

## Statement of Travel Terms and Conditions (for Agent-Organized Domestic Tours Within Japan)

(This Statement of Terms and Conditions constitutes the written statement of transaction terms and conditions provided for under Article 12-4 of Japan's Travel Agency Act and constitutes part of the contract documents provided under Article 12-5 of said Act.)

### Article 1. Agreement regarding Participation in Agent-Organized Tour

(1) This tour is organized and implemented by Markone Style Inc. (hereinafter referred to as "the Company") as identified in the pertinent web information or brochure. The Customer is entering into an agreement with the Company regarding participation in an agent-organized tour (hereinafter referred to as the "Tour Participation Agreement").

(2) The Company agrees to undertake the arrangements and to provide the necessary itinerary management services in order to ensure that the Customer is able to receive the transportation, accommodations and other travel-related services to be provided by the relevant providers in accordance with the travel itinerary prepared by the Company (hereinafter referred to as the "Travel Services").

(3) The terms and conditions applicable to the Tour Participation Agreement are those set forth in the pertinent web information and brochure, this Statement of Travel Terms and Conditions, the written confirmation referred to as the Final Travel Itinerary which is to be furnished to the Customer prior to departure (hereinafter referred to as the "Final Travel 〇用 3300106(2018.9) Itinerary") and the provisions contained in the Company's General Terms and Conditions regarding Agent-Organized Tour Participation Agreements (hereinafter referred to as the "Company's General Terms and Conditions").

### Article 2. Tour Participation Requests and Formation of Binding Agreement

(1) Customers interested in signing up for the tour should submit the required information to the Company along with a deposit in the amount indicated in the pertinent web information or brochure. For operational reasons, the Customer may be required to furnish the required information using a prescribed form or screen. The deposit shall be applied towards payment for travel. The Tour Participation Agreement between the Customer and the Company shall become legally binding upon agreement by the Company or its Sales Location to enter into the Tour Participation Agreement with the Customer and receipt of the deposit.

(2) □ The Company may accept tour reservation requests by telephone, mail, facsimile or other electronic means. In such case, the Tour Participation Agreement shall not become legally binding at the time that said reservation request is received. Rather, the Customer shall be required to confirm the details of said reservation request and to remit payment of the deposit within three days from the day following the date on which the Company furnishes notice of acceptance of the Customer's reservation request. If payment of the deposit is not received by the deadline stated above, the Company shall treat said reservation request as null and void.

(3) If the Company receive a tour reservation request from an Authorized Contracting Party acting on behalf of travelers who will constitute a group or party, the Company shall deem said Authorized Contracting Party to possess full powers of agency to act on behalf of said group or party in connection with all contractual matters, including but not limited to the execution and termination of agreements.

(4) The Authorized Contracting Party shall be required to submit a list of the members of the group or party to the Company or its Sales Location by the deadline specified by the Company or its Sales Location. The Authorized Contracting Party shall be responsible for obtaining consent from all members of the group or party with respect to the furnishing of personal information to third-parties in accordance with Article 26 below.

(5) If the Authorized Contracting Party will not be traveling with the group, the member of the group preselected by said Authorized Contracting Party shall be deemed by the Company to be serving as the Authorized Contracting Party subsequent to the commencement of the tour.

(6) Neither the Company shall assume any responsibility whatsoever with regard to any obligations or duties currently owed or anticipated to be owed at any future time by the Authorized Contracting Party to any members of the group or party.

### Article 3. Terms and Conditions regarding Tour Participation

(1) The Company may accept tour reservation requests for 2 or more participants, however except for a day tour.

(2) Written parental consent shall be required for all travelers under the age of eighteen. Travelers less than fifteen years of age must be accompanied by a parent or guardian

(3) If any special requirements have been established by the Company regarding participation in the tour, the Company reserves the right to refuse participation to any individual who fails to satisfy any such requirements, including but not limited to participant gender, age, qualifications and/or skills.

(4) Individuals with health conditions, individuals requiring the use of a wheelchair or other assistive device, individuals with any physical and/or mental disabilities, individuals with any food and/or animal allergies, individuals who are pregnant or may be expecting, individuals requiring the assistance of a service dog (seeing-eye dog, hearing dog, etc.) or otherwise requiring any special accommodations should inform the Company or its Sales Location of their needs when submitting the tour participation request. (In addition, please immediately advise the Company or its Sales Location in the event that the need for any such special accommodation arises subsequent to the execution of the Tour Participation Agreement.) In order to enable us to better serve you, please provide a specific description of the accommodations that will be required during travel.

To the extent reasonably possible, the Company shall accommodate requests received pursuant. In order to better serve you, the Company or its Sales Location may ask to be furnished with additional information either orally or in writing regarding the traveler's condition and any required accommodations.

In order to ensure the safe and expeditious implementation of the tour, the Company reserves the right to condition the Customer's participation upon the accompaniment of a

helper or companion, the submittal of a physician's note and/or a partial modification to the tour itinerary. In addition, the Company reserves the right to refuse to accommodate any tour participation request and/or to terminate any Tour Participation Agreement in the event that the Company is unable to arrange for any accommodations required by the Customer. As a general rule, the Customer shall be responsible for any expenses required in connection with any special accommodations arranged by the Company for the Customer pursuant to any request for accommodations received from the Customer.

(5) If the Company determines that a Customer requires a diagnosis or treatment by a physician during travel for any reason, including but not limited to illness or injury, the Company shall take the measures necessary in order to ensure the expeditious implementation of the tour. The Customer shall be responsible for any costs associated with any such measures

(6) As a general rule, independent activity by the Customer for personal reasons is not permitted. Depending on the tour, the Company may agree to permit independent activity under conditions to be separately established.

(7) If Customer does not show up at meeting time at meeting location without any notice, the Company may take required actions to search the Customer. The Customer shall be responsible for any expenses required in connection with the search.

(8) The Company reserves the right to refuse participation to any Customer that the Company determines may be disruptive to other customers or may interfere with the expeditious implementation of group activity.

(9) The Company reserves the right to refuse participation to any individual that falls within any of following cases ①~③.

① Any Customer who is determined to be a member of an organized crime group, affiliated with an organized crime group or otherwise associated with any criminal or corruptive element.

② Any Customer who makes any violent or improper request towards the Company or employs any threatening behavior or violence in connection with the transaction.

③ Any Customer who takes any action which serves to defame the Company or its Sales Location or to obstruct the operations thereof through the dissemination of false information or the use of fraud or force.

(10) The Company additionally reserves the right to refuse any tour participation requests for operational reasons.

#### Article 4. Delivery of Contract Documents and Final Travel Itinerary

(1) Upon formation of a legally binding Tour Participation Agreement, the Company or its Sales Location shall promptly furnish the Customer with a travel itinerary as well as contract documents describing the travel services to be provided, other terms and conditions of travel and information concerning the responsibilities of the Company. The contract documents shall consist of the pertinent tour website and/or brochure, this Statement of Travel Terms and Conditions and other relevant documents.

(2) As a supplement to the contract documents described in Paragraph 4(1) above, the Company shall furnish the Customer with a Final Travel Itinerary no later than the day prior to the commencement of the tour containing final information regarding the time/location of tour convocation as well as the names of the travel service providers (transportation, lodging, etc.) to be used. Notwithstanding the foregoing, if a request for tour participation is received from the Customer seven (7) days or less prior to the day preceding the tour commencement date, the Final Travel Itinerary may be furnished to the Customer on the tour commencement date

#### Article 5. Payment for the Tour

Payment for the tour must be made by the thirteenth (21st) day prior to the day preceding the tour commencement date. Customers submitting tour participation requests subsequent to the thirteenth (21st) day prior to the day preceding the tour commencement date must pay for the tour prior to the tour commencement date and in no case later than the deadline for payment specified by the Company.

#### Article 6. Tour Pricing

(1) Unless otherwise specifically noted, adult rates shall apply to travelers twelve (12) years of age or older and child rates shall apply to travelers between the ages of six and eleven (or between the ages of three and eleven for tours involving air travel).

(2) Tour pricing is indicated separately based on tour features. Please confirm applicable pricing based on departure date and number of participants.

#### Article 7. Tour Price

The Tour Price (or base tour price) shall be computed based on price information indicated in the pertinent tour advertisement, website or brochure increased by any applicable "Additional Charges" and decreased by any applicable "Discounts". The "cancellation fees" described in Paragraph (1) of Article 13 below and "Modification Indemnification" shall be computed based on the Tour Price.

#### Article 8. What is Included in the Tour Price

(1) Fares and fees charged by any transportation carriers (economy class unless otherwise noted), the cost of accommodations, the cost of meals, admission fees and the like as well as sales and other taxes as explicitly stated in the travel itinerary. (2) Tour conductor expenses in the case of tours accompanied by a tour conductor as well as gratuities required in connection with group activity. (3) Other items indicated as included in the pertinent web information or brochure.

•As a general rule, costs associated with the items described above are not refundable in the event that the Customer does not avail himself/herself of certain services for personal reasons.

#### Article 9. What is Not Included in the Tour Price

Items not described in Paragraphs (1) through (3) of the preceding Article 8 are not included in the Tour Price. A partial enumeration of such items is provided below for illustrative purposes:

- (1) Excess Baggage Charges (for baggage exceeding specified weights, size or number)
- (2) Airport facility usage fees (unless otherwise explicitly indicated in the pertinent web information or tour brochure)
- (3) Laundry, telephone/telecommunications charges, additional food or beverage costs and other charges of a personal nature along with any taxes and service fees associated therewith.
- (4) Charges for participation in (separately priced) optional tours
- (5) Additional transportation carrier charges and/or surcharges (fuel surcharges, etc.)
- (6) Transportation and/or accommodations costs between the Customer's personal residence and the point of departure or arrival.

#### Article 10. Changes to Terms of Tour Participation Agreement

The Company reserves the right to modify the tour itinerary and/or the travel services subsequent to the execution of the Tour Participation Agreement in the event of natural disaster, war, rioting, suspension of travel services by any provider of transportation, accommodations or other travel services, government order, the furnishing of transportation service in a manner that is inconsistent with the original transportation service plan, or in the event of the occurrence of any other cause beyond the Company's control when such modification is unavoidable in order to ensure the safe and expeditious implementation of the tour. In such case, prior to making any modifications to the tour itinerary and/or travel services, the Company shall promptly explain to the Customer (a) why the cause requiring any such modification is beyond the Company's control and (b) the cause-and-effect relationship between the cause of said modification and the modification to be made. Notwithstanding the foregoing, the Company may provide said explanation to the Customer subsequent to the implementation of any such modifications in unavoidable emergency situations.

#### Article 11. Changes to the Tour Price

Subsequent to the execution of the Tour Participation Agreement, the Company shall make no changes to the Tour Price nor to the amounts of any Additional Charges or Discounts except in the following situations:

- (1) If fares and/or fees charged by any transportation carrier whose services are to be used as part of the tour are revised to an extent that significantly exceeds the normally anticipated range for any reason (including but not limited to a substantial change in economic conditions), the Company shall modify the Tour Price to reflect said cost differential. The Company shall furnish the Customer with notice regarding any increases to the Tour Price no later than the fifteenth (15th) day prior to the day preceding the tour commencement date.

(2) In the event of any substantial reduction to the applicable fares and fees described under Paragraph (1) above, the Company shall decrease the Tour Price by the amount of said reduction.

(3) In the event that any modification to the content of the tour results in a reduction in the costs required to implement the tour, the Company shall reduce the Tour Price by the amount of said differential.

(4) In the event that any modification to the content of the tour described in Article 11 above results in an increase in the costs required to implement the tour (including cancellation fees or other charges either paid or payable in connection with any travel services not received as a result of said modification), the Company shall modify the Tour Price to reflect said differential. However, this provision shall not apply in the event that the modification arises out of the lack of available seats, rooms or other capacity limitations despite the fact that service is otherwise provided by the relevant provider to other patrons (i.e. overbooking).

(5) If the Company has indicated in the pertinent web information, brochure or other relevant literature that the Tour Price depends on the number of users of a particular provider of transportation, accommodations or other travel services, the Company shall modify the Tour Price within the range described in the contract documents in the event of any change to said number of users subsequent to the execution of the Tour Participation Agreement. However, this provision shall not apply if the cause of said change is attributable to the Company.

#### Article 12, Traveler Substitution

With the consent of the Company, the Customer may assign his/her status under the Agreement to another individual. In such case, the Customer shall be required to provide the required information to the Company. Such substitutions shall be subject to the prescribed charges. (The Company reserves the right to also charge for any costs associated with reticketing in the event that airline tickets have already been issued.) In addition, the assignment of status under the Agreement shall become valid only once the Company has granted its consent thereto. Once said assignment of status is valid, the individual who has taken assignment to the Customer's status under the Tour Participation Agreement shall assume all rights and obligations of the Customer in connection with this Tour Participation Agreement. Notwithstanding the foregoing, the Company reserves the right to refuse to accommodate any traveler substitution for any reason, including but not limited to refusal by any provider of transportation, accommodations or other travel services to accommodate a substitution of travelers.

#### Article 13. Cancellation Fees

(1) Termination Prior to Commencement of Tour

[1] The Customer may terminate the Tour Participation Agreement at any time by paying the cancellation fees indicated in the below. However, requests for termination shall only be accepted during business hours.

Date of Termination of the Tour Participation Agreement		Cancellation fee	
(Prior to the date before the tour start day)		Tour with accommodation	Day Tour
[1]	Cancellation 21days prior to tour start date	No charge	
[2]	Cancellation 20 days prior to tour start date (except for [3]~[7])	20% of tour cost	No charge
[3]	Cancellation 10 days prior to tour start date (except for [4]~[7])	20% of tour cost	
[4]	Cancellation 10 days prior to tour start date (except for [5]~[7])	30% of tour cost	
[5]	Cancellation 1day prior to the tour start date	40% of tour cost	
[6]	Cancellation on the tour start date (except for[7])	50% of tour cost	
[7]	No show or cancellation after tour start.	100% of tour cost	

[2] The Customer may terminate the Tour Participation Agreement without incurring cancellation fees in the following situations:

- (a) In the event of any modification to the terms and conditions of the Tour Participation Agreement. (Note that this provision is limited only to material modifications, including but not limited to those described in the left-hand column of the table in Article 23 below).
- (b) If the Tour Price is increased pursuant to Paragraph 12(1) above
- (c) If the safe and expeditious implementation of the tour becomes impossible or promises to become impossible for any reason, including but not limited to natural disaster, war, rioting, suspension of the furnishing of travel services by any transportation, accommodations or other travel service provider, or government order
- (d) If the Company fail to furnish the Customer with a Final Travel Itinerary as described in Paragraph 4(2) above by the deadline specified in said Paragraph.
- (e) If it becomes impossible to implement the tour in accordance with the travel itinerary described in the pertinent web information or brochure due to any cause attributable to the Company.

[3] When the travel contract is terminated by [1] under this item (1), we will refund the amount deducted from the already received travel fare as the prescribed cancellation fee.

[4] If you voluntarily decline to receive part of the travel services or if you leave the tour midway, it will be considered as a waiver of your rights and no refund will be provided.

[5] Changes to the departure date and itinerary, as well as partial changes during the course of the trip, made at the convenience of the customer after the travel contract has been concluded, will be treated as a cancellation of the travel contract, and the prescribed cancellation fee will be charged.

(2) Termination after the commencement of the travel

[1] If the Customer voluntarily declines to receive part of the travel services or leaves the tour midway, it will be considered as a waiver of their rights, and the Company will not provide any refund.

[2] If the Customer becomes unable to receive the travel services as stated in the brochure or other materials due to reasons not attributable to their own fault, or if the Company informs them of such inability, the Customer may terminate the contract for the part of the services that they are unable to receive without paying any cancellation fee.

In this case, the Company will refund the amount of the travel fare corresponding to the part of the services that the customer is unable to receive. However, if the reason for such inability is not attributable to the Company's fault, the refund will be made after deducting the cancellation fee, breach of contract fee, and any other fees already paid or to be paid for the travel services from the said amount.

#### Article 14. Termination of the travel contract by the Company

(1) Termination Prior to Commencement of Tour

[1] If the Customer fails to pay the travel fare by the deadline specified in Article 5, our company may terminate the travel contract. In this case, the Customer shall be liable to pay a penalty fee equivalent to the cancellation fee specified in Article 13(1)[1].

[2] The Company may terminate the travel contract in the following cases (a) to (h)

(a) When it becomes clear that the Customer does not meet the gender, age, qualifications, skills, or other travel participation conditions that have been clearly specified by the Company.

(b) When it is determined that the Customer cannot endure the trip due to reasons including illness, absence of necessary caregivers as specified in Article 3(4), or other reasons.

(c) When it is determined that the Customer may cause inconvenience to other customers or hinder the smooth implementation of group activities.

(d) When the Customer demands an unreasonable burden beyond the reasonable scope of the contract.

(e) When it is found that the Customer falls under any of the items ① to ③ in Article 3, Clause 9.

(f) When the number of customers does not meet the minimum number of participants as stated in the brochure, etc. In this case, the Company shall notify the customer of the cancellation of the trip before the day that falls 13 days prior to the departure date (3 days prior for day trips), counting back from the day before the departure date.



(g) When the travel conditions, such as insufficient snowfall for a ski trip, as explicitly stated by the Company in advance, are not met or there is a significant risk that they will not be met.

(h) When the safe and smooth implementation of the travel itinerary as stated in the brochure or other documents becomes impossible or there is a significant risk that it will become impossible, due to natural disasters, political unrest, riots, orders from government or public authorities, cancellation of services by transportation or accommodation providers, or other reasons beyond the control of the Company.

[3] In case the Company cancels the travel contract based on the provision [2] of this clause, the Company will refund the full amount of the travel fare already received.

(2) Termination Subsequent to Commencement of Tour

[1] Even after the start of the trip, the Company may partially cancel the travel contract and provide an explanation to the customer in the following cases:

(a) When it is determined that the continuation of the trip is unbearable due to reasons including illness of the Customer or absence of necessary caregiver as described in Article 3(4) or other reasons.

(b) When the Customer fails to follow instructions of tour escorts or other designated personnel for the safe and smooth implementation of the trip, or when the customer disrupts the discipline of group activities through violence, threats, or other actions against tour escorts, other travelers, or any other actions that hinder the safe and smooth implementation of the trip.

(c) When it is determined that the customer falls under any of the items (1) to (3) in Article 3, Clause 9.

(d) When it becomes impossible to continue the travel due to natural disasters, changes in the local conditions, riots, orders from public authorities, suspension of services by transportation/accommodation facilities, or other reasons beyond the control of the Company.

[2] Effects of Termination; Refunds

In the event that the Company terminates the travel contract pursuant to [1]a) or [1]d) under this section (2), the contractual relationship between the Company and the Customer shall be terminated only for the future. The Company's obligations regarding the travel services already received by the Customer shall be deemed as validly discharged. In this case, the Company will refund the amount after deducting the costs already paid or to be paid by the Company to the travel service providers and the cancellation fees, penalty fees, or other charges related to the travel services that the customer has not yet received from the travel price.

Furthermore, the Company shall, at the Customer's request, make necessary arrangements for the Customer to return to the place of departure in the event of termination of the travel contract pursuant to [1]a) or [1]d) under this section (2). However, all costs incurred for such arrangements shall be borne by the customer.

## Article 15. Refund of Tour Price

(1) If the Company has reduced the travel price in accordance with the provisions of Article 11 (1), (2), (4), or if the Customer or the Company has terminated the travel contract in accordance with the provisions of Article 13 or Article 14, and there is an amount to be refunded to the Customer, the Company will refund the said amount to the Customer within 7 days from the day following the termination for refunds due to pre-departure termination, and within 30 days from the day following the scheduled end date of the travel for refunds due to termination after the start of the travel, as stated in the travel contract documentation.

(2) The provisions of this Article (1) shall not prevent the Customer or the Company from exercising their right to claim damages in accordance with the provisions of Article 19 (Company's Liability) or Article 21 (Customer's Liability).

#### **Article 16. Travel Itinerary Management**

The company shall make efforts to perform the following tasks in order to ensure the safe and smooth implementation of the Customer's travel. However, this does not apply if the Company has entered into different agreements or special conditions.

(1) The Company shall take necessary measures to ensure that the provision of travel services in accordance with the travel contract is reliably available to the Customers when it is recognized that there may be a risk that the Customer may not be able to receive the travel services during their trip.

(2) If despite taking the measures mentioned in (1), it becomes necessary to change the contents of the contract, the Company shall make arrangements for alternative services. In the case of changing the travel itinerary, the Company shall strive to ensure that the revised itinerary is in line with the original purpose of the trip. Additionally, when changing the content of the travel services, the Company shall make efforts to ensure that the revised services are similar to the original services, in order to minimize changes to the contract.

(3) If the Company determines that the Customer requires protective measures due to illness, injury, or other reasons during the trip, the Company may take necessary measures. In this case, if it is not due to reasons attributable to our responsibility, the cost of such measures shall be borne by the Customer, and the Customer must pay the specified cost to us by the deadline and in the manner specified by us.

#### **Article 17. Instructions from the Company**

During the period from the start to the end of the trip, if traveling as a group, the Customer is required to follow the instructions from the Company to ensure the safe and smooth implementation of the trip.

#### **Article 18. Tour Conductors**

(1) If a tour itinerary is described as "Accompanied by Tour Conductor", the tour shall be accompanied by a tour conductor throughout the duration of the itinerary

(2) In tours accompanied by a Tour Conductor, the Tour Conductor will perform necessary duties, including ensuring the safety and smooth operation of the trip, as well as other duties deemed necessary by our company, either in whole or in part

(3) For tours without a Tour Conductor, the company will provide the Customer with the necessary coupons or vouchers to receive travel services, and the Customer will be responsible for making their own arrangements for the trip.

(4) In case of unforeseen circumstances such as inclement weather that may require changes to the itinerary during segments without a Tour Conductor, the Customer will be responsible for arranging alternative services and necessary procedures on their own.

#### Article 19. Responsibilities of the Company

(1) The Company shall compensate the Customers for any damages suffered as a result of intentional or negligent acts by the Company or our appointed representatives (hereinafter referred to as 'appointed representatives') during the performance of the travel contract

(2) This provision in (1) shall apply only if the Customer notifies the Company within 2 years from the day following the occurrence of the damages

(3) The Company shall not be held responsible for damages incurred due to circumstances beyond our control or the control of our appointed representatives, as exemplified by the following. However, this exclusion shall not apply in cases where intentional or negligent acts by our company or our appointed representatives are proven.

A. Natural disasters, geological changes, war, civil unrest, or changes to the travel itinerary or cancellation of the trip resulting from these factors

B. Suspension of services by transportation or accommodation providers, or changes to the travel itinerary or cancellation of the trip resulting from these factors.

C. Orders from government authorities, quarantine measures due to infectious diseases, or changes to the travel itinerary or cancellation of the trip resulting from these factors

D. Accidents that occur during free activities

E. Food poisoning

F. Theft

G. Delays, disruptions, schedule changes, route changes, or changes to the travel itinerary or reduction in the duration of stay at the destination resulting from transportation delays or disruptions.

H. Damages resulting from accidents, fires, or incidents at transportation or accommodation facilities.

●The Company will compensate for damages resulting from the aforementioned (1) related to baggage only if notification is made to our company within 14 days from the day after the occurrence of the damages. However, regardless of the amount of damages, our compensation amount shall be limited to a maximum of 150,000 yen per person (excluding cases where our company has intentional or gross negligence).

#### Article 20. Special Compensation

(1) In case of bodily injury caused by sudden and accidental accidents from external sources during the customer's participation in this package tour, regardless of whether or not the Company's responsibility arises, we will pay compensation according to the "Special Compensation Regulations" of the Travel Agency Terms and Conditions. The compensation includes a death benefit of up to 15 million yen for death or residual disability, a hospitalization benefit of 20,000 to 200,000 yen based on the number of days of hospitalization or an outpatient benefit of 10,000 to 50,000 yen based on the number of outpatient visits (3 days or more). For damages to carried items, the Company will pay a compensation of up to 150,000 yen as damages (however, the compensation limit for one item or one pair is 100,000 yen). However, if it is explicitly stated in the itinerary that no travel services arranged by the Company will be provided on a specific day, and if it is explicitly stated that no compensation will be paid for damages incurred on that day, we will not consider that day as part of the "participation in the tour." Compensation will not be provided for cash, credit cards, valuable items, consumables such as medicines, cosmetics, food, exposed films, manuscripts written on recording media, or other similar items.

\*Expenses for injury treatment due to accidents, expenses for death or medical treatment due to illness, liability for compensation, and costs for rescuers are not covered

(2) When damages incurred by the customer during the trip are due to intentional acts by the Customer, receipt of services that violate laws or regulations, driving under the influence of alcohol, illness, pregnancy, childbirth, premature birth, miscarriage, or other similar circumstances, mountain climbing (using climbing equipment such as pickaxes, crampons, ropes, hammers, etc.) during free activities that are not included in the package tour, luge, bobsleigh, skydiving, hang gliding, ultralight aircraft (motorized hang gliders, microlight aircraft, ultralight aircraft, etc.), gyroplanes, or accidents occurring during other similar dangerous activities, as well as accidents resulting from earthquakes, volcanic eruptions, tsunamis, or accidents arising from disorderly situations accompanying these events, the Company shall not pay the compensation and medical care benefits mentioned in item (1) above. However, this exclusion does not apply if these activities are included in the itinerary of the trip.

(3) Even if the Company incurs the obligation to pay compensation under item (1) and the obligation to compensate for damages under the preceding item, when one of the obligations has been fulfilled, it shall be deemed that the obligation to pay compensation and the obligation to compensate for damages have been fulfilled up to the limit of the amount involved

#### Article 21. Responsibilities of the Customer

(1) If the Company incurs damages due to the Customer's intention or negligence, acts contrary to laws or public order and morality, or the customer's failure to comply with the provisions of the organized tour terms and conditions, the Company may seek compensation for damages from the customer.

(2) Customers are required to make efforts to understand the rights, obligations, and other contents of the travel contract, including the information provided by the Company, as well as the rights and obligations of travelers as stated in brochures or other materials.

(3) Customers must promptly notify the tour conductor, local guide, local arrangement company, or the service provider of the travel service at the travel destination if they recognize that the actual service differs from the description in brochures or other materials after the start of the trip.

#### Article 22. Optional Tours

(1) The special compensation provisions in Article 20 shall apply to optional tours (hereinafter referred to as "Optional Tours") separately offered and conducted by collecting additional tour fares during the participation in our organized tours, and they shall be treated as part of the main travel contract.

(2) If you participate in an Optional Tour that is organized and conducted by someone other than our company, our special compensation provisions in Article 20 shall apply, but we shall not be responsible for any other liabilities arising from the Optional Tour.

#### Article 23. Itinerary Guarantees

(1) If there are significant changes to the contract contents listed in the left column of the table below, except for [1] to [3], the Company shall pay the change compensation amount calculated by multiplying the rate listed in the right column of the table by the travel price, within 30 days from the day following the end of the trip. However, if it is clear that our liability arises based on the provisions of Article 19(1) for such changes, the Company shall pay the entire or a portion of the compensation as damages instead of change compensation.

A. inclement weather conditions or natural disaster impacting the tour itinerary

B. war

C. rioting

D. rioting

E. suspension of travel services (cancellation of service, suspension of service, suspension of operations, etc.) by any transportation, accommodations or travel service provider

F. transportation service that is inconsistent with the original transportation service plan (delays, transportation schedule changes, etc.)

G. necessary measures taken to protect the life and limb of tour participants.

[2] In case the travel contract is terminated based on the provisions of Article 13 and Article 14, and changes are made to the terminated portion, the Company shall not pay any change compensation.

[3] Even if the order of receiving the travel services as stated in the pamphlet or other materials is changed, if the provision of such travel services is still received during the trip, the Company will not pay any compensation for the changes.

Modification Eligible for Payment of Modification Indemnity by Company		If notice furnished to Customer by day preceding tour commencement date	If notice furnished to Customer on or after tour commencement date
[1]	Any modification to the tour commencement date or tour completion date indicated in the pertinent web information, brochure or final documentation	1.5%	3.0%
[2]	Any modification to any sightseeing venues or facilities (including restaurants) or other travel destinations indicated in the pertinent web information, brochure or final documentation	1.0%	2.0%
[3]	Any downgrade to a lower transportation class or less expensive amenities than those shown in the pertinent web information, brochure or final documentation (only if the total cost of the resulting class of service or amenities is lower than that of the class of service and amenities indicated in the pertinent web information, brochure or final documentation)	1.0%	2.0%
[4]	Any modification to the mode of transportation or the name of the transportation carriers indicated in the pertinent web information, brochure or final documentation.	1.0%	2.0%
[5]	Any modification to the airport in Japan constituting the point of origin of the tour or the return flight back to the airport constituting the completion point of the tour as indicated in the pertinent site information, brochure or final documentation	1.0%	2.0%
[6]	Any modification of any direct flight between Japan and any nonJapan destination indicated in the pertinent web information, brochure or final documentation to a flight with stops or connections	1.0%	2.0%
[7]	Any modification to the category of accommodations or the name of the accommodations providers indicated in the pertinent web information, brochure or final documentation (excluding those instances in which the Company has designated a grade of accommodations and the grade of the	1.0%	2.0%

	new accommodations exceeds the grade of the accommodations indicated in the contract documents)		
[8]	Any modification to the category, amenities, views or other characteristics of guestrooms indicated in the pertinent web information, brochure or final documentation	1.0%	2.0%
[9]	Any modification described in Items □ through □ above that constitute a modification to an item included in the name of the tour as reflected in the pertinent web information, brochure or final documentation	2.5%	5.0%

1: When the final travel itinerary is issued, any changes between the contents of the pamphlet or other materials and the contents of the final travel itinerary shall be treated as one change each. Similarly, any differences between the contents of the final travel itinerary and the actual travel services provided shall also be treated as one change each.

2: If the changes mentioned in item [3] or item [4] involve the use of accommodation facilities by the transportation provider, they shall be treated as one change per night.

3: Changes in the name of the transportation provider mentioned in item [4], which involve an upgrade in class or facilities, shall not be subject to application.

4: Even if multiple changes occur within one voyage or one night for the changes listed in item [4], item [7], or item [8], they shall be treated as one change per voyage or one change per night, respectively.

5: The class of the accommodation facilities mentioned in item [7] shall be determined based on the list specified in the travel contract at the time of contract conclusion, or the list available for viewing on our company's website.

6: For changes listed in item [9], the rates specified in item [9] shall be applied, without applying the rates specified in item [1] through item [8].

注 7: 'One ' refers to one change per transportation provider per voyage for transportation services, one change per accommodation facility per night for accommodation services, and one change per corresponding item for other travel services.

(2) Regardless of the provisions in this section (1), the maximum amount of compensation for changes that the Company will pay based on one travel contract shall be calculated by multiplying 15% of the travel price. However, if the amount of compensation for changes based on one travel contract is less than 1,000 yen, the Company will not pay any compensation for changes.

(3) The Company may, with customer's agreement, provide goods or services of equal or greater value instead of paying compensation for changes in monetary form.

(4) If it is determined that the Company is liable for compensation under the provisions of Article 19(1) after having paid change compensation based on the provisions of Article 1 of this clause, the Customer shall refund to the Company the change compensation related to such change. In this case, the Company shall offset the remaining amount obtained by subtracting the amount of damages compensation that our company should pay based on the provisions of Article 19(1) from the change compensation to be refunded by the traveler, and shall pay the balance.

#### Article 24. Reference Dates

The Reference Date for this Statement of Travel Terms and Conditions as well as the Reference Date for tour pricing shall be explicitly indicated in the pertinent web information or brochure

#### Article 25. Report any accidents or incidents

If an accident or incident occurs during your trip, please immediately notify the contact information provided in your final travel itinerary. If there are circumstances that prevent you from notifying us, please inform us as soon as those circumstances are resolved.

#### Article 26. Miscellaneous Provisions

(1) Any expenses incurred due to personal requests made by Customers to tour conductors or other personnel for personal guidance, shopping, etc., expenses related to injuries or illnesses of customers, expenses related to the collection of lost or forgotten items due to customer negligence, and expenses incurred for separate arrangements due to individual actions by customers shall be borne by the customers.

(2) While the Company may guide the Customers to souvenir shops for their convenience, customers are responsible for making purchases at their own discretion.

(3) The Company will not re-implement the trip under any circumstances.

(4) Any matters not specified in this terms and conditions shall be governed by our travel contract provisions (section for solicited package travel contracts). If you wish to obtain a copy of our travel contract provisions, please request it from our company. Our travel contract provisions are also available for viewing on our company's website.

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