

Standard General Terms and Conditions of Travel Agency Business (Terms and Conditions for Organized Tours)

Joint Notification No. 1 by the Japan Tourism Agency and the Consumer Affairs Agency
(effective from April 1, 2020)

Chapter 1: General Provisions

(Scope of Application)

Article 1

These Terms and Conditions shall apply to the contracts for organized tours (hereinafter referred to as the "Subscription Type Organized Tour Contract") concluded between the Company and the traveler. In the case that any matter not stipulated in the General Conditions arises, ordinance or generally established practice shall be applied.

2. In cases where the Company executes a special contract (hereinafter referred to as the "Special Contract") with the traveler in writing without violating the relevant law and harming the interests of the traveler, such Special Contract shall be given priority, notwithstanding the provision of the preceding paragraph.

(Definitions of Terminology)

Article 2

In the General Conditions, "Subscription Type Organized Tour" shall mean such tours for which the Company 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 Price amount payable to the Company by travelers, which shall be implemented as planned.

2. In the 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, the "Communication Contract" shall mean the Subscription Type Organized Tour Contract, which is executed between the Company and a card member of the credit card company affiliated with the Company or the company marketing the Company's Subscription Type Organized Tour on behalf of the Company (hereinafter referred to as an "Affiliated Company") by subscription through telephone, mail, facsimile, internet, or other means of communication, subject to prior consent of the traveler to the effect that the claims or obligations held by the Company, such as the Tour Price to the traveler based on Subscription Type Organized Tour Contract are settled on or after the due date of such claims or obligations according to card membership rules as provided separately by the Affiliated Company, and also subject to payment of the Tour Price, etc. payable under 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 the General Conditions, the "Date Card Used" shall mean the date when the traveler or the Company becomes obligated to pay the Tour Price, etc. or executes refundable liability under the Subscription Type Organized Tour Contract.

(Content of Tour Contract)

Article 3

The Company undertakes 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 the Company.

(Business Agent)

Article 4

In performing the Organized Tour Contract, the Company may have part or all of the arrangements carried out by other travel agencies or persons engaged in the business of making arrangements, or other auxiliaries, either within or outside of Japan.

Chapter 2: Execution of Contract

(Subscription for the Tour Contract)

Article 5

A traveler who wishes to subscribe to the Company's Subscription Type Organized Tour Contract shall fill in the necessary information in the application form as designated by the Company (hereinafter referred to as the "Application Form"), and shall submit it to the Company together with the required payment to apply for the Subscription Type Organized Tour Contract as separately specified by the Company.

2. Notwithstanding the provision of the preceding paragraph, a traveler who wishes to subscribe to the Company's Communication Contract will be required to notify the Company of the name of the desired Subscription Type Organized Tour, the start date of the Tour, the traveler's membership number and other information as required (hereinafter referred to as the "Membership Number, etc.").

3. The Application Fee as specified in paragraph 1 shall be treated as part of the Tour Price, a cancellation fee or a penalty charge.

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 the Company at the time of application for the Contract. In this case the Company will try to accommodate such a request as far 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.

(Subscription by Telephone, etc.)

Article 6

Subscriptions for the Subscription Type Organized Tour Contract are accepted by means of telephone, mail, facsimile, internet 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 the Company of his or her Membership Number, etc. within the period as designated by the Company, in accordance with the provision of paragraph 1 or paragraph 2 of the preceding Article 5, after the Company has notified the said traveler of the Company's acceptance of his or her subscription.

2. Upon the submission of the Application Form and Application Fee as specified in the preceding paragraph, or when the Company have been notified of the traveler's Membership

Number, etc., the order in which the Company execute the Subscription Type Organized Tour Contract with the said traveler shall be subject to the order in which the Company receive his or her Application Form and Application Fee, or the traveler's Membership Number .

3. In cases where the traveler fails to submit the Application Fee, or to notify the Company of his or her Membership Number, etc. within the period specified in paragraph 1 above, the Company will consider such a subscription as not having been received and treat it accordingly.

(Rejection of the Execution of the Contract)

Article 7

Any one of the following is a case upon which the Company reserves the right to decline the execution.

- (1) In cases where the sex, age, qualifications, skills or other conditions of the traveler in question do not meet such conditions as specified by the Company 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 the Communication Contract is about to be executed, 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;
- (5) 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;
- (6) In cases where the traveler has made claims through forceful behavior or unjust claims to the Company or acted in a threatening manner or made threatening statements, or has conducted violent acts or behavior in connection with any transaction between the parties, or other acts or behavior equivalent to these;
- (7) In cases where the traveler committed acts which may damage the Company's reputation or obstruct the Company's business by spreading false rumors, the use of fraudulent means or by force, or other acts or behavior equivalent to these; or
- (8) In cases where there is an inconvenience related to the Company's business.

(Time that the Tour Contract is Executed)

Article 8

The Subscription Type Organized Tour Contract shall be executed when the Company has accepted the execution of the Contract and has received the Application Fee as specified in the Article 5, paragraph 1.

2. Notwithstanding the provision of the preceding paragraph, the Communication Contract shall be deemed concluded when a notice indicating the company's acceptance of entering into the Contract has reached the traveler.

(Delivery of Contract Document)

Article 9

The company will promptly deliver to the traveler, a document (hereinafter referred to as the "Contract Document") detailing the itinerary, content of the Tour Service, Tour Prices, and other conditions of the Tour, as well as matters concerning the Company's responsibility with regards to the Tour, promptly after the Tour Contract has been executed as defined in the preceding Article.

2. The scope of the Company's 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 as specified in the preceding paragraph.

(Determinate Document)

Article 10

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, the Company will list, on a limited basis, in the Contract Document, the names of facilities scheduled for accommodation and the names of transportation facilities important and to be shown in the Contract Document, and after the Company has delivered such a Contract Document, the Company will also deliver a document with descriptions of determinate conditions (hereinafter referred to as the "Determinate Document") on or before the date as 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 subscriptions for the Subscription Type Organized Tour Contract are 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 enquiry is received from a traveler who wishes to confirm the status of arrangements, the Company will respond promptly and properly to such an enquiry before delivery of the Determinate Document to the said traveler.

3. In cases where the Determinate Document has been delivered as provided in Paragraph 1, the scope of the Tour Services for which the Company assumes the obligation to make arrangements and manage the itinerary pursuant to the provisions of Paragraph 2 of the preceding Article shall be as specified in the said Determinate Document.

(Method of Utilizing Telecommunication Technology)

Article 11

When, instead of physically delivering to the traveler the document, the Contract Document or the Determinate Document to be delivered at the time when the traveler is about to execute the Subscription Type Organized Tour Contract which describes details such as the itinerary, the Tour Service content, the Tour Price, other conditions of the Tour, and matters regarding the Company's responsibility, the Company have provided the traveler, with his/her prior consent, with such details to be described in the said document(s) (hereinafter referred to in this Article as the "Described Details") by means of utilizing telecommunications technology, the Company will confirm that the Described Details have been recorded on a file as equipped in the communications equipment used by the traveler.

2. In the case of the preceding paragraph, when the communications equipment used by the said traveler is not equipped with a file for recording the Described Details, the Company will record the Described Details on a file (confined for exclusive use of the said traveler) as equipped in the communications equipment used by the Company, and confirm that the said traveler has viewed the Described Details.

(Tour Price)**Article 12**

The traveler will be required to pay to the Company the price 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 the Communication Contract has been executed, the Company will receive payment of the Tour Price in the amount specified in the Contract Document by the credit card of the Company's Affiliated Company without obtaining the traveler's signature on the designated voucher. In this case, the date on which the card is used shall be considered as the date the Tour Contract is executed.

Chapter 3 - Alteration of the Contract

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

In cases where there arise causes beyond the Company's control, such as acts of God, acts of war, civil commotion, suspension of the Tour Service by transportation and accommodation facilities, etc., orders from government and other public agencies, the need to use transportation services not based on the Company's original transportation plan, and other causes, and when it is considered unavoidable in order to effect the safe and smooth implementation of the Tour, the Company may be required to change the itinerary, content of the Tour Service and other content of the Subscription Type Organized Tour Contract (hereinafter referred to as the "Contract Content") by promptly explaining to the traveler beforehand the reasons for the nature of such causes being beyond the Company's control and the correlation between such causes and subsequent changes. This shall be the case except at the time of an emergency, in which case, when unavoidable, the Company will explain to the traveler after such changes have been made.

(Alteration of Tour Price)**Article 14**

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 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 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, the Company will be permitted to increase or reduce the amount of the Tour Price within the range of the amount so increased or reduced.

2. In cases where the Company increases the Tour Price as provided for in the preceding paragraph, the Company will 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 for in paragraph 1, the Company will decrease the Tour Price by the amount so reduced in accordance with the provision of the said paragraph.

4. If any change in the Contract Content according to the provisions of the preceding Article, causes any increase or decrease to accrue in the expenses required for the implementation of the Tour (including the cancellation fee, a penalty charge or other expenses already paid

or payable from now for the Tour Service unreceived due to changes in the said Contract Content), the Company may change the Tour Price within the range of the amount increased or decreased when such Contract Content is changed (except when such increase of expenses is caused by a lack of seats/rooms in the transportation and accommodation facilities, etc. or other facilities, despite the fact that the relevant Tour Service is provided by the transportation and accommodation facilities, etc.).

5. In cases where the Company has stated in the Contract Document that the Tour Price 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 the Company after the execution of the Subscription Type Organized Tour Contract, the Company reserve the right to change the amount of the Tour Price as described in the Contract Document.

(Change of Traveler)

Article 15

A traveler who has executed a Subscription Type Organized Tour Contract with the Company may assign his/her status under the said Contract to a third party, subject to the Company's consent.

2. In cases where a traveler wishes to obtain the Company's consent as provided in the preceding paragraph, the said traveler shall fill in the necessary information on the form designated by the Company, and submit it to the Company together with the handling fee in the designated amount to the Company.

3. The assignment of the said status under the Contract, as provided in paragraph 1, shall take effect when approved by the Company. After such approval, the third party who has acquired such status under the Tour Contract shall succeed to all rights and obligations concerning the said Subscription Type Organized Tour Contract as originally executed by the traveler.

Chapter 4: Cancellation of Contract

(Traveler's Rights to Cancel the Contract)

Article 16

A traveler may, at any time, cancel the Subscription Type Organized Tour Contract by paying to the Company the cancellation fee specified in Schedule I. In cases where the said traveler wishes to cancel the Communication Contract, the Company will accept payment of the cancellation fee by using the card of the Affiliated Company without obtaining the said traveler's signature on the designated voucher.

2. Notwithstanding the provision of the preceding paragraph, the traveler may cancel, in any of the following cases, the Subscription Type Organized Tour without paying the cancellation fee before the start of the Tour.

(1) In cases where the Contract Content has been changed by the Company, but limited only to such cases where the changes 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 Article 14, paragraph 1;

(3) In cases where there arise such causes as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., orders

from government and other public agencies, and other causes, whereby it becomes impossible or highly unlikely to carry out the safe and smooth implementation of the Tour;
(4) In cases where the Company fail to deliver the Determinate Document to the traveler on or before the date specified in Article 10, paragraph 1; or

(5) In cases where the implementation of the Tour has been precluded as scheduled according to the itinerary described in the Contract Document as a result of causes attributable to the Company.

3. Notwithstanding the provision 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 causes not attributable to him/her, or when the Company inform him/her to that effect, the said traveler may cancel the Contract for that portion of the Tour Service which he/she has been unable to receive, without paying the cancellation fee.

4. In the case of the preceding paragraph, the Company will 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 case of the preceding paragraph is not due to causes attributable to the Company, the Company will refund to the said traveler after deducting from the said amount the cancellation fee, penalty charges and any other amount related to the expenses already paid or payable on or after the cancellation for the said Tour Service.

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

Article 17

In any of the following events, the Company may cancel the Subscription Type Organized Tour Contract prior to the start of the Tour by explaining to the traveler the reason for the cancellation:

(1) 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 the Company beforehand;

(2) 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 such causes;

(3) 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;

(4) In cases where accommodating the traveler is burdensome and exceeds the responsibility provided for in the Contract Content 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 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;

(7) In cases where there arises causes beyond the Company's control, such as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public agencies, 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;

(8) In cases where the Communication Contract has been executed, 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 due to such causes as the credit card held by the traveler becoming invalid; or

(9) When it is found that the traveler falls under any of Article 7, items (5) through (7).

2. In cases where the traveler does not pay the Tour Price by the due date specified in the Contract Document as provided in Article 12, paragraph 1, the traveler shall be considered to have cancelled the Subscription Type Organized Tour Contract on the day immediately following the said due date. In this case, the said traveler shall pay a penalty charge in the amount equal to the cancellation fee as specified in the preceding Article, paragraph 1.

3. In cases where the Company cancels the Subscription Type Organized Tour Contract due to reasons specified in paragraph 1, item e, the Company will 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) and before the 23rd day in the case of an Overseas Trip (before the 33rd day, if the starting date falls within the Peak Season as defined in Schedule I).

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

Article 18

In any of the following cases, the Company may cancel part of the Subscription Type Organized 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 considered unable to continue the said Tour due to illness, the absence of a necessary aide/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 Company's instructions as given by the Company's tour escort or other staff, or by disrupting the disciplinary order of group activities by physically assaulting or threatening the said staff or other travelers;

(3) When it is found that the traveler falls under any of Article 7, items (5) through (7); or

(4) In cases where there arise causes beyond the Company's control, such as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public agencies, and other causes, whereby it becomes impossible to continue the Tour.

2. In cases where the Company has cancelled the Subscription Type Organized Tour Contract under the provision of the preceding paragraph, the contractual relationship between the Company and the traveler shall cease to exist only with respect to the future. In such a case, it shall be deemed that the Company's liability related to the Tour Service already provided to the traveler has effectively been redeemed.

3. In the case of the preceding paragraph, the Company will refund to the said traveler the amount remaining after deducting the cancellation fee, penalty charge and any other amount related to the expenses already paid or payable from the cancellation thereof for said Tour Service from the amount covering the portion of the said Tour Service which has yet to be offered to the traveler out of the Tour Price.

(Refund of Tour Price)

Article 19

In cases where a refundable amount becomes due to the traveler as a result of the Tour Price being reduced under the provisions set forth in Article 14, paragraphs 3 through 5 or the previous three Articles, the Company will refund to the traveler the amount by which the Tour Price 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 Price or cancellation after the start of the Tour.

2. In cases where the Communication Contract has been executed with the traveler, the Company will pay a refund to the traveler according to the card membership rules of the Affiliated Company, if a refundable amount becomes due to him/her as a result of a reduction of the Tour Price 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 the previous three articles. In this case, the Company will 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 Price or cancellation after the start of the Tour. The day upon which the Company notified the traveler shall be considered as the Date Card Used.

3. The provisions of the preceding two paragraphs shall not prevent the traveler or the Company from exercising the right to claim compensation for damages suffered under the provisions of Article 27 or Article 30, paragraph 1.

(Arrangement for Return Trip after Cancellation of the Contract)

Article 20

In cases where the Company has cancelled the Subscription Type Organized Tour Contract after the start of the Tour under the provisions of Article 18, paragraph 1, items (1) or (4), the Company will undertake to make arrangements for the Tour Services as needed for the traveler to return to the place of departure of the said Tour at the request of the traveler.

2. In the case of the preceding paragraph, all expenses required for the return trip to the departure place shall be borne by the traveler.

Chapter 5 - Contracts with Organizations and Groups

(Contracts with Organizations and Groups)

Article 21

The company will apply the provisions of this Chapter to the execution of the Subscription Type Organized Tour Contracts in cases where the Company receives subscriptions from two or more travelers who are to travel the same route at the same time, provided that each traveler appoints a responsible representative (hereinafter referred to as the "Contract Representative").

(Contract Representative)

Article 22

Unless a Special Contract is executed, the Company will consider the Contract Representative as the person holding all power of representation concerning the execution of the Subscription Type Organized Tour Contract for travelers who compose his/her organization or group (hereinafter referred to as the "Constituent Members"), and the Company will handle all transactions concerning the Tour business related to the said organization or group with the said Contract Representative.

2. The Contract Representative is required to submit a list of the Constituent Members on or before the date as specified by the Company.
3. The Company will not be held responsible for the liabilities or obligations which the Contract Representative assumes to the Constituent Members at present, or liabilities or obligations which the Contract Representative is likely to assume in the future.
4. 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 deemed by the Company to be the Contract Representative after the commencement of the Tour.

Chapter 6: Administration of Itinerary

(Administration of Itinerary)

Article 23

The Company will 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 where the Company has executed a special contract which differs from these services:

- (1) In cases where it is considered that the traveler is unlikely to be able to receive the Tour Service during the Tour, to take necessary measures to ensure that the traveler will receive such Tour Service as specified in the Subscription Type Organized Tour Contract; and
- (2) In cases where alteration of the Contract Content becomes unavoidable despite the measures taken as described in the preceding paragraph, to make arrangements for alternative services. In cases where the Tour itinerary is to be changed, the Company will make efforts to make an alternative itinerary after the change measures up to the purpose of the original Tour itinerary. Also, in cases where the Company is required to change the content of the Tour Service, the Company will try to minimize alterations to the Contract Content by making the content of the Tour Service after the change as close to the originally planned content as possible.

(Instructions by the Company)

Article 24

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

(Services of Tour Escort, etc.)

Article 25

There are cases where the Company will ask tour escorts or others to accompany the Tour, depending on the content of the Tour, and handle the services described in each item of Article 23 in whole or in part or any other services the Company considers necessary in connection with the said Subscription Type Organized Tour.

2. In general, the service hours for the said tour escorts or others to engage in the services as described in the preceding paragraph shall range from 8:00 to 20:00 local time.

(Protective Measures)

Article 26

In the case that a situation arises where the Company considers the traveler to be in a condition requiring protection due to sickness, injury, etc. during the Tour, the Company may

take the necessary measures. In these cases, if the cause is not attributable to the Company, 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 the Company by the method designated by the Company.

Chapter 7: Responsibility

(Responsibility of the Company)

Article 27

The Company will be responsible for the compensation of damages caused to the traveler intentionally or negligently by the Company or by the Company's agent (hereinafter referred to as the "Business Agent") who has been engaged by the Company to make arrangements on the Company's behalf under the provision of Article 4. Such compensation shall be limited to cases where notice has been given to the Company within two years from the day immediately following the day when the damages occurred.

2. In cases where the traveler has suffered damages due to causes beyond the control of the Company or the Company's Business Agent such as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public agencies, and other such causes, the Company will not be responsible for compensation, except in the case of the preceding paragraph.

3. With regard to damages caused to baggage as described in paragraph 1, notwithstanding the provision of the said paragraph, the Company will compensate the traveler up to ¥150,000 as a maximum amount per traveler (except in cases where the damages were caused by the Company intentionally or by the Company's gross negligence), only in cases where the Company has been notified of the damages within 14 days in the case of the Domestic Trip, and within 21 days in the case of an Overseas Trip, from the day immediately following the day when the damages have occurred.

(Special Indemnity)

Article 28

The Company will pay an indemnity and a solatium of the amount set beforehand for certain damages caused to the life, body or baggage of the traveler while he/she is participating in the Subscription Type Organized Tour, in accordance with the provision of the separate Rules of Special Compensation attached hereto, regardless of whether or not the Company is responsible for causing the said damages under the preceding Article, paragraph 1.

2. In cases where the Company is responsible under the provision of the preceding Article, paragraph 1 for damages caused as described in the preceding paragraph, the indemnity payable by the Company according to the preceding paragraph shall be, within the limit of the amount of damage compensation payable based on the said responsibility, considered as the compensation for the said damages.

3. In such cases as provided in the preceding paragraph, the Company's responsibility to pay the indemnity based on the preceding paragraph 1 of this Article shall be reduced by an amount equal to the damage compensation money payable by the Company, under the provision of the preceding Article, paragraph 1 (including the indemnity considered as the damage compensation money according to the provision of the preceding paragraph).

4. The Subscription Type Organized Tours which the Company implements by collecting a separate Tour Price from the traveler participating in the Company's Subscription Type Organized Tour shall be handled as part of the content of the principal Subscription Type Organized Tour Contract.

(Guarantee of Itinerary)

Article 29

In cases where a major alteration is made to the Contract Content described in the left column of Schedule II (except the alterations described in each of the following items (excluding alterations caused by the lack of seats/rooms in the transportation and accommodation facilities, etc. or other facilities, despite the fact that the said Tour Service is provided by the transportation and accommodation facilities, etc.)), the Company will pay an indemnity for such alterations which is equal to or in excess of the amount reached by multiplying the Tour Price by the percentage as specified in the right column of the said Schedule within 30 days from the immediately following the last day of the Tour, except in cases where it is clear that the Company will bear the responsibility under the provision of Article 27, paragraph 1 regarding the said alterations.

(1) Alterations due to the following causes:

- i . Acts of God;
- ii . Acts of war;
- iii . Civil commotion;
- iv . Orders from government and other public agencies;
- v . Suspension of Tour Services by transportation and accommodation facilities, etc.;
- vi . Offering a transportation service not included in the original travel plan; or
- vii . Measures required to ensure the safety of the life and body of the tour participants

(2) Alterations relating to the cancelled portion of the Subscription Type Organized Tour Contract its cancellation based on the provisions of Article 16 through Article 18.

2. The maximum amount of indemnity payable by the Company for such alterations per traveler for one Subscription Type Organized Tour shall be the amount reached by multiplying the Tour Price by the percentage set by the Company equal to or in excess of 15%. However, in cases where the amount of indemnity per traveler for one Subscription Type Organized Tour falls below 1,000 yen, the Company will not be obliged to pay the indemnity for the alteration.

3. In cases where it becomes clear that the Company is liable for the said alteration, based on the provision of Article 27, paragraph 1, after the Company has paid indemnity for the alteration in accordance with the provision of paragraph 1 of this Article, the traveler will be required to repay such indemnity paid for the said alteration. In such a case, the Company will pay the balance by offsetting the amount of compensation payable by the Company's based on the provision of the said paragraph by the amount of indemnity due to be repaid by the traveler.

(Responsibility of the Traveler)

Article 30

In cases where the Company has suffered damages due to the willful misconduct or negligence of a traveler, the said traveler shall be required to compensate the Company for the damages.

2. When the traveler executes the Subscription Type Organized Tour Contract, the traveler will be required to make efforts to understand the content of the said Subscription Type Organized Tour Contract, such as the rights and obligations of the traveler, etc., by utilizing information as provided by the Company.

3. In the unlikely event that the traveler realizes, after the start of the Tour, that the Tour Service being provided differs from that described in the Contract Document, the traveler shall promptly report such fact to the Company, the Company's Arrangements Agent, or the provider of the said Tour Service at the location, in order to smoothly receive the Tour Service as stated in the Contract Document.

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

(Business Guarantee Bonds)

Article 31

The Company is a Security Member of the All Nippon Travel Agents Association (ANTA) , a general incorporated association located at 4-2-19 Akasaka, Minato-ku, Tokyo, Akasaka Shasta East Building.

2. The traveler or the Constituent Member who has executed the Subscription Type Organized Tour Contract with the Company is entitled to be reimbursed from compensation business guarantee bonds as deposited by All Nippon Travel Agents Association (ANTA) as described in the preceding paragraph, up to the maximum amount of 11,000,000 yen in conjunction with claims as arising from the said transaction.

3. As the Company has paid the Company's share of the compensation business guarantee bonds to the All Nippon Travel Agents Association (ANTA) in accordance with the provision of Article 49, paragraph 1 of the Travel Agency Law, the Company has not deposited the business guarantee bonds based on Article 7, paragraph 1 of the Travel Agency Law.

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

1. Cancellation fees related to Domestic Trip

Classification	Cancellation Fee
(1) Subscription Type Organized Tour Contract excluding the following column (2)	
(i) In cases where the Contract is cancelled on or after the 20th day (the 10th day in the case of a day trip) from the day immediately preceding the starting day of the Tour (except in the following cases from (ii) through (v)).	Up to 20% of the Tour Price
(ii) In cases where the Contract is cancelled on or after the 7th day from the day immediately preceding the starting day of	Up to 30% of the Tour Price

the Tour (except in the following cases from (iii) through (v)).	
(iii) In cases where the Contract is cancelled on the day immediately before the starting day of the Tour.	Up to 40% of the Tour Price
(iv) In cases where the Contract is cancelled on the starting day of the Tour (except in the following case (v)).	Up to 50% of the Tour Price
(v) 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) Subscription Type Organized Tour Contract with the use of a chartered vessel	Based on the rules of the cancellation fee for the said vessel
<p>Remark:</p> <p>(1) The amount of the cancellation fee shall be specified in the Contract Document.</p> <p>(2) In applying this Schedule, "After the Start of the Tour" refers to after "The time when the traveler starts receiving the service" stipulated in Article 2, paragraph 3 of the Rules of Special Indemnity as attached hereto.</p>	

2. Cancellation Fee related to Overseas Trip

Classification	Cancellation Fee
(1) Subscription Type Organized Tour Contract with the use of an aircraft when leaving Japan or returning to Japan (excluding Tour Contracts specified in the following column (2).)	
(i) In cases where the starting day of the Tour falls within the Peak Season, and the Contract is cancelled on or after the 40th day from the day immediately preceding the starting day of the Tour (except in the following cases from (ii) through (iv)).	Up to 10% of the Tour Price
(ii) In cases where the Contract is cancelled on or after the 30th day from the day immediately preceding the starting day of the Tour (except in the following cases from (iii) through (iv)).	Up to 20% of the Tour Price
(iii) 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 (iv) below).	Up to 50% of the Tour Price
(iv) In cases where the Contract is	Up to 100% of the Tour Price

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

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

Alterations Requiring Payment of Indemnity	Percentage per Case (%)	
	Prior to the start of the Tour	After the start of the Tour

1. Alterations to the starting or final days of the Tour described in the Contract Document	1.5	3.0
2. Alterations of sightseeing locations or facilities (including restaurants) and other destinations of the Tour	1.0	2.0
3. Alterations to the class or facilities of transportation facilities to those of lower rates than those described in the Contract Document (but limited only to cases where the total charged amount for altering the said class and facilities falls below the total amount for that as specified in the Contract Document)	1.0	2.0
4. Alterations to the mode of transport, the class of the transportation facilities or in the names of companies as specified in the Contract Document	1.0	2.0
5. Alterations to different flights at the departure airport or destination airport in Japan from those as specified in the Contract Document	1.0	2.0
6. Alterations to connecting or indirect flights as needed to supplement/replace direct flights scheduled to fly between Japan and outside of Japan as specified in the Contract Document	1.0	2.0
7. Alterations of the type or name of accommodation facilities as specified in the Contract Document	1.0	2.0
8. Alterations to the conditions of guest rooms as specified in the Contract Document, such as the type of guest rooms, equipment, scenery, etc.	1.0	2.0
9. Alterations in the items as specified in the tour title of the Contract Document, among the alterations specified in each item listed from 1 through 8 above.	2.5	5.0

Notes:

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.
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.
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.

4. Alterations in the names of the companies operating transport facilities under (d) above will not be applicable in cases where such alterations involve changes to a higher class or more sophisticated facilities.
5. Even if the alterations described in 4, 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.
6. For changes mentioned in 9, the percentages in 1 through 8 will not apply, and the rate in 9 shall be applied.

Travel Terms and Conditions

1. Organized Package Tour Contract

(1) This tour is a domestic package tour planned, organized, and operated by Yamatobito Inc., Yamatobito Tours (hereinafter referred to as “the Company”). Customers participating in this tour shall enter into an Organized Package Tour Contract (hereinafter referred to as “the Travel Contract”) with the Company. The content and terms of the contract shall be governed by the conditions specified for each tour in the promotional materials (such as brochures), this Travel Terms and Conditions document, the Final Itinerary, and the Company’s General Terms and Conditions of Travel Agency Business (Organized Package Tour Section).

2. Application Method and Conclusion of Contract

(1) To apply for the tour, please complete the designated application form provided by the Company and submit it along with the application deposit or the full tour price per person, as stated below. The application deposit shall be considered as part of the total tour price, as well as any applicable cancellation or breach-of-contract fees. If the applicant withdraws the application before the Travel Contract is officially concluded (as stipulated in Item (3)), the full amount of the application deposit will be refunded.

(2) The Company may accept tour reservations by telephone, mail, fax, or other means. However, such a reservation does not constitute a formal contract. The applicant must submit the completed application form and the application deposit within three (3) days from the day following the Company’s notification of acceptance of the reservation. If the deposit is not submitted within this period, the reservation will be considered void.

Tour Price	Less than JPY 30,000	JPY 30,000 to less than JPY 60,000	JPY 60,000 to less than JPY 100,000	JPY 100,000 or more
Application Deposit	JPY 6,000	JPY 12,000	JPY 20,000	20% of the total tour price

(3) The Organized Package Tour Contract shall be deemed concluded when the Company has accepted the execution of the contract and has received either the application deposit or the full amount of the tour price.

(4) If a customer requires special arrangements to participate in the trip, please inform us at the time of application. We will accommodate such requests to the extent reasonably possible. Any additional costs incurred for special arrangements made for the customer shall be borne by the customer.

(5) Once the Travel Contract is concluded, the Company will promptly provide the customer with a written document (hereinafter referred to as the "Contract Document") outlining the tour itinerary, travel services, terms and conditions of the tour, and the Company's responsibilities.

(6) If certain elements, such as the finalized travel itinerary or the names of transportation or accommodation providers, cannot be included in the Contract, a document containing such finalized details (hereinafter referred to as the "Final Itinerary") shall be provided to the customer no later than the day before the commencement of the tour. However, if the Travel Contract is concluded on or after the date that falls seven (7) days prior to the tour start date, the Final Itinerary may be provided on the day of departure.

3. Application Requirements

(1) Participants under the age of 20 are required to submit written consent from a parent or legal guardian. Participants under the age of 15 or those who are junior high school students or younger must be accompanied by a guardian.

(2) For tours that specify particular participation requirements, the Company may refuse participation if the participant's age, qualifications, skills, or other conditions do not meet those designated by the Company.

(3) The Company may refuse participation if it is found that the customer is a member of an organized crime group, an affiliated individual, or any other antisocial force.

(4) The Company may refuse participation if the customer engages in violent or unreasonable demands, or uses threatening behavior or violence in connection with transactions with the Company.

(5) The Company may refuse participation if the customer spreads rumors, uses deception or intimidation to damage the reputation of the Company or interfere with its operations.

(6) Customers with health issues; those using wheelchairs or similar devices; those with physical or mental disabilities; those with food or animal allergies; those who are pregnant or may be pregnant; those accompanied by assistance dogs (including guide dogs, hearing dogs, and service dogs); or those otherwise requiring special attention must inform the Company of the need for such considerations at the time of application (or immediately after the condition arises if it occurs after the conclusion of the Travel Contract). Upon receiving such notice, the Company will provide guidance and the customer shall inform the Company in detail of any necessary measures during the trip.

(7) Upon receiving the notice as described in the preceding paragraph, the Company will respond to the extent reasonably and practically possible. In doing so, the Company may inquire about the customer's condition and the required measures, and may ask the customer to provide written notice regarding the same.

(8) For the purpose of ensuring the safe and smooth operation of the tour, the Company may require the accompaniment of a caregiver or attendant, the submission of a medical

certificate, or changes to part of the tour itinerary. If the Company is unable to arrange the requested special measures, it may refuse the application for the Travel Contract or cancel the existing Travel Contract. In principle, any additional expenses incurred for special arrangements made at the customer's request shall be borne by the customer.

(9) If the Company determines that the customer has developed a condition during the trip that requires medical diagnosis or treatment due to illness, injury, or other reasons, the Company may take necessary actions to ensure the smooth conduct of the tour. All costs incurred in connection with such actions shall be borne by the customer.

(10) The Company may refuse participation if it determines that the customer may cause trouble to other participants or hinder the smooth execution of group activities.

(11) The company may also refuse the application if there are operational reasons or other business-related circumstances.

4. Payment of Tour Price

(1) The balance of the tour price must be paid no later than the 14th day prior to the day preceding the tour commencement date. However, in the case of applications made on or after the 14th day prior to the day preceding the tour commencement date, payment must be made at the time of application or by the date designated by the Company prior to the tour commencement date.

5. Application of Tour Price

(1) Where a child fare is available and unless otherwise stated, persons aged 12 years or older as of the tour commencement date shall be charged the adult fare, and persons aged 6 years or older (or 3 years or older in the case of tours involving air travel) but under 12 years of age shall be charged the child fare.

(2) The tour price is indicated individually for each tour. Please confirm the applicable price based on the departure date and number of participants.

6. Included in the Tour Price

(1) The tour price includes transportation fares and charges as specified in the itinerary (economy class unless otherwise noted), accommodation charges, meal charges, sightseeing fees (including admission fees, entry fees, guide fees, etc.), travel handling charges, and taxes including consumption tax.

(2) For tours accompanied by a tour conductor, the price also includes the tour conductor's expenses and gratuities necessary for group travel. The aforementioned expenses will not

be refunded even if the customer does not use part of the services due to personal circumstances.

7. Not Included in the Tour Price

(1) Items not listed in Article 6 are not included in the tour price. Some examples are listed below.

a. Transportation and other expenses incurred in sections of the itinerary marked as “free time,” “free activity,” “on your own,” or “at customer’s expense.”

b. Excess baggage charges (for weight, size, or number of items exceeding the prescribed limit).

c. Personal expenses such as laundry, telegrams, telephone charges, additional meals and drinks, and accompanying taxes and service charges.

d. Transportation and accommodation expenses between the customer’s home and the departure/disbandment point.

e. Additional charges incurred when a customer uses a single room.

f. Charges for optional plans available only to those who wish to participate (e.g., optional excursions or meals requiring separate payment).

g. Other additional expenses not included in the itinerary and incurred at the customer's own request (e.g., entrance fees, meals, transportation).

8. Changes to Tour Content

(1) The Company may make changes to the itinerary, the details of the travel services, or other contents of the Organized Package Tour Contract (hereinafter referred to as the “Contract Content”) when it is unavoidable in order to ensure the safe and smooth operation of the tour, in the event of natural disasters, wars, civil unrest, suspension of travel services by transportation or accommodation providers, orders issued by government authorities, provision of transportation services not based on the original operation plan, or other causes beyond the Company's control. In such cases, the Company shall explain to the customer, in advance and without delay, the reason why the event is beyond its control and the causal relationship with the necessity for the change. However, if the change must be made urgently and unavoidably, the explanation may be provided after the change has been made.

9. Changes to Tour Price

(1) In cases where the applicable fares and charges of the transportation services used are revised significantly beyond what would normally be expected due to substantial changes in economic conditions, the Company may change the tour price within the scope of the change. In such cases, the Company shall notify the customer no later than the 15th day prior to the day preceding the tour commencement date.

(2) If changes are made to the tour content for reasons stipulated in Article 8 (excluding cases where transportation or accommodation services are available but there is a shortage of seats, rooms, or other facilities), and such changes cause an increase or decrease in the cost required to conduct the tour, the Company may change the tour price within the scope of the difference. However, any cancellation fees, penalties, or other expenses already paid or to be paid for services that were not provided due to the changes shall be borne by the customer.

(3) If the tour price is subject to change based on the number of participants using transportation or accommodation facilities, and such conditions are stipulated in the Contract Document, the Company may revise the tour price in accordance with those conditions if the number of participants changes after the conclusion of the organized tour contract due to reasons not attributable to the Company.

10. Substitution of Participant

(1) The customer may, with the Company's consent, transfer their contractual status to a third party. In such case, the customer shall complete the required Company-designated form and submit it to the Company together with a handling fee of 1,100 yen per person. (If airline tickets or similar documents have already been issued, the Company may separately charge any costs incurred for reissuance.)

11. Cancellation of Travel Contract by the Customer

<Before Commencement of the Tour>

(1) The customer may terminate the travel contract at any time by paying the cancellation charges specified in the table below. The term "cancellation date" in the table refers to the date and time when the customer notifies the Company of their intention to cancel the contract during the Company's business hours on a business day.

Cancellation Date (Counting back from the day before tour commencement)	Cancellation Fee
On or before the 21st day (11th day for day trips)	No charge

From the 20th day onward (10th day for day trips)	20% of the tour price
From the 7th day onward	30% of the tour price
The day before tour commencement	40% of the tour price
On the day of tour commencement	50% of the tour price
After the tour has commenced, or no-show without notice	100% of the tour price

(2) The customer may terminate the travel contract without paying cancellation charges in the following cases:

- a. When the contents of the contract are changed. However, this applies only if the changes are material as defined in Article 18 or otherwise deemed significant.
- b. When the tour price is increased in accordance with Article 9.
- c. When it becomes impossible, or there is a high likelihood of it becoming impossible, to conduct the tour safely and smoothly due to natural disasters, war, civil unrest, suspension of services by transport or accommodation facilities, government orders, or other circumstances beyond the Company's control.
- d. When the Company fails to deliver the finalized travel itinerary by the date specified in Article 2.
- e. When the tour cannot be conducted in accordance with the itinerary specified in the contract due to reasons attributable to the Company.

(3) If the travel contract is terminated in accordance with this Article, the Company will refund the tour price (or the application deposit) after deducting the applicable cancellation charges. If the cancellation charge exceeds the amount already paid, the customer shall pay the difference. If the contract is terminated for reasons listed in paragraph (2), the Company will refund the full amount of the tour price (or the application deposit) already received.

(4) If the customer requests to change the tour start date or itinerary for personal reasons, it will be treated as a cancellation of the original travel contract and the submission of a new travel contract application. In such case, the cancellation charge will be applied based on the date of termination as per paragraph (1) of this Article.

<After Commencement of the Tour>

(1) If the customer leaves the tour group midway for personal reasons, it will be deemed a waiver of their rights, and no refund will be made.

(2) If the customer is unable to receive the travel services as per the finalized itinerary for reasons not attributable to the customer, they may terminate the part of the contract related to the unavailable travel services. In such cases, the Company will refund the portion of the tour price corresponding to the services that were not provided.

12. Cancellation of Travel Contract and Tour Termination by the Company

<Before Commencement of the Tour>

(1) The Company may terminate the group-organized travel contract before the start of the tour, after providing an explanation to the customer, in the following cases:

a. It becomes evident that the customer does not meet the conditions for participation—such as gender, age, qualifications, or skills—as clearly specified in advance by the Company.

b. The Company determines that the customer is unable to withstand the physical or mental demands of the tour due to illness or other reasons.

c. The Company determines that the customer may cause inconvenience to other participants or hinder the smooth operation of the group tour.

d. The customer makes unreasonable demands beyond the scope of the agreed contract.

e. The number of participants does not reach the minimum required number stated in the contract documents. In such cases, the Company will notify the customer of the cancellation no later than the 13th day (or 3rd day for day trips) before the tour start date.

f. In the case of tours dependent on specific conditions, such as adequate snowfall for ski tours, where it becomes highly likely that these conditions—clearly indicated at the time of contract—will not be met.

g. Due to natural disasters, war, civil unrest, suspension of services by transportation or accommodation providers, government orders, or other circumstances beyond the Company's control, it becomes impossible or highly likely to become impossible to safely and smoothly operate the tour as outlined in the contract.

(2) If the customer fails to pay the tour price by the deadline set by the Company, the Company may terminate the contract the following day. In this case, the customer must pay a penalty equivalent to the cancellation fee that applies on the date of termination, as specified in Article 11(1).

<After Commencement of the Tour>

(1) The Company may partially terminate the travel contract even after the tour has commenced under the following circumstances:

- a. The customer is deemed unable to continue the tour due to illness, the absence of necessary assistance, or other reasons.
- b. The customer fails to follow instructions from the tour conductor or other personnel required for the safe and smooth operation of the tour, or disrupts group discipline through acts of violence or threats toward such personnel or other participants.
- c. Due to natural disasters, war, civil unrest, suspension of services by transport or accommodation providers, government orders, or other uncontrollable factors, it becomes impossible to continue the tour.

(2) Even in the cases where the contract is partially terminated under paragraph (1), services already provided to the customer shall be deemed to have been duly fulfilled. The Company will refund to the customer the portion of the tour price corresponding to services not yet provided, after deducting cancellation fees, penalties, and other expenses already paid or to be paid by the Company to relevant service providers.

(3) If the Company terminates the travel contract under item (1) a. or c., it will arrange for necessary return travel to the departure point at the customer's request and expense.

(4) The contract may also be terminated if any conditions specified in Article 3, paragraphs (3) through (5), are found to apply.

13. Refund of Tour Price

(1) In the event that the tour price is reduced pursuant to the provisions of Article 9, or the travel contract is terminated pursuant to the provisions of Articles 11 or 12, and a refund is due to the customer, the Company shall refund the applicable amount as follows: in the case of termination before the commencement of the tour, within seven (7) days from the day following the date of termination; and in the case of a reduction in the tour price or termination after the commencement of the tour, within thirty (30) days from the day following the scheduled tour completion date as specified in the Contract Document.

14. Tour Conductors, Guides, or Assistants

(1) For tours marked with "accompanied by tour conductor," a tour conductor will accompany the group.

a. Customers are required to follow the instructions of the tour conductor to ensure the smooth operation of the tour.

b. The standard working hours for the tour conductor are from 8:00 AM to 8:00 PM.

c. For certain tours, a tour conductor may accompany the tour from the time of arrival at the destination until departure from the destination. In such cases, the tour conductor will not accompany the customer from the meeting point to the destination or from the destination to the dismissal point. Therefore, the customer shall be responsible for completing the necessary procedures to receive travel services during those segments. (For some tours, staff may assist with reception and provide guidance at the time of departure.)

(2) For tours marked as "individual travel," no tour conductor will accompany the group. Necessary travel documents such as coupons will be provided, and customers are responsible for arranging the use of travel services on their own.

15. Liability of the Company to the Customer

(1) In the performance of the travel contract, the Company shall compensate the Customer for any damage caused by the Company's willful misconduct or negligence. However, this shall apply only if the Company is notified of the damage within two years from the day following the date on which the damage occurred.

(2) The Company shall not be liable for damages incurred by the Customer due to the following causes, unless such damages were caused by the willful misconduct or gross negligence of the Company:

a. Natural disasters, war, civil unrest, or changes or cancellation of the travel itinerary due to such events

b. Accidents or fires involving transportation or accommodation facilities, or changes or cancellation of the travel itinerary due to such events

c. Orders from public authorities resulting in changes or cancellation of the travel itinerary

d. Accidents occurring during periods of free activity

e. Food poisoning

f. Theft

g. Delays or service suspensions of transportation facilities, or changes to the travel itinerary or reductions in the time spent at destinations due to such events

(3) Compensation for damage to baggage shall be provided only if the Company is notified within fourteen (14) days from the day following the date on which the damage occurred. The maximum amount of compensation shall be 150,000 yen per person, except in cases where the damage was caused by the willful misconduct or gross negligence of the Company.

(4) If during the trip the Customer requires medical examination or treatment due to illness, injury, or other reasons, and the Company deems it necessary to take appropriate

measures, the Company may take such measures. All costs incurred in connection with such measures shall be borne by the Customer.

16. Responsibilities of the Customer

(1) If the Company suffers damage due to the willful misconduct or negligence of the Customer, the Customer shall compensate the Company for such damages.

(2) If, after the commencement of the tour, the customer becomes aware that the travel services being provided differ from those described in the Contract Document, and such discrepancy may hinder the smooth receipt of the services, the customer shall promptly notify the Company or the relevant service provider at the destination.

17. Special Compensation

(1) Regardless of whether or not the Company bears any liability, the Company shall pay predetermined compensation and condolence money for certain damages incurred by the customer to their life, body, or baggage as a result of sudden and accidental external incidents, in accordance with the provisions of the Special Compensation Rules set forth in the Standard General Conditions of Travel Agency Business for Organized Tours.

(2) In the event that the Company is obligated to pay both compensation under subparagraph (1) above and damages under Article 15, and one of these obligations has been fulfilled, such fulfillment shall be deemed as performance of both obligations up to the amount paid.

18. Itinerary Guarantee

(1) In the event of any significant change in the travel contract details listed in the left column of the table below, the Company shall pay a change compensation amount calculated by multiplying the tour price by the percentage indicated in the right column of the same table, within thirty (30) days from the day following the tour completion date. However, changes in the time or order of service provision shall not be subject to compensation. This shall not apply where it is evident that the Company is liable under Article 15, Paragraph (1).

a. Changes arising from the following causes:

- (i) Natural disasters
- (ii) War
- (iii) Civil unrest
- (iv) Orders from public authorities
- (v) Suspension of services by transport or accommodation providers
- (vi) Provision of transportation services not based on the original operation plan
- (vii) Necessary measures to ensure the safety of life or body of tour participants

b. Changes resulting from cancellation of part of the tour contract in accordance with Articles 11 and 12

(2) The amount of change compensation payable by the Company shall be limited to an amount not exceeding 15% of the tour price per customer for each tour. No compensation shall be paid if the total amount payable per person per contract is less than 1,000 yen.

(3) With the consent of the Customer, the Company may substitute the payment of Change Compensation Fees with goods or travel services of equivalent or greater value.

(4) If, after the payment of Change Compensation Fees under this article, the Company is found to be liable for damages under Article 15 in relation to the same change, the Customer shall return the previously paid Change Compensation Fees. In such cases, the Company shall offset the amount of damages payable under Article 15 against the returned Change Compensation Fees and pay the remaining balance.

Change Compensation

Changes Subject to Change Compensation and Applicable Rates	Rate per Change (%)	
	Before commencement	After commencement
1. Change in the departure date or termination date of the tour as stated in the Contract Document	1.5	3.0
2. Change in tourist attractions or facilities (including restaurants), or other tour destinations stated in the Contract Document	1.0	2.0
3. Change to a lower class or facility of the transport service stated in the Contract Document (applicable only when the total amount after change is lower than originally stated)	1.0	2.0
4. Change in the type or name of the transport service provider as stated in the Contract Document	1.0	2.0
5. Change to a different flight at the departure or return airport within Japan as stated in the Contract Document	1.0	2.0

6. Change from a direct flight between Japan and a foreign country to a connecting or stopover flight as stated in the Contract Document	1.0	2.0
7. Change in the type or name of the accommodation as stated in the Contract Document	1.0	2.0
8. Change in the room type, facilities, view, or other room conditions of the accommodation as stated in the Contract Document	1.0	2.0
9. Changes to any of the items listed above that are stated in the tour title of the Contract Document	2.5	5.0

Notes:

#1. "Before commencement" refers to cases where the change is notified to the traveler by the day preceding the departure date. "After commencement" refers to cases where the change is notified to the traveler on or after the day of departure.

#2. In cases where the Final Document has been issued, references to the "Contract Document" shall be read as referring to the "Final Document," and this table shall be applied accordingly. In such cases, if any change occurs between the contents of the Contract Document and those of the Final Document, or between the contents of the Final Document and the actual travel services provided, each such change shall be treated as a single instance.

#3. For changes listed in items 3 and 4 involving transport services that include accommodation facilities, each night's stay shall be treated as one compensable case.

#4. Changes under item 4 concerning the name of the transport company shall not be subject to compensation if the change involves an upgrade in class or facility.

#5. Even if multiple changes listed under item 4, 7, or 8 occur within one transport or accommodation instance (i.e., one ride or one night), they shall be treated as one compensable case per transport or per night.

#6. For changes listed under item 9, the rates specified in items 1 through 8 shall not apply; only the rate under item 9 shall apply.

19. Customers Requiring Special Consideration

(1) Please be sure to review Items (2) and (6) through (9) of Section 3.

20. Terms and Conditions of the Organized Tour Contract

Matters not stipulated in these Terms and Conditions shall be governed by the Company's General Terms and Conditions of Travel Agency Business (Section on Organized Tour Contracts).

If you wish to receive a copy of the Company's General Terms and Conditions of Travel Agency Business, please request it from the Company. The Terms and Conditions are also available on the Company's website: <http://www.yamatobito.net>

21. Reference Date

(1) The reference date for these travel conditions is June 1, 2016. The reference date for the tour price shall be the date specified in the brochure or other relevant materials.

[Handling of Personal Information]

(1) The personal information provided by customers at the time of travel application shall be used within the necessary scope for contacting the customer, making arrangements with transportation and accommodation providers, and for receiving those services.

(2) The Company may also use customers' personal information for the following purposes:

- ① Providing information on products, services, etc. handled by the Company
- ② Requesting opinions, feedback, or participation in surveys
- ③ Preparation of statistical materials.