

# Kunaw Travel Hokkaido LLC

## Standard General Conditions of Travel Agency Business (Subscription Type Organized Tour Part)

### Chapter 1 – General Provisions

#### Article 1 (Scope of Application)

1. The contract between Kunaw Travel Hokkaido LLC (hereinafter referred to as "Our Company", "We", or "Us", as the case may be) to be executed with the traveler concerning the Subscription Type Organized Tour (hereinafter referred to as the "Subscription Type Organized Tour Contract", or "Contract") shall be based on these General Conditions. Any matter not stipulated in the General Conditions shall be governed by ordinance or generally established practices.
2. Notwithstanding the provisions of the preceding Paragraph, in cases where we execute a special contract (hereinafter referred to as the "Special Contract") with the traveler in writing without violating the relevant laws and harming the interests of the traveler, such a Special Contract shall be given priority.

#### Article 2 (Definition of Terminology)

1. In these General Conditions, "Subscription Type Organized Tour" or "Tour" shall mean such tours for which we prepare beforehand for subscription by travelers, travel plans including destinations, itineraries, transportation services, and accommodation services to be offered to travelers, as well as the Tour Fee amount (as defined in Article 12 below) payable to us by travelers, which shall be implemented as planned.
2. In these General Conditions, "Domestic Trip" shall mean trips within Japan only, and "Overseas Trip" shall mean those trips other than a Domestic Trip.
3. In this Part, "Communication Contract" shall mean the Subscription Type Organized Tour Contract which is executed between us and a member of a credit card company affiliated with us or a company selling our Subscription Type Organized Tour on our behalf (hereinafter referred to as an "Affiliated Company") by subscription through telephone, mail, fax, the Internet, or other means of communication, subject to the prior consent of the traveler to settle the rights or obligations concerning the Tour Fee etc. based on the Subscription Type Organized Tour Contract that we hold with the traveler, on or after the date when such rights or obligations should be fulfilled, according to the credit card membership rules provided separately by the Affiliated Company, and to pay the Tour Fee, etc. of the said Subscription Type Organized Tour Contract according to the methods specified in Article 12 Paragraph 2, the latter part of Article 16 Paragraph 1, and Article 19 Paragraph 2.
4. In these General Conditions, the "Card Use Date" shall mean the date when the traveler or our Company becomes obligated to pay the Tour Fee, etc. or fulfill refund obligations under the Made-to-Order Type Organized Tour Contract.

#### Article 3 (Content of Tour Contract)

We undertake to make arrangements and administer the itinerary under the Subscription Type Organized Tour Contract so that the traveler can be provided with transportation, accommodation and other services as offered by transportation and accommodation businesses, etc. (hereinafter referred to as the "Tour Service") according to the itinerary provided by us.

#### Article 4 (Business Agent)

There are cases where we may engage other travel agents, professional arrangers, or other helpers in or outside Japan, in order to have them make arrangements in whole or in part on our behalf for the execution of the Subscription Type Organized Tour Contract.

### Chapter 2 – Execution of Contract

#### Article 5 (Subscription for the Tour Contract)

1. A traveler who wishes to subscribe to our Subscription Type Organized Tour Contract must fill in the necessary information in an application form designated by us (hereinafter referred to as the "Application Form") and submit it to us together with an application fee in an amount separately designated by us (hereinafter referred to as the "Application Fee").
2. Notwithstanding the provisions of the preceding Paragraph, a traveler who wishes to execute a Communication Contract with us must notify us of the name of the desired Subscription Type Organized Tour, the start date of the Tour, their membership number, and other information as required (hereinafter referred to as the "Membership Number, etc.").
3. The Application Fee specified in Paragraph 1 above shall be treated as part of the Tour Fee, the cancellation fee, or penalty fee.
4. In cases where the traveler participating in the Subscription Type Organized Tour requires special attention, the said traveler shall mention such a request to us at the time of application for the Contract. In such cases, we will try to accommodate the request as much as possible.
5. Any expenses incurred as a result of the special arrangements made at the request of the traveler under the preceding Paragraph shall be borne by the said traveler.

#### Article 6 (Subscription by Telephone, etc.)

1. Subscriptions for the Subscription Type Organized Tour Contract are accepted by means of telephone, mail, fax, and other means of communications. In such cases, the Contract is not executed at the time of subscription, and the traveler for the said Tour will submit an Application Form and Application Fee, or notify us of their Membership Number, etc. within the period as designated by us, in accordance with the provisions of Paragraph 1 or Paragraph 2 of the preceding Article 5, after we have notified the said traveler of our acceptance of their subscription.
2. Upon the submission of the Application Form and Application Fee as specified in the preceding Paragraph, or when we have been notified of the traveler's Membership Number, etc., the order in which we execute the Subscription Type Organized Tour Contract with the said traveler shall be subject to the order in which we receive their Application Form and Application Fee, or the traveler's Membership Number.
3. In cases where the traveler fails to submit the Application Fee or notify us of their Membership Number, etc. within the period specified in Paragraph 1 above, we shall consider such a subscription as not having been received and treat it accordingly.

#### Article 7 (Rejection of the Execution of the Contract)

We reserve the right to decline the execution of the Subscription Type Organized Tour Contract in any of the following cases:

- a. In cases where the sex, age, qualifications, skills, or other conditions of the traveler in question do not meet the conditions specified by us in advance, as required of travelers participating in the Tour;
- b. In cases where the number of travelers subscribing for the Tour has already reached the maximum number of participants planned for the Tour;
- c. 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;
- d. In cases where the traveler intends to execute a Communication Contract, but the traveler is unable to settle in whole or in part their liability related to the Tour Fee, etc. in accordance with the credit card membership rules of the Affiliated Company, due to reasons such as the traveler's credit card being invalid;
- e. In cases where the traveler is recognized as a gang member, an associated gang member, a person or a company related to crime syndicates, a corporate racketeer, or any other antisocial forces;
- f. In cases where the traveler has made forceful or unreasonable demands, or has acted in a threatening manner or made threatening statements, or has conducted violent acts in connection with any transaction between the parties, or has committed any other acts equivalent to these;
- g. In cases where the traveler has committed acts which may damage our reputation or obstruct our business by spreading false rumors, using fraudulent means or force, or any other acts equivalent to these;
- h. In cases where there are compelling reasons related to our business.

#### Article 8 (Execution of the Contract)

1. The Subscription Type Organized Tour Contract shall be executed when we have accepted the execution of the Contract and have received the Application Fee as specified in the Article 5 Paragraph 1.
2. Notwithstanding the provisions of the preceding Paragraph, the Communication Contract shall be executed when we have sent out a notice to the effect that we accept the execution of the Contract, and the said notice has reached the traveler.

#### Article 9 (Delivery of Contract Document)

1. We shall deliver to the traveler a document (hereinafter referred to as the "Contract Document") detailing the itinerary, content of the Tour Service, Tour Fee, and other conditions of the Tour, as well as matters concerning our responsibility with regards to the Tour, promptly after the Tour Contract has been executed as defined in the preceding Article.
2. The scope of our responsibility for the Tour Service in making arrangements and administering itineraries under the Subscription Type Organized Tour Contract shall be based on the details stated in the Contract Document described the preceding Paragraph.

#### Article 10 (Confirmation Document)

1. In cases where it is not possible to state the determinate itinerary or the names of transportation or accommodation facilities in the Contract Document as specified in the preceding Article Paragraph 1, we shall list on a limited basis the names of accommodation facilities scheduled to be used and the names of important transportation facilities in the Contract Document, and after delivering such a Contract Document, we shall also deliver a document with descriptions of the determinate conditions (hereinafter referred to as the "Confirmation 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 the subscription for the Subscription Type Organized Tour Contract is made on or after the 7th day immediately preceding the start date of the Tour).
2. In the case of the preceding Paragraph, when an inquiry is received from a traveler who wishes to confirm the status of arrangements, we shall respond promptly and properly to such an inquiry even before delivery of the Confirmation Document.
3. In cases where the Confirmation Document has been delivered as specified in Paragraph 1, the scope of our responsibility for the Tour Service in making arrangements and administering itineraries as specified in Article 9 Paragraph 2 shall be limited to the scope described in the said Confirmation Document.

#### Article 11 (Method of Utilizing Telecommunication Technology)

1. With the traveler's prior consent, instead of physically delivering the Contract Document, the Confirmation Document, or a document that describes details such as the itinerary, the content of the Tour Service, the Tour Fee, other conditions of the Tour, and matters concerning our responsibility (delivered at the time when the traveler is about to execute the Subscription Type Organized Tour Contract), when we have provided the traveler with the said document that specifies such details (hereinafter referred to in this Article as the "Specified Details") by means of telecommunications technology, we shall confirm that the Specified Details have been recorded on a file equipped in the communications equipment used by the traveler.
2. In the case of the preceding Paragraph, when the communications equipment used by the traveler cannot be equipped with a file for recording the Specified Details, we shall record the Specified Details on a file (for exclusive use of the said traveler) equipped in a communications equipment used by our Company, and confirm that the said traveler has viewed the Specified Details.

#### Article 12 (Tour Fee)

1. The traveler must pay to us the fee for providing of the Tour Service (hereinafter referred to as the "Tour Fee") in the amount specified in the Contract Document on or before the date specified in the Contract Document, prior to the starting date of the Tour Service.
2. When a Communication Contract has been executed, we will receive payment of the Tour Fee in the amount specified in the Contract Document by using the credit card of our Affiliated Company without obtaining the traveler's signature on the designated voucher. In this case, the Card Use Date shall be considered as the date the when Tour Contract is executed.

### **Chapter 3 – Alteration of the Contract**

#### **Article 13 (Alteration of the Contract Content)**

In case there arise causes beyond our control, such as natural disasters, war, civil unrest, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public authorities, the need to use transportation services not based on our original travel plan, and other unavoidable causes which may affect the safe and smooth implementation of the Tour, we may change the Contract Content after explaining to the traveler promptly and beforehand the reasons for the unavoidability of such causes and the correlation between such causes and the subsequent changes we will make. However, under unavoidable circumstances in times of emergency, we shall provide the explanation after the changes have been made.

#### **Article 14 (Alteration of Tour Fee)**

1. In cases where the transportation fare and charge applicable to the transportation facilities being used for the implementation of the Subscription Type Organized Tour (hereinafter referred to in this Article as the "Applicable Fare and Charge") increase or decrease considerably beyond normally expected levels (due to significant changes in economic or other conditions) compared with the Applicable Fare and Charge made public as effective rates at the time when the Subscription Type Organized Tour was originally offered, we reserve the right to increase or reduce the amount of the Tour Fee within the range of the said increase or decrease of the Applicable Fare and Charge.
2. In cases where we increase the Tour Fee as provided in the preceding Paragraph, we shall inform the traveler to that effect before the 15th day immediately preceding the starting date of the Tour.
3. In cases where the Applicable Fare and Charge are reduced as provided in Paragraph 1, we shall decrease the Tour Fee by the amount so reduced in accordance with the provisions of the said Paragraph.
4. If any change in the Contract Content according to the provisions of the preceding Article causes an increase or decrease in the expenses required for the implementation of the Tour (including the cancellation fee, penalty fee, or other expenses already paid or payable from hereon for the Tour Service unreceived due to changes in the said Contract Content), we may change the Tour Fee within the range of the amount increased or decreased when such Contract Content is changed (except when an increase in expenses is caused by a lack of seats or rooms in the transportation, accommodation, or other facilities, despite the fact that the relevant Tour Service is being provided by such facilities).
5. In cases where we have stated in the Contract Document that the Tour Fee varies with the number of persons utilizing the transportation and accommodation facilities, etc., and when the number of persons participating in the Tour changes due to causes not attributable to us after the execution of the Subscription Type Organized Tour Contract, we reserve the right to change the amount of the Tour Fee as described in the Contract Document.

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

1. A traveler who has executed a Subscription Type Organized Tour Contract with us may assign their status under the said Contract to a third party, subject to our consent.
2. In cases where a traveler wishes to obtain our consent as provided in the preceding Paragraph, the said traveler shall fill in the necessary information on a form designated by us, and submit it to us together with a designated handling fee.
3. The reassignment of the status under the Contract, as provided in Paragraph 1, shall take effect after we have given our approval. After such approval, the third party who has acquired the status under the Tour Contract shall inherit all rights and obligations of the traveler concerning the said Subscription Type Organized Tour Contract.

### **Chapter 4 – Cancellation of the Contract**

#### **Article 16 (Traveler's Rights to Cancel the Contract)**

1. A traveler may, at any time, cancel the Subscription Type Organized Tour Contract by paying to us the cancellation fee specified in Schedule I. In cases where the said traveler wishes to cancel the Communication Contract, we will accept payment of the cancellation fee by using the credit card of the Affiliated Company without obtaining the said traveler's signature on the designated voucher.
2. Notwithstanding the provisions of the preceding Paragraph, the traveler may cancel the Subscription Type Organized Tour without paying the cancellation fee before the start of the Tour in any of the following cases.
  - a. In cases where the Contract Content has been changed by us, but limited only to cases such as the changes listed in Schedule II or other significant
  - b. In cases where the Tour Fee has been increased under the provisions of Article 14 Paragraph 1;
  - c. In cases where there arise such causes as natural disasters, war, civil unrest, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public authorities, and other causes whereby it becomes impossible or highly unlikely to carry out the safe and smooth implementation of the Tour;
  - d. In cases where we fail to deliver the Confirmation Document to the traveler on or before the date specified in Article 10 Paragraph 1;
  - e. In cases where the implementation of the Tour has been precluded as scheduled according to the itinerary described in the Contract Document due to reasons attributable to us.
3. Notwithstanding the provisions of Paragraph 1, 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 reasons not attributable to them, or when we have informed them to that effect, the said traveler may cancel the Contract for that portion of the Tour Service which they have been unable to receive, without paying the cancellation fee.
4. In the case of the Preceding paragraph, we shall refund to the traveler the portion of the Tour Fee related to the portion of the Tour Service that has become unavailable. However, when the case of the preceding Paragraph is not due to reasons attributable to us, we shall refund to the said traveler after deducting from the said amount the cancellation fee, penalty fee, and any other amount related to the expenses already paid or payable on or after the cancellation for the said Tour Service.

#### **Article 17 (Our Right to Cancel the Contract - Cancellation before the Start of the Tour)**

1. In any of the following cases, we may cancel the Subscription Type Organized Tour Contract prior to the start of the Tour after explaining to the traveler

the reason for the cancellation:

- a. In cases where it becomes known that the traveler does not meet the conditions required of Tour participants, such as sex, age, qualifications, skills, etc., as specified by us beforehand;
  - b. In cases where the traveler is considered unable to participate in the said Tour due to illness, the absence of a necessary aide/helper, or other similar causes;
  - c. 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;
  - d. In cases where accommodating the traveler is burdensome and exceeds the responsibility provided for in the Contract Content beyond a reasonable extent;
  - e. 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;
  - f. In cases where it is highly likely that conditions required for implementation of the Tour as described at the time of the execution of the Contract, such as the sufficient amount of snowfall necessary for a ski tour, may not come into being;
  - g. In cases where there arise causes beyond our control, such as natural disasters, war, civil unrest, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public authorities, and other causes whereby it becomes impossible or highly unlikely to carry out the safe and smooth implementation of the Tour as scheduled according to the itinerary described in the Contract Document;
  - h. In cases where the Communication Contract has been executed, and the traveler is unable to settle in whole or in part their liability related to the Tour Fee, etc. as stipulated in the credit card membership rules of the Affiliated Company, due to such causes as the credit card held by the traveler becoming invalid;
  - i. When it is found that the traveler falls under any of Article 7 Items e through g.
2. In cases where the traveler does not pay the Tour Fee by the due date specified in the Contract Document as provided in Article 12 Paragraph 1, the traveler shall be deemed to have cancelled the Subscription Type Organized Tour Contract on the day immediately following the said due date. In this case, the said traveler must pay a penalty fee in the amount equal to the cancellation fee as specified in the preceding Article Paragraph 1.
  3. In cases where we cancel the Subscription Type Organized Tour Contract due to reasons specified in Paragraph 1 Item e, we shall inform travelers participating in the Tour that the said Tour is to be cancelled before the 13th day immediately preceding the starting date of the Tour in the case of a Domestic Trip (before the 3rd day in the case of a day trip).

#### Article 18 (Our Right to Cancel the Contract - Cancellation after the Start of the Tour)

1. In any of the following cases, we may cancel part of the Subscription Type Organized Tour Contract even after the start of the Tour after explaining to the traveler the reason for the cancellation:
  - a. In cases where the traveler is unable to continue the Tour due to illness, the absence of a necessary aide/helper, or other similar causes;
  - b. In cases where the traveler interferes with the safe and smooth implementation of the Tour by not following our instructions as given by our tour conductor or other staff, or by disrupting the order of group activities by physically assaulting or threatening the said staff or other travelers;
  - c. When it is found that the traveler falls under any of Article 7 Items e through g;
  - d. In cases where there arise causes beyond our control, such as natural disasters, war, civil unrest, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public authorities, and other causes whereby it becomes impossible to continue the Tour.
2. In cases where we have cancelled the Subscription Type Organized Tour Contract under the provisions of the preceding Paragraph, the contractual relationship between our Company and the traveler shall cease to exist from the cancellation thereof. 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.
3. In the case of the preceding Paragraph, we shall refund to the said traveler the amount remaining from the Tour Fee amount covering the portion of the Tour Service yet to be received by the traveler, after deducting the cancellation fee, penalty fee, and any other expenses already paid or payable from hereon.

#### Article 19 Refund of Tour Fee

1. In cases where a refundable amount becomes due to the traveler as a result of the Tour Fee being reduced under the provisions set forth in Article 14 Paragraphs 3 through 5, or due to the cancellation of the Subscription Type Organized Tour Contract under the provisions of Articles 16 through 18, we shall refund to the traveler the amount by which the Tour Fee is reduced within 7 days 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, or within 30 days from the day immediately following the last day of the Tour as stated in the Contract Document, in cases where the said refund is due to a reduction of the Tour Fee or cancellation after the start of the Tour.
2. In cases where a Communication Contract has been executed with the traveler, if a refundable amount becomes due to them as a result of a reduction of the Tour Fee under the provisions set forth in Article 14 Paragraphs 3 through 5, or due to the cancellation of the Communication Contract under the provisions of Articles 16 through 18, we shall pay a refund to the traveler according to the credit card membership rules of the Affiliated Company. In this case, we shall notify the traveler of the refundable amount due within 7 days from the day immediately following the date of cancellation in the case of a refund due to cancellation prior to the start of the Tour, or within 30 days from the day immediately following the last day of the Tour as stated in the Contract Document, in the case of a refund due to a reduction of the Tour Fee or cancellation after the start of the Tour. The day on which we notify the traveler shall be considered as the Card Use Date.
3. The provisions of the preceding two Paragraphs shall not prevent the traveler or our Company from exercising the right to claim compensation for damages incurred under the provisions of Article 27 or Article 30 Paragraph 1.

#### Article 20 (Arrangement of Return Trip after Cancellation of the Contract)

1. In cases where we have cancelled the Subscription Type Organized Tour Contract after the start of the Tour under the provisions of Article 18 Paragraph 1 Items a or d, at the request of the traveler, we will undertake to make arrangements for any Tour Services required for the traveler to return to the

place of departure of the said Tour.

2. In the case of the preceding Paragraph, all expenses required for the return trip 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)**

The provisions of this Chapter shall apply to the execution of the Subscription Type Organized Tour Contract in cases where we receive a subscription from an accountable representative appointed by two or more travelers who are to travel the same itinerary at the same time (hereinafter referred to as the "Contract Representative").

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

1. Except in cases where a Special Contract was executed, we shall deem the Contract Representative as the person holding all authority concerning the execution of the Subscription Type Organized Tour Contract for the travelers comprising their organization or group (hereinafter referred to as the "Constituent Members"), and we shall handle all transactions concerning the Tour for the organization or group with the said Contract Representative.
2. The Contract Representative must submit a list of their Constituent Members on or before the date specified by us.
3. We shall not be held responsible for any liabilities or obligations assumed by the Contract Representative towards their Constituent Members at present, or is likely to assume in the future.
4. In cases where the Contract Representative will not accompany their organization or group during the Tour, a Constituent Member appointed by the Contract Representative beforehand shall be deemed to be the Contract Representative after the commencement of the Tour.

## **Chapter 6 – Administration of the Itinerary**

### **Article 23 (Administration of the Itinerary)**

1. We shall make efforts to secure the safe and smooth implementation of the Tour for the traveler and carry out the following services for the said traveler, except in cases where we have executed a Special Contract that specifies otherwise.
  - a. In cases where it is deemed that the traveler may be unable to receive the Tour Service during the Tour, we shall take the necessary measures to ensure that the traveler receives such Tour Service as specified in the Subscription Type Organized Tour Contract;
  - b. In cases where alteration of the Contract Content becomes unavoidable despite the measures taken as described in the preceding Paragraph, we shall make arrangements for alternative services. In such cases, when the tour itinerary is to be changed, we shall make efforts to make an alternative itinerary that fulfills the purpose of the original itinerary. Furthermore, in cases where the content of the Tour Service is to be changed, we will try to minimize alterations to the Contract Content by making the content of the alternative Tour Service as equivalent as possible to the originally planned Tour Service.

### **Article 24 (Instructions by Our Company)**

The traveler must follow the instructions of our Company after the commencement of the Tour until its completion when the Tour is conducted as a group, in order to implement the Tour safely and smoothly.

### **Article 25 (Services of Tour Conductor, etc.)**

1. Depending on the content of the Tour, we may ask a tour conductor or other personnel to accompany the Tour and handle in whole or in part the services described in each Item of Article 23, or any other services we consider necessary in connection with the Subscription Type Organized Tour.
2. As a general rule, the service hours for the tour conductor or other personnel to engage in the services as described in the preceding Paragraph shall be from 8:00 to 20:00 local time.

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

In case a situation arises during the Tour where we consider a traveler to be in a condition requiring protection due to illness, injury, etc., we may take any necessary measures. In this case, if the cause is not attributable to us, the expenses 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, in the method designated by us.

## **Chapter 7 – Responsibilities**

### **Article 27 (Responsibilities of Our Company)**

1. During the implementation of the Subscription Type Organized Tour, when we or an agent we have engaged to make arrangements on our behalf under the provisions of Article 4 (hereinafter referred to as the "Business Agent") cause any damages to the traveler through intent or negligence, we shall be responsible for the compensation of such damages. However, such compensation shall be limited to cases where we have been notified within two years from the day immediately following the day when the damages were incurred.
2. In cases where the traveler has incurred damages due to reasons beyond the control of our Company or our Business Agent, such as natural disasters, war, civil unrest, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public authorities, and other such causes, we shall not be held responsible for the compensation of such damages, except in the case of the preceding Paragraph.
3. With regards to damages caused to baggage as described in Paragraph 1, notwithstanding the provisions of the said Paragraph, we shall compensate each traveler a maximum amount of one hundred and fifty thousand yen (¥150,000) (except in cases where the damages were caused by us through intent or gross negligence), but only in cases where we have been notified of the damages within 14 days (in the case of the Domestic Trip) from the day immediately following the day when the damages were incurred.

### **Article 28 (Special Indemnity)**

1. We shall pay an indemnity and a solatium in an amount specified beforehand for certain damages caused to the life, body, or baggage of the traveler

while they are participating in the Subscription Type Organized Tour, in accordance with the provisions of the Rules of Special Compensation attached hereto, regardless of whether or not we are responsible for causing the said damages based on the provisions of the preceding Article Paragraph 1.

2. When our Company assumes responsibility based on the provisions of the preceding Article Paragraph 1 for any damages as described in the preceding Paragraph, the indemnity payable by us under the preceding Paragraph shall be considered as the compensation for the said damages, within the limit of the amount of compensation payable based on the said responsibility.
3. In the case stipulated in the preceding Paragraph, our obligation to pay the indemnity based on Paragraph 1 of this Article shall be reduced by an amount equivalent to the damage compensation payable by us based on the provisions of the preceding Article Paragraph 1 (including the indemnity deemed to be damage compensation according to the provisions of the preceding Paragraph).
4. Any Subscription Type Organized Tour which we implement after collecting a separate Tour Fee from a traveler participating in one of our Subscription Type Organized Tours shall be handled as part of the content of the principal Subscription Type Organized Tour Contract.

#### Article 29 (Guarantee of Itinerary)

1. In cases where a major alteration is made to the Contract Content described in Schedule II (with the exception of the alterations described in the following items (excluding alterations caused by the lack of seats or rooms in the transportation, accommodation, or other facilities, despite the fact that the relevant Tour Service is being provided by the such facilities)), we shall pay an indemnity for such alteration equal to or in excess of the amount obtained by multiplying the Tour Fee by the percentage specified in the right column of Schedule II, within 30 days from the day immediately following the last day of the Tour. This does not apply in cases where it is clear that our Company bears responsibility for the said alterations, based on the provisions of Article 27 Paragraph 1.
  - a. Alterations due to the following causes:
    - (1) Natural disasters;
    - (2) War;
    - (3) Civil unrest;
    - (4) Orders from government and other public authorities;
    - (5) Suspension of Tour Services by transportation and accommodation facilities, etc.;
    - (6) Provision of a transportation service not based in the original travel plan;
    - (7) Measures required to ensure the safety of the life and body of the tour participants.
  - b. Alterations related to the cancelled portions of the Tour following the cancellation of the Subscription Type Organized Tour Contract based on the provisions of Article 16 through Article 18.
2. The maximum amount of indemnity payable by us for such alterations per traveler for one Subscription Type Organized Tour shall be the amount obtained by multiplying the Tour Fee by a percentage set by us that is equal to or over 15%. However, in cases where the amount of indemnity per traveler for one Subscription Type Organized Tour falls below one thousand yen (¥1,000), we will not be obliged to pay indemnity for the alteration.
3. After we have paid indemnity for an alteration in accordance with the provisions of Paragraph 1 of this Article, in case it becomes clear that we bear responsibility for the alteration based on the provisions of Article 27 Paragraph 1, the traveler must repay us the indemnity paid for the said alteration. In such a case, we shall pay the remaining balance after offsetting the amount of compensation payable by us based on the provisions of Paragraph 1 of this Article, with the amount of indemnity due to be repaid by the traveler.

#### Article 30 (Responsibilities of the Traveler)

1. In cases where we incur damages due to the willful misconduct or negligence of a traveler, the said traveler must pay us compensation for the damages.
2. When a traveler executes a Subscription Type Organized Tour Contract with us, the traveler must make efforts to utilize the information we provide and understand the content of the said Subscription Type Organized Tour Contract, including their rights and obligations, etc.
3. After the start of the Tour, if the traveler realizes that the Tour Service being offered differs from that specified in the Contract Document, they must promptly report it on-site to us, our Business Agent, or the provider of the said Tour Service, in order for them to properly receive the Tour Service specified in the Contract Document.

### Chapter 8 – Compensation Business Guarantee Bonds

#### Article 31 (Compensation Business Guarantee Bonds)

1. Our Company is a Security Member of the All Nippon Travel Agents Association (located at 2-19 Akasaka 4-chome, Minato-ku, Tokyo).
2. The traveler or Constituent Member who has executed a Subscription Type Organized Tour Contract with us is entitled to be reimbursed a maximum amount of eleven million yen (¥11,000,000) from the compensation business guarantee bonds deposited by the All Nippon Travel Agents Association mentioned in the preceding Paragraph, with regards to claims as arising from the transaction.
3. As we have paid our share of the compensation business guarantee bonds to the All Nippon Travel Agents Association in accordance with the provisions of Article 49 Paragraph 1 of the Travel Agency Law, we have not deposited the business guarantee bonds stipulated in Article 7 Paragraph 1 of the Travel Agency Law.

**Schedule I Cancellation Fees (related to Article 16 Paragraph 1)** Cancellation fees for Domestic Trips

Classification	Cancellation Fee
a. Subscription Type Organized Tour Contract (excluding those mentioned in the item b)	
(1) In cases where the Contract is cancelled on or after the 20th day (or the 10th day in the case of a day trip) from the day immediately preceding the starting day of the Tour (except in the following cases from (2) through (5)).	20% or less of the tour fee
(2) In cases where the Contract is cancelled on or after the 7th day from the day immediately preceding the starting day of the Tour (except in the following cases from (3) through (5)).	30% or less of the tour fee
(3) In cases where the Contract is cancelled on the day immediately before the starting day of the Tour.	40% or less of the tour fee
(4) In cases where the Contract is cancelled on the starting day of the Tour (except in the following case (5)).	50% or less of the tour fee
(5) In cases where the Contract is cancelled after the start of the Tour or the traveler does not participate in the Tour without notice (no show).	100% or less of the tour fee
b. Subscription Type Organized Tour Contract with the use of a chartered ship	Based on the cancellation fee provisions for the said ship
Notes:	
1. The amount of the cancellation fee shall be specified in the Contract Document.	
2. In applying this Schedule, "After the Start of the Tour" refers to the time after the traveler starts receiving the Tour Service.	

**Schedule II Compensation for Changes (related to Article 29 Paragraph 1)**

Changes Requiring Payment of Compensation	Rate per change (%)	
	Prior to the start of the Tour	After the start of the Tour
1. Changes in the Tour start date or Tour end date as specified in the Contract Document	1.5	3.0
2. Changes in the sightseeing locations or facilities (including restaurants) and other destinations of the Tour as specified in the Contract Document	1.0	2.0
3. Changes in the class or facilities of the transport facilities specified in the Contract Document to those of a lower cost (limited to cases where the total fee after the change falls below the amount stated in the Contract Document).	1.0	2.0
4. Changes in the type of transport facility or in the company name as specified in the Contract Document	1.0	2.0
5. Changes in the flight at the departure airport at the start of the Tour or destination airport at the end of the Tour (within Japan) as specified in the Contract Document	1.0	2.0
6. Changes from direct flights between Japan and a foreign country as specified in the Contract Document to connecting or indirect flights.	1.0	2.0
7. Changes in the type or name of accommodation facility as specified in the Contract Document	1.0	2.0
8. Changes in room type, facilities, view, or other conditions at the accommodation facilities as specified in the Contract Document	1.0	2.0
9. Changes in the preceding items which are listed in the tour title of the Contract Document	2.5	5.0
*1 "Prior to the start of the Tour" refers to cases where the traveler has been notified of the relevant change prior to the starting day of the Tour. "After the start of the Tour" refers to cases where the traveler has been notified of the relevant change on or after the starting day of the Tour.		
*2 When a Confirmation Document has been issued, this Schedule shall apply by replacing "Contract Document" with "Confirmation Document." In this case, if any changes were made between the contents specified in the Contract Document and those in the Confirmation Document, or between the contents specified in the Confirmation Document and the contents of the Tour Services actually provided, each respective change shall be treated as a single case.		
*3 If the transport facilities involved in the changes described in Items 3 or 4 above accompany the use of accommodation facilities, each overnight stay shall be treated as a single case.		
*4 Item 4 above shall not apply to changes in the transportation company name when a change results in the use of a higher transportation class or equipment grade.		
*5 Even if the changes described in Items 4, 7, or 8 above occur multiple times during one trip on a transport vehicle, or in one overnight stay, each trip or overnight stay shall be treated as a single case respectively.		
*6 For changes mentioned in Item 9 above, the percentages listed in Items 1 through 8 shall not apply, and the percentage listed in Item 9 shall be applied.		

**(Travel Planning/Implementation)**

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