

This document is a translation of the Japanese original and provided only for your information. If there is any discrepancy between this translation and the Japanese original, the Japanese original shall prevail.

## **STANDARD TERMS AND CONDITIONS OF TRAVEL CONTRACTS**

These tour conditions shall become a part of the explanatory documents of the terms and conditions stipulated in Article 12-4 and the contract documents stipulated in Article 12-5 of the Travel Agency Act.

### **1 Agent-Organized Tour Contract**

1 This is a tour planned and carried out by Maruichi Kanko Co., Ltd. set out in the relevant brochure or tour web pages (hereinafter referred to as the "Brochure") (hereinafter referred to as the "Company") , clients who participate in this tour are required to conclude an agent-organized tour contract (hereinafter referred to as "Tour Contract") with the Company.

2 The Company undertakes to provide tour arrangements and itinerary management so that clients can have travel services including transportation/accommodation provided by transportation/accommodation providers (hereinafter referred to as "Tour Services") in accordance with the tour itinerary determined by the Company. The terms and conditions of the Tour Contract are comprised of, the Brochure, these tour conditions, and the section of the agent-organized tour contract in the standard terms and conditions of tour contracts of the Company (hereinafter referred to as the "Company Terms and Conditions").

### **2 Application for Tour and Effective Date of the Tour Contract**

1 The client shall provide information on the Company application form as required by the Company and submit the form together with the necessary reservation deposit. Paid deposit shall be applied to the tour fare, cancellation charges or penalties.

2 The Company may accept applications for travel contracts by telephone, mail, facsimile and other means of communication. In such cases, the client shall submit the application form and reservation deposit to the Company within 3 days counting from the day when acceptance of application is confirmed. If the client fails to supply the required application form and deposit within 3 days, the reservation shall be voided.

3 The Travel Contract shall become valid upon The Company's consent to the conclusion of the contract and receipt of the reservation deposit. If tour arrangements are made by phone, the Tour Contract shall become valid upon The Company's acceptance of the tour deposit as specified in the Clause 2. When clients request tour arrangements by mail, facsimile or other communication methods, the tour contract shall become valid upon payment of the Tour Deposit and the Company's notification of acceptance of the tour contract. The contract for any tour request by any communication including telephone, mail, facsimile or other shall become valid as specified in Article 22-2.

4 When a person responsible for the contract as a representative of an organization or group applies for a tour, the Company shall regard the representative as having all authorization to conclude or cancel the contract.

5 A person responsible for the contracts shall provide the Company with lists of the names of members by the date specified by the Company.

6 The Company shall not assume any obligations or responsibilities which arose in the past or will arise in the future and are owed by the person responsible for the contracts to group members.

7 In case the person responsible for the contract does not accompany the group, the Company will regard one of the members appointed by such person in advance as the person responsible for the contract after the tour departure.

8 When a Tour Contract cannot be concluded due to full occupancy of seats or rooms or other reasons at booking and a client really wants to proceed with the booking, the Company may conclude a special contract with the client and conclude a Tour Contract when the Company becomes able to conclude the Tour Contract with the client (hereinafter referred to as the "Waitlist System") If a client wants to take part in the Waitlist System, the Company shall confirm the waiting period during which the client can wait for the response of the Company (hereinafter referred to as the "Waiting

Period") and require the submission of the application and money equivalent to the application deposit. At this point, the Tour Contract has not been concluded yet and the Company does not guarantee the conclusion of a Tour Contract in the future.

9 The Company shall reserve the money equivalent of the application deposit as mentioned in Paragraph (8) above as a deposit and when the Company becomes able to execute a Tour Contract with the client, the Company shall notify the client of acceptance of the conclusion of the Tour Contract and such money will be used as the application deposit.

10 A Tour Contract comes into effect when the Company sends an acceptance notice of conclusion of the Tour Contract with the client as provided in Paragraph (9) above (but in the case of an electronic acceptance notice, when the notice reaches the client).

11 The client shall notify the Company when submitting application if requiring special consideration during the tour period, The Company shall comply with such requests when feasible.

### **3 Conditions for Application**

1 A client under 20 years of age traveling alone during the tour period shall provide the Company with the written consent of his/her guardian. Clients under 15 years of age must be accompanied by a parent or guardian.

2 The Company may refuse an application if any one of the client's age, qualifications, skills or other conditions do not conform to those designated for tours aimed at specific customer categories or purposes.

3 The Company may refuse participation if the Company finds that the client is a member of an organized crime group, a related person of an organized crime group or part of any other anti-social forces.

4 The Company may refuse participation if the client makes a demand with violence or an unreasonable demand or uses intimidating words or actions in relation to transactions with the Company.

5 The Company may refuse participation if the client defames the reputation or interferes with the business of the Company by spreading rumors, using fraudulent means or resorting to force.

6 Clients who require special attention from the Company during the tour for reason of chronic disease, general ill-health, pregnancy or physical handicap, shall advise the Company of this when applying for the tour. The Company shall comply with such requests to the extent deemed feasible and reasonable. And if the Company takes a special arrangement in compliance with the client's request, the client shall be responsible for incurred expenses related with the request. The Company may require clients to present a medical certificate. The Company may refuse a client's application if conditions at travel destinations and facilities are such that safe, smooth tour operation cannot be guaranteed, or require the client to be accompanied by an escort. In some cases, the Company shall change a part of the itinerary or recommend the client to join another tour with the minimum extra charge or refuse his/her participating the tour. In regards to Clauses 1, 2 and 3, the Company shall make notification concerning the acceptance or rejection of client participation in the tour within one week of application submission.

7 If the Company determines that the client needs medical diagnosis or treatment by a physician owing to illness, functional disease or other reasons during the tour, the Company shall take measures necessary to ensure smooth operation of the tour. All costs resulting from such measures shall be borne by the client.

8 In principle, customers will not be allowed to take a separate course of activities for their own reasons; however, the Company may accept a separate course of activities, on the condition that customers pay extra fees under a tour travel contract.

9 The Company may refuse client participation if it determines that he or she threatens to embarrass, inconvenience or interfere with the collective activities of tour participants.

10 The Company may also refuse client participation for the tour operational reasons.

#### **4 Delivery of Contract Documents and Final Tour Itinerary**

1 Promptly after a Tour Contract is concluded, the Company shall provide the itinerary, the tour conditions including the Tour Services and the contract documents referring to the responsibilities of the Company. Contract documents are comprised of the Brochure and these tour conditions, etc.

2 To supplement the contract documents mentioned in Paragraph (1), the Company shall provide a Final Tour Itinerary stating confirmed information in relation to the meeting time, meeting place, relevant transportation provider and relevant accommodation provider, at latest no later than one day prior to the tour departure date. Provided, however, that if an application is made on or after 7 days prior to the day before the tour departure date, the Company may provide it on the departure date.

#### **5 Payment of Tour Fare**

The Tour Fare shall be paid no later than the 14th day prior to the eve of the departure date. When application is made on or after the 14th day prior to the eve of the day the tour starts, the tour fare shall be paid before departure by a date designated by the Company. Even when the client and the Company do not enter into the correspondence contract stipulated in Article 20, if the client is a member of the Company's affiliated credit company and consents to pay for the itinerary by credit card, the Company shall charge the client's credit card for tour fares (inclusive of tour deposits and additional charges), any cancellation charge or non-fulfillment fee stipulated in Article 12, and additional charges and handling fees stipulated in Article 8 even without a signature. In the absence of any request from the client, the card will be charged on the date the client accepts the itinerary.

#### **6 Payment of Tour Price**

1 Unless otherwise specified, clients 12 years of age or over shall be charged the adult price and those aged 6 to 11 (in the case of a package using an airplane, those aged 3 to 11) shall be charged the child price.

2 The fare is indicated for each tour course. Clients are asked to confirm the fare according to the departure date and the number of participants.

3 The "tour price" shall be the basis for calculating the "application deposit" stipulated in (Article 3), the "cancellation fee" stipulated in (Article 14-1), "penalty charge" stipulated in (Article 14-3) and "compensation for changes" stipulated in (Article 23). The "Tour Price" in advertisements or brochures shall be calculated as follows: tour fare "(+)" additional "(-)" reduction.

#### **7 Included in the Tour Fare**

1 The tariff and charge of the transportation providers expressly stated in the tour itinerary (economy class, unless indicated otherwise), accommodation costs, meal expenses, admission fees, entrance fees and consumption tax and other taxes.

2 The cost of the tour conductor in tours accompanied by a tour conductor and gratuities required for activities of a group tour.

3 Other amounts as included in the tour price in the brochure. Even when these expenses are not fully incurred due to the client's personal preferences, those amounts shall not be refunded in principle.

#### **8 Not Included in the Tour Price**

Charges and expenses other than those specified in Paragraphs 1 through 3 of the preceding Article are not included in the tour price such as:

1 Excess baggage charges.

2 International and domestic air fares.

3 Laundry, telegrams, telephone, additional meals and drinks, and any other expenses of a personal nature and tax and service charges incidental to them.

4 Tour prices for an optional tour taken by only the applicant.

5 Extra tariffs and charges of transportation providers.

6 Traveling and accommodation costs between arrival/departure and the start and end points of the itinerary.

## **9 Additional Charges**

The “additional charges” mentioned in (Article 6) shall mean the following charges (excluding cases where they are already included in the “Tour Price”):

- 1 Additional charges for “Upgrade Plans” as specified by the Company in the Brochures and other materials to upgrade hotels or room classes;
- 2 Additional charges for changing from a “Plan Without Meals” to a “Plan With Meals”;
- 3 Additional charges for “Hotel Extension Plan” as specified by the Company in brochures and other materials to extend the period of stay at the hotel;
- 4 Other additional charges as specified in the Brochures and other materials;

## **10 Revision of Travel Service Content**

If the following occur: natural disasters, wars, riots, suspension of Tour Services rendered by transport/accommodation providers, governmental orders, provision of transportation services not based on the original operational plan, or other circumstances beyond the Company’s control, the Company may, even after conclusion of the Tour Contract, revise its itinerary and Tour Services when it is avoidable in order to conduct safe and smooth tour operation after the Company promptly explains to clients the reasons why such events are beyond the Company’s control and the causal connection with the event. However, said explanation may be made after revisions in emergency circumstances.

## **11 Change in Tour Price**

The Company will not change the tour price, additional charges or discount prices after the conclusion of the Tour Contracts except in the following cases:

- 1 If the tariff and charges of the transportation providers used for the tour are revised considerably out of the range of those ordinary expected due to drastic changes in the economic conditions, the Company may revise its tour price in accordance with increases or reductions in transportation tariff and charges for the tour accordingly. If the tour price is increased, the Company shall notify clients on no later than the 15th day counting back from the day before the tour departure;
- 2 In the event transportation tariff and charges are drastically reduced as provided in Paragraph (1), the Company shall reduce the tour price accordingly in accordance with Paragraph (1);
- 3 If the Company specifies that tour fares are dependent on the number of participants and there is a change in the number of the participants due to reasons beyond the Company’s control, the Company shall change the tour fare within the allowable range specified in the tour contract.

## **12 Change of Tour Participant**

A client who has entered into a Travel Contract may, with the Company’s consent, transfer the status in the contract to a third party. In this case, the clients shall enter the required information in the form provided by the Company and submit it together with the specified handling fee. The transfer of status in the contract to a third party as stipulated in Item 1 of this Article shall become valid by the consent of the Company.

## **13 Cancellation Fees**

1 If a client cancels the Travel Contract for personal reasons, the following cancellation rates will apply to the tour fare. The following rate applies to cancellations of the tour.

Time of Cancellation	Cancellation Rate
(1) If notice of cancellation is received by the Company 11 days or more days prior to the starting date of the tour	No Charge
(2) If notice of cancellation is received by the Company 10 days to 8 days prior to the starting date of the tour	20% of the tour fare
(3) If notice of cancellation is received by the Company 7 days to 2 days prior to the starting date of the tour	30% of the tour fare
(4) If notice of cancellation is received by the Company 1 day prior to the starting time of the tour	40% of the tour fare
(5) If notice of cancellation is received by the Company prior to the starting time of the tour	50% of the tour fare
(6) If notice of cancellation is received by the Company after the departure time of the tour, or in case of failure to show without notice	100% of the tour fare

2 In case of cancellation in booking via travel loan beyond the Company's control, the above cancellation charges will apply.

3 If a client fails to pay the tour fare by the designated date, the Company will assume the client has canceled as of the following day, and the cancellation charges specified above will apply.

4 Timing of notice of cancellation is based on Japan local time.

5 If a client changes the departure day or a part of the itinerary such as the tour package or any transportation or accommodation due to his/her personal preferences, the Company shall consider this a cancellation of the entire tour and the Company shall charge the cancellation fees specified by the Company.

## 14 Cancellation before Departure

### (1) Cancellation by Client

1 The client may cancel the Tour Contract at any time if they pay the Company the cancellation fee as stipulated in the brochure. The Company only accepts cancellation requests during the business hours of the office where the client originally applied for the tour.

2 In any of the following cases, the client may cancel the Travel Contract without paying a cancellation charge.

(a) When the Travel Contract is changed under (Article 10); or other important change;

(b) When the tour fare is increased in accordance with the provisions of (Article 11);

(c) In cases where natural calamity or disaster, weather conditions, civil unrest, suspension of services related to transportation, accommodation and other facilities, governmental orders, or other causes make safe, smooth tour operation impossible, or when there is a valid reason to believe the tour cannot continue;

(d) When the Company has not delivered the Final Tour Itinerary to the client by the prescribed date described in (Article 4);

(e) When tour operation becomes impossible owing to factors for which the Company is liable.

3 The Company shall refund the remaining amount of the received tour price (or application deposit) after deducting the cancellation fees specified by the Company when the Tour Contract is cancelled in accordance with Paragraph (1)1. If the application deposit is not enough to cover the cancellation fee, the Company will charge the difference separately. When the Tour Contract is cancelled in accordance with Paragraph (1)2, the Company shall refund a full amount of the received tour price (or application deposit).

### (2) Cancellation by Company

1 If the client has not paid the tour price by the due date provided in (Article 5), the Company may cancel the Tour Contract. In such case, the client shall pay the Company a penalty charge of the same amount as the cancellation fee described in Paragraph (13-1).

2 In any of the following cases, the Company may cancel the Tour Contract:

(a) When it becomes apparent that the client does not satisfy the gender, age, qualification, skill or other

(b) When the client is found to be a person described in (Article 3-3 through 5);

- (c) When the client is recognized as unfit to participate in the tour due to illness, absence of a necessary helper or for other reasons;
- (d) When the Company considers that the client may cause trouble for the other participants, or might otherwise interfere with the smooth operation of the group activities;
- (e) When the client makes demands beyond the reasonable scope of the details in the contract;
- (f) When the minimum number of participants as stipulated by the Company in the Brochure has not been reached. In such cases, the Company shall notify the clients of tour cancellation on no later than the 13<sup>th</sup> day (3rd day for one-day tours) prior to the day preceding the tour departure date;
- (g) When the necessary conditions as clearly specified by the Company in advance cannot be met or it is highly likely that such conditions will not be met, such as in the case of insufficient snowfall for ski tours; or
- (f) Safe and smooth tour operation of the tour itinerary as specified in the Brochure becomes or is most likely to become impossible due to natural disaster, war, riot, suspension of Tour Services rendered by transportation and accommodation providers, governmental orders or other causes.

## **15 Cancellation After Departure**

### **(1) Cancellation by Client**

1 When the client leaves the tour group for personal reasons, the Company will consider it a forfeiture of contracted rights and claims to any refund.

2 If certain Tour Services cannot be provided as described in the Brochure due to reasons not attributable to the client, the client may cancel the contract relevant to such Tour Services not provided without paying any cancellation fees.

3 The Company shall refund the remaining amount of the received tour price (or application deposit) after deducting the cancellation fees specified by the Company when the Tour Contract is cancelled in accordance with Paragraph (1)1. If the application deposit is not enough to cover the cancellation fee, the Company will charge the difference separately. When the Tour Contract is cancelled in accordance with Paragraph (1)2, the Company shall refund a full amount of the received tour price (or application deposit).

### **(2) Cancellation by the Company**

1 The Company may cancel the Travel Contract for tours after the departure date in the following cases:

- (a) When the client is unable to continue the tour owing to illness or other factors;
- (b) When the client is found to be a person described in (Article 3-3 through 5);
- (c) When the tour cannot continue owing to natural disaster, weather conditions, civil unrest, labor disputes, suspension of services by transportation or accommodation facilities, governmental orders, or other causes beyond the Company's control.

### **2 Cancellations and Refunds**

If the Company cancels the Travel Contract in accordance with the Clause 2-1) hereinabove, travel services rendered to the client shall be deemed as having been completed, and a refund from the tour fare shall be paid for services not yet rendered. In cases where travel services are not rendered owing to tour cessation, or services for which the Company has paid, (or will pay) expenses, cancellation charge, penalty, or etc., the Company will refund only the balance thereof.

3 When the Company cancels the Travel Contract for tours in accordance with the Clause 2-1)-a) and c) hereinabove, the Company shall, at the client's expense, make necessary arrangements as requested for return to point of departure.

4 When the Company cancels the Tour Contract in accordance with Paragraph (2)1, the contractual relationship between the Company and the client shall be rescinded but not with retroactive effect. The Company's obligation in relation to the Tour Services that have been rendered to the client shall be deemed to have been validly fulfilled.

## **16 Refund of Travel Cost**

1 Should the Company incur any liability to make a refund to a client in case such as the tour fare reduction in accordance with (Article 11), and if either the client or the Company has canceled the Travel Contract in accordance with (Article 13 through 15), the Company

shall make said refund within the 7th day from the next day of cancellation, when effecting refund before tour departure, and within 30 days counting from the day after the tour ends, as stipulated in the contract in case of reduction or cancellation after tour departure. However, should there be any expenses as cancellation charges, penalties, etc. which the Company has already paid or will have to pay for services not provided because of tour cancellation, said expenses shall be borne by the client.

2 Paragraph (1) shall not prevent clients or the Company from claiming compensation for damages in accordance with Article 18 (Liability of the Company) or Article 20 (Liability of Clients).

3 Clients shall be required to request the refund at the tour sales office where they applied for the tour within one month from the planned tour departure day.

## **17 Tour Conductors**

1 A Tour Conductor shall accompany the tour course throughout the duration of the tour itinerary. The conductor shall, in principle, provide the services necessary for smooth tour operation in order to maintain the flow of the itinerary prescribed in the contract document. Clients must follow the instructions of the conductor in order to maintain the safe and smooth operation of the itinerary. The conductor shall provide services, in principle, from 8:00a.m. to 8:00p.m.

2 A local tour conductor shall accompany the tour packages indicated as accompanied by a local tour conductor from arrival at the destination to departure to the next destination. The local tour conductor shall provide the same services as the tour conductors mentioned in Paragraph 1.

3 A tour conductor shall not accompany but a local assistant provides services necessary for smooth operation of the tour in the case of a package guided by a local assistant.

4 Neither a tour conductor nor a local assistant shall accompany clients on individualized tours. Clients participating in such tours shall be responsible for managing the itinerary by themselves. The Company shall provide the clients with travel coupons and/ or tickets for Tour Services, such clients shall make all arrangements for receiving the Tour Services by themselves. In the event of the suspension of services by transportation providers or sudden cancellation of travel for the client's own personal reasons, the client shall contact the tour sale agent in charge. Furthermore, if the client is unable to contact the tour sale agent due to it being on a non-business day or outside of regular business hours, the client shall make a cancellation notice or cancellation process of remaining services of reserved facilities (hotels, transportation facilities, etc.) by himself/herself. Failure to make notification or processing for the purposes of cancellation of the remaining services will result in the waiver of the client's right and the customer may not be able to receive any refund.

5 In cases where travel services must be altered owing to inclement weather or other conditions during unaccompanied portions of the tour, clients shall be responsible for arranging the required services on their own behalf.

## **18 Liability of the Company**

1 In performing its obligations under the terms of its Tour Contract for an agent-organized tour, if the Company causes damage to clients through willful misconduct or negligence of the Company or the Company's agent, the Company shall be liable for such damage. However, this only applies if the notification is made to the Company within 2 years counting from the day following the occurrence of the damage.

2 The Company shall not be liable for damages incurred by clients as stipulated in Clause 1 hereinabove if any of the following reasons apply:

(a) Natural disaster, war, civil unrest, and alteration or cancellation of tour itinerary due to such causes;

(b) Accidents during transportation or accommodations, damage by fire;

(c) Cessation of services related to transportation or accommodation facilities, and tour itinerary alteration or cancellation owing to such causes;

(d) Orders of either Japanese or foreign governments, immigration regulations, isolation resulting from infectious diseases, and tour itinerary alteration or cancellation owing to such causes;

(e) Accidents occurring during the client's free activities;

(f) food poisoning;

(g) Theft;

(h) Delays, stoppages, changes of schedule and route in relation to transportation facilities, and tour itinerary alterations and/or shortened stays at destinations owing to such causes.

3 Notwithstanding the notification period of the damage as provided in Paragraph (1), the Company shall compensate for damage to baggage as provided in Paragraph (1) only when said damage is reported within 21 days counting from the day after the occurrence of such damage. The compensation shall be, regardless of the amount of the damage, up to a maximum of 150,000 yen per person (except for cases where the Company committed willful misconduct or gross negligence).

## **19 Special Indemnifications**

1 Regardless of whether or not the Company is liable as mentioned in the preceding Article (1), in accordance with the Company's Special Rules for Compensation of the Company Terms and Conditions, the Company shall pay compensation for death (15 million yen), compensation for permanent physical injuries (up to 15 million yen), cost of hospitalization (20,000 - 200,000 yen), cost of hospital visit (10,000 - 50,000 yen) and compensation for damage to baggage (up to 100,000 yen per item of baggage or pair of items and up to 150,000 yen per person for one agent organized tour), for specific damage incurred by the clients' body, life or baggage, arising from sudden and accidental occurrence during an agent-organized tour.

2 Notwithstanding Paragraph (1), a day when no Tour Services included in an agent organized tour organized by the Company are provided shall not be considered as a day during an agent-organized tour unless otherwise mentioned in the relevant brochure.

3 The Company shall not pay compensation or cost as stipulated in Paragraph (1) when damage suffered by clients during an agent-organized tour results from the client's willful misconduct, driving while intoxicated and/or ill, or dangerous sports and activities such as mountain climbing (using mountain-climbing equipment such as ice axes, crampons, climbing rope hammers), luge, bobsledding, skydiving, hang-gliding, ultra-light plane flying (motor-driven hang-gliding, micro light planes, ultra-light planes), gyro-plane flying which are not included in the agent-organized tour and are engaged in during the client's free time. Provided, however, that this is not applicable when these activities are included in the itinerary of the agent-organized tour.

4 The Company shall not pay compensation for damage for exempted items listed in the Company Terms and Conditions such as cash, securities, credit cards, coupons, airplane tickets, passport, driver's licenses, visas, deposit receipts (including handbooks and bank cards), other data and similar items, contact lenses.

5 In cases where the Company is liable for compensation as stipulated in Paragraph (1) and compensation for damage as stipulated in the preceding Article, when any one of the liabilities is met, both liabilities shall be regarded as met to the extent of the amount paid.

## **20 Liability of Clients**

1 The client shall be liable to the Company for damage suffered arising from the client's willful misconduct, negligence, illegal conduct or conduct against public order and good manners, or breach of the Company Terms and Conditions.

2 Clients are required to make every effort to utilize information provided by the Company and to understand the details of the Tour Contract of the agent-organized tour including the rights and obligations of clients to conclude the agent-organized tour contract.

3 After the start of the tour, if a client should find that the tour service provided is different from that specified in the tour contract, the client is required to report the discrepancy to the Company or Arrangement Agents for the Company or Tour Service Providers immediately.

4 The Company may take necessary measures if a client needs treatment during the duration of the tour due to illness, injuries, etc. In the case the Company is not responsible for the cause of the illness, injury, etc., the client shall bear all costs for said measures and must make the payments by the means and date designated by the Company.

5 If the client loses the travel coupons provided by the Company, the client shall bear the cost and charges of transportation service providers to reissue said coupons. The tariffs and charges shall be the amount decided by such transportation service providers.



## 21 Optional Tour and Provision of Information

1 In relation to the application of Article 19 (Special Indemnification) to a separate agent-organized tour arranged and operated by the Company with a separate participation fee targeted at clients who are participating in an agent-organized tour of the Company (hereinafter referred to as an "Optional Tour"), the Company shall treat it as part of the main agent-organized tour contract. We specify in the brochures relating to Optional Tours that "the organizer is the Company".

2 If it is stated in the Brochure that the Optional Tour is operated by a company other than the Company (hereinafter referred to as "Tour Operator"), and the Client pays for and joins the Optional Tour of their own accord, the responsibilities of the Tour operator of the Optional Tour and of the clients are all governed by the terms and conditions of such tour operator.

3 Where the Company lists possible sports in its brochures merely for the purposes of providing information, the Company will clearly indicate this. In this case, the special indemnification provision of Article 19 shall apply to damage suffered by clients caused during the possible sports (provided, however, that this does not apply to cases where the date of the Optional Tour is not on the arranged date of the main agent-organized tour and also such is clearly mentioned in the brochure and the final documents). However, other than that, the Company shall not be responsible for any liability.

## 22 Itinerary Booking Guarantee

1 Should material changes occur in the contents of the contract as stated in the left-hand column of the following table (except for changes mentioned in (1) through (3) below), the Company shall pay to the clients for compensation for changes by multiplying "tour prices" provided in Article 6 by the rate indicated in the right-hand column of the table within 30 days counting from the day after the tour ends. Provided, however, that if it is apparent that the Company is liable in accordance with Article 18(1) in relation to such changes, the Company shall pay the amount not as compensation for changes but as either a portion or full amount of compensation for damage.

(1) The Company shall not pay compensation for changes due to the following reasons (however, the Company shall pay compensation for changes if such changes are caused by a shortage of seats, rooms or other facilities of the transportation or accommodation service providers, even when such services are provided): (a) bad weather and natural disasters, which hinder the tour itinerary; (b) war; (c) civil riots; (d) governmental orders; (e) suspension of Tour Services involving transportation or accommodation service providers such as cancellation, interruption, or cessation; (f) provision of transport services different from the original schedule; owing to delays or changes in operation schedules; and (g) necessary measures to secure tour participants' lives and bodies.

(2) The Company shall not pay compensation for changes due to the following reasons (however, the Company shall pay compensation for changes if such changes are caused by a shortage of seats, rooms or other facilities of the transportation or accommodation service providers, even when such services are provided): (a) bad weather and natural disasters, which hinder the tour itinerary; (b) war; (c) civil riots; (d) governmental orders; (e) suspension of Tour Services involving transportation or accommodation service providers such as cancellation, interruption, or cessation; (f) provision of transport services different from the original schedule; owing to delays or changes in operation schedules; and (g) necessary measures to secure tour participants' lives and bodies.

2 Regardless of Clause 1 hereinabove, the maximum amount of compensation for changes paid by the Company under one organized Tour Contract shall be the tour fare multiplied by 15%. This money will not be paid, however, if the total amount is less than 1,000 yen.

3 The Company may pay compensation by providing goods or services equivalent to compensation money with clients' consent instead of paying the compensation for changes or for damage in cash.

Change for which the Company shall pay compensation for changes	(A)	(B)
(1) Change in tour departure or termination date specified in tour brochures	1.5%	3.0%
(2) Changes in destination or entry to tourist spots and/ or facilities (including restaurants) stated in tour brochures or final documents	1.0%	2.0%
(3) Changes in grade or equipment of transport facilities as stated in tour brochures to those of lower cost (only when the total price after change becomes less than stated in the Tour Contract.)	1.0%	2.0%

(4) Changes in transport vehicles or of the company operating them as stated in Tour brochures	1.0%	2.0%
(5) Change to other flight involving a change of domestic airports for departure or arrival of the tour stated in the tour brochures or the final documents	1.0%	2.0%
(6) Change in the international flights stated in the Brochure or the Final Tour Itinerary from direct flight to connecting flight or flight with stops	1.0%	2.0%
(7) Change in accommodation facilities or the name of the accommodation providers as stated in the Brochure or the Final Tour Itinerary	1.0%	2.0%
(8) Change in type of rooms, facilities, views of accommodation as stated in the tour brochures or the final documents	1.0%	2.0%
(9) Among the changes in items (1) through (8) above, the matters included in the tour title as stated in the tour brochures or the final documents	2.5%	5.0%

(A) If the client is notified by the day prior to start of tour.

(B) If the client is notified after start of tour.

Note 1: In the event that changes occur between the details as set forth in the Brochure and those in the Final Tour Itinerary, or between the details set forth in the Final Tour Itinerary and the actual Tour Services provided, each change shall be considered as one change.

Note 2: With regard to the changes set forth in (9) above, compensation rates set forth in (1) through (8) shall not apply, and the compensation rate set forth in (9) shall apply.

Note 3: For transportation facilities, one change shall be deemed as one change per ride or ship; for accommodation facilities, one change per overnight stay; and for other tour services, one change per item.

Note 4: In the event that multiple changes set forth in (4), (7), and (8) occur per ride or ship or per overnight stay, such changes shall nevertheless be deemed as one change per ride or ship, or as one change per overnight stay.

Note 5: In the event that the transportation facilities set forth in (3) and (4) accompany usage of accommodation facilities, changes shall be deemed as one change per overnight stay. Note 6: For company name changes in transportation facilities as set forth in (4) and name changes in accommodation facilities as set forth in (7), this only means the cases where the facilities themselves change.

Note 6: For company name changes in transportation facilities as set forth in (4) and name changes in accommodation facilities as set forth in (7), this only means the cases where the facilities themselves change.

Note 7: Changes to a higher grade or facilities is not the case described in (4) above regarding company name changes made to transportation facilities.

## 23 Communications Contract

The Companies may accept an application for the tour from a card holder (hereinafter referred to as a "Card Holder") of a credit card issued by the Company or credit card companies with which the Company have an alliance (hereinafter referred to as "Affiliated Companies") under the condition that the tour price and cancellation fee may be paid without the Card Holder's signature ("Communications Contract"). The terms and conditions of the Communications Contract are different from the usual terms and conditions of the tour in the points below. (Some travel sales agents may not be able to deal with such applications. Also, the type of cards acceptable will depend on the relevant travel sales agent.)

1 "Card Use Day" means, in this Article, the date when the Card Holder or the Company pays the tour price or other amount or refunds debts in accordance with the Tour Contract

2 When applying, the credit card number and card expiration date and other matters must be notified to the Companies.

3 Tour Contracts by way of Communications Contracts are concluded, when the Companies send a notice of acceptance to conclude such Tour Contracts; provided, however, that, in the case that the Companies provide notice of acceptance by electronic means such as telephone or e-mail, when such notice reaches the client.

4 The Companies shall receive the payment of the "tour prices described in the Brochure" and the "cancellation fee as provided in Article

13" by a credit card issued by the Affiliated Companies without a signature of the Card Holder on the prescribed slip. In this case, the Card Use Day for the tour price shall be the day when the contract enters into effect.

5 When a client cancels a contract, the Companies shall refund the amount of the tour price less the amount of the cancellation fee within 7 days (30 days in the case of a reduction or cancellation after tour departure) counting from the day after the cancellation request date, which shall be the Card Use Day.

6 If payment by the credit card presented by the Card Holder cannot be made due to credit reasons, the Companies shall terminate the Communications Contract and the Client must pay to the Companies the tour price in cash by a date which the Companies separately specifies. If the client is not able to pay by the due date, the client shall be charged a penalty charges equivalent to the cancellation fee described.

## **24 Recommendation for Domestic Travel Insurance**

During travel, injuries may incur large sums of treatment costs or transportation costs. Accidents may also result in claims for damages and compensations in amounts which are difficult to collect from the offender. In order to secure oneself against such cases, we recommend that the customer take out domestic travel insurance of a sufficient amount.

## **25 Handling of Personal Information**

1 When clients apply for tours, the Companies obtain the clients' personal information described in the Companies' application form. Clients may choose which personal information to provide to the Companies at their own discretion but the Companies may not be able to accept an application or request of a client if all or part of the personal information is not provided and the Companies cannot contact the client or carry out the necessary procedures to arrange and provide the Tour Services.

2 The Companies use the personal information obtained in accordance with the preceding Paragraph to contact clients and use such information to the extent necessary for the process of arranging the Tour Services and receiving such services for the tour applied to by the client and provide such information to the transportation and accommodation providers described in the Brochure and insurance companies and arrangement agent by electronic means. In addition, the Companies may use the clients' personal information (1) for news in relation to the Companies or Affiliated Companies' products or services or campaigns, (2) to request opinions and impressions after tour participation, (3) to request the completion of a questionnaire, (4) to offer VIP services and (5) to formulate statistical documents.

3 The Company may provide the clients' personal information held by the Company to souvenir shops for convenience of shopping by clients at the travel destination or elsewhere. In this case, the Company provides the personal information in relation to clients' names, passport number and flight boarding numbers by sending them via electronic means in advance. If the client wishes to prevent this provision of personal information, please inform the relevant tour sales office in charge by departure.

## **26 Reference Date of Tour Conditions and Prices**

1 The reference date of the tour conditions and tour prices are as specified in the Brochures (Japan time).

## **27 Others**

1 The client shall pay the expenses incurred when he or she asks for the personal accompaniment of a tour conductor for such purposes as guiding shopping, etc., costs arising from client injury or illness, the return or articles left behind owing to personal negligence, as well as changes incurred by independent activity.

2 The client shall accept all responsibility for decisions regarding individual purchases at souvenir shops even when said shops are introduced by the Company. The Company will not accept any exchange or return of products.

3 The client shall accept all responsibility for decisions regarding individual purchases at souvenir shops even when said shops are introduced by the Company or its local tour operators.

4 Under no circumstances shall the Company re-conduct a tour.

5 When clients order alcoholic beverages, meals, and other services at inns or hotels, clients shall be liable for the relevant taxes including consumption taxes as a general rule.