

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 form travel agent contract (Public Notice No. 790 by the Ministry of Transport dated December 19, 7th Year of Heisei - 1995) as stipulated in Article 12 -3 of the Travel Agency Law (Law No. 239 of 27th Year of Showa - 1952)

December 16, 16th Year of Heisei - 2004

Kazuo Kitagawa, Minister of Land, Infrastructure and Transport

## Standard Form Travel Agent Contract

### (General Terms and Conditions)

#### - Subscription Type Package Tour Contract Section -

#### Chapter 1 - General Provisions

##### Article 1. - Scope of Application

01.01. The Contract of our Company (hereinafter to be referred to as "We," "Us," or "Our" as the case may be) concerning the Subscription Type Package Tour (hereinafter referred to as the "Package Tour") to be concluded with the Traveler, shall be based on this Contract under the following terms and conditions. In the case that any matter not stipulated in this Contract arises, ordinance or generally established practice shall be applied.

01.02. In cases where we conclude a Special Contract with the Traveler in writing, neither in violation of the relevant law, nor harming the interests of the Traveler, such a Special Contract shall be given priority, notwithstanding the provision of the preceding Paragraph 01.01.

##### Article 2 - Definition of Terminology

02.01. The " Package Tour" shall mean, in this Contract, such Tours as those for which we prepare beforehand, travel plans including itineraries, destinations, forms of

transport and contents of accommodation service to be offered to Travelers, as well as the amount of the Tour Price payable to us by the Traveler, which shall be implemented as planned.

02.02. In this Contract, the "Inland Trip" shall refer to trips planned with travel within Japan only, and the "Overseas Trip" shall mean those trips other than inland trips.

02.03. In this Section, the "Communication Contract" shall refer to the Package Tour Contract, concluded for our Package Tour with the card member of our Company, or the credit card company (hereinafter referred to as the "Affiliated Company") affiliated with the company marketing the Package Tour on our behalf, by subscription through telephone, mail, facsimile, or other means of communication. This is subject to receiving prior consent from the Traveler, regarding settlement of the credit obligation or liability held by us, such as the Tour Price, etc., under the Package Tour Contract, on and after the due date of such obligation or liability according to card membership rules as provided separately by the Affiliated Company. This is also subject to payment of the Tour Price, etc. payable under the aforementioned Package Tour Contract, as specified by the method in 12.02, the latter Paragraph of 16.01, and 19.02 hereunder.

02.04. In this Section, the "Electronically Consented Notice" shall refer to the notice issued in acceptance of the subscription for the Contract. The issuance is conducted by means of transmission, through methods utilizing information-communication technologies, via telecommunication lines connecting the computer, facsimile, telex or telephone (hereinafter referred to as the "Electronic Computer, etc."), as used by us, or the company marketing the Package Tour on our behalf, with the Electronic Computer, etc. used by the Traveler.

02.05. In this Contract, the "Date Card Used" shall refer to the date when the Traveler or our Company becomes obligated to pay the Tour Price, etc. or when refundable liability is implemented under the Package Tour Contract.

### Article 3. - Contents of Tour Contract

03.01. We undertake the organization of arrangements and administration of itineraries under the Package Tour Contract, such that the Traveler may be provided with transport, transport and accommodation as offered by accommodation facilities, and

other services concerning the Tour (hereinafter referred to as the "Tour Service").

Article 4. - Business Agent

04.01. We reserve the right to engage other travel agents, professional organizers and arrangers, or other helpers in or outside Japan, in having them make arrangements in whole, or in part on our behalf, for the execution of the Package Tour Contract.

Chapter 2 - Conclusion of Contract

Article 5. - Subscription for the Tour Contract (In Case the Travel Agent Does Not Fall Under Category III)

05.01. A Traveler who wishes to subscribe for our Package Tour Contract shall fill in the necessary information on the Application Form as designated by us (hereinafter referred to as the "Application Form"), and shall submit it to us together with the required Application Fee as specified separately by us.

05.02. Notwithstanding provision of preceding Paragraph 05.01, the Traveler who wishes to subscribe for our Communication Contract, shall notify us of the name of the desired Package Tour, the start date of the Tour, the aforementioned Traveler's membership number and other information as required (hereinafter in the subsequent Articles referred to as the "Membership Number, etc.").

05.03. The Application Fee as specified in 05.01 above, shall be treated as part of the Tour Price, may be subject to forfeiture in the case of cancellation, or may be used as a penalty charge .

05.04. In cases where the Traveler participating in the Package Tour requires special attention, the aforementioned Traveler shall mention such a request to us at the time of application for the Contract. We shall attempt to accommodate such requests as far as possible.

05.05. Expenses incurred as a result of special arrangements made at the request of the Traveler, under preceding Paragraph 05.04, shall be borne by the Traveler themselves.

Article 5. - Subscription for Tour Contract (In the Case of a Category III Travel Agent)

05.01. A Traveler who wishes to subscribe for our Package Tour Contract shall fill in the necessary information on the Application Form as designated by us (hereinafter referred to as the "Application Form"), and shall submit it to us together with the required Application Fee payable in the amount specified separately by us within the limit of 20% or less of the Tour Price.

05.02. Notwithstanding the provision of the preceding Paragraph 05.01, the Traveler who wishes to subscribe for our Communication Contract, shall notify us of the name of the desired Package Tour, the start date of the Tour, the aforementioned Traveler's membership number and other information as required (hereinafter referred to as the "Membership Number, etc.").

05.03. The Application Fee specified in 05.01 above shall be treated and used as part of the Tour Price, cancellation fee or penalty charge as required.

05.04. In cases where the Traveler participating in the Package Tour requires special attention, the aforementioned Traveler shall mention such a request to us at the time of application for the Contract. We shall attempt to accommodate such requests as far as possible.

05.05. Expenses incurred as a result of special arrangements made at the request of the Traveler, under the preceding Paragraph 05.04, shall be borne by the Traveler.

Article 6. - Subscription by Telephone, etc.

06.01. Subscriptions for the Package Tour Contract are accepted by means of telephone, mail, facsimile and other means of communications. In such cases, the Contract is not concluded at the time of subscription, and the Traveler for the aforementioned Tour shall submit an Application Form and Application Fee, or notify us of his or her Membership Number, etc. within the period as designated by us, in accordance with the provision of 05.01 or 05.02 of preceding Article 5, after we have notified said Traveler of our acceptance of his or her subscription,

06.02. Upon the submission of the Application Form and Application Fee as specified in preceding Paragraph 06.01, or when we have been notified of the Traveler's Membership Number, etc., the order in which we conclude the Package Tour Contract with the aforementioned Traveler shall be in the same order that we received said subscription, with regards to other similar subscriptions.

06.03. In cases where the Traveler fails to submit the Application Fee, or to notify us of his or her Membership Number, etc. within the period specified in 06.01 above, we shall consider such a subscription as not having been received and treat it accordingly.

Article 7. - Rejection of Contract Conclusion

07.01. The following are cases upon which we reserve the right to decline the conclusion the Package Tour Contract.

(1) In cases where the age, sex, qualifications, skills and/or other conditions of the Traveler in question do not meet such conditions as specified by us in advance, as required of Travelers participating in the Tour.

(2) In cases where the number of Travelers subscribing for the Tour has already reached the maximum number of participants as scheduled for the Tour.

(3) In cases where the Traveler in question subscribing for the Tour is likely to create a nuisance for other Travelers or hinder smooth implementation of the Tour as a group.

(4) In cases where there is any inconvenience experienced on our side related to our business, as stemming from the actions of the Traveler in question during the subscription process.

(5) In cases where the Communication Contract is about to be concluded, and the Traveler is unable to settle in whole or in part, the liability related to his or her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company. Such reasons may be due to, but not limited to, the credit card as held by the Traveler in question, being found to be invalid.

Article 8. - Time that the Tour Contract is deemed Concluded

08.01. The Package Tour Contract shall be deemed to be concluded, when we have accepted the conclusion of the Contract, and have received the Application Fee as specified in 05.01.

08.02. Notwithstanding the provision of preceding Paragraph 08.01, the Communication Contract shall be considered concluded when we send a notice to the effect of communicating our acceptance of the conclusion of the Contract. An electronic notice of acceptance as sent by us is exception to this, in which case the aforementioned Contract shall be deemed to be concluded when said electronic notice reaches the Traveler.

Article 9. - Delivery of Contract Document

09.01. We shall promptly deliver to the Traveler, a document (hereinafter referred to as the "Contract Document") detailing the itinerary, contents of Tour Service, Tour Prices, and other conditions of the Tour, as well as matters concerning our responsibility with regards to the Tour, after the Tour Contract has been concluded as defined in preceding Article 8.

09.02. The scope of the Tour Service involving our responsibility in making arrangements and administering itineraries under the Package Tour Contract, shall be based on details stated in the Contract Document, as specified in preceding Paragraph 09.01.

Article 10. - The Determinate Document

10.01. In cases where it is not possible to state the determinate itinerary, or the names of transport and/or accommodation facilities in the Contract Document as specified in preceding Article 09.01., we shall list, on a limited basis, the names of facilities scheduled for accommodation and the name of intended transport facilities on the Contract Document. Further to delivering such a Contract Document, we shall also deliver a document with descriptions of determinate conditions (hereinafter referred to as the "Determinate Document") on or before the date as specified in said Contract Document, but no later than the day immediately preceding the starting date of the Tour (or the starting date of the Tour, in cases where subscriptions for the Package Tour

Contract are made during the 7-day period leading up to the start date of the tour) .

10.02. With respect to preceding Paragraph 10.01., in cases where an enquiry is received from a Traveler who wishes to confirm the condition of arrangements, we shall respond promptly and properly to such an enquiry, even prior to the delivery of the Determinate Document to said Traveler.

10.03. In cases where the Determinate Document has been delivered as specified in 10.01., the scope of the Tour Service involving our responsibility to arrange and administer the itinerary, shall be limited to the scope as described in said Determinate Document.

Article 11. - Method of Utilizing Telecommunication Technology

11.01. Assuming prior consent of the Traveler has been obtained; when said Traveler has been provided with details such as the itinerary, contents of the Tour Service, the Tour Price, other conditions of the Tour, and our responsibility (hereinafter referred to in this Article as the "Described Details"), to be stated in the document, the Contract Document, or the Determinate Document, at such a time when he or she is about to conclude the Package Tour Contract, and said provision is by means of utilizing telecommunications technology, instead of physically delivering the aforementioned document(s) to said Traveler, we shall confirm that the Described Details have been recorded on a file as equipped in and as capable of communications equipment and as used by the Traveler (confined to the use of said Traveler) and have been viewed by said Traveler.

11.02. With respect to preceding Paragraph 11.01., when the communications equipment used by the aforementioned Traveler is not equipped with and/or not capable of the function of recording the Described Details, we shall record the Described Details on a file (for exclusive use of the said Traveler) as equipped in and as capable of communications equipment used by us, and confirm that said Traveler has viewed the Described Details.

Article 12. - Tour Price (In Case the Travel Agent Does Not Fall Under Category III)

12.01. The Traveler shall pay to us, the amount of the Tour Price as specified in the Contract Document, on or before the date specified in the Contract Document, and prior to the starting date of the Tour.

12.02. Upon conclusion of the Communication Contract, we shall receive payment of the amount of the Tour Price as specified in the Contract Document by the credit card of our Affiliated Company, and without the need to obtain the Traveler's signature on the designated voucher. In this case, the date of card used shall be considered as the date that the Tour Contract is concluded.

Article 12. - Tour Price (In the Case of a Category III Travel Agent)

12.01. The Traveler shall pay to us the Tour Price as specified in the Contract Document on or before the date specified in the Contract Document after the start date of the Tour. Please note that we will not accept receipt of the Tour Price prior to the start of the Tour except for the Application Fee.

12.02. Upon conclusion of the Communication Contract, we shall receive payment of the Tour Price, in the amount specified in the Contract Document, by the credit card of our Affiliated Company without the need to obtain the Traveler's signature on the designated voucher. In this case, the Use Date of the aforementioned card shall be considered, as for the Application Fee, as the date that the Tour Contract is concluded, and, as for the Tour Price excluding the Application Fee, as the date described in the Contract Document after the start date of the Tour.

Chapter 3 - Alteration of the Contract

Article 13. - Alteration of Contract Contents

13.01. In cases where unusual and unforeseen circumstances arise due to reasons beyond our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, the need to use transport services not based on our original transport plan, and such circumstances affect the safe and smooth implementation of the Tour, we may be required to change the itinerary contents of the Tour Service, and other contents of

the Package Tour Contract (hereinafter referred to as the "Contract Contents") by promptly informing and/or explaining to the Traveler beforehand, reasons for the nature of such circumstances being beyond our control, and the correlation between such circumstances and subsequent changes. This shall be the case except at the time of an emergency, where the Traveler is informed and/or receives an appropriate explanation after such changes have been made.

Article 14. - Alteration of Tour Price

14.01. In cases where the transport fare and charge applicable to the transport facilities being used for the implementation of the Package Tour (hereinafter in this Article referred to as the "Applicable Fare and Charge") are increased or reduced considerably beyond price levels as normally assumed, due to significant changes to economic and/or other conditions, compared with the Applicable Fare and Charge specified at the time when the Package Tour was originally offered, we shall be permitted to increase or reduce the amount of the Tour Price within the range of the amount so increased or reduced.

14.02. In cases where we increase the Tour Price as provided for in preceding Paragraph 14.01., we shall inform the Traveler to that effect no later than the 15th day prior to the starting date of the Tour.

14.03. In cases where the Applicable Fare and Charge are reduced as provided for in 14.01., we shall lower the Tour Price by the amount so reduced in accordance with the provision of said Paragraph.

14.04. In cases where changes in the contents of the Tour Contract, according to the provision of preceding Article 13, result in any increase or decrease to accrue in the expenses required for the implementation of the Tour (including cancellation charges for the Tour Service not received due to changes in the contents of said Contract, penalties and/or other prepaid or payable expenses), we reserve the right to make changes to the amount of the Tour Price, within the range of the amount increased or reduced when such Contract Contents are changed (except when such a change is the result of a lack of vacancies in the transport and accommodation facilities, or rooms and other facilities, despite the relevant Tour Service and seats/places as provided by the transport and accommodation facilities) .

14.05. When the number of people participating in the Tour changes due to reasons not attributed to us after the conclusion of the Package Tour Contract, in cases where we have stated in the Contract Document that the Tour Price varies with the number of people utilizing the transport and accommodation facilities, we reserve the right to change the amount of the Tour Price as described in the Contract Document.

#### Article 15. (Change of Traveler )

15.01. A Traveler who has concluded a Package Tour Contract with us, may assign his/her status under said Contract to a third party, subject to our consent.

15.02. In cases where the Traveler wishes to obtain our consent as provided for in preceding paragraph 15.01, said Traveler shall fill in the necessary information on a form as designated by us, and submit it with the handling fee of a designated amount, to us.

15.03. The assignment of said status under the Contract, as provided for in 15.01., shall take effect when approved by us. After such approval, the third party who has acquired such status under the Tour Contract, shall inherit all rights and obligations concerning said Package Tour Contract as originally concluded by the Traveler.

### Chapter 4 - Cancellation of the Contract

#### Article 16. - The Traveler's rights in canceling the Contract

16.01. The Traveler may, at any time, cancel the Package Tour Contract by paying to us the cancellation fee as specified in Schedule I. In cases where said Traveler wishes to cancel the

Communication Contract, we shall accept and process payment of the cancellation fee by using the card of our Affiliated Company without obtaining said Traveler's signature on the designated voucher.

16.02. The Traveler may cancel the Package Tour, in the following instances without having to pay the cancellation fee before the start of the Tour, notwithstanding the provision of preceding Paragraph 16.01.

(1) In cases where the Contract Contents are changed by us. This is, however, limited only to those cases resulting from such changes as those listed in the left column of Schedule II and other important changes.

(2) In cases where the Tour Price is increased under the provision of 14.01.

(3) In cases where unusual and unforeseen circumstances arise due to reasons beyond our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, and other such circumstances that affect the safe and smooth implementation of the Tour, or that have increased the potential of disabling the tour to an extreme extent.

(4) In cases where we fail to deliver the Determinate Document to the Traveler on or prior to the date specified in 10.01.

(5) In cases where the implementation of the Tour is prevented/precluded as scheduled according to the itinerary described in the Contract Document, as a result of causes attributed to us.

16.03. When the Traveler is unable to receive the Tour Service as described in the Contract Document after the start of the Tour, due to causes not attributed to him/her, or when we inform him/her to this effect, said Traveler may cancel the Contract for that portion of the Tour Service which he/she is unable to receive, without paying the cancellation fee, notwithstanding the provision of 16.01.

16.04. In the case of preceding Paragraph 16.03, we shall refund to the Traveler: the portion of the Tour Price as represented by the portion of the Tour Service which has become unavailable. However, when the afore-mentioned case is not due to causes attributed to us; we shall refund to said Traveler: the afore-mentioned amount, after deduction of the cancellation fee, and after the application of any penalties and/or other amounts already paid, or related to expenses payable from such a time, for said Tour Service.

Article 17. - Our Right to Cancel the Contract - Cancellation before the Start of the Tour

17.01. We reserve the right to cancel the Package Tour Contract before the start of the Tour by explaining to the Traveler about the reason for the cancellation, in the following instances.

(1) In cases where it becomes known that the Traveler does not meet the conditions required of Tour participants, such as age, sex, qualifications, skills, etc., as specified by us beforehand.

(2) In cases where the Traveler is considered unable to participate in said Tour due to illness, the absence of a necessary aide/helper and/or other such causes.

(3) In cases where the Traveler is likely to create a nuisance for other Travelers and/or hinder smooth implementation of the Tour as a group.

(4) In cases where the Traveler requests extra burden in regards of the contents of the Contract beyond a reasonable extent.

(5) In cases where the number of Travelers participating in the Tour does not reach the minimum number of participants for the Tour as specified in the Contract Document.

(6) In cases where it is extremely likely that Tour conditions required for implementation of the Tour as described at the time of the conclusion of the Contract, such as the amount of snowfall necessary for a ski Tour, shall not come into being.

(7) In cases where unusual and unforeseen circumstances arise due to reasons beyond our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, and other such circumstances that affect the safe and smooth implementation of the Tour as scheduled according to the itinerary described in the Contract Document, or that have increased the potential of disabling the tour to an extreme extent.

(8) In cases where the Communication Contract has been concluded, and the Traveler is

unable to settle in whole or in part, the liability related to his or her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company. Such reasons may be due to, but not limited to, the credit card as held by the Traveler in question, being invalid.

17.02. In cases where the Traveler does not pay the Tour Price by the due date, as specified in the Contract Document as provided for in 12.01, the Traveler shall be considered to have cancelled the Package Tour Contract on the day immediately following the said due date. In such a case, said Traveler shall pay a penalty of the amount equal to the cancellation fee as specified in 16.01 to us.

17.03. In cases where we cancel the Package Tour Contract due to reasons as defined in 17.01. (5) , we shall inform Travelers participating in the Tour that said Tour is to be cancelled, no later than the 13th day prior to the starting date of the Tour in the case of inland Tours (no later than the 3rd day prior in the case of a day trip) and no later than the 23rd day prior (no later than the 33rd day prior to the starting date of the Tour, should such a date fall within the \*Peak Season as defined in Schedule D) to the starting date of the Tour otherwise.

Article 18. - Our Right to Cancel the contract - Cancellation after the beginning of the Tour

18.01. We reserve the right to cancel part of the Package Tour Contract, in the following instances, even after the start of the Tour, by explaining to the Traveler about the reason for the cancellation.

(1) In cases where the Traveler is considered unable to continue said Tour due to the absence of a necessary aide/helper and/or other such causes.

(2) In cases where the Traveler infringes on the safe and smooth implementation of said Tour by not following instructions as given by our Tour Escort and/or other staff for the safe and/or smooth implementation of the Tour, or by disrupting the disciplinary order of group activities by physically assaulting and/or threatening said staff or other Travelers.

(3) In cases where unusual and unforeseen circumstances arise due to reasons beyond

our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, and other such circumstances that affect the safe and smooth implementation of the Tour.

18.02. In cases where we cancel the Package Tour Contract under the provision of preceding Paragraph 18.01, the contractual relationship between our Company and the Traveler shall cease to exist from this point forth. In such a case, it shall be deemed that our liability related to the Tour Service already provided to the Traveler has effectively been redeemed.

18.03. In the case of preceding Paragraph 18.02, we shall refund to said Traveler: the afore-mentioned amount, after deduction of the cancellation fee, and after the application of any penalties and/or other amounts already paid, or related to expenses still payable from such a time, for said Tour Service, from the remaining amount for the portion of said Tour service which has yet to be offered to the Traveler.

#### Article 19. - Refund of Tour Price

19.01. In cases where a refund becomes due to the Traveler as a result of the Tour Price being reduced under provisions set forth from 14.03 through 14.05, or due to the cancellation of the Package Tour Contract under provision of preceding Articles 16 through 18, we shall refund to the Traveler, the amount by which the Tour Price is reduced. Such refunds shall be made within 7 days reckoned from the day immediately following the date of cancellation, in cases where the refund is due to cancellation prior to the start of the Tour. Otherwise, refunds shall be made within 30 days reckoned from the day immediately following the last day of the Tour as stated in the Contract Document, in cases where said refund is due to a reduction of the Tour Price, or if cancellation takes place after the start of the Tour.

19.02. In cases where the Communication Contract has been concluded with the Traveler, we shall pay a refund to the Traveler according to the card membership rules of the Affiliated Company, if a refund becomes due to him/her as a result of a reduction of the Tour Price, under provisions set forth from 14.03 through 14.05, or due to the cancellation of the Communication Contract under the provisions of preceding Articles

16 through 18. Such refunds shall be made within 7 days reckoned from the day immediately following the date of cancellation, in cases where the refund is due to cancellation prior to the start of the Tour. Otherwise, refunds shall be made within 30 days reckoned from the day immediately following the last day of the Tour as stated in the Contract Document, in cases where said refund is due to a reduction of the Tour Price, or if cancellation takes place after the start of the Tour. The day upon which we notify the Traveler shall be considered as the date of using the card.

19.03. Provisions of preceding Paragraphs, 19.01 and 19.02, shall not prevent the Traveler or our Company from exercising the right to claim compensation for damages suffered under provisions of Articles 27 or 30.01 hereto.

Article 20. - Arrangement for Return Trips after Cancellation of the Contract

20.01. In cases where we cancel the Package Tour Contract after the start of the Tour, under provisions of Articles 18.01 (1) or 18.03, we shall undertake to make arrangements for Tour Services as needed for the Traveler to return to the place of departure of said Tour at the request of the Traveler.

20.2. With reference to preceding Paragraph 20.01, all expenses required for such return trips to the place of departure shall be borne by the Traveler.

Chapter 5 - Contracts with Organizations and Groups

Article 21. - Contracts with Organizations and Groups

21.01. The provisions of this Chapter shall be applied to the conclusion of Package Tour Contracts, relevant to cases where subscriptions are received from two or more Travelers due to travel the same route at the same time, provided that each Traveler appoints a responsible representative (hereinafter referred to as the "Contract Representative").

Article 22. - Contract Representative

22.01. Unless a special contract is concluded, the Contract Representative shall be deemed the person holding all power of representation concerning the conclusion of the

Package Tour Contract, for Travelers who compose of his/her organization or group (hereinafter referred to as the "Constituent Member"). All transactions concerning Tour business related to said organization or group, shall be handled with said Contract Representative.

22.02. The Contract Representative is required to submit a list of the Constituent Members on or before the date as specified by us.

22.03. We shall not be held accountable for liabilities or obligations which the Contract Representative assumes on behalf of the Constituent Members, or liabilities or obligations which the Contract Representative is expected to assume in the future.

22.04. In cases where the Contract Representative does not accompany his/her organization or group during the Tour, one of the Constituent Members as appointed by the Contract Representative beforehand, shall be deemed by us to be the Contract Representative after the commencement of the Tour.

## Chapter 6 - Administration of Itinerary

### Article 23. - Administration of Itinerary

23.01. We shall make efforts to secure safe and smooth travel for the Traveler and carry out the following services for said Traveler, except where we have concluded a special contract with said Traveler which differs from the **following** provisions.

(1) To take necessary measures to ensure that said Traveler will receive such Tour Service as specified in the Package Tour Contract, in cases where it is feared that said Traveler may not be able to receive the afore-mentioned Tour Service during the Tour,

(2) To make arrangements for alternative services in cases where the alteration of the Tour Contract contents becomes unavoidable, despite the undertaking of measures as described in the preceding Paragraph. In cases where the Tour itinerary is to be changed, we shall make efforts to arrange for the alternative itinerary after the change measure up to the purport of the original Tour itinerary. In such a case, we shall also try to minimize alterations of the Contract Contents by making the Tour Service contents

after the change as close to the originally planned contents.

Article 24. Instructions by Our Company

24.01. The Traveler shall be required to follow the instructions of our Company while the Tour is conducted as a group during the Tour from start to finish. This is done for the safe and smooth implementation of the Tour.

Article 25. Services of Tour Escort, Etc.

25.01. We reserve the right to ask Tour Escorts or others to accompany the Tour, depending on the contents of said Tour, for the handling of services as described in respective Paragraphs from Article 23, in whole or in part, which we consider necessary in connection with said Package Tour.

25.02. The service hours for said Tour Escorts or others to engage in the services as described in the preceding Paragraph 25.01 shall, in principle, range from 8:00 to 20:00 hours.

Article 26. Protective Measures

26.01. We reserve the right to take measures as necessary in cases where we consider the Traveler to be in a Condition requiring attention and/or protection due to sickness and/or injury. In such a case, unless the cause of such a condition is not attributed to us, the expenditure required for the said measures shall be borne by said Traveler and shall be payable by the Traveler on or before the date as specified by us, by a method as designated by us. This shall apply unless the cause of said condition is attributed to our actions.

Chapter 7 - Responsibility

Article 27. Responsibility of Our Company

27.01. We shall be accountable for the compensation of damages suffered by the Traveler intentionally or negligently by us, or by our agent who has been engaged by us to make arrangements on our behalf, under the provision of Article 4 (hereinafter

referred to as the "Business Agent"). Such compensation shall be limited to cases where notice has been given to us within two years from the day immediately following the day when such damages have been suffered.

27.02. In cases where the Traveler suffers damage due to unusual and unforeseen circumstances arising due to reasons beyond our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, and other such circumstances, we shall not be held liable for compensation, except in the case of preceding Paragraph 27.01.

27.03. With regards to damage caused to baggage as described in 27.01, notwithstanding the provision of said Paragraph, we shall compensate the Traveler to a maximum limit of ¥150,000 per Traveler (except in cases where the damage was caused by us intentionally, or was a direct result of our negligence/fault). Such compensation shall only apply provided we are notified of the damage, no later than 14 days after the day when such damage was suffered in the case of inland trips, and no later than 21 days after the day when such damage was suffered in the case of overseas trips.

#### Article 28. - Special Compensation

28.01. We shall pay compensation money and solatium of the amount as set beforehand respectively for certain damage caused to the life, body or baggage of a participating Traveler during the Package Tour, in accordance with the provision of the separate Rules of Special Compensation, regardless whether or not we are accountable for causing said damage.

28.02. In cases where we are accountable under the provision of preceding Article 27.01 for damage caused as described in preceding Paragraph 28.01, the compensation payable by us, within the limits of compensation payable based on said accountability, according to preceding Paragraph 28.01, shall be considered fair compensation for said damage

28.03. In such cases as provided for in preceding Paragraph 28.02, our responsibility to

pay the indemnity based on the provision of 28.01 shall be reduced by an amount equal to the compensation money payable by us, under the provision of preceding Article 27.01 (including the indemnity considered as compensation money according to the provision of preceding Paragraph 28.02).

28.04. Package Tours implement by our collection of a separate Tour Price, from a participating Traveler on our Package Tour shall be handled as part of the contents of the principal Package Tour.

Article 29. - Guarantee of Itinerary

29.01. In cases where a major alteration is made to the Tour Contents described in the left column of Schedule II (excluding alterations caused by the lack of vacancies in the transport and accommodation facilities, or rooms and other facilities, despite the relevant Tour Service and seats/places as provided by the transport and accommodation facilities and with the exception of alterations as described in the following instances), we shall pay compensation for such alterations in excess of the amount by multiplying the Tour Price by the percentage as specified in the right column of said Schedule. This shall be done no later than 30 days after the last day of the Tour, except in cases where it is clear that our accountability arises under provision of Article 27.01 regarding said alterations.

(1) Alterations due to the following causes:

(a) Acts of God/providence

(b) Acts/Maelstroms of war

(c) Civil commotion

(d) Exercises/Orders from government and other public agencies

(e) Suspension and/or closure of Tour Services such as transport and accommodation facilities

(f) The offer of transport services not originally included in the travel plan.

(g) Measures undertaken to ensure the safety of Tour Participants

(2) Alterations related to the cancelled portion of the Package Tour Contract based on provisions from Article 16 through Article 18.

29.02. The maximum amount of compensation payable by us for such alterations shall be the amount as calculated by multiplying the Tour Price per Traveler for one Package Tour by the percentage set by us in excess of 15%. However, in cases where the amount of compensation per Traveler falls below 1,000 yen, we shall not be obliged to pay compensation for the alteration.

29.03. In cases where it is clear that our accountability will arise concerning said alteration, based on the provision of Article 27.01, after we have paid compensation for the alteration in accordance with the provision of 29.01, the Traveler will be required to repay such compensation paid for said alteration. In such a case, based on the provision of the afore-mentioned Paragraph, we shall pay the balance by offsetting the amount of compensation payable by us, by the amount of compensation due to be repaid by the Traveler.

Article 30. - Accountability of the Traveler

30.01. In cases where we have suffered damage due to the direct intentions and/or fault of a Traveler, said Traveler shall be required to compensate us for the damage.

30.02. When the Traveler concludes the Package Tour Contract, the Traveler shall attempt to fully understand the contents of said Package Tour Contract, such as the right and obligations of the Traveler, etc., by utilizing information as provided by us.

30.03. For the Traveler to receive the Tour Service as planned and described in the Contract Document, after the Tour's start, the Traveler shall promptly inform us, or our business agent or the provider of said Tour Service at the Touring point, if and when the Traveler realizes that the Tour Service being offered differs from that as stated in the

Contract Document.

Chapter 8 - Business Guarantee Bonds  
(In cases involving Non-Security Members of the Association of Travel Agents)

Article 31. - Business Guarantee Bonds

31.01. The Traveler or Constituent Member ,who concludes the Package Tour Contract with us, is entitled to be reimbursed from Business Guarantee Bonds deposited by us, under the provision of Article 7.01 of the Travel Agency Law in conjunction with claims as arising from said transaction.

31.02. The name and location of the Deposit Office where the Business Guarantee Bonds have been deposited are as follows:

(1) Name: FREEPLUS

(2) Location: Grand Front Osaka, Tower A 29F 4-20 Ofukacho, Kita-ku,Osaka, Japan

Chapter 8 - Compensation Business Guarantee Bonds  
(In cases involving Security Members of the Association of Travel Agents)

Article 31. - Compensation Business Guarantee Bonds

31.01. We hereby verify our status as a Security Member of the FREEPLUS Association of Travel Agents (located at Grand Front Osaka, Tower A 29F 4-20 Ofukacho, Kita-ku, Osaka, Japan ).

31.02. The Traveler or Constituent Member, who has concluded the Package 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 preceding Paragraph 31.01, up to the maximum amount of yen.

31.03. As we have paid our share of the Compensation Business Guarantee Bonds to the Association of Travel Agents, in accordance with the provision of the first Paragraph of Article 22-10 of the Travel Agency Law, we have not deposited the Business Guarantee Bonds based on the first Paragraph of Article 7 of the Travel Agency Law.

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Schedule I - Cancellation fees (related to Article 16.01)

1. Cancellation fees related to Inland Trips

Classification	Cancellation Fee
(1) Package Tour Contract excluding the following cases	
(a) In cases where the Contract is cancelled no earlier than 20 days (10 days in the case of a day trip) prior to the starting day of the Tour (except in the following cases from (b) through (e) ).	Up to 20% of the Tour Price
(b) In cases where the Contract is cancelled no earlier than 7 days prior to the starting day of the Tour (except in the following cases from (c) through (e)).	Up to 30% of the Tour Price
(c) In cases where the Contract is cancelled on the day before the starting day of the Tour.	Up to 40% of the Tour Price
(d) In cases where the Contract is cancelled on the starting day of the Tour.	Up to 50% of the Tour Price
(e) 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
(2) Package Tour Contract with the use of a Chartered Vessel	Based on the rules of the cancellation fee for said Vessel

Recital: The amount of the cancellation fee shall be clearly specified in the Contract Document.

2. Cancellation Fee related to Overseas Trips

Classification	Cancellation Fee
1. Package Tour Contract with the use of an Aircraft when leaving Japan or returning to Japan (excluding Tour Contracts specified in the next Paragraph)	
(a) In cases where the starting day of the Tour falls within the *Peak Season, and the Contract is cancelled no earlier than 40 days prior to the starting day of the Tour (except in the following cases from (b) through (d)).	Up to 10% of the Tour Price
(b) In cases where the Contract is cancelled no earlier than 30 days prior to the starting day of the Tour (except in the following cases from (c) through (d)).	Up to 20% of the Tour Price
(c) 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 (d) below).	Up to 50% of the Tour Price
(d) 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
2. Package Tour Contract with the use of a Chartered Aircraft	

(a) In cases where the Contract is cancelled no earlier than 90 days prior to the starting day of the Tour (except in the following cases from (b) through (d)).	Up to 20% of the Tour Price
(b) In cases where the Contract is cancelled no earlier than 30 days prior to the starting day of the Tour (except in the following cases from (c) through (d)).	Up to 50% of the Tour Price
(c) In cases where the Contract is cancelled no earlier than 20 days prior to the starting day of the Tour (except in the following case described in (d) below).	Up to 80% of the Tour Price
(d) 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).	Up to 100% of the Tour Price
3. Package Tour Contract with the use of a Vessel when leaving Japan or returning to Japan	Based on the rules of the cancellation fee for said Vessel
*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 .	
Recital: The amount of the cancellation fee shall be clearly specified in the Contract Document.	

Schedule II - Monetary Compensation for Alterations (related to Article 29.01)

Alterations Requiring Payable Compensation	Percentage per Case (%)	
	Prior to the start of the Tour	After the start of the Tour
(1) Alterations of 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 Transport 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 in the class of the transport 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 and/or destination airport in Japan from those as specified in the Contract Document.	1.0	2.0
(6) Alterations/additions of connecting or indirect flights as needed to supplement/replace direct flights scheduled to fly from Japan to outside of Japan according to the Contract Document	1.0	2.0
(7) Alterations to 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, facilities, scenery, etc.	2.5	5.0
(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.		

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 (3) or (4) 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 (4) 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 (4) or (7) or (8) 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.

Note 6. With reference to the alterations described in (9) above, the percentages from (1) through (8) shall not be applied, but rather that of the percentage as listed under (9).

## - Order-Taking Type Customized Tour Contract Section

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### Chapter 1 - General Provisions

#### Article 1 - Scope of Application

01.01. The Contract of our Company (hereinafter to be referred to as "We," "Us," or "Our" as the case may be) concerning the Order-Taking Type Customized Tour (hereinafter referred to as "Customized Tour") to be concluded with the Traveler shall be based on this Contract under the following terms and conditions. In case there is any matter not stipulated in this Contract, ordinance or generally established practice shall be applied.

01.02. In the case that we conclude a Special Contract with the Traveler in writing without violating the relevant law or harming the interest of the Traveler, such a Special Contract shall be given priority, notwithstanding the provision of the preceding Paragraph 01.01.

#### Article 2 - Definition of Terminology

02.01. In this Contract, " Customized Tour" shall mean such Tours as those for which we prepare at the request of the Traveler travel plans including the destination and itinerary, type of transport and contents of accommodation service to be offered to the Traveler as well as the Tour Price payable to us by the Traveler and which shall be implemented as planned.

02.02. In this Contract, "Inland Trip" shall mean trips planned for travel within Japan only, and "Overseas Trip" shall mean those trips other than inland trips.

02.03. In this Section, "Communication Contract" shall mean the Customized Tour Contract, which is concluded with the card member of the credit card company affiliated with us (hereinafter referred to as the "Affiliated Company") by subscription through telephone, mail, facsimile, or other means of communication, subject to prior consent of

the Traveler regarding the settlement of the obligation or liability held by us, such as the Tour Price, etc., under the Customized Tour Contract, on or after the due date of such obligation or liability according to the separately provided card membership rules of the Affiliated Company and also subject to payment of the Tour Price, etc. payable under the said Customized Tour Contract by the methods specified in 12.02, the latter Paragraph of 16.01, and 19.02 hereunder.

02.04. In this Section, "Electronically Consented Notice" shall mean a notice issued in acceptance of the subscription for the Contract, and is conducted by means of transmission, among the methods utilizing information-communication technologies, via telecommunication lines connecting the computer, facsimile, telex or telephone (hereinafter referred to as the "Computer, etc."), used by us connected to the Computer, etc. used by the Traveler.

02.05. In this Contract, "Date Card Used" shall mean the date when the Traveler or our Company is obligated to pay the Tour Price, etc. or execute refundable liability under the Customized Tour Contract.

### Article 3 - Contents of Tour Contract

03.01. We undertake to make arrangements and administer the itinerary under the Customized Tour Contract so that the Traveler may be provided with transport, transport and accommodation which are offered by accommodation facilities, and other services concerning the Tour (hereinafter referred to as the "Tour Service"), according to the itinerary set by us.

### Article 4 - Business Agent

04.01. There are cases where we may engage other travel agents, professional arrangers or other helpers inside or outside Japan to make arrangements in whole or in part on our behalf for the execution of the Customized Tour Contract.

## Chapter 2 - Conclusion of the Tour Contract

### Article 5 - Delivery of the Customized Plan Document

05.01. Upon receipt of a request from the Traveler about to subscribe to us for the Customized Tour Contract, we will deliver to the Traveler, unless prevented due to business-related reasons, the document describing the contents of our Customized Travel Plan prepared at the request of the Traveler, such as the itinerary, contents of tour service, Tour Price, and other conditions concerning the travel to be undertaken.

05.02. There are cases where we will specify in the Customized Document of the preceding Paragraph the amount of our handling charge for the Customized Travel Plan (hereinafter to be referred to as the "Planning Charge") as a breakdown of the Tour Price.

#### Article 6 - Subscription for the Tour Contract

06.01. The Traveler who wishes to subscribe for our Customized Tour Contract concerning the contents of the Travel Plan described in the Plan Document of the preceding Article 05.01, will be required to fill in the necessary information on the Application Form designated by us (hereinafter referred to as the "Application Form") and submit it to us together with the Application Fee in the amount separately specified by us.

06.02. Notwithstanding the provision of the preceding Paragraph 06.01, the Traveler, who wishes to subscribe for our Communication Contract concerning the contents of the Travel Plan described in the Plan Document of the preceding Article 05.01, will be required to notify us of his/her membership number and other information.

06.03. The Application Fee specified in 06.01 above, shall be treated as part of the Tour Price (including the Planning Charge specified as a breakdown of the said Tour Price), or the Cancellation Charge or the Penalty.

06.04. In the case that the Traveler participating in the Customized Tour requires special attention, the said Traveler will be asked to mention such a request to us at the time of application for the Tour Contract. In this case we shall try to accommodate such a request as far as possible.

06.05. Any expenses incurred as a result of special arrangements made at the request of the Traveler under the preceding Paragraph 06.04 shall be borne by the said Traveler.

Article 7 - Rejection of the Conclusion of the Contract

07.01. There following are cases where we may decline to conclude the Customized Tour Contract:

(1) In the case that the Traveler subscribing for the Tour is likely to cause trouble to other Travelers or hinder smooth implementation of the Tour for the group.

(2) In the case that there is any inconvenience on our side which is related to our business.

(3) When the Communication Contract is about to be concluded, if the Traveler is unable to settle in part or in whole the liability related to his/her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company, due to such causes as the credit card held by the Traveler is found invalid.

Article 8 - Conclusion of the Tour Contract

08.01. The Customized Tour Contract shall be considered concluded when we have accepted the conclusion of the Contract and have received the Application Fee specified in 06.01.

08.02. Notwithstanding the provision of the preceding Paragraph 08.01, the Communication Contract shall be considered concluded when we send out a notice to the effect that we accept the conclusion of the Contract, except when an electronic notice of acceptance is sent out for the said Contract, in which case the Contract shall be considered concluded when the said electronic notice has reached the Traveler.

Article 9 - Delivery of Contract Document

09.01. We will deliver to the Traveler a document (hereinafter referred to as the "Contract Document") with details regarding the itinerary, contents of the Tour Service, Tour Price, and other conditions of the Tour as well as matters concerning our responsibility for the Tour, promptly after the Tour Contract has been concluded as defined in the preceding Article 8.

09.02. In cases where we have specified the amount of the Planning Charge in the Plan Document prepared as per 05.01, we shall also specify the said amount in the Contract Document of the preceding Clause 09.01.

09.03. The scope of the Tour Service involving our responsibility to make arrangements and administer the itinerary under the Customized Tour Contract shall be based on the description of the Contract Document of the preceding Paragraph 09.01.

#### Article 10 - Determinate Document

10.01. In the case that it is not possible to state the determinate itinerary or the names of transport or accommodation facilities in the Contract Document specified in the preceding Article 09.01., we shall list on a limited basis in the Contract Document the names of facilities scheduled for accommodation and the names of transport facilities important in the Travel Plan, and we shall deliver a document with descriptions of determinate conditions (hereinafter referred to as the "Determinate Document"), after we have delivered the said Contract Document on or before the date specified in the said Contract Document but no later than the day immediately preceding the starting date of the Tour (or the starting date of the Tour in cases where subscription for the Customized Tour Contract is made on and after the 7th day counted backward from the day immediately preceding the starting date).

10.02. In the case of the preceding Paragraph 10.01., when an inquiry is received from the Traveler who wishes to confirm the condition of arrangements, we shall respond promptly and properly to such an inquiry. even before the delivery of the Determinate Document to the said Traveler.

10.03. In the case that the Determinate Document has been delivered as specified in 10.01., the scope of the Tour Service involving our responsibility to arrange and administer the itinerary shall be limited to the scope described in the said Determinate Document.

#### Article 11 - Method of Utilizing Telecommunication Technology

11.01. When we have provided the Traveler, with his/her prior consent, with details to

be stated in the document, the Contract Document, or the Determinate Document, at the time when he/she is about to conclude the Customized Tour Contract, such as the itinerary, contents of the Tour Service, the Tour Price, other conditions of the Tour, and our responsibility (hereinafter in this Article referred to as the "Described Details"), by means of utilizing telecommunication technology instead of delivering the said document to the said Traveler, we shall confirm that the Described Details have been recorded on the file equipped in the communication equipment used by the Traveler.

11.02. In the case of the preceding Paragraph 11.01., when the communication equipment used by the said Traveler is not equipped with a file for recording the Described Details, we shall record the Described Details on the file (confined for exclusive use of the said Traveler) equipped in the communication equipment being used by us and confirm that the said Traveler has viewed the Described Details.

#### Article 12 - Tour Price

12.01. The Traveler will be required to pay to us the Tour Price for the amount specified in the Contract Document on or before the date described in the Contract Document prior to the starting date of the Tour.

12.02. When the Communication Contract has been concluded, we shall receive payment of the Tour Price in the amount specified in the Contract Document by the credit card of the Affiliated Company without obtaining the Traveler's signature on the designated voucher. In this case, the date the card is used shall be considered as the date the Tour Contract is concluded.

### Chapter 3 - Alteration of the Contract

#### Article 13 - Alteration of Contract Contents

13.01. The Traveler may request us to change the contents of the itinerary or tour service or other contents of the Customized Tour Contract (hereinafter to be referred to as the "Tour Contents"), in which case we shall try to accommodate such requests of the Traveler as far as possible.

13.02. In case there arise such causes beyond our control as act of providence,

maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and other public agencies, transport service not based on our original transport plan, and other causes, and when it is considered unavoidable in order to effect the safe and smooth implementation of the Tour, we may be required to change the itinerary, contents of the Tour Service, and other contents of the Customized Tour Contract (hereinafter referred to as the "Contract Contents") by explaining promptly to the Traveler beforehand the reasons due to the uncontrollable nature of such causes and the correlation between such causes and subsequent changes, except at the time of emergencies, in which case, when unavoidable, we shall explain to the Traveler after the changes have been made.

#### Article 14 - Alteration of Tour Price

14.01. In case the transport fare and charge applicable to the transport facilities being used for the implementation of the Customized Tour (hereinafter in this Article referred to as the "Applicable Fare and Charge") are increased or reduced considerably beyond the level normally assumed, due to significant changes in economic and other conditions, compared with the Applicable Fare and Charge made public as effective rates at the time when the Plan Document for the Customized Tour was delivered, we shall be allowed to increase or reduce the amount of the Tour Price within the range of the amount thus increased or reduced.

14.02. In the case that we increase the Tour Price as provided in the preceding Paragraph 14.01., we shall inform the Traveler to that effect on or before the 15th day counted backward from the day immediately preceding the starting date of the Tour.

14.03. In the case that the Applicable Fare and Charge are reduced as provided in 14.01., we shall decrease the Tour Price by the amount thus reduced in accordance with the provision of the said Paragraph.

14.04. If any change in the contents of the Tour Contract according to the provisions of the preceding Article 13 causes any decrease or increase to accrue in the expense required for the implementation of the Tour (including the cancellation charge or penalty for the Tour Service unreceived due to the change in the contents of the said Contract, and/or other expenses already paid or payable from now), we may change the Tour Price within the range of the amount reduced or increased when the Contract

Contents are changed (except when such changes are caused by a lack of seats in the transport facilities or rooms in the accommodation or other facilities despite the relevant Tour Service provided by the transport and accommodation facilities).

14.05. When we have stated in the Contract Document that the Tour Price varies with the number of persons utilizing the transport and accommodation facilities, and when the number of persons participating in the Tour has been changed due to the causes not attributable to us after the conclusion of the Customized Tour Contract, there are cases where the amount of the Tour Price will be changed as described in the Contract Document.

#### Article 15 - Change of Traveler

15.01. The Traveler who has concluded the Customized Tour Contract may assign his/her status under the said Contract to a third party, subject to our consent.

15.02. In cases where the Traveler wishes to obtain our consent as provided in the preceding Paragraph 15.01, the said Traveler will be required to fill in the necessary information on the form designated by us and submit it to us together with the handling fee of the designated amount.

15.03. The assignment of the status under the Contract, as provided in 15.01., shall take effect when approved by us and the third party who has acquired the status under the Tour Contract. The third party shall hereafter inherit all the rights and obligations concerning the said Customized Tour Contract concluded by the Traveler.

### Chapter 4 - Cancellation of the Contract

#### Article 16 - Traveler's Right to Cancel the Contract

16.01. The Traveler may cancel at any time the Customized Tour Contract by paying to us the cancellation charge specified in Schedule I. In the case that the said Traveler wishes to cancel the Communication Contract, we shall accept payment of the cancellation charge by using the card of the Affiliated Company without obtaining the said Traveler's signature on the designated voucher.

16.02. The Traveler may cancel, in the following cases, the Customized Tour without paying the cancellation charge before the start of the Tour, notwithstanding the provision of the preceding Paragraph 16.01:

(1) When the Contract Contents have been changed by us, but limited to only such cases as the changes listed in the left column of Schedule II and other important changes.

(2) When the Tour Price has been increased under the provision of 14.01.

(3) When there arise such causes as act of providence, maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and public agencies, and other causes, which have disabled the safe and smooth implementation of the Tour or have increased the potential of disabling the Tour to an extreme extent.

(4) When we have failed to deliver the Determinate Document to the Traveler on or before the date specified in 10.01.

(5) When the implementation of the Tour has been precluded as scheduled according to the itinerary described in the Contract Document due to causes attributable to us.

16.03. When the Traveler has been unable to receive the Tour Service as described in the Contract Document after the start of the Tour due to causes not attributable to him/her or when we have informed him/her to that effect, the said Traveler may cancel the Contract for that portion of the Tour Service that he/she has been unable to receive, without paying the cancellation charge, notwithstanding the provision of 16.01.

16.04. In the case of the preceding Paragraph 16.03, we shall refund to the Traveler the portion of the Tour Price related to the portion of the Tour Service that has become unavailable. However, when the preceding case is not due to a cause attributable to us, we shall pay a refund to the said Traveler after deducting from the said amount the cancellation charge, penalty and other amount already paid or the amount related to the expenses payable from now for the said Tour Service.

Article 17 - Our Right to Cancel the Contract - Cancellation before the Start of the Tour

17.01. There are cases as follows where we will cancel the Customized Tour Contract before the start of the Tour by explaining to the Traveler the reason for the cancellation:

(1) In cases where the Traveler is considered unbearable to participate in the said Tour due to illness, absence of a necessary helper or other causes.

(2) In cases where the Traveler is likely to cause trouble to other Travelers or interfere with the smooth implementation of the Tour as a group.

(3) In cases where the Traveler has requested extra burden with regards to the contents of the Contract beyond a reasonable range.

(4) In cases where it is extremely likely that the Tour conditions required for implementation of the Tour as described at the time of the conclusion of the Contract, such as the amount of snowfall necessary for a ski Tour, may disable the tour.

(5) In cases where there arise such causes beyond our control as act of providence, maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and public agencies, and other causes, which disable the safe and smooth implementation of the Tour as scheduled according to the itinerary described in the Contract Document, or which are extremely likely to disable the Tour.

(6) When the Communication Contract is concluded, in the case that the Traveler becomes unable to settle in part or in whole his/her liability relating to the Tour Price, etc. as provided in the card membership rules of the Affiliated Company due to such causes as the credit card held by the Traveler becomes invalid.

17.02. In the case that the Traveler does not pay the Tour Price by the due date specified in the Contract Document as provided in 12.01, the Traveler will be considered to have cancelled the Customized Tour Contract on the day immediately following the said due date. In this case, the said Traveler will be required to pay a penalty of the amount equal to the cancellation charge specified in 16.01.

Article 18 - Our Right to Cancel - Cancellation after the Start of the Tour

18.01. There are cases as follows where we may cancel part of the Customized Tour Contract even after the start of the Tour by explaining to the Traveler about the reason for the cancellation:

(1) In cases where the Traveler is unbearable to continue the Tour due to the absence of a necessary helper or other causes.

(2) In cases where the Traveler interferes with the safe and smooth implementation of the said Tour by not following the instructions given by our Tour Escort or other staff to implement the Tour safely and smoothly or disrupting the disciplinary order of the group activity by physically assaulting or threatening the said staff or other Travelers.

(3) In cases where there arise such causes beyond our control as act of providence, maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and public agencies, and other causes, which have disabled the safe and smooth implementation of the Tour.

18.02. In the case that we have cancelled the Customized Tour Contract under the provision of the preceding Paragraph 18.01, the Contractual relationship between our Company and the Traveler ceases to exist only to the future. In this case, it will be considered that our liability related to the Tour Service already provided to the Traveler has been redeemed effectively.

18.03. In the case of the preceding Paragraph 18.02, we shall refund to the Traveler the amount remaining after deducting the cancellation charge, penalty charge and any other amount already paid or the amount related to the expenses payable from now for the said Tour Service from the amount covering the portion of the Tour Service which has not yet been offered to the Traveler out of the Tour Price.

#### Article 19 - Refund of the Tour Price

19.01. We shall refund to the Traveler the amount due in case there accrues a refundable amount due to the Traveler due to the reduction of the Tour Price under the provisions set forth from 14.03 through 14.05 or due to cancellation of the Customized Tour Contract under the provisions of the preceding three Articles from Article 16

through Article 18, within 7 days reckoned from the day immediately following the date of cancellation in the case of a refund due to cancellation before the start of the Tour, or within 30 days reckoned from the day immediately following the last day of the Tour which is stated in the Contract Document in the case of a refund due to the reduction of the Tour Price or cancellation after the start of the Tour.

19.02. In the case that the Communication Contract has been concluded with the Traveler, we shall pay a refund to the Traveler according to the card membership rules of the Affiliated Company if there accrues a refundable amount due to him or her due to reduction of the Tour Price under the provisions set forth from 14.03 through 14.05 or due to cancellation of the Communication Contract under the provisions of the preceding three Articles from Article 16 through Article 18. In this case, we shall notify the Traveler of the refundable amount due within 7 days reckoned from the day immediately following the date of cancellation in the case of a refund due to cancellation before the start of the Tour, or within 30 days reckoned from the day immediately following the last day of the Tour which is stated in the Contract Document in the case of a refund due to the reduction of the Tour Price or cancellation after the start of the Tour. The day when we have notified the Traveler shall be considered as the date of using the card.

19.03. The provisions of the preceding two Paragraphs, 19.01 and 19.02, shall not prevent the Traveler or our Company from exercising the right to claim compensation for damage under the provision of Article 28 or Article 31.01 hereto.

#### Article 20 - Arrangement for Return Trip after Cancellation of the Contract

20.01. In the case that we have cancelled the Customized Tour Contract after the start of the Tour under the provision of Article 18.01 (1) or 18.03, we shall undertake arrangements for the Tour Service needed for the Traveler to return to the departure place of the said Tour at the request of the Traveler.

20.2. In the case of the preceding Paragraph 20.01, all the expense required for the return trip to the departure place shall be borne by the Traveler.

## Chapter 5 - Contracts with Organizations and Groups

Article 21 - Contracts with Organizations and Groups

21.01. We shall apply the provisions of this Chapter to the conclusion of the Customized Tour Contract in cases where we receive subscriptions from two or more Travelers who are to travel the same route at the same time, provided that each Traveler appoint a responsible representative (hereinafter referred to as the "Contract Representative").

Article 22 - Contract Representative

22.01. Unless a Special Contract is concluded, we shall consider the Contract Representative as the person holding all the power of representation concerning the conclusion of the Customized Tour Contract for the Travelers who compose his/her organization or group (hereinafter referred to as the "Constituent Member"), and we shall handle transactions concerning the Tour business related to the said organization or group and the business of Article 26.01 with the said Contract Representative.

22.02. The Contract Representative will be required to submit a list of the Constituent Members on or before the date set by us.

22.03. We shall not be held responsible for the liabilities or obligations which the Contract Representative assumes to the Constituent Members at present or the liabilities or obligations which the Contract Representative is expected to assume in the future.

22.04. In the case that the Contract Representative does not accompany his/her organization or group during the Tour, one of the Constituent Members appointed by the Contract Representative beforehand shall be considered by us as the Contract Representative after the start of the Tour.

Article 23 - Special Rule of the Conclusion of the Contract

23.01. When we conclude the Customized Tour Contract with the Contract Representative, there are cases where we accept the conclusion of the Customized Tour Contract without receiving payment of the Application Fee, notwithstanding the provision of Article 26.01.

23.02. When we conclude the Customized Tour Contract with the Contract Representative without receiving payment of the Application Fee under the provision of the preceding Paragraph 23.01, we shall deliver to the Contract Representative a Document written to that effect, and the Customized Tour Contract shall be considered concluded when we have delivered the said Document to the Contract Representative.

## Chapter 6 - Administration of Itinerary

### Article 24 - Administration of Itinerary

24.01. We shall make efforts to secure the safe and smooth implementation of the travel for the Traveler and to carry out the following services for the Traveler, except when we have concluded with the Traveler a Special Contract which differs from these services:

(1) In cases where it is considered that the Traveler may not be able to receive the Tour Service during the Tour, to take necessary measures to ensure that the Traveler will receive the Tour Service as specified in the Customized Tour Contract.

(2) In cases where it becomes unavoidable to alter the contents of the Tour Contract despite the measures taken as described in the preceding Paragraph, to make arrangements for alternative services. If the itinerary of the Tour is to be changed, we shall make efforts to make the alternative itinerary after the change measure up to the purport of the original itinerary. Also in cases where we are required to change the contents of the Tour Services, we shall try to minimize alterations of the Contract Contents by making the contents of the Tour Service after the change as close to the originally planned contents as possible.

### Article 25 - Instructions of Our Company

25.01. The Traveler will be required to follow the instructions of our Company while the Tour is conducted as a group during the Tour from its start to its finish, in order to implement the Tour safely and smoothly.

### Article 26 - Services of Tour Escorts, Etc.

26.01. There are cases where we shall ask Tour Escorts or others to accompany the Tour, depending on the contents of the Tour, and handle the services described in the respective Paragraphs of Article 24 in whole or in part or any other services which we consider necessary in connection with the said Customized Tour.

26.02. The service hours for the said Tour Escorts or others to engage in the services described in the preceding Paragraph 26.01 shall be in principle from 8:00 to 20:00.

#### Article 27 - Protective Measures

27.01. In the case that a situation arises where we consider the Traveler to be in a condition requiring protection due to sickness, injury, ect. during the travel, we may take the necessary measures. In these cases, if the cause is not blamed on us, the expenditure required for the said measures shall be borne by the said Traveler and shall be payable by the Traveler on or before the date set by us by the method designated by us.

### Chapter 7 - Responsibility

#### Article 28 - Responsibility of Our Company

28.01. We shall be responsible for compensating for the damage caused to the Traveler intentionally or negligently by us or by our agent (hereinafter referred to as the "Business Agent") who has been engaged by us to make arrangements on our behalf under the provision of Article 4, but limited only to cases when notice has been given to us within two years from the day immediately following the day when the damage occurred.

28.02. In cases where the Traveler has suffered damage due to causes beyond the control of our Company or our Business Agent, such as acts of providence, maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and other public agencies, and others causes, we shall not be held responsible for compensation except in the case of the preceding Paragraph 28.01.

28.03. Regarding damage caused to baggage as described in 28.01, notwithstanding the

provision of the said Paragraph, we shall compensate the Traveler up to ¥150,000 as a maximum amount per Traveler (except in cases where the damage has been caused by us intentionally or by gross negligence), only in cases where we have been notified of the damage within 14 days in the case of inland trips and within 21 days in the case of overseas trips, counted respectively from the day immediately following the day when the damage has occurred.

#### Article 29 - Special Compensation

29.01. We shall pay compensation and a solatium of the amount set beforehand for damage caused to the life, body or baggage of the Traveler while he/she is participating in a Customized Tour, in accordance with the provision of the separate Rules of Special Compensation, regardless of whether or not the damage has been caused due to our responsibility under the preceding Article 28.01.

29.02. In cases where we are responsible under the provision of the preceding Article 28.01 for the damage caused as described in the preceding Paragraph 29.01, the compensation money payable by us within the limit of the amount of compensation money payable based on the said responsibility according to the preceding Paragraph 29.01 shall be considered as the compensation money for the said damage.

29.03. In such a case as provided in the preceding Paragraph 29.02, our responsibility to pay the indemnity based on the provision of 29.01 shall be reduced by the amount equal to the compensation money payable by us under the provision of the preceding Article 28.01 (including the indemnity considered as the compensation money according to the provision of the preceding Paragraph 29.02).

29.04. The Subscription Type Package Tour which we implement by collecting a separate Tour Price from the Traveler participating in our Customized Tour shall be handled as part of the contents of the Customized Tour Contract.

#### Article 30 - Guarantee of Itinerary

30.01. In the case that a serious alteration is made to the Tour Contents described in the left column of Schedule II (except the alterations described in each of the following instances (excluding alterations caused by the lack of seats in the transportation

facilities or the lack of rooms in the accommodation or other facilities despite the fact that the said Tour Service is provided by the transport and accommodation facilities)), we shall pay compensation money for such alterations which is equal to or in excess of the amount reached by multiplying the Tour Price by the percentage specified in the right column of the said Schedule within 30 days counted from the day immediately following the last day of the Tour, except in cases where it is clear that we will bear the responsibility under the provision of Article 28.01 regarding the said alterations.

(1) Alterations due to the following causes:

(a) Act of providence.

(b) Maelstrom of war.

(c) Civil commotion.

(d) Orders from government and other public agencies.

(e) Suspension of Tour Services like transport and accommodation facilities.

(f) Offering a transport service not based on the original travel plan.

(g) Measures required to ensure the safety of the life or body of the Tour Participants.

(2) Alterations relating to the portion altered following the changes made to the Customized Tour under the provision of Article 13.01 and those relating to the portion cancelled due to the cancellation of the Customized Tour Contract based on the provisions from Article 16 through Article 18.

30.02. The maximum amount of compensation money payable by us for the alteration shall be the amount reached by multiplying the Tour Price per Traveler for the Customized Tour by the percentage set by us in excess of 15%. However, in the case that the amount of compensation money payable per Traveler for the Customized Tour falls below ¥1,000, we shall not pay the compensation money for the alteration.

30.03. In the case that it becomes clear that we are liable for the said alteration, based

on the provision of Article 28.01 after we have paid compensation money for the alteration in accordance with the provision of 30.01, the Traveler will be required to reimburse to us the compensation money paid for the said alteration. In this case, based on the provision of the same Paragraph, we shall pay the balance by offsetting the amount of the compensation money payable by us by the amount of the compensation money for the alteration that is refundable by the Traveler.

#### Article 31 - Responsibility of the Traveler

31.01. In the case that we have suffered damage due to the willfulness or fault of the Traveler, the said Traveler will be required to compensate us for the damage.

31.02. When the Traveler concludes the Customized Tour Contract, the Traveler will be required to try to understand the contents of the Customized Tour Contract, such as the right and obligation of the Traveler, etc., by utilizing the information provided by us.

31.03. In order for the Traveler to smoothly receive the Tour Service described in the Contract Document after the start of the Tour, the Traveler will be required to report promptly to us, our business agent or the provider of the said Tour Service at the Touring point if and when the Traveler realizes that a Tour Service different from the Contract Document has been offered.

### Chapter 8 - Business Guarantee Bonds (In Cases of Not Being a Security Member of the Association of Travel Agents)

#### Article 32 - Business Guarantee Bonds

32.01. The Traveler or the Constituent Member, who has concluded the Package Tour Contract with us, is entitled to receive reimbursement from the Business Guarantee Bonds deposited by us under the provision of Article 7.01 of the Travel Agency Law in connection with the claim arising from the said transaction.

32.02. The name and place of the Deposit Office where we have deposited the Business Guarantee Bonds are as follows:

(1) Name: FREEPLUS

(2) Place: Grand Front Osaka, Tower A 29F 4-20 Ofukacho, Kita-ku, Osaka, Japan

Chapter 8 - Compensation Business Guarantee Bonds  
(In Cases of Being a Security Member of the Association of Travel Agents)

Article 33. - Compensation Business Guarantee Bonds

33.01. We are the Security Member of the FREEPLUS Association of Travel Agents (located at Grand Front Osaka, Tower A 29F 4-20 Ofukacho, Kita-ku, Osaka, Japan ).

33.02. The Traveler or the Constituent Member, who has concluded the Package Tour Contract with us, is entitled to receive reimbursement from the Compensation Business Guarantee Bonds deposited by the \_\_\_\_\_ Association of Travel Agents which is described in the preceding Paragraph 31.01, up to the maximum amount of yen, in connection with the claim arising from the said transaction.

33.03. As we have paid our share of the Compensation Business Guarantee Bonds to the FREEPLUS Association of Travel Agents in accordance with the provision of the first Paragraph of the Article 22.10 of the Travel Agency Law, we have not deposited the Business Guarantee Bonds based on the first Paragraph of Article 7 of the Travel Agency Law.

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Schedule I - Cancellation Charge (relating to Article

16.01)

1. Cancellation Charges relating to Inland Trips

Classification	Cancellation Charge
(1) Customized Tour Contract excluding (2) below.	

(a) In a case other than the following cases from (b) through (f) (but limited to cases where we have specified the amount of the Planning Charge in the Contract Document)	Amount equal to the Planning Charge
(b) If the Contract is cancelled on or after the 20th day (the 10th day in the case of a day trip) counted backward from the day immediately preceding the starting day of the Tour (except the following cases from (c) through (f))	Not more than 20% of the Tour Price
(c) If the Contract is cancelled on or after the 7th day counted backward from the day immediately preceding the starting day of the Tour (except the following cases from (d) through (f))	Not more than 30% of the Tour Price
(d) If the Contract is cancelled on the day immediately preceding the starting day of the Tour	Not more than 40% of the Tour Price
(e) If the Contract is cancelled on the very day when the Tour starts	Not more than 50% of the Tour Price
(f) If the Contract is cancelled after the start of the Tour or the Traveler does not participate in the Tour without notice	Not more than 100% of the Tour Price
(2) Customized Tour Contract using a Chartered Vessel	Based on the rules of the cancellation charge for the said Vessel
Note: The amount of the cancellation charge shall clearly be specified in the Contract Document.	

## 2. Cancellation Charges relating to Overseas Trips

Classification	Cancellation Charge
(1) Customized Tour Contract using an Aircraft when leaving Japan or returning to Japan	

(excluding the Tour Contracts described in (2) and (3) below.	
(a) In a case other than the following cases from (b) through (d) (but limited to the cases where we have specified the amount of the Planning Charge in the Contract Document)	Amount equal to the Planning Charge
(b) If the Contract is cancelled on or after the 30th day counted backward from the day immediately preceding the starting day of the Tour (except the following cases from (c) through (d))	Not more than 20% of the Tour Price
(c) If the Contract is cancelled on or after two days before the starting day of the Tour (except the following case described in (d) below)	Not more than 50% of the Tour Price
(d) If the Contract is cancelled after the start of the Tour or the Traveler does not participate in the Tour without notice	Not more than 100% of the Tour Price
(2) Customized Tour Contract using a Chartered Aircraft	
(a) In a case other than the following cases from (b) through (f) (but limited to the cases where we have specified the amount of the Planning Charge in the Contract Document)	Amount equal to the Planning Charge
(b) If the Contract is cancelled on or after the 90th day counted backward from the day immediately preceding the starting day of the Tour (except the following cases from (c) through (e))	Not more than 20% of the Tour Price
(c) If the Contract is cancelled on or after the 30th day counted backward from the day immediately preceding the starting day of the Tour (except the following cases from (d) through (e))	Not more than 50% of the Tour Price
(d) If the Contract is cancelled on or after the 20th day counted backward from the day immediately preceding the starting day of the Tour (except the following case described in (e) below)	Not more than 80% of the Tour Price
(e) If the Contract is cancelled on or after the 3rd day counted backward from the day immediately preceding the starting day of the Tour or the	Not more than 100% of the Tour Price

Traveler does not participate in the Tour without notice	
(3) Customized Tour Contract using a Vessel when leaving Japan or returning to Japan	Based on the rules of the cancellation charge for the said Vessel
Note: The amount of the cancellation charge shall clearly be specified in the Contract Document.	

Schedule II - Compensation Money for Alterations  
(relating to Article 30.01)

Alterations Requiring Payment of Compensation Money	Percentage per Case (%)	
	Before the start of the Tour	After the start of the Tour
(1) Alterations of the starting day or last day of the Tour described in the Contract Document	1.5	3.0
(2) Alterations of sightseeing spots or sightseeing facilities (including restaurants) and other destinations of the Tour	1.0	2.0
(3) Alterations in the class or the facilities of Transportation Facilities to those with lower rates than those described in the Contract Document (but limited only to the cases where the total amount of charges for the class and facilities after alterations fall below the total amount for those specified in the Contract Document)	1.0	2.0
(4) Alterations in the type of transport or in the names of the companies described in the Contract Document	1.0	2.0

(5) Alterations to flights departing from and/or ending in Japan from those specified in the Contract Document.	1.0	2.0
(6) Alterations to a direct flight scheduled to fly from Japan to outside Japan as mentioned in the Contract Document to a connecting flight or an indirect flight.	1.0	2.0
(7) Alterations in the type or name of the accommodation facilities which are specified in the Contract Document		
(8) Alterations in the conditions of guest rooms as specified in the Contract Document, such as the type of guest rooms, facilities, scenery, etc.	1.0	2.0
	1.0	2.0
<p>Note 1. "Before the Start of the Tour" shall refer to cases where the Traveler has been notified of the relevant alteration on or before the day immediately preceding 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.</p> <p>Note 2. When the Determinate Document has been delivered, this Schedule shall be applied by reading "Contract Document" as "Determinate Document". In this 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 contents of the Determinate Document and the contents of the service actually offered, each respective alteration shall be treated as one case.</p> <p>Note 3. If transport facilities related to the alterations described in (3) or (4) above involve the use of accommodation facilities, each overnight stay shall be treated as one case.</p> <p>Note 4. Alternations in the names of companies operating transport facilities under (4) above will not be applicable in cases where alterations involve changes to a higher class or more sophisticated facilities.</p>		

Note 5. Even if the alterations described in (4) or (7) or (8) above take place in multiple cases during one ride on a transport vehicle or one overnight stay, each one ride or each one overnight stay shall be treated as one case respectively.

# Rules of Special Compensation

## Chapter 1 - Payment of Compensation Money, etc.

### Article 1 - Our Company's liability for Payment

01.01. If a Traveler participating in our Customized Tour has suffered injuries to his/her body due to a sudden and extraneous accident (hereinafter to be referred to as the "Accident") while he/she is participating in the said Tour, we shall pay to the Traveler or his/her legal heir Compensation for Death and Residual Disability as well as a Solatium for hospitalization and for hospital visit s(hereinafter referred to as the "Compensation, etc.") in accordance with the provisions from Chapters 1 through Chapter 4.

01.02. The injuries referred to in the preceding Paragraph, 01.01, include poisoning symptoms which rapidly develop when toxic gases or poisonous materials are inhaled, absorbed or taken in from outside the body accidentally (excluding the poisoning symptoms which develop as a result of continuous inhalation, absorption or ingestion.), but do not include bacterial food poisoning.

### Article 2 - Definition of Terminology

02.01. In these Rules of Special Compensation, "Organized Tour" shall mean those Tours defined in the first Paragraph of Article 2 of the "Subscription Type Package Tour Contract" Section and in the first Paragraph of Article 2 of the "Order-Taking Type Customized Tour" Section respectively.

02.02. In these Rules of Special Compensation, "While Participating in the Organized Tour" shall mean the period between the time when the Traveler starts receiving the services of the first group of transport and accommodation facilities, etc. which are specified in the itinerary of the said Organized Tour offered by the tickets arranged by our Company beforehand with an aim for the Traveler to participate in the Organized Tour up to the time when the Traveler finishes receiving the services of the last group of transport and accommodation facilities, etc. However, if the Traveler deviates from the route of the Organized Tour specified beforehand, when the said Traveler has notified us beforehand of the scheduled dates and times of his departure and return, the period

from the time of his/her departure until the time of his/her return shall be considered as "While Participating in the Organized Tour." However, when the said Traveler departs from the said Tour without notifying us beforehand of the scheduled dates and times of his/her departure and return or without planning to return to rejoin the Tour, the period of his/her departure till the time of his/her return or the period after his/her departure shall not be considered as "While Participating in the Organized Tour." Also in cases where the itinerary of the said Organized Tour includes the dates specified for the Traveler not to receive the service of the transport and accommodation facilities, etc. arranged by us (according to the standard time of the touring point), when it is clearly described in the Contract Document that the Compensation and Solatium for the damage suffered by the said Traveler on the said dates shall not be paid as provided in the Rules of Special Compensation, the said dates shall not be considered as "While Participating in the Organized Tour."

02.03. "The time when the Traveler starts receiving the service" in the preceding Paragraph, 02.02, shall mean one of the times in the following cases:

(1) The time when the reception by our Tour Escort, our Employee or our Business Agent is finished in cases where the reception is handled by them.

(2) In cases where the reception is not handled as described in the preceding case, one of the times in the following cases shall apply:

(a) If the first transport and accommodation facilities, etc. are aircraft, the time when the check-in is finished.

(b) If the first transport and accommodation facilities, etc. are vessels, the time when the boarding procedure is finished.

(c) If the first transport and accommodation facilities, etc. are railroads, the time when ticket examination is finished or the time when the Traveler has boarded the relevant train in cases where ticket examination is not conducted.

(d) If the first transport and accommodation facilities, etc. are wheeled vehicles, the time when the Traveler has boarded them.

(e) If the first transport and accommodation facilities, etc. are accommodation facilities, the time when the Traveler has entered such facilities.

(f) If the first transport and accommodation facilities, etc. are other than accommodation facilities, the time when the procedure to utilize the said facilities is finished.

02.04. "The time when the acceptance of services is finished" shall mean one of the times in the following cases:

(1) If our Tour Escort, our employee or our Business Agent announces the dismissal of the Organized Tour, the time when such an announcement has been made.

(2) If the announcement of the dismissal described in the preceding case is not conducted,

(a) If the first transport and accommodation facilities, etc. are aircraft, the time when the Traveler has exited the airport compound where only Travelers are allowed to enter.

(b) If the first transport and accommodation facilities, etc. are vessels, the time when the Traveler has disembarked the vessel.

(c) If the first transport and accommodation facilities, etc. are railroads, the time when ticket examination is finished or the time when the Traveler has disembarked the relevant train in cases where ticket examination is not conducted.

(d) If the first transport and accommodation facilities, etc. are wheeled vehicles, the time when the Traveler has disembarked them.

(e) If the first transport and accommodation facilities, etc. are accommodation facilities, the time when the Traveler has exited such facilities.

(f) If the first transport and accommodation facilities, etc. are other than accommodation facilities, the time when the Traveler has exited the said facilities.

## Chapter 2 - Cases where Compensation, etc. is not Paid

### Article 3 - Cases where Compensation, etc. is not Paid(1)

03.01. We shall not pay Compensation, etc. in cases where the injuries are caused by the causes listed below:

(1) Willfulness of the Traveler, except in the case of injuries caused to persons other than the Traveler.

(2) Willfulness of the person who is due to receive the Compensation for Death, except the amount of the said Compensation for Death which is receivable by another person in case the said person is the recipient of part of the Compensation for Death.

(3) Suicidal, criminal, or combative acts of the Traveler, except in the case of injuries suffered by persons other than the Traveler.

(4) Accidents caused while the Traveler is driving an automobile or motorized bicycle without having the driving qualification designated by ordinance or in a state incapable of normal driving such as under the influence of alcohol, except in the case of injuries suffered by persons other than the said Traveler.

(5) Accidents caused while the Traveler is behaving willfully against the law or is receiving illegal services, except in the case of injuries suffered by persons other than the said Traveler.

(6) Brain disease, illness or insanity of the Traveler, except in the case of injuries suffered by persons other than the said Traveler.

(7) Pregnancy, childbirth, premature birth, miscarriage, surgical operations, or other medical procedures of the Traveler, except in the case of treatment for injuries for which we are obligated to compensate.

(8) Accidents caused while the Traveler is undergoing execution of his criminal sentence or is in custody or in jail.

(9) War, use of force by a foreign power, revolution, takeover of the government, armed rebellion, or other incident or civil commotion similar to these (meaning, in these Special Compensation Rules, the state of affairs, which is considered an important situation from the viewpoint of security and maintenance of public order and peace throughout or in parts of a country by collective action of a mob or a large number of people).

(10) Accidents caused by the radioactivity, volatility or other hazardous characteristics or these characteristics of nuclear fuel material (including expended fuel, hereinafter to be interpreted likewise) or matters contaminated by nuclear fuel material (including atomic fission products).

(11) Accidents caused following the causes described in the preceding two cases or accidents arising from the confusion of social order following them.

(12) Exposure to radiation or radioactive contamination other than the case described in (10) above.

03.02. We shall not pay Compensation, etc. for cervical syndrome (a so-called whiplash injury) or lower-back pain without any objective symptoms, regardless of the causes.

#### Article 4 - Cases where Compensation, etc. is not Paid(2)

04.01. We shall not pay Compensation, etc. as provided in the preceding Article 3, in the case of Organized Tours aimed at inland trips, and also in the cases of injuries caused by the causes listed in the following cases:

(1) Earthquake, volcanic eruption or tsunami.

(2) Accidents caused following the causes described in the preceding case or accidents arising from the confusion of social order incidental to them.

#### Article 5 - Cases where Compensation, etc. is not Paid(3)

05.01. We shall not pay Compensation, etc. for the injuries listed in the following cases unless the action described in each case is included in the itinerary of the Organized

Tour as designated by us beforehand. However, if the action described in each case is included in the itinerary of the said Tour, we shall pay Compensation, etc. for injuries suffered due to a similar action while the Traveler is participating in the Organized Tour not included in the itinerary:

(1) Injuries suffered while the Traveler is engaged in the activities designated in Schedule I.

(2) Injuries suffered while the Traveler is engaged in a match, race, or show (including practices in all cases) or a test run (which means driving or steering with the purpose of a performance test) by driving an automobile or motorized bicycle or steering a motor boat. However, we shall pay Compensation, etc. for the injuries suffered while the Traveler is doing these things on the road even if they are not included in the itinerary of the Organized Tour.

(3) Injuries suffered while the Traveler is piloting an aircraft other than one flying on a course designated by an air transport company (regardless of whether or not it is a regular commercial flight).

### Chapter 3 - Types of Compensation, etc. and Amounts Payable

#### Article 6 - Payment of Compensation for Death

06.01. If the Traveler has suffered an injury as described in Article 1 and died as a direct result of the relevant accident within 180 days from the day of the said accident, we shall pay to the legal heir of the Traveler Compensation for Death in the amount of ¥25 million in the case of an Organized Tour aimed at an overseas trip and in the amount of ¥15 million (hereinafter to be referred to as the "Compensable Amount") in the case of an Organized Tour aimed at an inland trip, per Traveler respectively. If, however, the Compensation for Residual Disability has already been paid to the said Traveler, we shall pay the balance remaining after deducting the Compensation paid from the Compensation due.

#### Article 7 - Payment of Compensation for Residual Disability

07.01 In cases where the Traveler has suffered an injury as described in Article 1 and developed Residual Disability as a direct result of the said injury within 180 days from the day of the said accident (which means serious disability, remaining in his/her body, which is unrecoverable in the future or the loss of part of his/her body after the injury leading to this disability or loss has been healed; hereinafter to be interpreted likewise.), we shall pay Compensation for Residual Disability in the amount reached by multiplying the amount of Compensation by the percentage listed in each of the following cases in Schedule II.

07.02. Notwithstanding the provisions of the preceding Paragraph, 07.01, if the Traveler is in a condition still requiring treatment even after a lapse of 180 days from the day of the accident, we shall pay Compensation for Residual Disability after identifying the extent of his/her residual disability based on the diagnosis of a physician on the 181st day counted from the day of the accident.

07.03. As for any Residual Disability not listed in the cases of Schedule II, we shall determine the payable amount of Compensation for Residual Disability according to the extent of the disability of the body and pursuant to the classification of the respective cases in Schedule II, regardless of the occupation, age, social status, etc. of the Traveler. However, if the relevant disability is not as serious as the functional disorder listed in 1 (3), 1 (4), 2 (3), 4 (4), and 5 (2) of Schedule II, we shall not pay Compensation for Residual Disability.

07.04. In the case of two or more types of Residual Disability being caused by the same accident, we shall pay the total amount of Compensation by applying the preceding three Paragraphs from 07.1 through 07.03 to the respective disabilities. However, in the case of Residual Disability of upper extremities (arms and hands) described in 7, 8, and 9 of Schedule II or the Residual Disability of lower extremities (legs and feet), the maximum amount payable per Traveler of the Compensation for Residual Disability of each extremity shall be 60% of the amount of Compensation.

07.05. The maximum amount payable by us for Residual Disability under each of the preceding Paragraphs from 07.01 through 07.04 shall be the amount of Compensation payable per Traveler per Organized Tour.

Article 8 - Payment of Solatium for Hospitalization

08.01. In cases where the Traveler has suffered an injury as described in Article 1, and, as a direct result of such a injury, has become unable to engage in daily work or to lead a normal life, and has been hospitalized (meaning that although treatment by a physician is required, treatment at home is so difficult that the patient is hospitalized at a hospital or clinic to receive concerted treatment under the physician's care. Hereinafter to be interpreted likewise in this Article.), we shall pay a Solatium for hospitalization according to the number of days hospitalized under the following classification:

(1) In the case of an Organized Tour aimed at an Overseas Trip:

(a) In cases where the Traveler has suffered injury requiring hospitalization  
for 180 days or more.  
¥400,000

(b) In cases where the Traveler has suffered injury requiring hospitalization  
for 90 days or more but less than 180 days. ¥200,000

(c) In cases where the Traveler has suffered injury requiring hospitalization  
for 7 days or more but less than 90 days.  
¥100,000

(d) In cases where the Traveler has suffered injury requiring hospitalization  
for less than 7 days.  
¥40,000

(2) In the case of an Organized Tour aimed at an Inland Trip:

(a) In cases where the Traveler has suffered injury requiring hospitalization  
for 180 days or more.  
¥200,000

(b) In cases where the Traveler has suffered injury requiring hospitalization  
for 90 days or more but less than 180 days. ¥100,000

(c) In case the Traveler has suffered injury requiring hospitalization for 7 days or more but less than 90 days. ¥50,000

(d) In cases where the Traveler has suffered injury requiring hospitalization for less than 7 days. ¥20,000

08.02. Even when the Traveler is not hospitalized, if the said Traveler's injury falls under any one of the cases listed in Schedule III, and the said Traveler has received treatment by a physician, the period during which the said Traveler has been placed under such a state shall be considered as the number of days requiring hospitalization when applying the provision of the preceding Paragraph,8.01.

08.03. If a Solatium for Hospitalization plus Compensation for Death or a Solatium for Hospitalization plus Compensation for Residual Disability is payable per Traveler at the same time, we shall pay the total amount of such payments.

#### Article 9 - Payment of a Solatium for Hospital Visits

09.01. If the Traveler has suffered an injury as described in Article 1, and, as a direct result of such an injury, has experienced difficulty in engaging in normal work or leading a normal life, and has needed to visit a hospital (which means that when treatment by a physician is necessary, the patient visits a hospital or clinic to receive treatment by a physician (including house visits by a physician). Hereinafter to be interpreted likewise in this Article.), and the number of days spent for such Hospital Visits has exceeded 3 days, we shall pay to the Traveler a Solatium for Hospital Visits according to the said number of days under the following classification:

(1) In the case of an Organized Tour aimed at an Overseas Trip:

(a) In cases where the Traveler has suffered injury requiring Hospital Visits for 90 days or more. ¥100,000

(b) In cases where the Traveler has suffered injury requiring Hospital Visits for 7 days or more but less than 90 days. ¥50,000

(c) In cases where the Traveler has suffered injury requiring Hospitalization for 3 days or more but less than 7 days. ¥20,000

(2) In the case of an Organized Tour aimed at an Inland Trip:

(a) In cases where the Traveler has suffered injury requiring Hospital Visits for 90 days or more. ¥50,000

(b) In cases where the Traveler has suffered injury requiring Hospital Visits for 7 days or more but less than 90 days. ¥25,000

(c) In cases where the Traveler has suffered injury requiring Hospitalization for 3 days or more but less than 7 days. ¥10,000

(2) Even when the Traveler does not make Hospital Visits, if we recognize that the Traveler has experienced considerable difficulty in engaging in normal work or leading a normal life because of a plaster cast, etc. attached all the time to the part of his/her body suffering from the injury, such as a bone fracture, under the instruction of a physician, the period of such a state shall be considered as the number of days spent for Hospital Visits when applying the provision of the preceding Paragraph, 09.01.

(3) We shall not pay a Solatium for the Hospital Visits made after the injury suffered has been healed to such an extent as considered not to be so troublesome as to prevent the Traveler from engaging in normal work or leading a normal life.

(4) We shall not pay a Solatium for Hospital Visits made after the lapse of 180 days from the day of the accident under any circumstances.

(5) In cases where both a Solatium for Hospital Visit plus Compensation for Death or a Solatium for Hospital Visit plus Compensation for Residual Disability is payable per Traveler at the same time, we shall pay the total amount of such payments.

Article 10 - Special Rules Concerning Payment of a Solatium for Hospitalization and a

Solatium for Hospital Visits

10.01 If the number of days required for Hospitalization and the number of days for Hospital Visits exceeds one day per Traveler respectively, notwithstanding the provisions of the preceding two Articles 8 and 9, we shall pay only whichever amount is larger among the Solatium described in each of the following cases (if both amounts are the same, the Solatium described in (1)):

(1) A Solatium for Hospitalization, payable by us for the number of days of hospitalization..

(2) A Solatium for Hospitalization, payable by us for the number of days spent for Hospital Visits, by regarding the number of days reached by adding the said number of days in the hospital to the said number of days spent for Hospital Visits (excluding the period for which we must pay Solatium for Hospitalization) as the number of days spent for hospital visits.

#### Article 11 - Presumption of Death

11.01. If and when the Traveler has not been found even after 30 days have passed after the aircraft or vessel which the Traveler had boarded has been reported missing, or lost, the said Traveler will be presumed dead on the day when the said aircraft or said vessel was reported missing or lost.

#### Article 12 - Influence of Other Physical Disabilities or Illnesses

12.01. If the injury described in Article 1 has become serious due to the influence of a physical disability or illness which had already existed when the Traveler suffered the injury described in Article 1 or due to the influence of an injury or illness which has occurred independent of the accident causing the said injury after the said Traveler has suffered the injury described in Article 1, the amount equal to the situation excluding those influences shall be determined and paid.

### Chapter 4 - Occurrence of Accident and Procedures for Requesting Payment of Compensation, etc.

Article 13 - Request for Explanation, etc. Concerning Extent of Injuries, etc.

13.01. If the Traveler has suffered an injury described in Article 1, there are cases where we may request that the said Traveler or the person due to receive Compensation for Death explain the extent of the said injury and produce an outline of the accident leading to the said injury, or request a medical examination of his/her body or a postmortem examination of his/her dead body. In this case, the Traveler or the person expected to receive Compensation for Death will be required to cooperate with us and comply with these requests.

13.02. If the Traveler has suffered an injury described in Article 1 due to causes unrelated to us, the Traveler or the person due to receive Compensation for Death will be required to report to us the outline, etc. of the accident leading to the said injury within 30 days from the day of the said accident.

13.03. When the Traveler or the person due to receive Compensation for Death has violated the provisions of the preceding two Paragraphs, 13.01 and 13.02, or has failed to inform us of the facts known to them in the explanation or report required or has given a false statement, we shall not pay Compensation, etc.

Article 14 - Request for Payment of Compensation, etc.

14.01. When the Traveler or the person due to receive Compensation for Death wishes to receive payment of Compensation, etc., he/she will be required to submit the following documents and a bill requesting payment of Compensation, etc. on the form designated by us:

(1) Claiming payment of Compensation for Death:

(a) Copy of the deceased's family register and a copy of the legal heir's family register and a certificate of seal impression

(b) Certificate of the accident, issued by a public agency (or by a third party under unavoidable circumstances)

(c) Death certificate or postmortem certificate of the Traveler

(2) Claiming payment of Compensation for Residual Disability:

(a) Seal certificate of the Traveler

(b) Certificate of the accident issued by a public agency (or by a third party under unavoidable circumstances)

(c) Physician's statement certifying the extent of the Residual Disability

(3) Claiming payment of a Solatium for Hospitalization:

(a) Certificate of the accident issued by a public agency (or by a third party under unavoidable circumstances)

(b) Physician's statement certifying the extent of the Residual Disability

(c) Certifying document issued by the hospital or clinic certifying the number of days of Hospitalization or Hospital Visits

(4) Claiming payment of a Solatium for Hospital Visits:

(a) Certificate of the accident issued by a public agency (or by a third party under unavoidable circumstances)

(b) Physician's statement certifying the extent of the injury

(c) Certifying document issued by the hospital or clinic certifying the number of days of Hospitalization or Hospital Visits

14.02. There are cases where we require the submission of documents other than those listed above in the preceding Paragraph, 14.01, or where we admit omission of part of the documents to be submitted under the preceding Paragraph, 14.01.

14.03. In cases where the Traveler or the person due to receive Compensation for Death has acted against the provision of the first Paragraph, 14.01 or has not informed us of

the facts known to them concerning the documents submitted or has given a false statement, we shall not pay Compensation, etc.

Article 15 - Subrogation

15.01. Even when we have paid Compensation, etc., the right held by the Traveler or his/her legal heir to claim Compensation from a third party for the injury suffered by the Traveler will not be transferred to us.

Chapter 5 - Compensation for Damage to Personal Belongings

Article 16 - Our Company's Responsibility to Pay

16.01. If the Traveler participating in the Organized Tour being implemented by our Company happens to have his/her personal belongings (hereinafter to be referred to as "Compensable Goods") damaged accidentally while the said Traveler is participating in the said Organized Tour, we shall pay Compensation for Damage to personal belongings (hereinafter to be referred to as "Compensation for Damage").

Article 17 - Cases Where Compensation for Damage Is Not Paid

17.01. We shall not pay Compensation for Damage for the damage caused by the causes listed in each of the following cases:

- (1) Willfulness of the Traveler, except for damages suffered by persons other than the said Traveler.
- (2) Willfulness of a relative belonging to the same household as that of the said Traveler, unless his/her intention is to let the said Traveler receive the Compensation for Damage.
- (3) Suicidal, criminal or combative acts of the Traveler, except for damages suffered by persons other than the said Traveler.

(4) Accidents caused while the Traveler is driving an automobile or motorized bicycle without having the driving qualification designated by ordinance or in a state incapable of normal driving such as under the influence of alcohol, except in the case of damages suffered by persons other than the said Traveler.

(5) Accidents caused while the Traveler is behaving willfully against the law or is receiving illegal services, except in the case of damages suffered by persons other than the said Traveler.

(6) Exercise of public authority by the State or public institutions, such as confiscation, requisition, seizure, and demolition, except when such exercise has been done as necessary measures for fire extinction or evacuation.

(7) Defects in the Compensable Goods, except for defects that the Traveler or the person taking care of the Compensable Goods for him/her has not been able to detect even with considerable caution.

(8) Ordinary wear and tear, rust, mold, discoloration, damage by rats, vermiculation, etc.

(9) External damage which does not disable the function of the Compensable Goods.

(10) Spill of liquid, which is the Compensable Goods, except for damage caused to other Compensable Goods as a result.

(11) Misplaced or lost Compensable Goods.

(12) Causes listed in Article 3 from 03.01(9) through 03.01(12).

17.02. In the case of an Organized Tour aimed at an Inland Tour, we shall not pay Compensation for Damage for the damage caused by the causes described in each of the following cases in addition to the cases defined in the preceding Paragraph, 07.01.

(1) Earthquake, volcanic eruption or tsunami.

(2) Accidents caused following the causes described in the preceding case or accidents

caused from the confusion of social order incidental to them.

#### Article 18 - Compensable Goods and Its Scope

18.01. The Compensable Goods shall be limited to the personal belongings owned and carried by the Traveler while participating in the Organized Tour.

18.02. Notwithstanding the provision of the preceding Paragraph, 18.01, items listed in the following cases shall not be included in Compensable Goods:

(1) Cash, checks and other securities, documentary stamps, postage stamps, and the like.

(2) Credit cards, coupons, air tickets, passports and the like.

(3) Manuscripts, specifications, designs, commercial ledgers, and the like (including those recorded on recording media which can be directly processed by information equipment (computers and their peripherals such as terminals) such as magnetic tapes, magnetic disks, CD-ROMs, optical discs, etc.).

(4) Vessels (including yachts, motorboats and boats) and automobiles, motorized bicycles and their accessories.

(5) Climbing equipment, expedition equipment and the like.

(6) Dentures, artificial limbs, contact lenses and the like.

(7) Animals and plants.

(8) Other items specified by our Company beforehand.

#### Article 19 - Amount of Damage and Amount of Compensation for Damage

19.01. The amount of damage for which Compensation is payable by us (hereinafter to be referred to as the "Amount of Damage") shall be determined on the basis of either the value of the Compensable Goods at the place and time of the accident when the damage

caused or the total amount of the repair charge required for restoring the Compensable Goods to the state immediately preceding the occurrence of the damage plus the amount described in the third Paragraph of the next Article, 20.03, whichever is lower.

19.02. In cases where the amount of damage per item or pair of the Compensable Goods exceeds ¥100,000 , we shall consider the amount of damage of the Compensable Goods to be ¥100,000 and apply the provision of the preceding Paragraph, 19.01.

19.03. The maximum amount of Compensation for Damage payable by us shall be ¥150,000 per Traveler per Organized Tour. However, if the amount of damage per Traveler does not exceed ¥3,000 for each one accident, we shall not pay Compensation for Damage.

Article 20 - Prevention of Damage, etc.

20.01. When the Traveler has learned that damage has occurred to the Compensable Goods as provided in Article 16, he/she must implement the following measures:

- (1) Make efforts to prevent and reduce the damage.
- (2) Inform our Company of the extent of the damage, the outline of the accident causing the damage, and whether the Compensable Goods damaged is insured or not.
- (3) If the Traveler is able to receive Compensation for the damage from others, take necessary procedures to exercise his/her right.

20.02. When the Traveler has behaved against the provision of the preceding Paragraph, 20.01 (1), without justifiable cause, we shall regard the balance remaining after deducting the amount considered effective to prevent and reduce the damage as the amount of the damage, and when the Traveler has behaved against the provision of 20.01(2), we shall not pay Compensation for Damage. Also in cases where the Traveler has behaved against the provision of 20.01 (3), we shall regard the balance remaining after deducting the amount considered receivable by exercising his/her right to obtain such an amount as the amount of the damage.

20.03. We shall pay the following expenses:

(1) Expenses which we consider necessary or useful to prevent and reduce the damage prescribed in 20.01(1).

(2) Expenses required to take procedures prescribed in 20.01 (3).

#### Article 21 - Request for Payment of Compensation for Damage

21.01. When the Traveler wishes to receive payment of Compensation for Damage, he/she will be required to submit to us a bill requesting payment of Compensation for Damage on the form designated by us as well as the following documents:

(1) Certificate of the accident, issued by the police or an alternative third party.

(2) Documents issued to certify the extent of the damage caused on the Compensable Goods.

(3) Other documents requested by us.

21.02. If the Traveler has behaved against the provision of the preceding Paragraph, 21.01, or has willfully indicated untrue matter on the documents submitted or has forged or falsified these documents (to be considered likewise if he/she has had a third party commit these acts), we shall not pay Compensation for Damage.

#### Article 22 - In Cases Where Damage Is Insured

22.01. In cases where there exists an insurance contract which is due to pay insurance money for the damage described in Article 16, we may reduce the amount of Compensation Money payable by us.

#### Article 23 - Subrogation

23.01. If the Traveler has the right to claim damages against a third party for Compensation for Damage for which we are responsible for paying, such a right to claim Compensation for the damage shall be transferred to us within the limit of the amount of the Compensation for Damage that we have paid to the Traveler.

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 Schedule I (related to Article 5 - 05.01)

<p>Mountain climbing (climbing equipment such as ice axes, crampons, ropes, hammers), lugging, bobsledding, skydiving, hang gliding, operating an ultra-light motorized plane (such as motorized hang gliders, micro-light planes, and ultra-light planes), flying a gyro plane, and other dangerous activities similar to these.</p>
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Schedule II (related to Article 7- 07.01, 07.03, and 07.04)

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 one eye has come to suffer the constriction of visual field (meaning a case 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. Ugliness of Exterior Appearance (meaning the face, head and neck)	
(1) When significant ugliness has been left on the exterior appearance.	15%
(2) When ugliness has been left on the exterior appearance (meaning such ugliness as a cicatrix, 2 cm in diameter, or a linear cicatrix, 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.	30%
(2) When a disorder of movement has been left on the vertebral column.	15%
(3) When a deformation has been left on the vertebral column.	60%
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.	50%
	35%

(2) When the function of two or three joints of the three major joints in an arm or leg has been lost completely.	5%
(3) When the function of one joint of the three major joints has been lost completely.	20%
(4) When a disorder has been left in the function of one arm or one leg.	
8. Disorder of the Fingers	15%
(1) When the thumb of one hand has been lost at or above the knuckle (interphalangeal joint).	8%
(2) When a significant disorder has been left in the function of the thumb of one hand.	5%
(3) When one of the fingers other than the thumb has been lost at or above the second knuckle (distal interphalangeal joint).	10%
(4) When a significant disorder has been left in the function of one of the fingers other than the thumb.	8%
	5%
9. Disorder of Toes	3%
(1) When the first toe of one leg has been lost at or above the toe joint (interphalangeal joint).	100%
(2) When a significant disorder has been left in the function of the first toe of one leg.	
(3) When one of the toes other than the first toe has been lost at or above the second toe	

<p>joint (distal interphalangeal joint).</p> <p>(4) When a significant disorder has been left in the function of one of the toes other than the first toe.</p> <p>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.</p>	
<p>Note: The word "above" used in the provisions of 7, 8 and 9 above means the part of the body closer to the heart from the joint concerned.</p>	

### Schedule III (related to Article 8 - 08.02)

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 has 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 action at home, such as eating and morning ablutions.
7. Due to disorders of the nervous system or nerves, the coordination of the body is limited mainly to routine action at home, such as eating and morning ablutions.
8. Due to a coexisting disorder of the above-mentioned parts of the body and the like, the coordination of the body is limited mainly to routine action at home, such as eating and

morning ablutions.

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

# **Arranged Tour Contract Section**

## **Chapter 1 - General Provisions**

### **Article 1 - Scope of Application**

01.01. The Arranged Tour Contract to be concluded between our Company and the Traveler shall be based on this Contract under the following terms and conditions. Any matter not stipulated in this Contract shall be governed by ordinance or generally established practice.

01.02. In cases where we conclude a Special Contract with the Traveler in writing without violating the relevant law or harming the interests of the Traveler, such a Special Contract shall be given priority, notwithstanding the provision of the preceding Paragraph.

### **Article 2 - Definition of Terminology**

02.01. In this Contract, "Arranged Tour Contract" shall mean the Contract under which we undertake to make arrangements at the request of the Traveler by representing him/her, or acting as his/her intermediary, or playing an introductory role for him/her, so that he/she may be provided with services, such as transport and accommodation offered by transport and accommodation facilities, etc., and other services related to travel (hereinafter to be referred to altogether as the "Tour Service").

02.02. In this Contract, "Inland Trip" shall mean trips planned for only inside Japan, and "Overseas Trip" shall mean trips other than inland trips.

02.03. In this Contract, "Tour Price" shall mean the expense paid by our Company for the transportation charge, accommodation charge and other expenses payable to the transport and accommodation facilities, etc. to arrange the Tour Service, plus the handling charge of the Tour Service that is set by us (excluding handling charges for alterations and cancellation).

02.04. In this Section, "Communication Contract" shall mean the Arranged Tour

Contract, which is concluded with the card member of the credit card company affiliated with our Company (hereinafter referred to as the "Affiliated Company"), by subscription through telephone, mail, facsimile, or other means of communication, subject to prior consent of the Traveler regarding the settlement of the credit obligation or liability held by us, such as the Tour Price, etc., under the Arranged Contract on and after the due date of such obligation or liability according to the separately provided card membership rule of the Affiliated Company and also subject to payment of the Tour Price, etc. by the method specified in 16.02 or 16.05 hereunder.

02.05. In this Section, "Electronically Consented Notice" shall mean a notice issued in acceptance of the subscription for the Contract and transmitted by means of transmission, among the methods utilizing information-communication technologies, via telecommunication lines connecting the computer, facsimile, telex or telephone (hereinafter referred to as the "Electronic Computer, etc.") being used by us with the Electronic Computer, etc. being used by the Traveler.

02.06. In this Contract, "Date Card Used" shall mean the date when the Traveler or our Company is obligated to pay the Tour Price, etc. or execute refundable liability under the Arranged Tour Contract.

### Article 3 - Termination of Liability for Arrangements

03.01. When we have made arrangements for the Tour Service with the care of a good manager, the fulfillment of our liability based on the Arranged Tour Contract shall terminate. Therefore, even if contracts are not concluded with transport and accommodation facilities, etc. due to such causes as capacity fully filled, shutdown, inappropriate condition, etc., when we have fulfilled our obligations, the Traveler will be required to pay to us the handling charge of the Tour Service (hereinafter to be referred to as the "Handling Charge"). When the Transmission Contract has been concluded, Date Card Used shall be construed to mean the date when we have informed the Traveler that we have not been able to conclude with the transport and accommodation facilities, etc. the contract requiring them to provide the Tour Service.

### Article 4 - Surrogate Arranger

There are cases where we may engage other travel agents, professional arrangers, or

other helpers inside and outside Japan to make arrangements in whole or in part on our behalf in the implementation of the Arranged Tour Contract.

## **Chapter 2 - Conclusion of the Contract**

### **Article 5 - Subscription for the Contract**

05.01. The Traveler intending to conclude an Arranged Tour Contract with us will be required to fill in specified particulars on the application form prescribed by us and submit it to us together with the Application Fee specified by us separately.

05.02. Notwithstanding the provision of the preceding Paragraph, the Traveler intending to conclude a "Communication Contract" with us will be required to notify us of his/her credit card membership number and the contents of the Tour Service to be subscribed.

05.03. The Application Fee specified in 05.01 shall be treated as part of the money payable to us by the Traveler, such as the Tour Price, Cancellation Charge, etc.

### **Article 6 - Refusal of the Conclusion of the Contract**

06.01. We may not accept the conclusion of the Arranged Tour Contract in the following instances:

(1) When there are inconveniences related to our business.

(2) If the Communication Contract is to be concluded, when the Traveler should become unable to settle his/her liability related to the Tour Price, etc. in whole or in part according to the membership rule of the Affiliated Company, due to such causes as the credit card held by the Traveler has become invalid, etc.

### **Article 7 - Time of the Conclusion of the Contract**

07.01. The Arranged Tour Contract shall be deemed to have been concluded when we have accepted the conclusion of the Contract and have received the Application Fee specified in 05.01.

07.02. Notwithstanding the provision of the preceding Paragraph, the Transmission Contract shall be deemed to have been concluded when we have issued a notice to the effect that we accept the application described in 05.02. However, in the case that an Electronically Consented Notice is issued under the said Contract, the Contract shall be deemed to have been concluded when the said notice has reached the Traveler.

#### Article 8 - Special Rule Related to the Conclusion of the Contract

08.01. Notwithstanding the provision of 05.01, there are cases where we will conclude the Arranged Tour Contract merely by accepting the conclusion of the Contract under a Special Contract entered into in writing without receiving payment of the Application Fee.

08.02. In the case of the preceding Paragraph, the time of the conclusion of the Arranged Tour Contract shall be clearly stated in the document described in the preceding Paragraph.

#### Article 9 - Special Rule Related to the Transport Ticket and Accommodation Coupon, etc.

09.01. Notwithstanding the provisions of 05.01 and the preceding Article, 08.01, there are cases where we will accept subscription by word of mouth when the Arranged Tour Contract, aimed only at the arrangement of transport services or accommodation services, requires us to deliver a document indicating the right to receive the offering of the said Tour Service in exchange for the Tour Price.

09.02. In the case of the preceding Paragraph, the Arranged Tour Contract shall be deemed to have been concluded when we have accepted the conclusion of the Contract.

#### Article 10 - Contract Document

10.01. Promptly after the conclusion of the Arranged Tour Contract, we shall deliver to the Traveler a document (hereinafter to be referred to as the "Contract Document") that describes particulars concerning the itinerary, contents of the Tour Service, the Tour Price, other conditions of the Tour and our Company's responsibility. There are cases,

however, where we do not deliver the said Contract Document when we deliver a document indicating the right to receive the offering of all the Tour Service, such as transport tickets, accommodation coupons and other services which we have arranged.

10.02. In cases where we have delivered the Contract Document described in the preceding Paragraph, the scope of the Tour Service for which we are responsible for making arrangements under the Arranged Tour Contract shall be as stated in the said Contract Document.

#### Article 11 - Method to Use Information-Communication Technologies

11.01. When we have provided particulars to be entered in the said Document (to be referred to as the "Particulars" in this Article) by means of utilizing information-communication technologies, we shall confirm that the said Particulars have been recorded on the file equipped in the communication equipment being used by the Traveler.

11.02. In the case of the preceding Paragraph, when the file for recording the Particulars is not equipped in the communication equipment being used by the Traveler, we shall record the Particulars on the file equipped in the communication equipment being used by our Company (limited to the file provided only for the exclusive use of the Traveler) and confirm that the Traveler has viewed the Particulars.

### **Chapter 3 - Alteration and Cancellation of the Contract**

#### Article 12 - Alteration of Contract Contents

12.01. The Traveler may request us to change the contents of the Arranged Tour Contract, such as itinerary, contents of Tour Service, and other conditions of the Arranged Tour Contract, etc., in which case we shall try to accommodate the Traveler's request as far as possible.

12.02. In cases where the contents of the Arranged Tour Contract are changed at the request of the Traveler, the Traveler will be required to bear the cancellation charges and penalty payable to the transport and accommodation facilities and other expenses required for changing the arrangements at the time when the said arrangements

already completed are cancelled, and in addition, to pay to us the handling charge for the change as prescribed by our Company. Furthermore, the increase or decrease of the Tour Price arising from such changes of the Arranged Tour Contract Contents shall belong to the Traveler.

Article 13 - Discretionary Cancellation by the Traveler

13.01. The Traveler may cancel the Arranged Tour Contract in whole or in part at any time.

13.02. When the Arranged Tour Contract has been cancelled under the provision of the preceding Paragraph, the Traveler will be required to bear the expense paid in return for the Tour Service already received or the cancellation charges, penalty and other expenses payable to the transport and accommodation facilities for the Tour Service not yet offered, and in addition, to pay to us the handling charge for the cancellation as prescribed by our Company as well as the handling charge receivable by us.

Article 14 - Cancellation Due to Causes Attributable to the Traveler

14.01. We may cancel the Arranged Tour Contract in the following instances:

(1) If the Traveler does not pay the Tour Price by the due date specified.

(2) In cases where the Communication Contract has been concluded, when the Traveler has become unable to settle his/her liability related to the Tour Price, etc. in whole or in part according to the membership rule of the Affiliated Company, due to such causes as the credit card held by the Traveler has become invalid.

14.02. When the Arranged Tour Contract has been cancelled under the provision of the preceding Paragraph, the Traveler will be required to bear the cancellation charges and penalty for the Tour Service not yet offered as well as other expenses already paid and payable to the transport and accommodation facilities, and in addition, to pay to us the handling charge for the cancellation as prescribed by our Company as well as the handling charge receivable by us.

Article 15 - Cancellation Due to Causes Attributable to Our Company

15.01. When the arrangement for the Tour Service should become precluded due to causes attributable to us, the Traveler may cancel the Arranged Tour Contract,

15.02. When the Arranged Tour Contract has been cancelled under the provision of the preceding Paragraph, we shall reimburse to the Traveler the Tour Price already received after deducting the expenses already paid to the transport and accommodation facilities, etc. in return for the Tour Service already offered to the Traveler as well as the expenses payable from now.

15.03. The provision of the preceding Paragraph shall not prevent the Traveler from claiming compensation against us for the damage.

## **Chapter 4 - Tour Price**

### **Article 16 - Tour Price**

16.01. The Traveler will be required to pay the Tour Price no later than the period prescribed by our Company prior to the start of the Tour.

16.02. When the Communication Contract has been concluded, we shall accept payment of the Tour Price by using the card of the Affiliate Company without obtaining the Traveler's signature on the voucher prescribed by us, in which case the Date Card Used shall be considered as the date when we have informed the Traveler of the contents of the Tour Service determined by us.

16.03. There are cases where we may change the Tour Price prior to the start of the Tour when changes in the Tour Price have occurred due to such causes as the revision of the fares and charges by transport and accommodation facilities, changes in foreign exchange rates, etc.

16.04. In the case of the preceding Paragraph, the increase or decrease of the Tour Price shall belong to the Traveler.

16.05. In the case that, when we have concluded the Communication Contract with the

Traveler, expenses payable by the Traveler have accrued under the provisions of Chapter 3 and Chapter 4, we shall receive payment of the said expenses by using the card of the Affiliate Company without obtaining the Traveler's signature on the prescribed voucher. In this case, the Date Card Used shall be considered as the date when we have informed the Traveler of the amount of the expenses payable to us by the Traveler or the amount reimbursable by us to the Traveler. However, in cases where we have cancelled the Arranged Tour Contract under the provision of Article 14, Paragraph 1 (2), the Traveler will be required to pay to us the expense, etc. payable to us by him/her no later than the date set by us by the method prescribed by us.

#### Article 17 - Settlement of the Tour Price

17.01. In cases where the amount of the expenses paid by us to the transport and accommodation facilities for arranging the Tour Service, which are to be borne by the Traveler, plus the handling charge (hereinafter to be referred to altogether as the "Tour Price Settled") does not agree with the amount already received as the Tour Price, we shall square the Tour Price promptly after the Tour finishes, in accordance with the provisions of the following two Paragraphs.

17.02. If the Tour Price Settled exceeds the amount already received as the Tour Price, the Traveler will be required to pay the difference to us.

17.03. If the Tour Price Settled falls below the amount already received as the Tour Price, we shall reimburse the difference to the Traveler.

### **Chapter 5 - Arrangement for Organizations and Groups**

#### Article 18 - Arrangement for Organizations and Groups

18.01. We shall apply the provisions of this Chapter to the conclusion of the Arranged Tour Contract in cases where we have received subscriptions from two or more Travelers who are to travel the same route at the same time by appointing a responsible person to represent them (hereinafter referred to as the "Contract Representative").

#### Article 19 - Contract Representative

19.01. Unless a Special Contract is made, we shall consider the Contract Representative as the person holding all the power of representation concerning the conclusion of the Arranged Tour Contract for the Travelers who compose his/her organization or group (hereinafter referred to as the "Constituent Member"), and we shall handle with the said Contract Representative transactions concerning the Tour business related to the said organization or group and the business specified in 22.01 hereunder.

19.02. The Contract Representative will be required to submit a list of the Constituent Members or inform us of the number of the Constituent Members on or before the date set by us.

19.03. We shall not be held responsible for the liabilities or obligations which the Contract Representative assumes to the Constituent Members at present or the liabilities or obligations which the Contract Representative is expected to assume in the future.

19.04. In cases where the Contract Representative does not accompany his/her organization or group during the Tour, one of the Constituent Members appointed by the Contract Representative beforehand shall be considered by us as the Contract Representative after the start of the Tour.

#### Article 20 - Special Rule of the Conclusion of the Contract

20.01. When we conclude the Arranged Tour Contract with the Contract Representative, there are cases where we accept the conclusion of the Arranged Tour Contract without receiving payment of the Application Fee, notwithstanding the provision of Article 5, Paragraph 1.

20.02. When we conclude the Arranged Tour Contract with the Contract Representative without receiving payment of the Application Fee under the provision of the preceding Paragraph, we shall deliver to the Contract Representative a Document written to that effect, and the Arranged Tour Contract shall be considered to have been concluded when we have delivered the said Document.

#### Article 21 - Changes by the Contract Representative

21.01. When the Contract Representative has expressed a wish to change some of the Constituent Members, we shall accommodate his/her wish as far as possible.

21.02. The increase or decrease of the Tour Price arising from the change described in the preceding Paragraph. as well as the expenses required for the said change shall belong to the Constituent Members.

#### Article 22 - Escort Service

22.01. There are cases where we provide Escort Service at the request of the Contract Representative by having a Tour Escort accompany his/her organization or group.

22.02. The contents of the Escort Service to be performed by the Tour Escort shall, in principle, be the service required for conducting the Tour of his/her organization or group as a group, according to the itinerary determined beforehand.

22.03. The Service Hours of the Tour Escort for offering the Escort Service shall, in principle, be from 8:00 to 20:00 hours.

22.04. When we offer the Escort Service, the Contract Representative will be required to pay to us the Escort Service Charge prescribed by us.

## **Chapter 6 - Responsibility**

#### Article 23 - Responsibility of Our Company

23.01. In the course of implementing the Arranged Tour Contract, we shall be responsible for compensating for the damage caused to the Traveler intentionally or negligently by our Company or by our agent who has been engaged by us to make arrangements on our behalf under the provision of Article 4 (hereinafter referred to as the "Surrogate Arranger"), but only in cases where notice has been given to us within two years from the day immediately following the day when the said damage occurred.

23.02. In cases where the Traveler has suffered damage due to causes beyond the

control of our Company or our Surrogate Arranger, such as act of providence, maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and other public agencies, and others causes, we shall not be held responsible for compensation except in the case of the preceding Paragraph.

23.03. With regards to damage caused to baggage as described in Paragraph 1, notwithstanding the provision of the said Paragraph, we shall make compensation up to the limit of ¥150,000 as a maximum amount per Traveler (except in cases where the said damage has been caused by us intentionally or due to our serious fault), only if we have been notified of the said damage within 14 days in the case of inland trips and within 21 days in the case of overseas trips, respectively, counted from the day immediately following the day when the said damage occurred.

#### Article 24. - Responsibility of the Traveler

24.01. If we have suffered damage due to the willfulness or fault of the Traveler, the said Traveler will be required to compensate us for the said damage.

24.02. When the Traveler concludes the Customized Tour Contract, the Traveler will be required to make efforts to understand the contents of the Customized Tour Contract, such as the right and obligation of the Traveler, etc., by utilizing the information provided by us.

24.03. In order for the Traveler to smoothly receive the Tour Service described in the Contract Document after the start of the Tour, the Traveler will be required to report promptly to us or our Surrogate Arranger or the provider of the said Tour Service at the Touring point if and when the Traveler should realize that the Tour Service is different from the Contract Document that was offered.

### **Chapter 7 - Business Guarantee Bonds** **(In Cases of Not Being a Security Member of the Association of Travel Agents)**

#### Article 25 - Business Guarantee Bonds

25.01. The Traveler or the Constituent Member, who has concluded the Package Tour Contract with us, is entitled to receive reimbursement from the Business Guarantee Bonds deposited by us under the provision of Article 7, Paragraph 1 of the Travel Agency Law in connection with the claim arising from the said transaction.

25.02. The name and place of the Deposit Office where we have deposited the Business Guarantee Bonds is as follows:

(1) Name: FREEPLUS

(2) Place: Grand Front Osaka, Tower A 29F 4-20 Ofukacho, Kita-ku, Osaka, Japan

## **Chapter 7 - Redemption Business Guarantee Bonds** **(In Case of Security Member of the Association of Travel Agents)**

Article 25 - Redemption of Business Guarantee Bonds

25.01. We are the Security Member of the FREEPLUS Association of Travel Agents (located at Grand Front Osaka, Tower A 29F 4-20 Ofukacho, Kita-ku, Osaka, Japan ).

25.02. The Traveler or the Constituent Member, who has concluded the Package Tour Contract with us, is entitled to receive reimbursement from the Redemption Business Guarantee Bonds deposited by the \_\_\_\_\_ Association of Travel Agents which is described in the preceding Paragraph, up to the maximum amount of yen.

25.03. As we have paid our share of the Redemption Business Guarantee Bonds to the Association of Travel Agents in accordance with the provision of Article 22, Paragraph 10 (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.

# Agent Contracts for Procedure for Going Abroad

## Article 1 - Scope of Application

01.01. The Agent Contract for Procedure for Going Abroad to be concluded between our Company and the Traveler shall be based on this Contract under the following terms and conditions. Any matter not stipulated in this Contract shall be governed by ordinance and generally established practice.

01.02. If we conclude a Special Contract with the Traveler in writing without violating the relevant law or harming the interests of the Traveler, such a Special Contract shall be given priority, notwithstanding the provision of the preceding Paragraph.

## Article 2 - Traveler Concluding an Agent Contract for Procedure for Going Abroad

02.01. The Traveler with whom we conclude an Agent Contract for Procedure for Going Abroad, shall be the Traveler who has concluded with us a Subscription Type Package Tour, an Order-Taking Type Customized Tour or an Arranged Tour, or the Traveler who has concluded a Subscription Type Package Tour from another Travel Agent with our Company acting on their behalf by consignment.

## Article 3 - Definition of an Agent Contract for Procedure for Going Abroad

03.01. In this Contract, "Agent Contract for Procedure for Going Abroad" shall mean the Contract under which we undertake to perform the following services (hereinafter to be referred to as the "Agent Service") on consignment from the Traveler by contracting to receive the Travel Agent Handling Charge (hereinafter to be referred to as the "Overseas Travel Procedure Handling Charge") for handling the procedure for overseas travel on behalf of the Traveler:

- (1) Procedure to obtain the passport, visa, re-entry permit and various certificates.
- (2) Preparation of documents for immigration and re-entry formalities.

(3) Other services related to each of the preceding items (1) and (2).

#### Article 4 - Conclusion of the Contract

04.01. The Traveler, who intends to conclude an Agent Contract for Procedure for Going Abroad with us, will be required to fill in specified particulars on the application form prescribed by us and submit it to us.

04.02. An Agent Contract for Procedure for Going Abroad shall be considered to have been concluded when we have accepted the conclusion of the Contract and have received the application form described in the preceding Paragraph.

04.03. Notwithstanding the provisions of the preceding two Paragraphs, there are cases where we will accept an application for an Agent Contract for Procedure for Going Abroad by telephone, mail, facsimile, or other means of communication, without receiving the submission of an application form, in which case the Agent Contract for Procedure for Going Abroad shall be considered to have been concluded when we have accepted the conclusion of the Contract.

04.04. There are cases where we will not accept the conclusion of an Agent Contract for Procedure for Going Abroad when there are inconveniences related to our business.

04.05. We shall, promptly after the conclusion of an Agent Contract for Procedure for Going Abroad, deliver to the Traveler a document describing the contents of the consignment service (hereinafter to be referred to as the "Consignment Service") undertaken under the Agent Contract for Procedure for Going Abroad, including the amount of the Overseas Travel Procedure Handling Charge, the method of receiving the said Charge, our responsibility and other necessary particulars.

04.06. When we have provided the particulars to be described in the document concerned (hereinafter to be referred to as the "Particulars") by means of utilizing information-communication technologies instead of delivering the document as specified in the preceding Paragraph, we shall confirm that the Particulars have been recorded on the file equipped in the communication equipment being used by the Traveler.

04.07. In the case of the preceding Paragraph, when the communication equipment being used by the Traveler is not equipped with the file for recording the Particulars, we shall record the Particulars on the file equipped in the communication equipment being used by us (limited to the file provided only for the exclusive use of the Traveler) and confirm that the Traveler has viewed the said Particulars.

Article 5 - Confidentiality

05.01. We shall not leak to the other party any information obtained in the course of implementing the Consignment Service.

Article 6 - Responsibility of the Traveler

06.01. The Traveler will be required to pay the Overseas Travel Procedure Handling Charge by the date set by us.

06.02. The Traveler will be required to submit the documents required for the Consignment Service, and other necessary material (hereinafter to be referred to as the "Overseas Travel Procedure Documents, etc.") by the date set by us.

06.03. When we are required to pay charges for services, visa fees, expenses for commission, and other charges (hereinafter to be referred to as the "Visa Fee, etc.") to government and public agencies as well as to foreign delegations in Japan and other parties, the Traveler will be requested to pay the said Visa Fee, etc. to us by the date set by us.

06.04. When mail expense, traveling expense, and other expenses have accrued in the course of implementing the Consignment Service, the Traveler will be required to pay the said expenses to us by the date set by us.

Article 7 - Cancellation of the Contract

07.01. The Traveler may cancel the Agent Contract for Procedure for Going Abroad in whole or in part at any time.

07.02. The following are cases where we may cancel the Agent Contract for Procedure

for Going Abroad:

(1) When the Traveler does not submit the Overseas Travel Procedure Documents by the prescribed date.

(2) When we recognize that there are flaws in the Overseas Travel Procedure Documents submitted by the Traveler.

(3) When the Traveler does not pay the Overseas Travel Procedure Handling Charge, Visa Fee, etc. and/or the expenses described in the preceding Article, Paragraph 4, by the prescribed date.

(4) In the case that we have accepted to undertake the Agent Service described in Article 3, Paragraph 1, when we recognize that the Traveler is very likely to become unable to obtain the passport, visa, or reentry permit (hereinafter to be referred to as the "Passport, etc.") due to causes not attributable to us.

07.03. When the Agent Contract for Procedure for Going Abroad has been cancelled in accordance with the provision of the preceding Paragraph, the Traveler will be required to bear the Visa Fee, etc. and the expenses described in the preceding Article, Paragraph 4, and to pay in addition the Overseas Travel Procedure Handling Charge to us for the Consignment Service already implemented by us.

#### Article 8 - Responsibility of Our Company

08.01. When we have inflicted damage to the Traveler intentionally or negligently in the course of implementing the Agent Contract for Procedure for Going Abroad, we shall be responsible for compensating for the said damage, but only in cases where we have been notified of the said damage within 6 months reckoned from the day immediately following the day when the said damage has occurred.

08.02. We do not guarantee under the Agent Contract for Procedure for Going Abroad that the Traveler would actually be able to obtain the passport, etc. and that he/she would be permitted to enter and depart the countries concerned. Accordingly, we shall not be held responsible even if the Traveler is unable to obtain the passport, etc. or to enter or depart countries concerned, due to causes not attributable to us.

## **Travel Consulting Service Contract Section**

### **Article 1 - Scope of Application**

01.01. The Travel Consulting Service Contract to be concluded between our Company and the Traveler shall be based on this Contract under the following terms and conditions. Any matter not stipulated in this Contract shall be governed by ordinance or generally established practice.

01.02. In case we conclude a Special Contract with the Traveler in writing without violating the relevant law or harming the interest of the Traveler, such a Special Contract shall be given priority, notwithstanding the provision of the preceding Paragraph.

### **Article 2 - Definition of the Travel Consulting Service Contract**

02.01. The "Travel Consulting Service Contract" shall mean in this Contract the Contract under which we shall promise to undertake the implementation of the following service at the request of the Traveler by receiving payment of the Travel Service Handling Charge (hereinafter to be referred to as the Consulting Fee) in return for consulting service.

- (1) Advice necessary for the Traveler to prepare his/her travel plan
- (2) Preparation of a travel plan
- (3) Estimation of the expenses to be required for such a travel
- (4) Offering of information concerning touring spots and transport/accommodation facilities, etc.
- (5) Offering of other advice and information necessary for travel

### **Article 3 - Conclusion of the Contract**

03.01. The Traveler intending to conclude the Travel Consulting Service Contract with us will be required to submit to us an application form filled in with prescribed particulars.

03.02. The Travel Consulting Service Contract shall be considered to have been concluded when we have accepted the conclusion of the said Contract and received the application specified in the previous Paragraph.

03.03. Notwithstanding the provision of the preceding Paragraph, there are cases where we accept an application for the Travel Consulting Service Contract by telephone, mail, facsimile and other means of communication, without submission of the application form, in which case the Travel Consulting Service Contract shall be considered to have been concluded at the time when we have accepted the conclusion of the said Contract.

03.04. There are cases where we do not accept the conclusion of the Travel Consulting Service Contract when there is inconvenience related to our business or when the contents of the Traveler's consultation are offensive to public order and morals or are likely to violate the ordinance enforced in touring points.

#### Article 4 - Consulting Fee

04.01. When we have performed the service described in Article 2, the Traveler will be required to pay to us the Consulting Fee prescribed by us by the date set by us.

#### Article 5 - Responsibility of Our Company

05.01. We shall be held responsible for compensating for the damage, if any, which we have inflicted on the Traveler intentionally or negligently, only in case we have been notified of the said damage within 6 months reckoned from the date immediately following the day when the said damage has occurred.

05.02. We do not guarantee that actual arrangement would be possible for the transport

and accommodation facilities, etc. which are described in the travel plan prepared by us. Therefore, even if it has become impossible to conclude contracts with the transport and accommodation facilities, etc. for them to provide transport and accommodation and other travel-related services, due to such causes as full occupancy, we shall not be held responsible for such circumstances.