items:

a. The intentional act of the traveler. However, this shall not apply to injuries sustained by persons other than the traveler in question;

b. The intentional act of the person entitled to receive death compensation. However, this shall not apply to the portion of the death compensation payable to that person if they are a beneficiary of only part of the death compensation. this shall not apply to the amount payable to other persons;

c. The traveler's suicide, criminal act, or act of combat. However, this shall not apply to injuries sustained by persons other than the traveler;

d. An accident occurring while the traveler is driving an automobile or motorized bicycle without the legally required driving qualifications, or while intoxicated and unable to drive normally. However, this shall not apply to injuries sustained by persons other than the traveler;

- e. Accidents occurring while the traveler intentionally commits an act in violation of laws and regulations, or while receiving services provided in violation of laws and regulations. However, this does not apply to damages suffered by persons other than the traveler;
  - f. Accidents caused by the traveler's brain disease, illness, or insanity. However, this does not apply to injuries sustained by persons other than the traveler;
  - g. The traveler's pregnancy, childbirth, premature birth, miscarriage, or surgical procedures and other medical treatments. However, this does not apply when treating injuries for which our company is liable;
  - h. Accidents occurring during the execution of a criminal sentence, detention, or imprisonment of the traveler;
  - i. War, foreign use of force, revolution, seizure of government, civil war, armed rebellion, or other similar events or riots (in these provisions, this refers to a state where the actions of a crowd or group of persons significantly disrupt public peace in the entire nation or a part thereof, and is deemed a serious situation for maintaining public order);
  - j. Accidents caused by the radioactive, explosive, or other hazardous properties of nuclear fuel material (including spent fuel; the same applies hereinafter) or items contaminated by nuclear fuel material (including fission products), or by accidents resulting from these properties;
  - k. An accident arising in conjunction with the causes specified in the preceding two items, or an accident arising from disorder caused by such accidents; or
  - l. Radiation exposure or radioactive contamination other than that specified in item "j" above
2. The Company shall not pay compensation, etc., for cervical syndrome (so-called "whiplash injury") or low back pain without objective symptoms, regardless of the cause.

(Cases Where Compensation, etc. Will Not Be Paid - Part 2)

Article 4 In addition to the provisions of the preceding Article, the Company shall not pay compensation, etc., for injuries arising from the reasons listed in the following items in the case of package tours intended for domestic travel:

- a. Earthquakes, volcanic eruptions, or tsunamis; or
- b. Accidents occurring in connection with the causes listed in the preceding item, or accidents arising from the resulting disruption of public order.

(Cases Where Compensation, etc. Will Not Be Paid- Part 3)

Article 5 The Company shall not pay compensation, etc., for injuries listed in the following items unless the act specified in each item is included in the itinerary of the package tour predetermined by the Company. However, if the act specified in each item is included in the itinerary, compensation, etc., shall also be paid for injuries caused by similar acts occurring during participation in the package tour outside the itinerary:

- a. Injuries sustained while the traveler is engaged in sports activities specified in Schedule I .
- b. Injuries sustained while the traveler is participating in competitions, races, or performances (including practice) involving automobiles, motorcycles, or motorboats, or during test drives (meaning driving or operation for the purpose of performance testing). However, compensation shall be paid for injuries sustained while performing these activities on public roads using an automobile or motorcycle, even if not included in the itinerary of the package tour; or
- c. Injuries sustained while the traveler is piloting an aircraft other than one operated by an air carrier on a scheduled route (regardless of whether it is a scheduled or non-scheduled flight).

(Cases Where Compensation, etc. Will Not Be Paid - Item 4)

Article 5- 2 The Company may not pay compensation, etc., if the traveler or the person entitled to receive death compensation falls under any of the following items. However, if that person is a partial recipient of the death compensation, this shall not apply to the amount to be received by the other person.

- a. If it is recognized as belonging to organized crime groups, organized crime group members, quasi-members of organized crime groups, companies associated with organized crime groups, or other antisocial forces (hereinafter referred to as "Antisocial Forces").
- b. If it is recognized as providing funds or other benefits to antisocial forces, or otherwise being involved with them.
- c. If it is recognized as improperly utilizing antisocial forces; or
- d. If it is recognized as having other socially reprehensible relationships with antisocial forces.

### Chapter 3—Types and Amounts of Compensation

(Payment of Death Compensation)

Article 6 If a traveler suffers an injury as defined in Article 1 and dies within 180 days of the accident as a direct result thereof, the Company shall pay death compensation to the traveler's legal heirs in the amount of 25 million yen per traveler for package tours intended for overseas travel, or 15 million yen per traveler for package tours intended for domestic travel (hereinafter referred to as the "Compensation Amount"). However, if disability compensation has already been paid for the traveler, the Company shall pay the balance of the Compensation Amount after deducting the amount already paid.

(Payment of Permanent Disability Compensation)

Article 7 If a traveler suffers an injury as defined in Article 1 and, as a direct result thereof, develops a permanent disability (meaning a significant impairment of bodily function that cannot be restored in the future or the loss of a part of the body, occurring after the injury causing it has healed; the same shall apply hereinafter) within 180 days from the date of the accident, the Company shall pay

the traveler a permanent disability compensation amount equal to the Compensation Amount multiplied by the rate specified in each item of ScheduleII per traveler.

2. Notwithstanding the preceding paragraph, if the traveler requires treatment for more than 180 days from the date of the accident, the Company shall determine the degree of permanent disability based on a physician's diagnosis on the 181st day after the accident and pay the permanent disability compensation.

3. For permanent disabilities not listed in the items of ScheduleII, the amount of permanent disability compensation shall be determined according to the degree of physical disability and in accordance with the classifications of the items of ScheduleII, regardless of the traveler's occupation, age, social status, etc. However, no compensation for permanent disability shall be paid for impairments that do not reach the level of functional impairment listed in Items 1(3), 1(4), 2(3), 4(4), and 5(2) of scheduleII.

4. If two or more permanent disabilities result from the same accident, the Company shall apply the preceding three paragraphs to each disability and pay the total amount. However, for permanent disabilities of the upper limbs (arms and hands) or lower limbs (legs and feet) as specified in Items 7, 8, and 9 of ScheduleII, the compensation amount for each limb shall be limited to 60% of the total compensation amount.

5. The amount of permanent disability compensation payable by the Company under the preceding paragraphs shall be limited to the compensation amount per traveler per package tour.

#### (Payment of Hospitalization Condolence Money)

Article 8 If a traveler suffers an injury as defined in Article 1 and, as a direct result thereof, becomes unable to engage in their usual work or lead their usual life, and requires hospitalization (meaning admission to a hospital or clinic for treatment under constant medical supervision when treatment at home or elsewhere is difficult due to the necessity of medical treatment by a physician; hereinafter the same shall apply in this Article), the Company shall pay hospitalization allowance to the traveler for the number of days hospitalized (hereinafter referred to as "hospitalization days") according to the following categories. The same shall apply hereinafter in this Article.) The Company shall pay hospitalization benefits to the traveler for the number of days hospitalized (hereinafter referred to as "hospitalization days") according to the following categories:

a. For package tours intended for overseas travel:

(1) When suffering an injury requiring hospitalization for 90 days or more. 400,000 yen;

(2) When the injury requires hospitalization for 90 days or more but less than 180 days: 200,000 yen;

(3) When the injury requires hospitalization for 7 days or more but less than 90 days: 100,000 yen;  
or

(4) When the injury requires hospitalization for less than 7 days. ¥40,000

b. For package tours intended for domestic travel:

(1) When suffering an injury requiring hospitalization for 180 days or more: ¥200,000;

(2) When suffering an injury requiring hospitalization for 90 days or more but less than 180 days: ¥100,000;

(3) When suffering an injury requiring hospitalization for 7 days or more but less than 90 days: ¥50,000; or

(4) When suffering an injury requiring hospitalization for less than 7 days: ¥20,000

2. Even if the traveler is not hospitalized, if they fall under any item in Schedule III and receive medical treatment from a physician, the period during which they are in that state shall be deemed as hospitalization days for the purposes of applying the provisions of the preceding paragraph.

3. Should the Company be required to pay both hospitalization benefits and death compensation, or hospitalization benefits and disability compensation, for a single traveler, it shall pay the total amount.

(Payment of Outpatient Visit Allowance)

Article 9 The Company shall pay an outpatient visit allowance to a traveler who suffers an injury as defined in Article 1 and, as a direct result thereof, experiences an impediment to engaging in their usual work or normal daily life, and receives outpatient treatment (meaning treatment by a physician requiring visits to a hospital or clinic, including house calls). The same shall apply hereinafter in this Article.) and the number of days (hereinafter referred to as "Number of Hospitalization Days") reaches three or more, the Company shall pay the traveler a Hospitalization Allowance for the relevant number of days according to the following categories:

a. For package tours intended for overseas travel:

(1) When the injury results in ninety or more days of outpatient treatment: ¥100,000;

(2) When the injury requires outpatient treatment for seven days or more but less than ninety days: ¥50,000; or

(3) When the injury requires outpatient treatment for three days or more but less than seven days: ¥20,000.

b. For package tours intended for domestic travel:

(1) When suffering an injury requiring 90 or more days of outpatient treatment: ¥50,000;

(2) When suffering an injury requiring hospital visits for 7 days or more but less than 90 days: ¥25,000; or

(3) When suffering an injury requiring hospital visits for three days or more but less than seven days: ¥10,000.

2. Even if the traveler does not undergo outpatient treatment, if the Company determines that wearing a cast or similar device at all times as directed by a physician to immobilize an injured area (e.g., a fracture) significantly impedes the traveler's ability to perform their usual work or lead their normal life, the period during which this condition persists shall be deemed as days of outpatient treatment for the purposes of the preceding paragraph.

3. The Company shall not pay the Hospitalization Allowance for hospital visits occurring after the injury has healed to a degree that does not interfere with normal work or daily life.

4. Under no circumstances shall the Company pay the Hospitalization Allowance for hospital visits occurring after 180 days have passed from the date of the accident.

5. Where the Company is required to pay both the Outpatient Care Benefit and the Death Benefit, or both the Outpatient Care Benefit and the Permanent Disability Benefit, for a single Traveler, the Company shall pay the total amount of such benefits.

(Special Provisions Regarding Payment of Hospitalization Allowance and Outpatient Allowance)

Article 10 Notwithstanding the provisions of the preceding two articles, if a traveler has both hospitalization days and outpatient treatment days totaling one day or more, the Company shall pay only the larger amount of the following benefits (or the benefit listed in (1) if the amounts are equal):

(1) The hospitalization condolence payment the Company is obligated to pay for the relevant hospitalization days.

(2) The outpatient visit allowance payable by the Company for the number of days obtained by adding the number of days of outpatient visits (excluding those within the period for which the Company is to pay the hospitalization allowance) to the number of days of hospitalization.

(Presumption of Death)

Article 11 If the traveler remains undiscovered thirty days after the aircraft or vessel on which the traveler was boarding goes missing or is involved in a disaster, the traveler shall be presumed to have died from the injury specified in Article 1 on the date the aircraft or vessel went missing or was involved in the disaster.

(Impact of Other Physical Disabilities or Illnesses)

Article 12 If an injury specified in Article 1 becomes more serious due to the influence of a physical disability or illness already existing when the injury occurred, or due to the influence of an injury or illness occurring after the injury specified in Article 1 and unrelated to the accident causing it, the amount payable shall be determined based on what would have been payable had such influence not existed.

## Chapter 4—Procedures for Reporting Accidents and Claiming Compensation

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

Article 13 When a traveler suffers an injury as defined in Article 1, the Company may request the traveler or the person entitled to receive death compensation to provide an explanation regarding the degree of injury, an outline of the accident causing it, etc., or may request medical examination of the traveler's body or an autopsy of the body. In such cases, the traveler or the person entitled to receive death compensation must cooperate with these requests.

2. If the traveler or the person entitled to receive death compensation suffers an injury as defined in Article 1 due to reasons beyond our knowledge, they must report to us the extent of the injury, a summary of the accident causing it, and other relevant details within thirty days from the date of the accident.

3. If the traveler or the person entitled to receive death compensation fails to comply with the provisions of the preceding two paragraphs without a valid reason recognized by the Company, or if they fail to disclose known facts or provide false information in their explanation or report, the Company shall not pay compensation or benefits.

(Claims for Compensation, etc.)

Article 14 When a traveler or the person entitled to receive death compensation wishes to receive payment of compensation, etc., they must submit to the Company the Company's prescribed claim form for compensation, etc., and the following documents:

a. For Claims for Death Compensation:

- (1) Certified copy of the traveler's family register, certified copy of the legal heir's family register, and seal registration certificate;
- (2) An accident certificate issued by a public authority (or, if unavoidable, a third party); and
- (3) Death certificate or post-mortem examination report for the traveler.

b. For claims for compensation for permanent disability:

(1) Traveler's seal registration certificate;

(2) Accident certificate issued by a public authority (or a third party in unavoidable circumstances); and

(3) Medical certificate from a physician certifying the degree of permanent disability.

c. For hospitalization condolence payment claims:

(1) Accident certificate from a public authority (or a third party if unavoidable);

(2) Medical certificate from a doctor certifying the extent of injury; and

(3) Certification from the hospital or clinic stating the number of days hospitalized or the number of outpatient visits.

d. For claims for outpatient visitation allowance:

(1) Accident certificate issued by a public authority (or a third party if unavoidable);

(2) Doctor's diagnosis certifying the extent of injury; and

(3) Certification from the hospital or clinic stating the number of days hospitalized or the number of outpatient visits;

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

3. If the traveler or the person entitled to receive death benefits violates the provisions of Paragraph 1, or fails to disclose known facts regarding the submitted documents or provides false information, the Company shall not pay compensation, etc.

(Subrogation)

Article 15 Even if the Company pays compensation, etc., the right to claim damages that the traveler or their heirs have against a third party for injuries sustained by the traveler shall not be transferred to the Company.

## Chapter 5—Compensation for Damage to Personal Belongings

(Company's Liability for Payment)

Article 16 The Company shall pay compensation for damage to personal effects (hereinafter referred to as "Compensable Items") under the provisions of this Chapter when a traveler participating in a package tour organized by the Company suffers damage to their personal effects due to an accidental incident occurring during participation in that package tour.

(Cases Where Compensation Is Not Paid - Part 1)

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

- a. The intentional act of the traveler. However, this shall not apply to damage suffered by a person other than the traveler;
- b. The intentional act of a relative sharing the same household as the traveler. However, this shall not apply if the act was not intended to cause the traveler to receive the Damage Compensation.
- c. The traveler's suicide, criminal act, or act of combat. However, this does not apply to damages suffered by persons other than the traveler.
- d. Accidents occurring while the traveler is driving an automobile or motorized bicycle without the legally required driving qualifications, or while intoxicated and unable to drive normally. However, this does not apply to damages suffered by persons other than the traveler.
- e. Accidents occurring while the traveler intentionally commits an act in violation of laws and regulations, or while receiving services provided in violation of laws and regulations. However, this does not apply to damages suffered by persons other than the traveler.
- f. Accidents caused by the exercise of public authority by the state or a public entity, such as seizure, requisition, confiscation, or destruction. However, this excludes cases where such actions were taken as necessary measures for firefighting or evacuation.
- g. Defects in covered items. However, this excludes defects that could not have been discovered even with reasonable care by the traveler or the person managing the covered items on their behalf.
- h. Natural wear and tear, rust, mold, discoloration, rodent damage, insect damage, etc., to the covered property.
- i. Damage that is merely cosmetic and does not impair the functionality of the covered item.
- j. Spillage of liquid covered items. However, this does not apply to damage caused to other covered items as a result of such spillage.
- k. Forgetting or losing the covered item; or
- l. Causes listed in Article 3, Paragraph 1, Items 9 through 12.

2. In addition to the provisions of the preceding paragraph, the Company shall not pay compensation for damages arising from the reasons listed in the following items in the case of package tours intended for domestic travel:

- a. Earthquakes, volcanic eruptions, or tsunamis; or
- b. Accidents occurring in connection with the causes listed in the preceding item, or accidents arising from disturbances of public order accompanying such causes.

(Cases Where Compensation for Damages Will Not Be Paid - Part 2)

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

- a. Being recognized as belonging to antisocial forces;
- b. Being deemed to be involved in providing funds or other benefits to antisocial forces;
- c. Being deemed to improperly utilize antisocial forces;
- d. In the case of a corporation, being deemed to be controlled by an antisocial force or having such a force substantially involved in its management; or
- e. Other circumstances where the entity is deemed to have a socially reprehensible relationship with antisocial forces.

(Compensable Items and Scope)

Article 18 Compensable items are limited to personal belongings owned by the traveler and carried during participation in the planned tour.

2. Notwithstanding the provisions of the preceding paragraph, the following items shall not be included in the items subject to compensation:

- a. Cash, checks, other negotiable instruments, revenue stamps, postage stamps, and the like
- b. Credit cards, coupons, airline tickets, passports, and the like
- c. Manuscripts, design documents, drawings, ledgers, and other similar items (including those recorded on magnetic tapes, magnetic disks, CDROMs, optical disks, or other information media directly processable by information equipment (computers and their peripheral devices such as terminals)).
- d. Vessels (including yachts, motorboats, and boats), automobiles, motorcycles, and their accessories
- e. Mountaineering equipment, exploration equipment, and the like
- f. Dentures, prosthetic limbs, contact lenses, and the like
- g. Animals and plants
- h. Other items designated in advance by the Company

(Amount of Damages and Compensation Payments)

Article 19 The amount of damage for which the Company shall pay compensation (hereinafter referred to as the "Damage Amount") shall be the value of the compensated item at the place and time where the damage occurred and time, or the lower of the following amounts: and the expenses specified in Paragraph 3 of the following Article.

2. If the damage amount for one item or pair of items subject to compensation exceeds 100,000 yen, the Company shall deem the damage amount for that item to be 100,000 yen and apply the provisions of the preceding paragraph.

3. The amount of compensation payable by the Company shall be limited to ¥150,000 per traveler per package tour. However, the Company shall not pay compensation if the amount of damage per traveler per incident does not exceed ¥3,000.

(Prevention of Damage, etc.)

Article 20 Upon becoming aware that damage as defined in Article 16 has occurred to a covered item, the traveler must perform the following:

- a. Make every effort to prevent or mitigate the damage.
- b. Notify the Company without delay of the extent of the damage, an overview of the accident causing it, and whether an insurance contract exists for the covered property damaged.
- c. If the traveler can receive compensation for damages from a third party, take the necessary procedures to exercise that right.

2. If the traveler violates the first item of the preceding paragraph without justifiable reason, the Company shall consider the amount that could have been prevented or mitigated as deducted from the remaining amount as the amount of damage. If the traveler violates item b of the same paragraph, the Company shall not pay compensation for damages. If the traveler violates item c of the same paragraph, the Company shall consider the amount that could have been received by exercising the rights that should have been acquired as deducted from the remaining amount as the amount of damage.

3. The Company shall pay the following expenses:

- a. Expenses incurred to prevent or mitigate damages as prescribed in Paragraph 1, Item a, which the Company deems necessary or beneficial; and
- b. Expenses necessary for the procedures prescribed in Paragraph 1, Item c.

(Claim for Compensation for Damages)

Article 21 A traveler seeking payment of compensation for damages must submit to the Company the Company's prescribed claim form for compensation for damages and the following documents:

- a. An accident certificate issued by a police station or a third party;
- b. Documents proving the extent of damage to the covered items; and
- c. Other documents requested by the Company.

2. The Company shall not pay compensation if the traveler violates the provisions of the preceding paragraph, or intentionally makes false statements in submitted documents, or forges or alters such documents (including cases where a third party is instructed to do so).

(In Cases Where an Insurance Contract Exists)

Article 22 If an insurance contract exists that should pay insurance benefits for damages under Article 16, the Company may reduce the amount of compensation it is required to pay.

(Subrogation)

Article 23 If a traveler has a right to claim damages from a third party for damages for which the Company is liable to pay compensation, that right to claim damages shall be transferred to the Company within the limit of the amount of compensation paid by the Company to the traveler.

Schedule I (related to Article 5, item a)

Mountain Climbing (using climbing equipment such as ice axes, crampons, ropes, hammers, etc.) Luge, Bobsleigh Skydiving Hang gliding Ultralight aircraft (motorized hang gliders, microlights, ultralights, etc.) Gyroplane riding Other similar dangerous activities
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Schedule II (related to Article 7, paragraph 1, paragraph 3, and paragraph 4)

1. Disorder of the Eyes	
(1) When the eyesight of both eyes has been lost.	100%
(2) When the eyesight of one eye has been lost.	60%
(3) When the corrected eyesight of one eye has become 0.6 or less.	5%
(4) When the visual field of one eye has come to suffer from constriction (meaning where the visual field has become 60% or less of the total of the angle of the normal visual field).	5%
2. Disorder of the Ears	
(1) When the hearing of both ears has been lost completely.	80%
(2) When the hearing of one ear has been lost completely.	30%
(3) When the hearing of one ear is not good enough to comprehend a normal speaking voice at a distance of 50 cm or more.	5%
3. Disorder of the Nose	
When a significant disorder has been left in the function of the nose.	20%
4. Disorder of Mastication and Speech	
(1) When the function of mastication and speech has been lost completely.	100%
(2) When a significant disorder has been left in the function of mastication and speech.	35%
(3) When a disorder has been left in the function of mastication and speech.	15%
(4) When 5 or more teeth have been chipped and lost.	5%

5. Deformities of Exterior Appearance (meaning the face, head and neck)	
(1) When significant deformation has been left on the exterior appearance.	15%
(2) When deformation has been left on the exterior appearance (meaning such deformation as a cicatrix of 2cm in diameter, or a linear cicatrix of 3cm long).	3%
6. Disorder of the Vertebral Column	
(1) When a significant deformation or a significant disorder of movement has been left on the vertebral column.	40%
(2) When a disorder of movement has been left on the vertebral column.	30%
(3) When a deformation has been left on the vertebral column.	15%
7. Disorder of the Arm (the wrist joint and above) or the Leg (the ankle joint and above)	
(1) When one arm or one leg has been lost.	60%
(2) When the function of two or three joints of the three major joints in an arm or leg has been lost completely.	50%
(3) When the function of one joint of the three major joints in an arm or leg has been lost completely.	35%
(4) When a disorder has been left in the function of one arm or one leg.	5%
8. Disorder of the Fingers	
(1) When the thumb of one hand has been lost at or above the knuckle (interphalangeal joint).	20%
(2) When a significant disorder has been left in the function of the thumb of one hand.	15%
(3) When one of the fingers other than the thumb has been lost at or above the second knuckle (distal interphalangeal joint).	8%
(4) When a significant disorder has been left in the function of one of the fingers other than the thumb.	5%
9. Disorder of Toes	
(1) When the first toe of one leg has been lost at or above the toe joint (interphalangeal joint).	10%
(2) When a significant disorder has been left in the function of the first toe of one leg.	8%
(3) When one of the toes other than the first toe has been lost at or above the second toe joint (distal interphalangeal joint).	5%
(4) When a significant disorder has been left in the function of one of the toes other than the first	3%

toe. 10. In other cases where the traveler is not able to take care of himself/herself for the rest of his/her life due to the significant disorder of his/her body.	100%
Note: The word “above” used in the provisions of items 7 through 9 means the part of the body closer to the heart from the joint concerned.	

Schedule III (related to Article 8, paragraph 2)

1. The corrected eyesight of both eyes has fallen to 0.06 or below.
2. The function of mastication and speech has been lost.
3. The hearing of both ears has been lost.
4. The function of all the joints of both upper limbs at or above the wrist joint have been lost.
5. The function of one lower limb has been lost.
6. Due to disorders of the internal organs in the chest and abdomen, the coordination of the body is limited mainly to routine actions at home, such as eating and washing the face.
7. Due to disorders of the nervous system or mind, the coordination of the body is limited mainly to routine actions at home, such as eating and washing the face.
8. Due to a coexisting disorder and other disorders of the above-mentioned parts of the body, the coordination of the body is limited mainly to routine actions at home, such as eating and washing the face.

Note: The word “above” used in the provision of item 4 means the part of the body closer to the heart from the joint concerned.

Section on Travel Arrangement Contracts

Chapter 1 – General Provisions

(Scope of Application)

Article 1 Arrangement travel contracts concluded between the Company and travelers shall be governed by the provisions of these Terms and Conditions. Matters not specified herein shall be governed by laws and regulations or generally established customs.

2. Where the Company enters into a special agreement in writing with the traveler, provided such agreement does not violate laws and regulations and does not disadvantage the traveler, such special agreement shall prevail over the provisions of the preceding paragraph.

(Definition of Terms)

Article 2 In these Terms and Conditions, "Travel Arrangement Contract" means a contract whereby the Company undertakes, at the request of a Traveler, to arrange for the Traveler to receive transportation, lodging, and other travel-related services (hereinafter referred to as "Travel Services") provided by transportation, lodging, and other service providers, through acting as an agent, intermediary, or broker for the Traveler.

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

3. In these Terms and Conditions, "Travel Fee" means the expenses paid by the Company to transportation and lodging providers, etc., for arranging Travel Services, including transportation fares, lodging fees, and other charges, plus the Company's prescribed travel agency handling fee (excluding change procedure fees and cancellation procedure fees).

4. In this section, "Communication Contract" means a contract concluded between the Company and a card member of a credit card company with which the Company has a partnership (hereinafter referred to as the "Partner Company") via telephone, mail, or facsimile. ) via telephone, mail, facsimile, or other means of communication, whereby the traveler agrees in advance to settle any claims or obligations the Company holds against the traveler under the Arranged Travel Contract, pertaining to the Travel Price, etc., in accordance with the Partner Company's card member terms and conditions separately stipulated for the date on or after which such claims or obligations are due for fulfillment. The traveler shall pay the Travel Price, etc., using the method specified in Article 16, Paragraph 2 or Paragraph 5.

5. In these Terms and Conditions, "Card Usage Date" means the date on which the Traveler or the Company is obligated to perform the payment or refund obligations for travel expenses, etc., under the Travel Arrangement Contract.

(Termination of Arrangement Obligations)

Article 3 The Company's obligations under the Travel Arrangement Contract shall be fulfilled when the Company has arranged travel services with the diligence of a prudent manager. Therefore, even if the Company is unable to conclude a contract with transportation or lodging providers for the provision of travel services due to reasons such as full capacity, closure, or unsuitable conditions, the traveler must pay the Company the travel agency handling fee (hereinafter referred to as the "Handling Fee") specified by the Company if the Company has fulfilled its obligations. In the case of a communication contract, the card usage date shall be the date on which the Company notifies the

traveler that it was unable to conclude a contract with transportation or lodging providers for the provision of travel services.

(Arrangement Agent)

Article 4 In performing an Arranged Travel Contract, the Company may have all or part of the arrangements handled by other travel agencies within or outside Japan, persons engaged in arranging services as a business, or other assistants.

## Chapter 2—Formation of the Contract

(Contract Application)

Article 5 A traveler wishing to conclude an Arranged Travel Contract with the Company shall fill out the prescribed application form with the required information and submit it to the Company together with an application fee in the amount separately specified by the Company along with an application fee in the amount separately specified by the Company.

2. A traveler intending to conclude a correspondence contract with the Company shall, notwithstanding the provisions of the preceding paragraph, notify the Company of their membership number and the content of the travel services they wish to request.

3. The application fee referred to in Paragraph 1 shall be treated as part of the travel cost, cancellation fee, or other amounts payable by the traveler to the Company.

(Refusal to Conclude Contract)

Article 6 The Company may refuse to conclude an Arranged Travel Contract in the following cases:

- a. When attempting to conclude a communication contract, if the traveler's credit card is invalid or otherwise unable to settle part or all of the obligations related to the travel cost, etc., in accordance with the card member agreement of the affiliated company.
- b. When the traveler is recognized as a member of an organized crime group, a quasi-member of such a group, an associate of such a group, a company associated with such a group, a corporate extortionist, or any other antisocial force.
- c. When the traveler has made violent demands, unreasonable demands, used threatening language or violence in relation to transactions, or committed acts equivalent to these against the Company.
- d. When the traveler spreads rumors, uses deceit or force to damage the Company's reputation or obstruct its business, or engages in similar acts; or
- e. When other operational circumstances arise on our part.

(Effective Date of Contract)

Article 7 The Travel Arrangement Contract shall be formed when the Company accepts the conclusion of the contract and receives the application fee specified in Article 5, Paragraph 1.

2. Notwithstanding the provisions of the preceding paragraph, a correspondence contract shall be concluded when the traveler receives notification from the Company accepting the application under Article 5, Paragraph 2.

(Special Provisions for Contract Formation)

Article 8 Notwithstanding the provisions of Article 5, Paragraph 1, the Company may establish an Arranged Travel Contract solely by accepting the conclusion of the contract, without receiving the application fee, through a written special agreement.

2. In the case of the preceding paragraph, the time of formation of the Travel Arrangement Contract shall be clearly stated in the written agreement referred to in the preceding paragraph.

(Special Provisions for Tickets and Accommodation Vouchers)

Article 9 Notwithstanding the provisions of Article 5, Paragraph 1 and the preceding Article, Paragraph 1, the Company may accept verbal applications for an Arranged Travel Contract intended solely for the arrangement of transportation services or lodging services, provided that a document indicating the right to receive such travel services in exchange for the travel fee is delivered.

2. In the case referred to in the preceding paragraph, the travel arrangement contract shall be deemed concluded when the Company accepts the contract.

(Contract Documents)

Article 10 The Company shall promptly deliver to the traveler, after the formation of the Arrangement Travel Contract, a written document (hereinafter referred to as the "Contract Document") stating the travel itinerary, the content of the travel services, the travel price, other travel conditions, and matters concerning the Company's liability. However, the Company may not deliver the Contract Document when it delivers a document indicating the right to receive travel services, such as tickets or lodging vouchers, for all travel services arranged by the Company.

2. When the Contract Documents referred to in the main clause of the preceding paragraph are provided, the scope of travel services that the Company is obligated to arrange under the Arranged Travel Contract shall be as stated in said Contract Documents.

(Methods Utilizing Information and Communication Technology)

Article 11 When concluding an Arranged Travel Contract, the Company may, with the traveler's prior consent, provide the travel itinerary, details of travel services, travel price, other travel conditions,

and matters concerning the Company's liability by means of information and communication technology instead of delivering a written document or contract document containing such information (hereinafter referred to as the "Stated Items" in this Article) using information and communication technology.

2. In the case described in the preceding paragraph, if the communication device used by the traveler does not have a file equipped for recording the required information, the Company shall record the required information in a file equipped on the communication device used by the Company (limited to one exclusively for the use of that traveler) and shall confirm that the traveler has viewed the required information.

## Chapter 3—Contract Changes and Cancellation

### (Changes to Contract Content)

Article 12 The traveler may request the Company to change the travel itinerary, the content of travel services, or other aspects of the Arranged Travel Contract. In such cases, the Company shall accommodate the traveler's request to the extent possible.

2. When changing the content of the Travel Arrangement Contract based on the traveler's request under the preceding paragraph, the traveler shall bear the cancellation fees, penalties, or other expenses incurred by transportation or lodging providers when canceling arrangements already completed, as well as pay our designated change procedure fee to us. Furthermore, any increase or decrease in the travel cost resulting from the change to the content of the Travel Arrangement Contract shall be borne by the traveler.

### (Voluntary Cancellation by Traveler)

Article 13 The traveler may cancel all or part of the Travel Arrangement Contract at any time.

2. When the Arranged Travel Contract is terminated based on the preceding paragraph, the Traveler shall bear the costs already paid or to be paid to transportation and lodging providers, etc., as compensation for travel services already received or as cancellation fees, penalties, or other charges related to travel services not yet received. The Traveler shall also pay the Company the Company's prescribed cancellation procedure fee and the handling fee the Company would have earned.

### (Cancellation Due to Reasons Attributable to the Traveler)

Article 14 The Company may cancel the Travel Arrangement Contract in the following cases:

a. When the traveler fails to pay the travel fee by the specified date;

b. When a communication contract has been concluded, and the traveler becomes unable to settle part or all of the debt related to the travel fee, etc., in accordance with the card member agreement of the affiliated company, such as when the traveler's credit card becomes invalid; or

c. When it is determined that the traveler falls under any of the provisions of Article 6, Items b through d.

2. When the travel arrangement contract is terminated based on the provisions of the preceding paragraph, the traveler shall bear the cancellation fees, penalties, and other expenses already paid or to be paid to transportation and lodging providers for travel services not yet received. Additionally, the traveler must pay the Company the cancellation procedure fee specified by the Company and the handling fee the Company would have earned.

(Cancellation Due to Reasons Attributable to Our Company)

Article 15 The traveler may cancel the travel arrangement contract when the arrangement of travel services becomes impossible due to reasons attributable to our company.

2. When the Travel Arrangement Contract is terminated based on the preceding paragraph, the Company shall refund the traveler the travel fees already received, excluding any expenses already paid or to be paid to transportation, lodging, or other providers as consideration for travel services already provided to the traveler.

3. The provisions of the preceding paragraph shall not preclude the traveler's claim for damages against the Company.

## Chapter 4—Travel Fees

(Travel Fees)

Article 16 The traveler must pay the travel price to the Company by the deadline specified by the Company prior to the commencement of the trip.

2. When a contract is concluded by correspondence, the Company shall accept payment of the travel fee using a partner company's card without requiring the traveler's signature on the prescribed slip. In this case, the card usage date shall be the date the Company notified the traveler of the confirmed travel service details.

3. The Company may change the travel price prior to the commencement of the trip if the travel price fluctuates due to reasons such as revisions to the fares or charges of transportation or lodging providers, fluctuations in exchange rates, or other causes.

4. In the case described in the preceding paragraph, any increase or decrease in the travel cost shall be borne by the traveler.

5. When the Company has concluded a communication contract with the traveler and expenses or other charges payable by the traveler arise under the provisions of Chapter 3 or Chapter 4, the Company shall accept payment for such expenses or charges via the affiliated company's card without requiring the traveler's signature on the prescribed slip. In this case, the card transaction date shall be the date the Company notifies the traveler of the amount of expenses or charges payable by the traveler to the Company or the amount the Company shall refund to the traveler. However, if the Company cancels the Arranged Travel Contract pursuant to the provisions of Article 14, Paragraph 1, Item b, the traveler must pay the expenses, etc., owed to the Company by the date specified by the Company and using the payment method specified by the Company.

(Settlement of Travel Costs)

Article 17 If the amount paid by the Company to transportation, lodging, or other service providers for arranging travel services, which is to be borne by the traveler, plus the handling fee (hereinafter referred to as the "settled travel cost"), does not match the amount already received as the travel cost, the Company shall promptly settle the travel cost after the trip concludes, in accordance with the provisions of the following paragraph and Paragraph 3.

2. If the settlement travel cost exceeds the amount already received as the travel cost, the traveler must pay the difference to the Company.

3. If the settled travel cost is less than the amount already received as the travel cost, the Company shall refund the difference to the traveler.

## Chapter 5—Group Arrangements

(Group Arrangements)

Article 18 The Company shall apply the provisions of this Chapter to the conclusion of an Arranged Travel Contract where multiple travelers undertaking the same itinerary simultaneously designate a responsible representative (hereinafter referred to as the "Contract Representative") and make the application.

(Contract Representative)

Article 19 Except where special agreements are made, the Company shall deem the Contract Representative to have full agency authority regarding the conclusion of the Arranged Travel Contract for the travelers comprising the group (hereinafter referred to as the "Members"). Transactions concerning travel services for the group and the services specified in Article 22 "Members") and shall conduct transactions related to travel services for said group and the services specified in Article 22, Paragraph 1 with said Contract Representative.

2. The Contract Representative must submit a roster of Members to the Company or notify the Company of the number of Members by the date specified by the Company.

3. The Company shall not be liable for any debts or obligations that the Contract Representative currently owes to the Members or is expected to owe in the future.

4. If the Contract Representative does not accompany the group, the Company shall, after the commencement of the trip, deem the member selected in advance by the Contract Representative to be the Contract Representative.

#### (Special Provisions for Contract Formation)

Article 20 When concluding an Arranged Travel Contract with the Contract Responsible Party, the Company may accept the conclusion of the Arranged Travel Contract without receiving payment of the application fee, notwithstanding the provisions of Article 5, Paragraph 1.

2. When concluding an Arranged Travel Contract without receiving an application deposit based on the preceding paragraph, the Company shall deliver a written notice stating this fact to the Contract Representative. The Arranged Travel Contract shall be deemed concluded when the Company delivers said written notice.

#### (Change of Contractual Party)

Article 21 The Company shall endeavor to accommodate any request from the Contract Responsible Party to change the Participants.

2. Any increase or decrease in the travel cost resulting from the change under the preceding paragraph, and any expenses incurred for such change, shall be borne by the member.

#### (Tour Escort Service)

Article 22 At the request of the Contract Representative, the Company may provide tour escort services by having a tour escort accompany the group.

2. The content of the tour escort services provided by the tour escort shall, in principle, consist of tasks necessary for group activities according to the predetermined travel itinerary.

3. The hours during which the tour conductor provides services shall, in principle, be from 8:00 AM to 8:00 PM.

4. When the Company provides tour escort services, the Contract Responsible Party must pay the Company the prescribed tour escort service fee.

## Chapter 6—Liability

#### (Liability of the Company)

Article 23 In performing the Arranged Travel Contract, the Company shall be liable to compensate the traveler for any damage caused by the Company or any agent acting on behalf of the Company

pursuant to the provisions of Article 4 (hereinafter referred to as the "Arrangement Agent") through willful misconduct or negligence. However, this liability applies only if notice is given to the Company within two years from the day following the occurrence of the damage.

2. The Company shall not be liable for damages suffered by the traveler due to natural disasters, wars, riots, suspension of travel services by transportation or lodging providers, orders from government agencies, or other causes beyond the control of the Company or its Arrangement Agent, except as provided in the preceding paragraph.

3. Regarding damage to luggage under Paragraph 1, notwithstanding the provisions of that paragraph, the Company shall compensate up to ¥150,000 per traveler only if the Company is notified within fourteen days for domestic travel or twenty-one days for overseas travel, starting from the day following the occurrence of the damage (except where the Company acted with intent or gross negligence).

#### (Responsibility of Travelers)

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

2. When concluding an Arranged Travel Contract, the traveler shall endeavor to understand the traveler's rights and obligations and other contents of the Arranged Travel Contract by utilizing the information provided by the Company.

3. After the commencement of the trip, in order to smoothly receive the travel services specified in the contract documents, if the traveler becomes aware that travel services provided differ from those in the contract documents, the traveler must promptly notify the Company, the Company's arrangement agent, or the relevant travel service provider of this fact at the travel destination.

## Chapter 7 Business Guarantee Deposit (When Not a Guarantee Member of the Travel Industry Association)

### (Business Guarantee Deposit)

Article 25 Travelers or members who have concluded an Arranged Travel Contract with the Company may receive payment for claims arising from such transactions from the business security deposit that the Company has deposited pursuant to the provisions of Article 7, Paragraph 1 of the Travel Agency Act.

2. The name and location of the depository where the Company has deposited the business security deposit are as follows:

a. Name

b. Location

## Chapter 7—Compensation Guarantee Fund (When the Company is a Guarantee Member of the Travel Industry Association)

(Settlement Guarantee Fund)

Article 25 The Company is a Security Member of the \_\_\_\_\_ (Name)

Association of Travel Agents (located at \_\_\_\_\_ (Address) Tokyo).

2. Travelers or members who have concluded an Arranged Travel Contract with our company may receive compensation up to \_\_\_\_\_ yen from the Compensation Guarantee Fund deposited by the General Incorporated Association Travel Industry Association mentioned in the preceding paragraph, regarding claims arising from such transactions.

3. Based on the provisions of Article 49, Paragraph 1 of the Travel Agency Act, the Company has paid the Guarantee Fund Contribution to the General Incorporated Association Travel Industry Association and therefore has not deposited a business guarantee deposit based on Article 7, Paragraph 1 of the same Act.

## Section on Travel Procedure Agency Contracts

(Scope of Application)

Article 1 Travel procedure agency contracts concluded between the Company and travelers shall be governed by the provisions of these Terms and Conditions. Matters not specified herein shall be governed by laws and regulations or generally established customs.

2. Notwithstanding the provisions of the preceding paragraph, if the Company enters into a special agreement in writing with the traveler that does not violate laws and regulations and does not disadvantage the traveler, such special agreement shall take precedence.

(Travelers Entering into Travel Arrangement Agency Agreements)

Article 2 Travelers with whom the Company enters into Travel Arrangement Agency Agreements shall be travelers who have concluded a Package Tour Contract, a Customized Tour Contract, or an Arrangement Travel Contract with the Company, or travelers for whom the Company has concluded a contract as an agent for a package tour offered by another travel agency entrusted to the Company.

(Definition of Travel Procedure Agency Agreement)

Article 3 In these terms and conditions, "Travel Procedure Agency Agreement" means an agreement where the Company, upon receiving a commission from the traveler for the Travel Agency Fee for handling travel procedures (hereinafter referred to as the "Travel Procedure Agency Fee"), undertakes the following services on behalf of the traveler: "Travel Procedure Agency Fee") in exchange for undertaking the following services (hereinafter referred to as the "Agency Services"):

- a. Procedures for obtaining passports, visas, re-entry permits, and various certificates;
- b. Preparation of immigration documents; or
- c. Other services related to the preceding items a and b

(Establishment of Contract)

Article 4 Travelers wishing to conclude a Travel Procedure Agency Contract with the Company must complete the Company's prescribed application form with the required information and submit it to the Company.

2. The Travel Procedure Agency Contract shall be concluded when the Company accepts the contract and receives the application form referred to in the preceding paragraph.

3. Notwithstanding the provisions of the preceding two paragraphs, the Company may accept applications for Travel Procedure Agency Agreements via telephone, mail, facsimile, internet, or other means of communication without receiving a submitted application form. In such cases, the Travel Procedure Agency Agreement shall be concluded when the Company accepts the conclusion of the agreement.

4. The Company may refuse to conclude a Travel Procedure Agency Contract in the following cases:

- a. When the traveler is recognized as a member of an organized crime group, a quasi-member of such a group, an associate of such a group, a company associated with such a group, a corporate extortionist, or any other antisocial force;
- b. When the traveler has made violent demands, unreasonable demands, used threatening language or violence in relation to transactions, or committed acts equivalent to these against the Company;
- c. When a traveler spreads rumors, uses deceit or force to damage the Company's reputation or obstruct its business, or engages in similar acts; or
- d. When other operational circumstances arise on the part of the Company.

5. Promptly after the conclusion of the Travel Procedure Agency Agreement, the Company shall provide the traveler with a written document detailing the content of the agency services undertaken under said agreement (hereinafter referred to as the "Entrusted Services"), the amount of the travel procedure agency fee, the method of payment, the Company's responsibilities, and other necessary matters.

6. When the Company, having obtained the traveler's prior consent, provides the matters to be stated in the document referred to in the preceding paragraph (hereinafter referred to as the "Stated Matters" in this Article) using information and communication technology instead of delivering the document, the Company shall confirm that the recorded matters have been recorded in a file provided on the communication device used by the traveler.

7. In the case described in the preceding paragraph, if the communication device used by the traveler does not have a file equipped for recording the recorded matters, the Company shall record the recorded matters in a file equipped on the communication device used by the Company (limited to one exclusively for the use of that traveler) and shall confirm that the traveler has viewed the recorded matters.

(Confidentiality Obligation)

Article 5 The Company shall not disclose to others any information obtained in the course of performing entrusted duties.

(Obligations of the Traveler)

Article 6 The traveler must pay the travel procedure agency fee by the date specified by the Company.

2. The Traveler must submit to the Company all documents, materials, and other items necessary for the entrusted services (hereinafter referred to as "Travel Procedure Documents, etc.") by the date specified by the Company.

3. When the Company must pay fees, visa fees, consignment fees, or other charges (hereinafter referred to as "visa fees, etc.") to Japanese government agencies, foreign diplomatic missions in Japan, or other parties in performing the entrusted services, the Traveler must pay such visa fees, etc. to the Company by the date specified by the Company. 4. If postage, transportation, or other expenses are incurred in performing the entrusted services, the traveler must pay such expenses to the Company by the date specified by the Company.

(Cancellation of Contract)

Article 7 The Traveler may cancel all or part of the Travel Procedure Agency Contract at any time.

2. The Company may cancel the Travel Procedure Agency Contract in the following cases:

- a. When the Traveler fails to submit the travel procedure documents, etc., by the specified date.
  - b. When the Company determines that the travel documents submitted by the traveler are incomplete.
  - c. When the traveler fails to pay the travel procedure agency fee, visa fee, or other fees specified in Paragraph 4 of the preceding article by the specified date.
  - d. When it is determined that the traveler falls under any of item a through c of Paragraph 4 of Article 4; or
  - e. When the Company has accepted the agency services under Article 3, Item a, and the Company determines that there is a high risk the traveler will be unable to obtain a passport, visa, or re-entry permit (hereinafter referred to as "passport, etc.") for reasons not attributable to the Company.
3. When the travel procedure agency contract is terminated based on the provisions of the preceding two paragraphs, the traveler shall bear the visa fees, etc., already paid and the expenses under Paragraph 4 of the preceding article, and shall also pay the Company the travel procedure agency fee pertaining to the agency services already performed by the Company.

#### (Liability of the Company)

Article 8 The Company shall be liable to compensate the traveler for any damages caused to the traveler by the Company's intentional act or negligence in performing the Travel Procedure Agency Contract. However, this shall apply only if notice is given to the Company within six months from the day following the occurrence of the damage.

2. The Company does not guarantee that the traveler will actually obtain a passport or other travel documents, or that entry into or exit from the relevant countries will be permitted, under the Travel Procedure Agency Agreement. Therefore, the Company shall not be liable if the traveler is unable to obtain a passport or other travel documents, or is not permitted to enter or exit the relevant countries, for reasons not attributable to the Company.

### Section on Travel Consultation Contract

#### (Scope of Application)

Article 1 Travel consultation contracts concluded between the Company and travelers shall be governed by the provisions of these Terms and Conditions. Matters not specified herein shall be governed by applicable laws and regulations or generally established customs.

2. Where the Company enters into a special agreement in writing with the traveler, provided such agreement does not violate laws and regulations and is not disadvantageous to the traveler, such special agreement shall prevail over the provisions of the preceding paragraph.

(Definition of Travel Consultation Contract)

Article 2 In these Terms and Conditions, "Travel Consultation Contract" means a contract whereby the Company undertakes to perform the following services at the request of a traveler, in exchange for receiving a travel service handling fee for consultation (hereinafter referred to as the "Consultation Fee"):

- a. Advice necessary for the traveler to create a travel plan;
- b. Creation of travel plans;
- c. Estimation of necessary travel expenses
- d. Providing Information on Destinations and Transportation/Accommodation Facilities, etc.; or
- e. Offering of Other necessary advice and information for the travel

(Conclusion of Contract)

Article 3 A traveler wishing to conclude a travel consultation contract with the Company must submit an application form to the Company with the required information filled in.

2. The Travel Consultation Contract shall be formed when the Company accepts the conclusion of the contract and receives the application form referred to in the preceding paragraph.

3. Notwithstanding the provisions of the preceding two paragraphs, the Company may accept applications for travel consultation contracts via telephone, mail, facsimile, the Internet, or other means of communication without receiving a submitted application form. In such cases, the travel consultation contract shall be concluded when the Company accepts the contract.

4. The Company may refuse to conclude a Travel Consultation Contract in the following cases:

a. When the content of the traveler's consultation is likely to violate public order and morals or the laws and regulations in force at the travel destination.

b. When the traveler is recognized as a member of an organized crime group, a quasi-member of such a group, an associate of such a group, a company associated with such a group, a corporate extortionist, or any other antisocial force.

c. When the traveler has engaged in violent demands, unreasonable demands, threatening words or actions, or the use of violence in relation to transactions with our company, or has committed acts equivalent to these.

d. When the traveler spreads rumors, uses deceit or force to damage the Company's reputation or obstruct its business, or engages in similar acts; or

e. When there are other operational reasons on the part of the Company.

(Consultation Fee)

Article 4 When the Company performs the services listed in Article 2, the traveler must pay the Company the prescribed consultation fee by the date specified by the Company.

(Contract Termination)

Article 5 The Company may cancel the Travel Consultation Contract if it becomes known that the traveler falls under any of the item b through d of Paragraph 4 of Article 3.

(Liability of the Company)

Article 6 The Company shall be liable to compensate the traveler for any damages caused to the traveler by the Company's intentional act or negligence in performing the Travel Consultation Contract. However, this shall apply only if notice is given to the Company within six months from the day following the occurrence of the damage.

2. The Company does not guarantee the actual availability of transportation, lodging facilities, or other entities specified in the travel plan prepared by the Company. Therefore, the Company shall not be liable if, due to reasons such as full capacity, it is unable to conclude a contract with such transportation, lodging facilities, or other entities for the provision of transportation, lodging, or other travel-related services offered by said entities.