

# Lucky Motor Co., Ltd General Conditions of Travel Agency Business

## Subscription Type Organized Tour Contract Part

### Chapter 1 - General Provisions

#### (Scope of Application)

Article 1 The Contract of our Company (hereinafter referred to as “We,” “Us,” or “Our” as the case may be) concerning the subscription type organized tour to be executed with the traveler (hereinafter referred to as the “Subscription Type Organized Tour Contract”, or “Contract) shall be based on the General Conditions. 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 we execute 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.

#### (Definition of Terminology)

Article 2 In the General Conditions, “Subscription Type Organized Tour” or “Tour” shall mean such tours for which we prepare beforehand for subscription by travelers, travel plans including destinations, itineraries, transportation services and accommodation services to be offered to travelers, as well as the Tour Price amount (as defined in Article 12 below) payable to us 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 us and a card member of the credit card company affiliated with us or the company marketing our Subscription Type Organized Tour on behalf of us (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 us, 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 this Part, the “Electronic Consent Notice” shall mean a notice issued in acceptance of the subscription for the Contract, and is conducted by means of transmission, among the methods utilizing information and communication technologies, via telecommunication lines connecting the computer, facsimile, telex or telephone (hereinafter referred to as the “Electronic Computer, etc.”) used by us, or the company marketing our Subscription Type Organized Tour on our behalf, with the Electronic Computer, etc. used by the traveler.

5 In the General Conditions, the “Date Card Used” shall mean the date when the traveler or our 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 We undertake to make arrangements and administer the itinerary under the Subscription Type Organized Tour Contract so that the traveler can be provided with transportation, accommodation and other services as offered by transportation and accommodation businesses, etc. (hereinafter referred to as the “Tour Service”) according to the itinerary provided by us.

### (Business Agent)

Article 4 There are cases where we may engage other travel agents, professional arrangers or other helpers in or outside Japan, in order to have them make arrangements in whole or in part on our behalf for the execution of the Subscription Type Organized Tour Contract.

## Chapter 2 – Execution of Contract

### (Subscription for the Tour Contract)

Article 5 A traveler who wishes to subscribe to our Subscription Type Organized Tour Contract shall fill in the necessary information in the application form as designated by us (hereinafter referred to as the “Application Form”), and shall submit it to us together with the required payment to apply for the Subscription Type Organized Tour Contract (hereinafter referred to as the “Application Fee”) as separately specified by us.

2 Notwithstanding the provision of the preceding paragraph, a traveler who wishes to subscribe to our Communication Contract will be required to notify us 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 us at the time of application for the Contract. In this case we will try to accommodate such a request as far as possible.

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 us of his or her Membership Number, etc. within the period as designated by us, in accordance with the provision of paragraph 1 or paragraph 2 of the preceding Article 5, after we have notified the said traveler of our 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 we have been notified of the traveler's Membership Number, etc., the order in which we execute the Subscription Type Organized Tour Contract with the said traveler shall be subject to the order in which we receive 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 us of his or her Membership Number, etc. within the period specified in paragraph 1 above, we 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 we reserve the right to decline the execution.

a. In cases where the sex, age, qualifications, skills or other conditions of the traveler in question do not meet such conditions as specified by us in advance, as required of travelers participating in the Tour;

b. In cases where the number of travelers subscribing for the Tour has already reached the maximum number of participants as scheduled for the Tour;

c. In cases where the traveler in question subscribing for the Tour is likely to create a nuisance for other travelers or hinder smooth implementation of the Tour as a group;

d. In cases where the 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;

e. In cases where the traveler is recognized as a gang member, an associated gang member, a person or a company related to crime syndicates, a corporate racketeer or any other antisocial forces;

f. In cases where the traveler has made claims through forceful behavior or unjust claims to us 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;

g. In cases where the traveler committed acts which may damage our reputation or obstruct our business by spreading false rumors, the use of fraudulent means or by force, or other acts or behavior equivalent to these; or h. In cases where there is an inconvenience related to our business.

### (Time that the Tour Contract is Executed)

Article 8 The Subscription Type Organized Tour Contract shall be executed when we have accepted the execution of the Contract and have received the Application Fee as specified in the Article 5, paragraph 1.

2 Notwithstanding the provision of the preceding paragraph, the Communication Contract shall be executed when we send out a notice to the effect of communicating our acceptance of the execution of the Contract.

### (Delivery of Contract Document)

Article 9 We 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 our responsibility with regards to the Tour, promptly after the Tour Contract has been executed as defined in the preceding Article.

2 The scope of our responsibility for the Tour Service in making arrangements and administering itineraries under the Subscription Type Organized Tour Contract shall be based on the details stated in the Contract Document 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, we 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 we have delivered such a Contract Document, we 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, we 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 specified in paragraph 1, the scope of our responsibility for the Tour Service in making arrangements

and administering itineraries shall be limited to the scope described 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 our responsibility, we 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, we 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, we will record the Described Details on a file (confined for exclusive use of the said traveler) as equipped in the communications equipment used by us, and confirm that the said traveler has viewed the Described Details.

### (Tour Price)

Article 12 The traveler will be required to pay to us the price for our providing of the Tour Service (hereinafter referred to as the "Tour 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, we will receive payment of the Tour Price in the amount specified in the Contract Document by the credit card of our 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 our 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 our original transportation plan, and other causes, and when it is considered unavoidable in order to effect the safe and smooth implementation of the Tour, we 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 our 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, we 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, we 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 we increase the Tour Price as provided for in the preceding paragraph, we 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, we 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), we 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 we have 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 us after the execution of the Subscription Type Organized Tour Contract, we 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 us may assign his/her status under the said Contract to a third party, subject to our consent.

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

3 The assignment of the said status under the Contract, as provided in paragraph 1, shall take effect when approved by us. 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 the 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 us the cancellation fee specified in Schedule I. In cases where the said traveler wishes to cancel the Communication Contract, we will accept payment of the cancellation fee by using the 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.

a. In cases where the Contract Content has been changed by us, but limited only to such cases where the changes listed in the left column of Schedule II and other important changes;

b. In cases where the Tour Price is increased under the provision of Article 14, paragraph 1;

c. 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;

d. In cases where we fail to deliver the Determinate Document to the traveler on or before the date specified in Article 10, paragraph 1; or

e. 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 us.

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 we 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, we 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 us, we 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.

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

Article 17 In any of the following events, we 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:

a. In cases where it becomes known that the traveler does not meet the conditions required of Tour participants, such as sex, age, qualifications, skills, etc., as specified by us beforehand;

b. In cases where the traveler is considered unable to participate in the said Tour due to illness, the absence of a necessary aide/helper or other such causes;

c. In cases where the traveler is likely to cause trouble to other travelers or interfere with the smooth implementation of the Tour as a group;

d. In cases where accommodating the traveler is burdensome and exceeds the responsibility provided for in the

Contract Content beyond a reasonable extent;

e. In cases where the number of travelers participating in the Tour does not reach the minimum number of participants for the Tour as specified in the Contract Document;

f. In cases where it is highly likely that conditions required for implementation of the Tour as described at the time of the execution of the Contract, such as the sufficient amount of snowfall necessary for a ski Tour, may not come into being;

g. In cases where there arises causes beyond our 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;

h. 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

i. When it is found that the traveler falls under any of Article 7, items e through g.

2 In cases where the traveler does not pay the Tour 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 we cancel the Subscription Type Organized Tour Contract due to reasons specified in paragraph 1, item e, we 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 D).

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

Article 18 In any of the following cases, we 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:

- a. In cases where the traveler is considered unable to continue the said Tour due to the absence of a necessary aide/helper or other causes;
- b. In cases where the traveler interferes with the safe and smooth implementation of the said Tour by not following our instructions as given by our 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;
- c. When it is found that the traveler falls under any of Article 7, items e through g; or
- d. In cases where there arise causes beyond our 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 we have cancelled the Subscription Type Organized Tour Contract under the provision of the preceding paragraph, the contractual relationship between our Company and the traveler shall cease to exist from the cancellation thereof. In such a case, it shall be deemed that our liability related to the Tour Service already provided to the traveler has effectively been redeemed.

3 In the case of the preceding paragraph, we 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 due to the cancellation of the Subscription Type Organized Tour Contract under the provisions of the preceding Articles 16 through 18, we 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, we 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 preceding Articles 16 through 18. In this case, we 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 we notify the traveler shall be considered as the Date Card Used.

3 The provisions of the preceding two paragraphs shall not prevent the traveler or our Company from exercising the right to claim compensation for damages 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 we have cancelled the Subscription Type Organized Tour Contract after the start of the Tour under the provisions of Article 18, paragraph 1, items a or d, we 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 We will apply the provisions of this Chapter to the execution of the Subscription Type Organized Tour Contracts in cases where we receive 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, we 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 we 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 us.

3 We 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 us to be the Contract Representative after the commencement of the Tour.

## Chapter 6 - Administration of Itinerary

### (Administration of Itinerary)

Article 23 We 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 we

have executed a special contract which differs from these services:

- a. 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
- b. 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, we will make efforts to make an alternative itinerary after the change measure up to the purpose of the original Tour itinerary. Also, in cases where we are required to change the content of the Tour Service, we 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 Our Company)

Article 24 The traveler shall be required to follow the instructions of our 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.)

#### (Services of Tour Escort, etc.)

Article 25 There are cases where we 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 we consider 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 we consider the traveler to be in a condition requiring protection due to sickness, injury, etc. during the Tour, we may take the necessary measures. In these cases, if the cause is not attributable to us, 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 us by the method designated by us.

## Chapter 7 - Responsibility

#### (Responsibility of Our Company)

Article 27 We will be responsible for the compensation of damages caused to the traveler intentionally or negligently by us or by our agent (hereinafter referred to as the “Business Agent”) who has been engaged by us to make arrangements on our behalf under the provision of Article 4. Such compensation shall be limited to cases where notice has been given to us 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 our Company or our 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, we 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, we will compensate the traveler up to ¥150,000 as a maximum amount per traveler (except in cases where the damages were caused by us intentionally or by our gross negligence), only in cases where we have 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 We 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 we are responsible for causing the said damages under the preceding Article, paragraph 1.

2 In cases where we are responsible under the provision of the preceding Article, paragraph 1 for damages caused as described in the preceding paragraph, the indemnity payable by us 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, our 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 us, 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 we implement by collecting a separate Tour Price from the traveler participating in our Subscription Type Organized Tour shall be handled as part of the content of the principal Subscription Type Organized Tour Contact.

### (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.)), we 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 we will bear the responsibility under the provision of Article 27, paragraph 1 regarding the said alterations.

a. Alterations due to the following causes:

- (1) Acts of God;
- (2) Acts of war;
- (3) Civil commotion;
- (4) Orders from government and other public agencies;
- (5) Suspension of Tour Services by transportation and accommodation facilities, etc.;
- (6) Offering a transportation service not included in the original travel plan; or
- (7) Measures required to ensure the safety of the life and body of the tour participants

b. 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 us 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 us 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, we will not be obliged to pay the indemnity for the alteration.

3 In cases where it becomes clear that we are liable for the said alteration, based on the

provision of Article 27, paragraph 1, after we have 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, we will pay the balance by offsetting the amount of compensation payable by us 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 we have suffered damages due to the willful misconduct or negligence of a traveler, the said traveler shall be required to compensate us 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 us.

3 Should the traveler realize that the Tour Service being offered differs from that as stated in the Contract Document after the start of the Tour, in order for the traveler to smoothly receive the Tour Service as described in the Contract Document, the traveler shall promptly report to us, or our Business Agent or the provider of the said Tour Service at the touring point.

## Chapter 8 - Compensation Business Guarantee Bonds

### (Compensation Business Guarantee Bonds)

Article 31 We are a Security Member of the All Nippon Travel Agents Association of Travel Agents located at

(Akasaka East Building 3F, 4-2-19 Akasaka, Minato-ku, Tokyo).

2 The traveler or the Constituent Member who has executed the Subscription Type Organized Tour Contract with us is entitled to be reimbursed from compensation business guarantee bonds as deposited by the

All Nippon Travel Agents Association of Travel Agents as described in the preceding paragraph, up to the maximum amount of 11million yen in conjunction with claims as arising from the said transaction.

3 As we have paid our share of the compensation business guarantee bonds to the All Nippon Travel Agents Association of Travel Agents in accordance with the provision of Article 49,

paragraph 1 of the Travel Agency Law, we have 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
<b>a. Subscription Type Organized Tour Contract excluding the following column b</b>	
(1) 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 (2) through (5)).	Up to 20% of the Tour Price
(2) In cases where the Contract is cancelled on or after the 7th day from the day immediately preceding the starting day of the Tour (except in the following cases from (3) through (5)).	Up to 30% of the Tour Price
(3) 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
(4) In cases where the Contract is cancelled on the starting day of the Tour (except in the following case (5)).	Up to 50% of the Tour Price
(5) In cases where the Contract is cancelled after the start of the Tour or the traveler does not participate in the Tour without notice (no show).	Up to 100% of the Tour Price
<b>b. Subscription Type Organized Tour Contract with the use of a chartered vessel</b>	<b>Based on the rules of the cancellation fee for the said vessel</b>
<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 fees related to Overseas Trip

Classification	Cancellation Fee
<b>a. Subscription Type Organized Tour Contract with the use of an aircraft when leaving Japan or returning Japan (excluding Tour Contracts specified in the following column b.)</b>	
(1) 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 (2) through (4)).	Up to 10% of the Tour Price
(2) 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 (3) through (4)).	Up to 20% of the Tour Price
(3) 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 (4) below.)	Up to 50% of the Tour Price
(4) 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
<b>b. Subscription Type Organized Tour Contract with the use of a chartered aircraft</b>	
(1) 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 (2) through (4)).	Up to 20% of the Tour Price
(2) 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 (3) through (4)).	Up to 50% of the Tour Price
(3) 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 (4) below).	Up to 80% of the Tour Price
(4) 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

c. 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 aid vessel
<p>Note: 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> <ul style="list-style-type: none"> <li>① The amount of the cancellation fee shall be specified in the Contract Document.</li> <li>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.</li> </ul>	

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 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/additions 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

Note 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.