

## **Terms and Conditions of Arranged Travel**

(The statement explaining trade conditions stipulated in Article 12(4) of Travel Agency Law)(The Contract document stipulated in Article 12(5) of Travel Agency Law) This will be part of the contract document when the travel contract is concluded.

### **1, Arranged Travel Contract**

Under "Arranged Travel Contract" (hereinafter referred to as "the Contract"), Markone Style Inc. (hereinafter referred to as "Markone") assumes, on consignment of the customer, by acting as proxy, intermediary, agency, or on behalf of the customer arrangements in order to enable the customer to be provided transportation, accommodation, and other travel-related service. (hereinafter referred to as "the Travel Service" offered by carriers, hotels, and other service providers).

### **2, Travel Fares**

(1) Travel Fares include airfare, accommodation fee and other expenses paid by Markone to carriers, hotels and other service providers in order to arrange the travel service, plus Markone prescribed fee (excluding charges for changes or cancellations.)

(2) Once Markone has completed arrangements for the Travel Services as per its bona fide managerial duties, Markone's obligations under the Travel Contract shall have been duly fulfilled. Accordingly, even if Markone has not obtained a written travel-service supply contract from any of the carriers, hotels, and other service providers, once H.I.S. has fulfilled its duties in good faith, H.I.S. shall be entitled to be paid by the customer Markone prescribed Travel Fee (hereinafter referred to as "handling fee").

(3) Expenses related to eating and drinking and admission fees during free time, which are not listed in the itinerary, are not included in the travel price. Those cost should be paid by the customer on the spots.

### **3, Application for a Contract**

(1) The customer is requested to fill out the application form prescribed by Markone with a deposit.

(2) The deposit in (1) will be treated as part of the travel cost, cancellation charges and other fees paid by the customer to Markone.

### **4, Refusal to Conclude a Contract**

We may not accept a contract in the following cases,

(1) Due to business related reason.

(2) In the case of a communication contract, when a part or all of the travel fares is not settled by the due date because the credit card is invalid in accordance with the card membership agreement.

(3) When the customer may cause trouble to other customers or hinder the smooth implementation of group activities.

(4) If a customer is recognized as being an organized crime group member, an associate member of an

organized crime group, related party of organized crime group, organized crime group-related company, or corporate racketeer, etc., or any other anti-social force, etc.

## **5, Conclusion of Contract**

(1) The Travel Contract shall become effective when Markone agrees to sign the contract and receives the deposit from the customer.

(2) The Travel Contract shall become effective when Markone agrees to sign the contract without receiving the deposit from the customer.

(3) Notwithstanding the provisions of (1), in the case of a communication contract, the contract is concluded when the notice that Markone conclude the contract with the customer reach to him/ her.

(4) Notwithstanding the provisions of (1), Markone may accept oral applications of the transportation or accommodation service only, and issue the document indicating the service shall be provided in exchange the cost . In this case, the contract shall be concluded when Markone accepts the conclusion of the contract.

## **6, Contract document**

When a travel contract with a customer is concluded, Markone will deliver to the customer a contract document that describes the travel schedule, the content of the travel service and other travel conditions, and matters related to our responsibility. However, we may not issue a contract document when we issue a document indicating the right to receive tickets, accommodation vouchers and other travel services for all travel services.

## **7, The Way of Using Information and Communication Technology**

(1) With an advance consent of the customer, Markone confirms that the information is recorded on the file in the communication device used by the customer, which is the document of the travel schedule, the content of the travel service and the fare, 'matters to be stated' and provided by using information and communication technology, instead of issuing a document or contract document that describes the travel conditions and matters related to our responsibility (hereinafter referred to as "matters to be stated" in this

(2) In the case of the preceding paragraph, if the communication device used by the customer has no file to record, Markone record the items in the file in the communication device (only used to the customer) and confirm that he or she has read the items.

## **8, Changes in the Content of the Travel Contract**

(1) When the customer requests us to change the travel schedule, travel service details or other contract details, Markone will respond to the customer's request as much as possible.

(2) If the content of the Travel Contract is changed at the customer's request, the customer is responsible for paying any cancellation charges, penalties, or other expenses that may arise because of changes in the completed arrangements with the carriers and hotels.

(3) In addition to the costs and expenses required for the said changes, the customer is requested to pay Markone-prescribed alteration fees in compensation for Markone repeating the tasks of making arrangements.

### **9, Cancellation of the Travel Contract**

(1) The customer may cancel part of or the whole of the Travel Contract at any time. In this case, the customer shall pay costs for travel services already provided to the customer as well as costs that have been already paid or will be paid to transportation or accommodation facilities, or other service providers as cancellation charges or penalty charges for travel services yet to be provided to the customer, and Markone-prescribed cancellation fee.

(2) If arrangement of the travel services becomes impossible due to reasons attributable to Markone, the customer may terminate the Travel Contract. In such instance,

(3) If the contract is canceled after the start of the trip due to (2), Markone shall refund any paid travel fare minus the costs for travel services already provided to the customer that have been paid or will be paid to transportation or accommodation facilities, or other service providers.

### **10, Cancellation of Contract by Markone**

(1) Markone may cancel the contract if the customer does not pay the travel fee by the specified date.

(2) When the contract is canceled due to the previous item, the customer must pay the fee of the previous paragraph (1) to Markone.

### **11, Alteration of Travel Fares**

(1) Prior to departure Markone may alter the original travel fare because of unforeseen changes in airfares, lodging expenses, and other costs made by carriers and hotels, fluctuations in exchange rates, and/or other developments.

### **12, Settlement of Travel Fare**

(1) If the amount of money actually expended on arranging the Travel Service differs from the earlier travel fare collected from the customer, Markone will adjust the travel fare as soon as possible

(2) When the settlement travel price exceeds the amount already received as the travel fares, the customer must pay the difference to the Markone

(3) If the travel fares are less than the amount already received, Markone will refund the difference to the customer.

### **13, Arrangement for Group Customers**

If two or more travelers who will travel on the same itinerary and for the same period appoint a representative responsible for the group (hereinafter referred to as "the Person Responsible for

Contracting”) and book an arranged travel, the provisions stipulated in this section shall apply to the Travel Contract concluded between the group and Markone. The contract the customer applies for will be handled as follows.

(1) Markone deems that the Person Responsible for Contracting has full power of attorney to conclude the agency-arranged Travel Contract on behalf of the travelers who constitute the group (hereinafter referred to as “the Members”), and as such Markone makes deals on the travel business for the group with the said person. If the Person Responsible for Contracting does not accompany the trip, the lead customer appointed by the Person Responsible for Contracting will be considered as the contract manager after the start of the trip.

(2) Markone may receive an application for a contract without a deposit. In this case, the time when the contract is concluded will be stated in the contract document delivered to the Person Responsible for Contracting.

(3) Markone shall not be liable for any obligations or obligations that the Person Responsible for Contracting has or may have in the future.

(4) When the contract is concluded, the Person Responsible for Contracting must notify the number of the Members or submit the list to Markon by the date specified by the company.

(5) Markone will respond to requests from the contract manager to change the Members as much as possible. Any increase or decrease in travel expenses caused by the change shall belong to the Members.

(6) Markone may provide a tour guide service upon the request from the Person Responsible for Contracting with a Markone prescribed fee. As a general rule, the tour guide service shall be the work necessary to carry out group/ group activities according to the predetermined travel schedule. In addition, the tour guide business hours are, in principle, from 8:00 to 20:00.

#### **14, Liability of Markone**

(1) If Markone or a person who carries out all or part of the arrangements for Markone (hereinafter referred to as “the Agent”) causes the customer to incur losses through accident, error, or omission in implementing the Travel Contract, Markone shall reimburse the customer for such losses, provided Markone is liable for such losses. (If only the customer files a complaint with H.I.S. from a day after and within two years of incurring such losses)

(2) In principle, we are not responsible for the following cases. Natural disasters, wars, riots, accidents or fires in transportation / accommodation facilities, delays in transportation facilities, interruptions, or changes in travel schedules or cancellations caused by orders from public offices, isolation due to infectious diseases, free action When suffering damage due to reasons beyond our control, such as accidents, food poisoning, theft, etc.

(3) For damage to baggage, Markone shall pay a Maximum of 150,000 yen per person (that limit shall not apply in the cases where such damage is caused by serious fault, error, or omission attributed to Markone), provided the customer files a complaint with Markone within 14 days in the case of a travel after occurrence

of such damage.

### **15, Obligations of the Customer**

(1) If Markone incurs any loss as a result of the customer's negligence, error, act in violation of laws and regulations or public moral and ethics, or non-observance of the provisions of the Markone Stipulations by the customer, Markone will seek compensation from the customer for such loss.

(2) Upon concluding the Travel Contract with Markone, the customer is obligated to make his/her best efforts to utilize the information provided by Markone and be aware of his/her rights and obligations as well as other content of the Travel Contract.

(3) In order to smoothly receive the travel service stated in the contract document after the start of the trip, if the customer recognizes that a travel service different from the contract document has been provided, the customer should notify the fact to Markone or the service provider promptly.

### **16, Handling of Personal Information**

Markone will use the personal information stated or entered on the application form submitted by the customer when making an application for travel within the scope necessary for communications with the customer, and arrangements to receive travel services provided by transportation and accommodation facilities (primary transportation and accommodation facilities are stated in the contract document) in travel applied for by the customer. In addition, Markone may use the personal information

(1) to create products, services and campaigns of Markone and the affiliated companies, (2) to collect comments after participating in the trip, (3) to requests for questionnaires, (4) for provision of privilege services and (5) statistics.

### **17, Compliant with Contract**

Matters not stated in this travel condition manual are subject to the provisions of our Travel Industry Agreement (Arranged Travel Contract section).

### **18, Base Date for Terms and Conditions of Arranged Travel**

This Terms and Conditions of Arranged Travel is based on the fares and charges as of July 1st, in the year of 2020.

---

\*Different from Package Tour or Order-Taking Type Customized Tour, special compensation provisions do not apply to arranged travel contracts. A large amount of medical expenses and/or transportation costs may be charged in the case of sickness or injury while traveling. Also, in the case of an accident, it may be very difficult to claim damages from the perpetrator and collect the compensation. To ensure these, Markone recommend that you purchase a sufficient amount of travel insurance yourself. \*If you have any

questions about this trip, please ask the following travel service supervisor

---

Markone Style Inc.

Tourism industry Hokkaido governor registration travel industry No. 3-701

Contact Person: Hijiri KOBAYASHI (Domestic Travel Service Supervisor)

Office: 640-89 Kawashimo Shiroishi-ku Sapporo, Hokkaido, 003-0869 JAPAN

Phone: 81(0)11 875 1122

Fax: 81(0)11 351 2711