

Kunaw Travel Hokkaido LLC

Terms and Conditions for Subscription Type Organized Tours

1. Subscription Type Organized Tour Contract

- (1) This tour is organized and implemented by Kunaw Travel Hokkaido LLC (hereinafter referred to as "Our Company", "We", or "Us", as the case may be). Customers joining the tour shall conclude a Subscription Type Organized Tour Contract (hereinafter referred to as the "Tour Contract") with our Company.
- (2) The content and conditions of the Tour Contract are those set forth in these Terms and Conditions, the pertinent website and brochure, the Confirmation Document (final travel itinerary) delivered to the Customer before departure, and the provisions stipulated in our Standard General Conditions of Travel Agency Business (Subscription Type Organized Tour Part).
- (3) Our Company shall provide arrangements and itinerary management in order to ensure that the Customer is able to receive the transportation, accommodation, and other services (hereinafter referred to as the "Tour Service") to be provided by the relevant travel service operators in accordance with the travel itinerary prepared by our Company.

2. Application for the Tour Contract

- (1) Our Company may accept applications for the Tour Contract onsite in our sales location, or by telephone, postage, fax, the Internet, and other means of communication.
- (2) The Tour Contract shall become valid upon our Company's issuance of a notice indicating acceptance of the application, and upon receipt of the application fee (which covers part or all of the Tour Fee) by the due date specified in such notice. If the Customer fails to pay the application fee within the due date, the application shall be voided.
- (3) If our Company receives an application from a Contract Representative acting on behalf of customers who constitute an organization or group, we shall deem the said Contract Representative to hold all authority regarding matters such as the execution and cancellation of the Tour Contract.

3. Conditions of Application

- (1) Written parental consent shall be required for all Customers under the age of eighteen (18) who are traveling alone. Customers under the age of fifteen (15) may be required to be accompanied by a parent or guardian.
- (2) Our Company reserves the right to refuse an application if the Customer's gender, age, qualifications, skills, or other conditions do not meet the requirements specified by our Company for participation in the tour.
- (3) Customers who require special consideration during the tour due to reasons such as pregnancy, chronic health conditions, physical and/or mental disabilities, the use of a wheelchair or other assistive device, food and/or animal allergies, etc. shall inform our Company of their needs when applying for the tour. We shall comply with such requests to the extent deemed feasible and reasonable. Any expenses incurred for special measures taken by our Company related with such requests shall be borne by the Customer.
- (4) If our Company determines that a Customer requires medical diagnosis or treatment by a physician during the tour due to reasons such as illness or injury, we may take any measures necessary to ensure the smooth operator of the tour. Any expenses associated with such measures shall be borne by the Customer.
- (5) Our Company may refuse an application from a Customer if we determine that they are likely to cause trouble to other customers or interfere with the smooth implementation of the tour as a group.
- (6) Our Company reserves the right to refuse an application for operational reasons.

4. Delivery of the Contract Document and Confirmation Document

- (1) After the Tour Contract takes effect, our Company shall promptly deliver to the Customer a document (hereinafter referred to as the "Contract Document") that specifies the travel itinerary, the content of the Tour Service, the Tour Fee, the terms and conditions of the tour, as well as matters concerning our responsibility.
- (2) Our Company shall furnish the Customer with a Confirmation Document specifying the final travel itinerary and information about confirmed Tour Services, no later than the day prior to the tour departure date. However, if the application was received seven (7) days or less prior to the day before the tour departure date, the Confirmation Document may be furnished on tour departure date instead. If we receive an inquiry from the Customer, we shall explain the status of the tour arrangements even before delivery of the Confirmation Document.

5. Services Included in Tour Fee

- (1) Fares and fees charged by any transportation facilities, accommodation costs, meal costs, admission fees etc. for sightseeing facilities as specified in the travel itinerary, plus service fees, consumption tax, and other applicable taxes.
- (2) Tour conductor expenses in the case of tours accompanied by a tour conductor, as well as gratuities required for group activities.
- (3) As a general rule, the above costs shall not be refundable in the event that the Customer does not use all of the covered services for personal reasons.

6. Services Not Included in Tour Fee

Charges and expenses other than those specified in the preceding Article 6, such as:

- (1) Transportation costs, meal costs, admission fees, and other personal expenses for items or periods designated in the travel itinerary as "free time", "separate fee required", "costs to be borne by the customer", etc.

- (2) Laundry, telephone/telecommunications charges, additional food and drink costs, and other expenses of a personal nature, including any associated taxes and service fees.
- (3) Medical expenses for injuries or illness
- (4) Charges for participation in separately-priced optional tours
- (5) Transportation and accommodations costs between arrival/departure and the start and end points of the itinerary

7. Changes in the Tour Service Content

Our Company reserves the right to modify the tour itinerary and/or the Tour Service content after the execution of the Tour Contract, in the event of natural disasters, war, civil unrest, suspension of services by transportation and accommodation facilities etc., orders from government and other public authorities, the provision of transportation services not based on our original travel plan, or any other cause beyond our Company's control when such modification is unavoidable in order to ensure the safe and smooth implementation of the tour.

8. Changes in the Tour Fee

- (1) If the fares and fees charged by transportation facilities to be used in the tour increase or decrease considerably beyond normally expected levels (due to significant changes in economic conditions or other causes), our Company may revise the Tour Fee in accordance with such increases or reductions.
- (2) In the event that a modification in the Tour Service content as described in Article 7 above results in an increase or decrease in the costs required to implement the tour, our Company may revise the Tour Fee to reflect the said differential.

9. Change of Tour Participants

With the consent of our Company, the Customer may transfer their status under the Tour Contract to a third party. In this case, the Customer shall be required to provide the necessary information and pay our Company a designated handling fee.

10. Cancellation Fees (for Cancellation by the Customer)

- (1) The Customer may cancel the Tour Contract at any time by paying our Company the cancellation fee specified below:

Timing of the Change or Cancellation (when the notice of cancellation is received by our Company)	Cancellation Fee	
	Tours that include accommodation	Day tours
21 days or more prior to the tour start date	No charge	No charge
20 days to 8 days prior to the tour start date	20% of Tour Fee	No charge
7 days to 2 days prior to the tour start date	30% of Tour Fee	No charge
1 day prior to the tour start date	40% of Tour Fee	40% of Tour Fee
On the tour start date prior to the start time of the tour	50% of Tour Fee	50% of Tour Fee
After the start of the tour, or in case of failure to show without notice	100% of Tour Fee	100% of Tour Fee

- (2) If the Customer wishes to change the tour departure date or the tour itinerary (including but not limited to transportation and accommodation facilities), or decrease the number of participants for personal reasons, our Company shall consider it a cancellation and the specified cancellation fees above shall apply.
- (3) In any of the following cases, the Customer may cancel the Tour Contract without paying a cancellation fee:
 - a. In cases where the Tour Contract content has been modified under the provisions of Article 7.
 - b. In cases where the Tour Fee has been increased under the provisions of Article 8.
 - c. In cases where the implementation of the tour according to the itinerary specified in the Tour Contract has become impossible due to causes attributable to our Company.

11. Cancellation of the Tour by Our Company

[Prior to the start of the tour]

- (1) Our Company may cancel the Tour Contract if the Customer fails to pay the Tour Fee by the specified due date. In this case, we shall charge the Customer a penalty fee equal to the amount of the cancellation fee specified under Article 10.
- (2) Our Company may cancel the Tour Contract in any of the following cases:
 - a. When it becomes evident that the Customer does not meet the gender, age, qualifications, skills, or other requirements specified by our Company for participation in the tour.
 - b. When the Customer is recognized to be unfit to join the tour due to illness, the absence of a necessary aide/helper, or other reasons.
 - c. When the Customer is recognized to pose a risk of causing trouble to other customers or interfere with the smooth implementation of the tour as a group.
 - d. When the safe and smooth implementation of the Tour becomes impossible or highly improbable due to reasons beyond our Company's control, such as natural disasters, war, civil unrest, suspension of Tour Services by transportation and accommodation facilities, etc., and orders from government and other public authorities.
 - e. If the Customer makes unreasonable or unrealistic demands in connection with the Tour Contract.

[After the start of the tour]

- (1) In the following cases, our Company may cancel the Tour Contract even after the start of the tour:
 - a. When the Customer is recognized to be unfit to continue the tour due to illness, the absence of a necessary aide/helper, or other reasons.
 - b. When the Customer interferes with safe and smooth implementation of the tour, through means such as disobeying the instructions of our Company or the tour conductor, or causing trouble to other customers.
 - c. When it becomes impossible to continue the tour due to reasons beyond our Company's control, such as natural disasters, war, civil unrest, suspension of Tour Services by transportation and accommodation facilities, etc., and orders from government and other public authorities.
- (2) In the above cases, our Company shall refund the Tour Fee amount covering any portion of the Tour Service yet to be received by the Customer, after deducting the cancellation fee and penalty fee.

12. Refund of the Tour Fee

If our Company is required to make a refund to a Customer in the case of a reduction in the Tour Fee pursuant to the provisions of Article 8, or in the event of cancellation of the Tour Contract pursuant to the provisions of Article 10 or Article 11, we shall make the said refund within seven (7) days from the day following the cancellation of the Tour Contract (in the case of cancellation prior to the start of the tour), and within thirty (30) days from the day following the tour completion date set forth in the Contract Document (in the case of a reduction in the Tour Fee or a cancellation of the Tour Contract after the start of the Tour).

13. Tour Itinerary Management

Our Company shall make efforts to secure the safe and smooth operation of the tour and carry out the following services for the Customer, except in cases where we have concluded a special contract that specifies otherwise.

- (1) In cases where it is deemed that the Customer may be unable to receive the Tour Service during the tour, we shall take the necessary measures to ensure that the said Customer receives such Tour Service as specified in the Tour Contract.
- (2) In cases where modification of the Tour Contract content becomes unavoidable despite the measures taken as described in Item (1), we shall make arrangements for alternative services. In such cases, when the tour itinerary is to be changed, we shall make efforts to arrange an alternative itinerary that fulfills the purpose of the original itinerary. Furthermore, in cases where the Tour Service content is to be changed, we shall 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.
- (3) In cases where we deem a Customer to be in a condition requiring protection during the tour 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 Customer, and shall be payable by the Customer on or before the date specified by us in a method designated by us.

14. Our Company's Responsibilities

- (1) If our Company causes any damage to the Customer through intent or negligence during the implementation of the tour, we shall be liable for the compensation of such damages. However, such compensation shall be limited to cases where we have been notified within two (2) years from the day immediately following the day when the damages were incurred.
- (2) Our Company shall not be liable for compensation of damages incurred by the Customer due to reasons 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 (including quarantines for infectious diseases), accidents during itinerary portions designated as free time, food poisoning, theft, delays and stoppages of transport services, and other such causes.
- (3) Notwithstanding the provisions of Item (1), our Company shall compensate damages to baggage if we have been notified of the damages within fourteen (14) days from the day immediately following the day when the damages were incurred. The maximum amount of compensation is one hundred and fifty thousand yen (¥150,000) per person (except in cases where the damages were caused by us through willful or grossly negligent acts).

15. Customer's Responsibilities

- (1) The Customer shall be responsible for compensating our Company for any damage we incur as a result of any willful or negligent act or violation of the law and public order by the Customer.
- (2) The Customer must make every effort to utilize the information provided by our Company and understand the contents of the Tour Contract, including but not limited to their rights and obligations.
- (3) After the start of the tour, if the Customer recognizes that the Tour Service being offered differs from that specified in the Tour Contract, they must promptly report it on-site to our Company, the tour conductor, or the provider of the said Tour Service.

16. Guarantee of Itinerary

- (1) In the event of any material changes to the Tour Contract contents as specified in the following table (excluding changes due to reasons 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 provision of transportation services not based on our original travel plan, or the implementation of measures necessary to protect the life and body of the tour participants), our Company shall pay an indemnity in the amount obtained by multiplying the Tour Fee by the percentage indicated in the table. However, this shall not apply to changes in the time or the order in which the Tour Services have been provided.
- (2) The maximum amount of indemnity payable by our Company for the changes specified in the table above shall be 15% of the Tour Fee per person for each Subscription Type Organized Tour. However, indemnity shall not be paid if this amount is less than one thousand yen (¥1,000).

Changes for which our Company will pay indemnity	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 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 facilities 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 in the type or name of accommodation facilities as specified in the Contract Document	1.0	2.0
7. Changes in room type, facilities, view, or other conditions at the accommodation facilities as specified in the Contract Document	1.0	2.0
8. Changes in the preceding Items which are listed in the tour title of the Contract Document	2.5	5.0

17. Other Matters

- (1) The Customer shall be responsible for any expenses incurred in connection with requests made by the Customer to the tour conductor or other individuals for purposes such as personal guiding, shopping etc., expenses arising from illness or injury sustained by the Customer, expenses involved in the loss and recovery of personal belongings owing to the Customer's negligence, and expenses incurred in the arrangement of independent activities.
- (2) While our Company may provide information regarding souvenir shops for the convenience of the Customer, the Customer shall bear all responsibility regarding personal purchases at such shops.
- (3) Our Company shall not reconduct a tour under any circumstances.
- (4) Any matters not stipulated in these Terms and Conditions shall be handled as stipulated in our Standard General Conditions of Travel Agency Business (Subscription Type Organized Tour Contract Part).

18. Handling of Personal Information

- (1) Our Company shall use personal information submitted at the time of tour application to the extent necessary to contact the Customer and make arrangements for Tour Services, including providing such personal information to transportation and accommodation facilities, etc. In addition, we may use the Customer's personal information for the purpose of providing information on our products and services, requesting comments and feedback on the tour they joined, requesting participation in surveys, and compiling statistical data of our services.
- (2) A Customer who is acting as a Contract Representative for an organization or group shall be deemed as having obtained the consent of their constituent members regarding the provision of personal information to a third party.
- (3) For more information regarding our Company's handling of personal information, please refer to our Privacy Policy page (<https://slow-life-hokkaido.com/privacy/>).

Note: This document is a translation of the Japanese original and provided only for reference. If there is any discrepancy between this translation and the Japanese original, the latter shall prevail.

(Travel Planning/Implementation)

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