

Sign(Registration Form)

***For Web Reservations**

Scope of Activities : Domestic Travel

Registration Number : Tokyo Metropolitan Government Office: (No.2-7941)

Date of License : Mar 5, 2020

Term of Validity : Mar 4, 2025

Name : MagicalTrip Inc.

Name of Branch : Head Office

Name of Certified General Travel Services Manager : Masayoshi Matsumoto,

Certified General Travel Services Manager is a person who is responsible for transactions of customers' travel arrangements managed at a business office. Please feel free to ask any question regarding travel arrangements to the Certified General Travel Services Manager listed if you find anything unclear.

Standard General Conditions of Travel Agency Business

Subscription Type Organized Tour Contract Part

Company Name MagicalTrip Inc.

Chapter 1 - General Provisions

Article 1 Scope of Application

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.

Article 2 Definition of Terminology

1 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 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.

Article 3 Content of Tour Contract

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.

Article 4 Business Agent

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

Article 5 Subscription for the Tour Contract

1 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.

5 Any expenses incurred as a result of the special arrangements made at the request of the traveler under the preceding paragraph shall be borne by the said traveler.

Article 6 Subscription by Telephone, etc.

1 Subscriptions for the Subscription Type Organized Tour Contract are accepted by means of telephone, mail, facsimile 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.

Article 7 Rejection of the Execution of the Contract

Any one of the following is a case upon which we reserve the right to decline the execution.

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

(2) In cases where the number of travelers subscribing for the Tour has already reached the maximum number of participants as scheduled for the Tour;

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

(4) In cases where the Communication Contract is about to be executed, and the traveler is unable to settle in whole or in part, the liability related to his or her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company. Such reasons may be due to, but not limited to, the credit card as held by the traveler in question, being found to be invalid;

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

(6) In cases where the traveler has made claims through forceful behavior or unjust claims to 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;

(7) 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;

(8) In cases where there is an inconvenience related to our business.

Article 8 Time that the Tour Contract is executed

1 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, except when an electronic notice of acceptance is sent out for the said Contract, in which case the Contract shall be executed when the said electronic notice has reached the traveler.

Article 9 Delivery of Contract Document

1 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.

Article 10 Determinate Document

1 In cases where it is not possible to state the determinate itinerary, or the name 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 name of facilities scheduled for accommodation and the name 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.

Article 11 Method of Utilizing Telecommunication Technology

1 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 (confirmed 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.

Article 12 Tour Price

1 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

Article 13 Alteration of the Contract Content

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.

Article 14 Alteration of Tour Price

1 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 undecreased due to changes in the said

ContractContent), 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.

Article 15 Change of Traveler

1 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

Article 16 Traveler's Rights to Cancel the Contract

1 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.

(1) 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;

(2) In cases where the Tour Price is increased under the provision of Article 14, paragraph 1;

(3) In cases where there arise such causes as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public agencies, and other causes, whereby it becomes impossible or highly unlikely to carry out the safe and smooth implementation of the Tour;

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

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

Article 17 Our Right to Cancel the Contract - Cancellation before the Start of the Tour

1 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:

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

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

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

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

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

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

(7) In cases where there arises causes beyond 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;

(8) In cases where the Communication Contract has been executed, and the traveler is unable to settle in whole or in part the liability related to his or her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company due to such causes as the credit card held by the traveler becoming invalid; or

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

2 In cases where the traveler does not pay the Tour Price by the due date specified in the Contract Document as provided in Article 12, paragraph 1, the traveler shall be considered to have canceled 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 (5), we will inform travelers participating in the Tour that the said Tour is to be canceled before the 13th day immediately preceding the starting date of the Tour in the case of a Domestic Trip (before the 3rd day in the case of a day trip) and before the 23rd day in the case of an Overseas Trip (before the 33rd day, if the starting date falls within the Peak Season as defined in Schedule I .

Article 18 Our Right to Cancel the Contract - Cancellation after the Start of the Tour

1 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:

(1) 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;

(2) 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;

(3) When it is found that the traveler falls under any of Article 7, items (5) through (7)g; or (4) 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 canceled 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.

Article 19 Refund of Tour Price

1 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.

Article 20 Arrangement for Return Trip after Cancellation of the Contract

In cases where we have canceled 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.

Chapter 5 -Contracts with Organizations

Article 21 Contracts with Organizations and Groups

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").

Article 22 Contract Representative

1 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

Article 23 Administration of Itinerary

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:

- (1) In cases where it is considered that the traveler is unlikely to be able to receive the TourService during the Tour, to take necessary measures to ensure that the traveler will receive such Tour Service as specified in the Subscription Type Organized Tour Contract; and
- (2) In cases where alteration of the Contract Content becomes unavoidable despite the measures taken as described in the preceding paragraph, to make arrangements for alternative services. In cases where the Tour itinerary is to be changed, 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.

Article 24 Instructions by Our Company

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.

Article 25 Services of Tour Escort, etc.

1 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.

Article 26 Protective Measures

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

Article 27 Responsibility of Our Company

1 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.

Article 28 Special Indemnity

1 We will pay an indemnity and a solarium 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 Contract.

Article 29 Guarantee of Itinerary

1 In cases where a major alteration is made to the Contract 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 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. Alteration is relating to the canceled 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.

Article 30 Responsibility of the Traveler

1 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

Article 31 Compensation Business Guarantee Bonds

1.Travelers or members who have entered into a Subscription Type Organized Tour Contract with our company are entitled to receive compensation from the business security deposit, which our company has deposited in accordance with the provisions of Article 7, Paragraph 1 of the Travel Agency Act, for any claims arising from the said transaction.

2.The name and location of the depository where the business security deposit has been deposited are as follows:

Name: Tokyo Legal Affairs Bureau

Address: 1-1-15 Kudanminami, Chiyoda-ku, Tokyo

Chapter 9 Governing Language

Article 32 Governing Language

The governing language of this Travel Contract shall be Japanese. Only the Japanese original shall have the effect of a contract, and the English translation is made for reference purpose and shall have no effect.

Schedule I Cancellation Fee (relating to Article 16, Paragraph 1)

1. Cancellation fee for Domestic Travel

Classification		Cancellation fee
-1	(1) Agent-Organized Package Tour Contract except that which is mentioned in the following Paragraph	
	(a) If cancellation is made on or after the 20th day (10th day in case of a one-day trip) counting back from the day prior to the commencement of the tour (excluding the cases mentioned in (b) through (e))	20% or less of the tour fee
	(b) If cancellation is made on or after the 7th day prior to the day preceding the date of commencement of the tour (excluding the cases mentioned in (c) through (e))	30% or less of the tour fee
	(c) If cancellation is made on the day preceding the date of commencement of the tour	40% or less of the tour fee
	(d) If cancellation is made on the date of commencement of the tour (excluding the case mentioned in (e))	50% or less of the tour fee
	(e) In case of cancellation after the commencement of the tour or of nonparticipation without giving notification	100% or less of the tour fee
-2	Agent-Organized Package Tour Contract using a chartered ship	According to the provisions concerning the cancellation fee for the ship concerned

Note: -1 The amounts of cancellation fees will be specified in the Contract Document.

-2 In the application of this schedule "After the commencement of the tour" refers "The time the receiving of the provided services began", as provided for in the annexed Special Compensation Rules, onwards.

2. Cancellation fee for Overseas Travel

Classification		Cancellation fee
-1	Agent-Organized Package Tour Contract including air travel at the time of departure from, return to, Japan and at the time of departure from, or return to, a foreign country (except TourContract which is mentioned in the following Paragraph and Paragraph 3)	
	(a) In case of travel for which the date of commencement of the tour falls on the peak period, if cancellation is made on or after the 40th day prior to the day preceding the date of commencement of the tour (excluding the cases mentioned in (b) through (d)).	10% or less of the tour fee
	(b) If cancellation is made on or after the 30th day prior to the day preceding the date of	20% or less of the tour fee

		commencement of the tour (excluding the cases mentioned in (c) and (d))	
	(c)	If cancellation is made on or after the day before the day preceding the date of commencement of the tour (excluding the case mentioned in (d))	50% or less of the tour fee
	(d)	In case of cancellation after the commencement of the tour or of non-participation without giving notification	100% or less of the tour fee
-2	Agent-Organized Package Tour Contract using a chartered aircraft		
	(a)	If cancellation is made on or after the 90th day prior to the day preceding the date of commencement of the tour (excluding the cases mentioned in (b) through (d))	20% or less of the tour fee
	(b)	If cancellation is made on or after the 30th day prior to the day preceding the date of commencement of the tour (excluding the cases mentioned in (c) and (d))	50% or less of the tour fee
	(c)	If cancellation is made on or after the 20th day prior to the day preceding the date of commencement of the tour (excluding the case mentioned in (d))	80% or less of the tour fee
	(d)	In case of cancellation on or after the 3rd day prior to the day preceding the date of commencement of the tour	100% or less of the tour fee
-3	An Agent-Organized Package Tour Contract using a ship when departing from, and returning to, Japan		According to the provisions concerning the cancellation fee for the ship concerned

Note: "Peak Time" refers to the periods from December 20 to January 7, April 27 to May 6, and July 20 to August 31.

Note: -1 The amounts of cancellation fees will be specified in the Contract Document.

-2 In the application of this schedule "After the commencement of the tour" refers "The time the receiving of the provided services began", as provided for in Article 2, Paragraph 3, of the annexed Special Compensation Rules, onwards.

Schedule II Compensation for Changes (relating to Article 29, Paragraph 1)

Change requiring payment of the compensation for change		Rate (%) per change	
		Prior to the commencement of the tour	After the commencement of the tour
1	Changes in tour start or end dates specified in the Contract Document	1.50%	3.00%
2	Changes in destination or entry to tourist spots and/or facilities (including restaurants), specified in the Contract Document	1.00%	2.00%
3	Changes in class of transport facilities or facilities as stated in the Contract Document to those of lower cost (limited to cases when the total price after change to class of transport facilities or facilities becomes lower than the	1.00%	2.00%

	amount stated in the Contract Document).		
4	Changes in the type of transport facility or of the name of the company operating them as specified in the Contract Document	1.00%	2.00%
5	Changes to the flight at the airport in the location of the commencement of the tour in Japan or to the flight at the airport in the location of the end of the tour as specified in the Contract Document	1.00%	2.00%
6	Changes from direct flights between Japan and the foreign country specified in the Contract Document to connecting flights or indirect flights	1.00%	2.00%
7	Changes in the type or name of accommodation facility as specified in the Contract Document	1.00%	2.00%
8	Changes in type of rooms, facilities, the view, or other room condition at accommodation facilities as specified in the Contract Document	1.00%	2.00%
9	Changes in the preceding Items which are listed in the tour title of the Contract Document	2.50%	5.00%

Note 1: "Before the commencement of the tour" refers to a case where the traveler has been notified of the change concerned by the day prior to the date of commencement of the tour, and "after the commencement of the tour", to a case where the traveler has been notified of the change concerned on or after the date of commencement of the tour.

Note 2: When a Final Document has been issued, this Schedule shall apply by reading "Contract Document" as "Final Document." In such a case, if there has arisen any change between the contents specified in the Contract Document and those in the Final Document or between the contents specified in the Final Document and the contents of the Tour Services actually provided, each respective change shall be treated as one change.

Note 3: If the transportation facility involved in the changes mentioned in Item 3 or Item 4 accompanies the use of the accommodation facility, each overnight stay shall be treated as one change.

Note 4: This shall not apply to changes to the name of the transport facility mentioned in Item 4 involving a change to facilities with a higher class or facilities.

Note 5: Even if the changes stated in Items 4, 7 or 8 occur multiple times within a single train, automobile or ship ride, or a single overnight stay, each ride or overnight stay shall be treated as one change.

Note 6: For changes mentioned in 9, the percentages in 1 through 8 will not apply, and the rate in 9 shall be applied.

Standard General Conditions of Travel Agency Business

Order-Taking Type Organized Tour Contract Section

Company Name MagicalTrip Inc.

Chapter 1 - General Provisions

Article 1 Scope of Application

1 The contracts concerning Order-Taking Type Organized Tours (hereinafter referred to as "Order-Taking Type Organized Tour Contracts") concluded between the Company and the Traveler shall be governed by the provisions set forth in these Terms and Conditions. Any matters not stipulated herein shall be governed by applicable laws, regulations, or generally accepted practices.

2 Notwithstanding the provisions of the preceding paragraph, if the Company has entered into a special agreement in writing, provided that such special agreement does not contravene laws or regulations and is not disadvantageous to the Traveler, such special agreement shall prevail.

Article 2 Definitions

1 In these Terms and Conditions, the term "Order-Taking Type Organized Tour" means a tour in which the Company, upon request by the Traveler, prepares a travel plan specifying the destination(s) and itinerary, the content of transportation or accommodation services (hereinafter collectively referred to as "Travel Services") that the Traveler is entitled to receive, and the total price of the tour (hereinafter referred to as the "Tour Price"), and implements such tour in accordance with said plan.

2 The term "Domestic Travel" means travel conducted solely within Japan, while the term "Overseas Travel" means travel other than Domestic Travel.

3 The term "Communication Contract" refers to a Order-Taking Type Organized Tour Contract concluded between the Company and a member of a credit card company affiliated with the Company (hereinafter referred to as the "Affiliated Company"), through means of communication such as telephone, mail, facsimile, or the Internet. Under such a contract, the Traveler agrees in advance that the payment or refund obligations arising from the Order-Taking Type Organized Tour Contract shall be settled in accordance with the card membership terms of the Affiliated Company after the due date, and that the payment of the Tour Price shall be made pursuant to the methods stipulated in Article 12(2), the latter clause of Article 16(1), and Article 19(2).

4 The term "Card Use Date" means the date on which the Traveler or the Company is obligated to make payment or refund of the Tour Price and related amounts under the Order-Taking Type Organized Tour Contract.

Article 3 Content of Tour Contract

The Company shall undertake to make arrangements and manage the itinerary so that the Traveler may receive Travel Services, such as transportation and accommodation provided by transportation and accommodation service providers, in accordance with the travel itinerary determined by the Company under the Order-Taking Type Organized Tour Contract.

Article 4 Business Agent

The Company may, in performing the Order-Taking Type Organized Tour Contract, entrust all or part of the arrangements to other travel agencies or agents engaged in such business, whether within or outside Japan, or to other sub-agents or auxiliary parties.

Chapter 2 - Execution of Contract

Article 5 Delivery of Planning Documents

1 When the Traveler requests the Company to make an application for a Order-Taking Type Organized Tour Contract, the Company shall, except in cases where operational circumstances prevent it, deliver to the Traveler a document (hereinafter referred to as the "Planning Document") describing the proposed travel itinerary, contents of the Travel Services, Tour Price, and other travel conditions in accordance with the request.

2 In the Planning Document, the Company may specify the amount of the handling fee related to the planning of the tour (hereinafter referred to as the "Planning Fee") as part of the breakdown of the Tour Price.

Article 6 Application for the Contract

1 A Traveler who wishes to apply for a Order-Taking Type Organized Tour Contract as described in the Planning Document of the preceding Article shall complete and submit to the Company the prescribed application form (hereinafter referred to as the "Application Form"), duly filled out with the required particulars, together with an application deposit in the amount separately specified by the Company.

2 Notwithstanding the preceding paragraph, in cases where the Traveler wishes to apply for a Communication Contract, the Traveler shall notify the Company of his/her membership number and other required information in lieu of submitting the application deposit.

3 Notwithstanding the preceding paragraph, in cases where the Traveler wishes to apply for a Communication Contract, the Traveler shall notify the Company of his/her membership number and other required information in lieu of submitting the application deposit.

4 Any Traveler requiring special arrangements in relation to participation in the Order-Taking Type Organized Tour shall notify the Company at the time of application. The Company shall, to the extent possible, endeavor to accommodate such requests.

5 Any additional expenses incurred by the Company in making special arrangements for the Traveler under the preceding paragraph shall be borne by the Traveler.

Article 7 Refusal of Contract Conclusion

The Company may refuse to conclude a Order-Taking Type Organized Tour Contract in any of the following cases:

- 1 When the Traveler may cause inconvenience to other Travelers or is likely to hinder the smooth operation of group activities;
- 2 When, in the case of a Communication Contract, the Traveler's credit card is invalid or the Traveler is unable to settle the payment obligations for the Tour Price, etc., in accordance with the card membership regulations of the Affiliated Company;
- 3 When the Traveler is deemed to be a member of an organized crime group, an associate member thereof, a related organization, or any other antisocial force;
- 4 When the Traveler makes violent or unreasonable demands upon the Company, uses threatening behavior or violence in connection with transactions, or commits acts equivalent thereto;
- 5 When the Traveler spreads rumors, uses fraud or force to damage the Company's credibility, or obstructs the Company's business; or
- 6 When, due to operational reasons, the Company reserves the right not to conclude the contract.

Article 8 Time of Contract Formation

- 1 The Order-Taking Type Organized Tour Contract shall be deemed to have been concluded when the Company accepts the conclusion of the contract and receives the application deposit set forth in Article 6(1).
- 2 Notwithstanding the preceding paragraph, in the case of a Communication Contract, the contract shall be deemed concluded when the notice of acceptance of the contract by the Company reaches the Traveler.

Article 9 Delivery of Contract Document

- 1 Promptly after the conclusion of the contract pursuant to the preceding Article, the Company shall deliver to the Traveler a document (hereinafter referred to as the "Contract Document") describing the travel itinerary, contents of Travel Services, Tour Price, other travel conditions, and matters concerning the Company's responsibilities.
- 2 If the amount of the Planning Fee is specified in the Planning Document under Article 5(2), the same shall be indicated in the Contract Document.
- 3 The scope of Travel Services for which the Company is obligated to arrange and manage the itinerary under the Order-Taking Type Organized Tour Contract shall be as stated in the Contract Document.

Article 10 Finalized Document

- 1 If, at the time of delivery of the Contract Document, the finalized travel itinerary or the names of the transportation or accommodation facilities cannot yet be determined, the Company shall specify in the Contract Document the names of the prospective accommodation facilities and major transportation facilities to be used, and shall, by the date stipulated in the Contract Document (no later than the day before the commencement of the tour, or, if the application is made within seven days prior to that date, by the commencement

date itself), deliver to the Traveler a document (hereinafter referred to as the “Finalized Document”) indicating the finalized details.

2 When the Traveler inquires about the status of arrangements before the delivery of the Finalized Document, the Company shall respond promptly and appropriately.

3 When the Finalized Document is delivered, the scope of the Travel Services to be arranged and managed by the Company shall be determined as specified in said document.

Article 11 Method of Utilizing Telecommunication Technology

1 With the prior consent of the Traveler, the Company may, in lieu of delivering the Planning Document, the Contract Document, or the Finalized Document, provide the information to be stated therein (hereinafter referred to as “Recorded Information”) through electronic communication means. In such cases, the Company shall confirm that the Recorded Information has been stored in a file accessible through the communication device used by the Traveler.

2 If the Traveler’s device is not equipped with a file storage function for such Recorded Information, the Company shall record the information in a file prepared on the Company’s device (exclusively for use by the Traveler) and confirm that the Traveler has viewed such information.

Article 12 Tour Price

1 The Traveler shall pay to the Company the Tour Price specified in the Contract Document by the date stated therein, prior to the commencement of the tour.

2 In the case of a Communication Contract, the Company shall receive payment of the Tour Price through the Traveler’s affiliated credit card without requiring a signature on the prescribed sales slip. The Card Use Date shall be deemed to be the date of contract formation.

Chapter 3 - Modification of the Contract

Article 13 Changes to Contract Terms

1 The Traveler may request the Company to modify the contents of the Order-Taking Type Organized Tour Contract (hereinafter referred to as the “Contract Terms”), including the travel itinerary and the contents of the Travel Services. In such cases, the Company shall make every effort to accommodate such requests within the scope of feasibility.

2 If, due to natural disasters, wars, riots, suspension of Travel Services by transportation or accommodation providers, orders by government authorities, provision of transportation services not based on the original operational plan, or any other event beyond the Company’s control, it becomes unavoidable in order to ensure the safe and smooth operation of the tour, the Company may change the Contract Terms after promptly explaining to the Traveler the reasons that such events are beyond the Company’s control and the causal relationship thereto.

However, in urgent cases, the Company may provide the explanation after making the change.

Article 14 Alteration of Tour Price

1 If, due to significant changes in the economic situation, the fares or charges applicable to transportation services to be used for the Order-Taking Type Organized Tour (hereinafter referred to as the "Applicable Fares and Charges") are increased or decreased to a degree substantially exceeding normal expectations compared with the rates validly published at the time the Planning Document was issued, the Company may increase or decrease the Tour Price within the range of such increase or decrease.

2 When the Company increases the Tour Price pursuant to the preceding paragraph, it shall notify the Traveler to that effect no later than the fifteenth day prior to the commencement of the tour.

3 If the Applicable Fares and Charges are reduced as stated in paragraph 1, the Company shall reduce the Tour Price by the corresponding amount.

4 If, as a result of a change in the Contract Terms pursuant to Article 13, the costs required to implement the tour increase or decrease (including cancellation charges, penalties, or any other costs already paid or to be paid for services not received due to such changes), the Company may change the Tour Price accordingly, except where such increase arises due to shortages of seats, rooms, or other facilities despite the Travel Services still being provided.

5 Where the Contract Document stipulates that the Tour Price varies depending on the number of participants utilizing transportation or accommodation facilities, and such number changes after the conclusion of the Contract for reasons not attributable to the Company, the Company may alter the Tour Price in accordance with the provisions stated in the Contract Document.

Article 15 Change of Traveler

1 A Traveler who has entered into a Order-Taking Type Organized Tour Contract with the Company may, with the consent of the Company, transfer his/her contractual position to a third party.

2 When requesting the Company's consent under the preceding paragraph, the Traveler shall fill out the prescribed form and submit it to the Company together with the prescribed handling fee.

3 The transfer of contractual status under paragraph 1 shall become effective upon the Company's consent. Thereafter, the third party who has succeeded to the contractual position shall assume all rights and obligations of the Traveler under the relevant Order-Taking Type Organized Tour Contract.

Chapter 4 - Termination of the Contract

Article 16 Traveler's Rights to Cancel the Contract

1 The Traveler may terminate the Order-Taking Type Organized Tour Contract at any time by paying to the Company the cancellation fee specified in Schedule I.

In the case of a Communication Contract, the Company shall collect the cancellation fee through the Traveler's affiliated credit card without requiring the Traveler's signature on the prescribed sales slip.

2 Notwithstanding the preceding paragraph, the Traveler may terminate the Contract prior to the commencement of the tour without paying a cancellation fee in any of the following cases:

- (1) When the Contract Terms have been changed by the Company, provided that such changes are material as listed in the upper column of Schedule II or of equivalent importance;
- (2) When the Tour Price has been increased pursuant to Article 14(1);
- (3) When, due to natural disasters, wars, riots, suspension of Travel Services by transportation or accommodation providers, orders by government authorities, or other causes, it becomes impossible or extremely likely to be impossible to ensure the safe and smooth execution of the tour;
- (4) When the Company fails to deliver the Finalized Document by the date specified in Article 10(1); or
- (5) When the execution of the tour in accordance with the itinerary specified in the Contract Document becomes impossible due to reasons attributable to the Company.

3 After commencement of the tour, if the Traveler is unable, for reasons not attributable to him/herself, to receive the Travel Services described in the Contract Document, or if the Company so notifies the Traveler, the Traveler may terminate the relevant portion of the Contract without paying a cancellation fee.

4 In the event of termination under the preceding paragraph, the Company shall refund to the Traveler the portion of the Tour Price corresponding to the Travel Services not received. However, if such termination is not attributable to the Company, the Company shall deduct from the refund any cancellation charges, penalties, or other costs already paid or to be paid in connection with such Travel Services.

Article 17 Right of Termination by the Company – Before Commencement of the Tour

1 The Company may terminate the Order-Taking Type Organized Tour Contract prior to the commencement of the tour by providing an explanation to the Traveler if any of the following circumstances arise:

- (1) When the Traveler is deemed incapable of participating in the tour due to illness, absence of necessary attendants, or other reasons;
- (2) When the Traveler is likely to cause inconvenience to other Travelers or hinder the smooth operation of the group activities;
- (3) When the Traveler demands a burden exceeding reasonable limits in connection with the Contract Terms;
- (4) When in a tour requiring certain natural conditions, such as sufficient snowfall for a ski tour, it becomes extremely likely that such conditions will not be fulfilled;
- (5) When, due to natural disasters, wars, riots, suspension of Travel Services, orders by government authorities, or other events beyond the Company's control, it becomes impossible or extremely likely to be impossible to conduct the tour safely and smoothly in accordance with the itinerary;
- (6) In the case of a Communication Contract, when the Traveler's credit card becomes invalid or the Traveler becomes unable to settle the payment obligations under the Affiliated Company's membership regulations; or
- (7) When it becomes evident that the Traveler falls under any of items (3) through (5) of Article 7.

2 If the Traveler fails to pay the Tour Price by the payment due date specified in the Contract Document pursuant to Article 12(1), the Traveler shall be deemed to have terminated the Contract on the following day. In such a case, the Traveler shall pay to the Company a penalty equivalent to the cancellation fee prescribed in Article 16(1).

Article 18 Right of Termination by the Company – After Commencement of the Tour

1 The Company may, even after commencement of the tour, terminate a portion of the Order-Taking Type Organized Tour Contract by explaining the reasons to the Traveler in any of the following cases:

(1) When the Traveler is unable to continue participating in the tour due to illness, absence of necessary attendants, or other reasons;

(2) When the Traveler disrupts the discipline of group activities and interferes with the safe and smooth operation of the tour through acts such as disobedience to instructions of the Company's escort or staff, or through violence or threats against them or other Travelers;

(3) When it becomes evident that the Traveler falls under any of items (3) through (5) of Article 7; or

(4) When, due to natural disasters, wars, riots, suspension of Travel Services, orders by government authorities, or other events beyond the Company's control, continuation of the tour becomes impossible.

2 In the event of termination under the preceding paragraph, the contractual relationship between the Company and the Traveler shall cease only for the future. The obligations of the Company concerning Travel Services already provided to the Traveler shall be deemed duly fulfilled.

3 In such cases, the Company shall refund to the Traveler the portion of the Tour Price corresponding to Travel Services not yet received, after deducting any cancellation charges, penalties, or other costs already paid or to be paid in connection therewith.

Article 19 Refund of Tour Price

1 When the Tour Price is reduced pursuant to Article 14(3) through (5), or when the Order-Taking Type Organized Tour Contract is terminated under any of the three preceding Articles, the Company shall refund the amount due to the Traveler within seven (7) days from the day following the termination (in the case of termination before the commencement of the tour), or within thirty (30) days from the day following the completion date of the tour stated in the Contract Document (in the case of a reduction or termination after the commencement of the tour).

2 In the case of a Communication Contract, if the Tour Price is reduced under Article 14(3) through (5), or if the contract is terminated under any of the three preceding Articles, the Company shall refund the corresponding amount to the Traveler in accordance with the Affiliated Company's card membership regulations. In such cases, the Company shall notify the Traveler of the refund amount within the same period stated in the preceding paragraph, and the date of such notification shall be deemed the Card Use Date.

3 The provisions of the preceding two paragraphs shall not preclude either the Traveler or the Company from claiming compensation for damages pursuant to Article 28 or Article 31(1).

Article 20 Arrangements for Return After Contract Termination

1 If the Company terminates the Order-Taking Type Organized Tour Contract after the commencement of the tour pursuant to Article 18(1)(i) or (iv), the Company shall, upon the Traveler's request, make necessary arrangements for the Traveler's return to the point of departure.

2 In such cases, all expenses required for the Traveler's return shall be borne by the Traveler.

Chapter 5 -Group and Party Contracts

Article 21 Group and Party Contracts

These provisions shall apply when multiple Travelers traveling on the same itinerary at the same time appoint a representative (hereinafter referred to as the "Contract Representative") and apply for a Order-Taking Type Organized Tour Contract with the Company.

Article 22 Contract Representative

1 Unless otherwise specially agreed upon, the Contract Representative shall be deemed to possess full authority to represent all Travelers constituting the group or party (hereinafter referred to as "Members") in all matters concerning the conclusion of the Order-Taking Type Organized Tour Contract.

All transactions and procedures concerning the tour shall be conducted between the Company and the Contract Representative.

2 The Contract Representative shall submit to the Company, by the date specified by the Company, a list of the Members.

3 The Company shall bear no responsibility whatsoever for any debts or obligations that the Contract Representative currently owes or may owe in the future to the Members.

4 If the Contract Representative does not accompany the group, the Company shall, after the commencement of the tour, deem as the Contract Representative the Member previously appointed by the Contract Representative.

Article 23 Special Provisions for Formation of Contract

1 Notwithstanding the provisions of Article 6(1), when the Company concludes a Order-Taking Type Organized Tour Contract with a Contract Representative, the Company may consent to the conclusion of the contract without receiving an application deposit.

2 In such cases, the Company shall deliver to the Contract Representative a document stating that the contract was concluded without receiving an application deposit, and the Contract shall be deemed to have been formed at the time when the Company delivers said document.

Chapter 6 - Itinerary Management

Article 24 Itinerary Management

The Company shall endeavor to ensure the safe and smooth operation of the tour and shall perform the following duties for the benefit of the Traveler.

However, if the Company has concluded a special agreement differing from the following, such agreement shall prevail.

1 When it is recognized that the Traveler may be unable to receive Travel Services during the tour, the Company shall take necessary measures to ensure that the Traveler can receive the Travel Services in accordance with the Order-Taking Type Organized Tour Contract.

2 If, despite taking such measures, it becomes unavoidable to alter the Contract Terms, the Company shall arrange substitute services.

In doing so, the Company shall endeavor to make the revised itinerary consistent with the purpose of the original itinerary, and to ensure that the revised Travel Services are equivalent to those originally planned, minimizing any necessary changes.

Article 25 Instructions by the Company

During the period from the commencement of the tour until its completion, the Traveler shall, when traveling as part of a group, follow the instructions of the Company necessary to ensure the safe and smooth execution of the tour.

Article 26 Duties of Tour Escorts and Others

1 Depending on the nature of the tour, the Company may assign a tour escort or other personnel to accompany the group to perform all or part of the duties set forth in the preceding Article and Article 24, as well as any other duties deemed necessary by the Company in connection with the Order-Taking Type Organized Tour.

2 The working hours of such tour escort or other personnel engaged in the duties referred to in the preceding paragraph shall, in principle, be between 8:00 a.m. and 8:00 p.m.

Article 27 Protective Measures

If, during the tour, the Company determines that the Traveler is in a condition requiring protection due to illness, injury, or other causes, the Company may take necessary measures.

If such measures are not attributable to the Company, the expenses incurred shall be borne by the Traveler, and the Traveler shall pay such expenses by the method and date designated by the Company.

Chapter 7 - Responsibility

Article 28 Responsibility of Our Company

1 If, in performing the Order-Taking Type Organized Tour Contract, the Company or any agent to whom the Company has entrusted arrangements pursuant to Article 4 (hereinafter referred to as the "Arrangement Agent") intentionally or negligently causes damage to the Traveler, the Company shall be liable to compensate the Traveler for such damage.

However, the Traveler must notify the Company of such damage within two (2) years from the day following the date on which the damage occurred.

2 The Company shall not be liable to compensate the Traveler for any damages arising from natural disasters, wars, riots, suspension of Travel Services by transportation or accommodation providers, orders by public authorities, or any other causes beyond the control of the Company or its Arrangement Agents, except as provided in the preceding paragraph.

3 Notwithstanding paragraph 1, for loss of or damage to baggage, the Company shall compensate the Traveler up to a maximum of JPY 150,000 per Traveler (except in cases of the Company's intent or gross negligence), provided that the Traveler notifies the Company of such damage within fourteen (14) days in the case of Domestic Travel, or twenty-one (21) days in the case of Overseas Travel, from the day following the date on which the damage occurred.

Article 29 Special Compensation

1 Irrespective of whether the Company bears liability under Article 28(1), the Company shall pay compensation and condolence money in predetermined amounts for certain damages to the life, body, or baggage of a Traveler incurred during participation in a Order-Taking Type Organized Tour, in accordance with the provisions of the Special Compensation Rules attached hereto.

2 When the Company is liable under Article 28(1) for damages described in the preceding paragraph, the amount of compensation payable by the Company under those provisions shall be deemed to constitute the compensation under the preceding paragraph, up to the limit of such liability.

3 In the case referred to in the preceding paragraph, the obligation of the Company to pay compensation under paragraph 1 shall be reduced by an amount equivalent to the damages payable under Article 28(1) (including compensation deemed as such).

4 If the Company conducts another Organized Tour (Recruitment Type) requiring a separate Tour Price for the same Travelers participating in a Order-Taking Type Organized Tour, such shall be treated as part of the content of the Order-Taking Type Organized Tour Contract.

Article 30 Itinerary Guarantee

1 When any material change occurs in the contents of the Order-Taking Type Organized Tour Contract as listed in the upper column of Schedule II, except for those changes listed in each of the following items (excluding cases where such changes arise due to shortages of seats, rooms, or other facilities even though the relevant transportation or accommodation provider continues to provide the Travel Service), the Company shall pay to the Traveler a Change Compensation amount not less than the percentage specified in the lower column of said schedule, multiplied by the Tour Price, within thirty (30) days from the day following the completion date of the tour.

However, this shall not apply where it is evident that the Company bears liability pursuant to the provisions of Article 28, paragraph 1, in respect of the relevant change.

a. Alterations due to the following causes:

- (1) Acts of God;
- (2) Acts of war ;
- (3) Civil commotion or riot ;

(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. Changes pertaining to the portion of the Order-Taking Type Organized Tour Contract modified pursuant to the provisions of Article 13, paragraph 1, and the portion of the contract terminated pursuant to the provisions of Articles 16 through 18.
2 The total amount of Change Compensation payable by the Company to any one Traveler for a single Order-Taking Type Organized Tour shall not exceed the amount obtained by multiplying the Tour Price by the rate prescribed by the Company, which shall not exceed fifteen percent (15%) of the Tour Price.
In addition, the Company shall not pay Change Compensation when the total amount payable to one Traveler for one Order-Taking Type Organized Tour is less than one thousand (1,000) yen.
3 If, after the Company has paid Change Compensation pursuant to paragraph 1, it becomes evident that the Company bears liability under Article 28, paragraph 1, for the relevant change, the Traveler shall return to the Company the amount of Change Compensation corresponding to that change.
In such case, the Company shall offset the amount of Change Compensation to be returned by the Traveler against the amount of damages payable under said paragraph, and shall pay the remaining balance, if any.

Article 31 Responsibility of the Traveler

1 If the Traveler causes damage to the Company intentionally or negligently, the Traveler shall compensate the Company for such damage.
2 In concluding an Order-Taking Type Organized Tour Contract, the Traveler shall make efforts to understand the rights and obligations and other contents of the Contract by utilizing information provided by the Company.
3 After commencement of the tour, if the Traveler recognizes that services different from those described in the Contract Document are being provided, the Traveler shall promptly report the discrepancy to the Company, its Arrangement Agent, or the relevant Travel Service provider at the tour location, to ensure smooth provision of services.

Chapter 8 - Business Security Deposit

Article 32 Compensation Business Guarantee Bonds

1 A Traveler or Member who has entered into a Order-Taking Type Organized Tour Contract with the Company may receive payment from the Business Security Deposit deposited by the Company in accordance with Article 7(1) of the Travel Agency Act of Japan, with respect to claims arising from such transactions.
2 The name and location of the depository where the business security deposit has been deposited are as follows:
Name: Tokyo Legal Affairs Bureau
Address: 1-1-15 Kudanminami, Chiyoda-ku, Tokyo

Chapter 9 Governing Language

Article 33 Governing Language

The governing language of this Travel Contract shall be Japanese. Only the Japanese original shall have the effect of a contract, and the English translation is made for reference purpose and shall have no effect.

Schedule I – Cancellation Fees (Article 16(1) Related)

1. For Domestic Travel

Category	Cancellation Fee
(1) In cases other than those listed below (only if the Planning Fee is specified in the Contract Document)	An amount equivalent to the Planning Fee
(2) Cancellation from the 20th day (10th day for day trips) prior to the commencement date up to the 8th day	Up to 20% of the Tour Price
(3) Cancellation from the 7th day prior to the commencement date up to the 2nd day	Up to 30% of the Tour Price
(4) Cancellation on the day before commencement	Up to 40% of the Tour Price
(5) Cancellation on the day of commencement (excluding (6) below)	Up to 50% of the Tour Price
(6) Cancellation after commencement or failure to show without notice	Up to 100% of the Tour Price

Note:

1. The specific cancellation fee amount shall be stated in the Contract Document.
2. “After commencement” refers to the time after the Traveler has started receiving the services, as defined in Article 2(3) of the Special Compensation Rules.

2. For Overseas Travel

Category	Cancellation Fee
(1) Contracts using aircraft for departure from or return to Japan (excluding chartered flights)	
(a) In cases other than those listed below (only if the Planning Fee is specified)	An amount equivalent to the Planning Fee
(b) Cancellation from the 30th day prior to commencement up to the 3rd day	Up to 20% of the Tour Price
(c) Cancellation within 2 days before commencement	Up to 50% of the Tour Price
(d) Cancellation after commencement or failure to show	Up to 100% of the Tour Price

(2) Contracts using chartered aircraft

(a) Cancellation from the 90th day prior to commencement (except (b)–(e))	An amount equivalent to the Planning Fee
(b) Cancellation from the 90th to 31st day before commencement	Up to 20% of the Tour Price
(c) Cancellation from the 30th to 21st day before commencement	Up to 50% of the Tour Price
(d) Cancellation from the 20th to 4th day before commencement	Up to 80% of the Tour Price

Schedule II – Change Compensation (Article 30(1) Related)

Change Requiring Compensation	Rate per Instance (%)
Change of departure or completion date	1.5 (before start) / 3.0 (after start)
Change of sightseeing destinations or facilities	1.0 / 2.0
Change to lower class or facility of transport	1.0 / 2.0
Change in type or name of transportation company	1.0 / 2.0
Change in domestic departure or arrival airport	1.0 / 2.0
Change of direct flight to connecting flight	1.0 / 2.0
Change in accommodation facility type or name	1.0 / 2.0
Change in room type, facilities, or view	1.0 / 2.0

Notes:

1. “Before commencement” means changes notified to the Traveler by the day before the tour; “after commencement” means those notified on or after the start date.
2. When a Finalized Document has been delivered, “Contract Document” shall be read as “Finalized Document.”
3. Each change per night or per transportation segment counts as one instance.
4. No compensation shall be paid for changes resulting in higher-grade services.
5. Multiple changes within the same segment or night count as one.

Rules of Special Indemnity

Chapter 1 - Payment of Indemnity, etc.

Article 1 Our Company's liability for Payment

1 If a traveler participating in our Organized Tour has suffered injuries to his/her body due to a sudden and extraneous accident (hereinafter referred to as the "Accident") while he/she is participating in the said Tour, we will pay to the traveler or his/her statutory heirs indemnity for death and for residual disability as well as a solatium for hospitalization and for hospital visits (hereinafter referred to as the "Indemnity, etc.") in accordance with the provisions contained in this Chapter 1 through Chapter 4.

2 The injuries referred to in the preceding paragraph include symptoms of poisoning which rapidly develop when toxic gases or poisonous materials are inhaled, absorbed or ingested from outside the body accidentally and at once(excluding the symptoms of poisoning which develop as a result of continuous inhalation, absorption or ingestion) , but do not include bacterial food poisoning.

Article 2 Definition of Terminology

In these Rules of Special Indemnity, "Organized Tour" shall mean those Tours defined in Article 2, paragraph 1 of the "Subscription Type Organized Tour Contract" Part and Tours defined in Article 2, paragraph 1 of the "Order-Taking Type Organized Tour Contract" Part in the Standard General Conditions of Travel Agency Business.

2 In these Rules of Special Indemnity, "While Participating in the Organized Tour" shall mean the period which commences at the time when the traveler starts receiving the services of the first transportation and accommodation facilities, etc. which are specified in the itinerary of the said Organized Tour offered by the tickets, etc. arranged by our Company beforehand with the purpose for the traveler to participate in the Organized Tour and ends at the time when the traveler finishes receiving the services of the last transportation and accommodation facilities, etc. However, if the traveler will leave the route of the Organized Tour specified beforehand and the said traveler has notified us beforehand of the scheduled dates and times that he/she will leave and return, the period of time from which he/she leaves until the time that he/she returns shall be considered, While Participating in the Organized Tour." On the other hand, if the said traveler leaves the said Organized Tour without notifying our Company in advance of the scheduled dates and times that he/she will leave and return, or the traveler leaves the Organized Tour without planning to return, the period of time from which he/she leaves until the time that he/she returns or the period after he/she leaves shall not be considered "While Participating in the Organized Tour."

Furthermore, if the itinerary of the said Organized Tour specifies any date upon which the traveler will not receive any service of transportation and accommodation facilities, etc. arranged by us (according to the standard time of the location that is being toured), and it is clearly described in the Contract Document to that effect, as well as that the indemnity and solatium for the damage suffered by the said traveler on the said date shall not be paid as provided in the Rules of Special Indemnity, the said date shall not be considered "While

Participating in the Organized Tour."

3 "The time when the traveler starts receiving the services" in the preceding paragraph shall mean one of the times in the following cases:

a. If our tour escort, our employee, or our Business Agent handles the reception, then at the time that such reception is completed.

b. If the reception in the preceding item will not be performed, then, if the first transportation and accommodation facilities, etc. is

(1) an aircraft, the time of completion of baggage inspections, etc. within the airport where only passengers are allowed to enter;

(2) a vessel , the time when boarding procedures are complete;

(3) a railroad, the time when ticket examination is completed or, where ticket examination is not conducted, the time when the traveler has boarded the relevant train;

(4) a vehicle, the time when the traveler has boarded the vehicle;

(5) an accommodation facility, the time when the traveler has entered such facility ; or

(6) a facility other than an accommodation facility, the time when the procedure to use the facility is completed.

4 "The time when the traveler finishes receiving the services" shall mean one of the times in the following cases:

a. If our tour escort, our employee, or our Business Agent announces the dismissal of the Organized Tour, the time when such an announcement has been made.

b. If the announcement of the dismissal as described in the preceding item is not conducted, then, if the last transportation and accommodation facilities, etc. is:

(1) an aircraft, the time when the traveler has exited the airport compound where only passengers are allowed to enter;

(2) a vessel , the time when the traveler has disembarked the vessel;

(3) a railroad, the time when ticket examination is finished or, where ticket examination is not conducted , the time when the traveler has disembarked the relevant train.

(4) a vehicle, the time when the traveler has exited the vehicle;

(5) an accommodation facility , the time when the traveler has exited the relevant facility; or

(6) a facility other than an accommodation facility, the time when the traveler has exited the relevant facility.

Chapter 2 - Cases where Indemnity, etc. is not Paid

Article 3 Cases where Indemnity, etc. is not Paid (1)

1 We will not pay any Indemnity, etc. in cases where the injuries occur from any one of the causes listed below:

a. Willful misconduct of the traveler, except for injuries caused to persons other than the relevant traveler ;

b. Willful misconduct of the person who is expected to receive the Indemnity for death, except that, where that person is a recipient of part of the said Indemnity for death, the amount to be received by any other recipient shall be excepted ;

c. Suicidal, criminal, or combative acts of the traveler, except for injuries suffered by persons other than the relevant traveler;

- d. Accidents caused while the traveler is driving an automobile or motorized bicycle without having the driving qualification required by the relevant laws or ordinances, or in a state incapable of normal driving such as under the influence of alcohol, except for injuries suffered by persons other than the relevant traveler ;
- e. Accidents caused because of the traveler intentionally breaking the law or accidents that occur while the traveler is receiving illegal services , except for damage suffered by persons other than the said traveler;
- f. Brain disease , illness or insanity of the traveler, except for injuries suffered by persons other than the relevant traveler;
- g. Pregnancy, childbirth, premature birth, or miscarriage, or surgical operations or other medical procedures of the traveler, except for treatment for injuries for which we are obligated to indemnify;
- h. Accidents occurring while the traveler is in custody, in jail, or undergoing execution of his/her criminal sentence ;
- i. War, use of force by a foreign power, revolution, coup, civil war, armed rebellion, or other incident or civil commotion similar to these (meaning, in these Special Indemnity Rules, the state of affairs, which is considered a serious situation from the perspective of maintenance of public order, whereby the peace of an entire country or a part thereof is seriously damaged by collective action by a mob or a large number of people);
- j. Accidents caused by the radioactivity , volatility or other hazardous characteristics or these characteristics of nuclear fuel material (including expended fuel , hereinafter to be interpreted likewise) or any object contaminated by nuclear fuel material (including atomic fission products);
- k. Ancillary accidents occurring with the events described in the preceding two items or accidents arising from the confusion of social order incidental to them ; or
- l. Exposure to radiation or radioactive contamination other than as described in item "j" above.

2 We will not pay any Indemnity, etc. for cervical syndrome (a so-called "whiplash injury") or lower-back pain without any objective symptoms, regardless of the cause.

Article 4 Cases where Indemnity, etc. is not Paid (2)

In the case of an Organized Tour for the purpose of a Domestic Trip, in addition to the causes listed in the preceding Article, we will not pay any Indemnity, etc. for injuries occurring from the causes listed in the following items:

- a. an Earthquake, volcanic eruption or tsunami; or
- b. Ancillary accidents occurring with the events described in the preceding item or accidents arising from the confusion of social order incidental to them.

Article 5 Cases where Indemnity, etc. is not Paid (3)

We will not pay any Indemnity, etc. for the injuries listed in the following items unless any act by the traveler described in each item below is included in the itinerary of the Organized Tour determined by us beforehand. However, if the act described in each item below is included in the said Tour itinerary, we will pay indemnity for injuries suffered due to a similar act while the traveler is participating in the Organized Tour not included in the itinerary:

- a. Injuries occurring while the traveler is engaged in the activities designated in Schedule I;
- b. Injuries occurring while the traveler is engaged in a match, race, show (including training

in all cases) or a test run (which means driving or steering with the purpose of a performance test) by driving an automobile or motorized bicycle or steering a motor boat. However, we will pay Indemnity, etc. for the injuries occurring while the traveler is doing these things on Article 4 (Cases where Indemnity, etc. is not Paid (2)) Article 5 (Cases where Indemnity, etc. is not Paid (3)) the road by using an automobile or motorized bicycle even if they are not included in the itinerary of the Organized Tour; or

c. Injuries suffered while the traveler is piloting an aircraft other than one flying on a course designated by an air transportation company (regardless of whether or not it is a regular flight).

Article 5-2 Cases where Indemnity, etc. is not Paid (4)

We may not pay any Indemnity, etc. in the case that the traveler or the person to receive the Indemnity for death has any attribute falling under any of the following items. However, where that person is a recipient of part of the said Indemnity for death, then the amount to be received by any other recipient shall be excepted.

- a. If it is recognized that the traveler falls under the category of a crime syndicate, a gang member an associate gang member, a company related to a crime syndicate, or any other antisocial force (hereinafter referred to as Antisocial Forces");
- b. If it is recognized that the traveler is involved in providing funds, etc. or providing convenience etc. to Antisocial Forces;
- c. If it is recognized that the traveler unjustly uses Antisocial Forces; or
- d. If it is recognized that the traveler has a socially condemnable relationship with Antisocial Forces.

Chapter 3 - Types of Indemnity, Etc. and Amounts Payable

Article 6 Payment of Indemnity for Death

If the traveler has suffered an injury as described in Article 1 and died as a direct result of that injury within 180 days from the day of the accident, for each traveler, we will pay to the statutory heirs of the traveler indemnity for death in the amount of ¥25 million in the case of an Organized Tour for the purpose of an Overseas Trip and in the amount of ¥15 million in the case of an Organized Tour for the purpose of a Domestic Trip (hereinafter referred to as the, "Indemnity Amount"). If, however, the indemnity for residual disability has already been paid to the said traveler, we will pay the balance remaining after deducting such indemnity paid from the Indemnity Amount due.

Article 7 Payment of Indemnity for Residual Disability

1 If the traveler has suffered an injury as described in Article 1 and developed a residual disability as a direct result of that injury within 180 days from the day of the accident (which means serious functional disability or the loss of part of the body which remains in the body and is not recoverable in the future, and where the injury that caused this disability or loss has been healed; hereinafter to be interpreted likewise), for each traveler, we will pay

indemnity for residual disability in the amount reached by multiplying the Indemnity Amount by the percentage listed in each item in Schedule II.

2 Notwithstanding the provision of the preceding paragraph, if the traveler is in a condition still requiring treatment even after a lapse of 180 days from the day of the accident, we will pay indemnity for residual disability after identifying the extent of the residual disability based on the diagnosis of a physician as of the 181st day from the day of the accident.

3 As for any residual disability not listed in the respective items in Schedule II, we will determine the payable amount of indemnity for residual disability according to the extent of Chapter 3 - Types of Indemnity, Etc. and Amounts Payable Article 6 (Payment of Indemnity for Death) Article 5-2 (Cases where Indemnity, etc. is not Paid (4)) Article 7 (Payment of Indemnity for Residual Disability) the physical disability and pursuant to the classification of the respective items in Schedule II, regardless of the occupation, age, social status, etc. of the traveler. However, if the functional disability of the disability is not as serious as those listed in 1 (3), 1 (4), 2 (3), 4 (4), and 5 (2) of Schedule II, we will not pay indemnity for residual disability.

4 If two or more types of residual disability are caused by the same accident, we will pay the total amount of indemnity by applying the preceding three paragraphs to each of those. However, for the residual disability of upper limbs (arms and hands) or lower limbs (legs and feet) as described in 7, 8, and 9 of Schedule II, the maximum amount payable by us for indemnity for residual disability will be limited to 60% of the Indemnity Amount for each limb.

5 To one traveler for each Organized Tour, the maximum amount payable by us for residual disability under each of the preceding paragraphs shall be the amount of the Indemnity Amount.

Article 8 Payment of Solatium for Hospitalization

1 If the traveler has suffered an injury as described in Article 1, and, as a direct result, has become unable to engage in normal work or to lead a normal life, and has been hospitalized (meaning that, treatment by a physician is required, and the patient is hospitalized at a hospital or clinic, because treatment at home, etc. is difficult, to concentrate on treatment under the physician's constant care. Hereinafter to be interpreted likewise in this Article), we will pay a solatium for hospitalization according to the number of days (hereinafter referred to as "Hospitalization Days") hospitalized under the following classification:

a. In the case of an Organized Tour for the purpose of an Overseas Trip:

(1) Where the traveler has suffered injury requiring 180 or more Hospitalization Days: ¥400,000;

(2) Where the traveler has suffered injury requiring 90 or more but less than 180 Hospitalization Days: ¥200,000;

(3) Where the traveler has suffered injury requiring 7 or more but less than 90 Hospitalization Days: ¥100,000; or

(4) Where the traveler has suffered injury requiring less than 7 Hospitalization Days: ¥40,000

b. In the case of an Organized Tour for the purpose of a Domestic Trip:

(1) Where the traveler has suffered injury requiring 180 or more Hospitalization Days: ¥200,000;

(2) Where the traveler has suffered injury requiring 90 or more but less than 180 Hospitalization Days: ¥100,000;

(3) Where the traveler has suffered injury requiring 7 or more but less than 90 Hospitalization Days: ¥50,000; or

(4) Where the traveler has suffered injury requiring less than 7 Hospitalization Days: ¥20,000

2 Even when the traveler is not hospitalized, if any one of the items listed in Schedule III applies to the traveler, and the traveler has received treatment by a physician, the period during which the traveler is under such conditions shall be considered Hospitalization Days when applying the provisions of the preceding paragraph.

3 If we are to pay either a combination of a solatium for hospitalization and indemnity for death or a solatium for hospitalization and indemnity of residual disability for one traveler, we will pay the total amount of either combination.

Article 9 Payment of a Solatium for Hospital Visits

1 If the traveler has suffered an injury as described in Article 1, and, as a direct result, has experienced difficulty in engaging in normal work or leading a normal life, and has needed to visit a hospital (which means that because treatment by a physician is necessary, the patient visits a hospital or clinic to receive treatment by a physician (including house visits by a physician). Hereinafter to be interpreted likewise in this Article), and the number of days spent for such hospital visits (hereinafter referred to as "Visit Days") is equal to or greater than 3 days, we will pay to the traveler a solatium for hospital visits for the said number of days in accordance with the following classification:

a. In the case of an Organized Tour for the purpose of an Overseas Trip:

(1) Where the traveler has suffered injury requiring 90 or more Visit Days: ¥100,000;

(2) Where the traveler has suffered injury requiring 7 or more but less than 90 Visit Days: ¥50,000; or

(3) Where the traveler has suffered injury requiring 3 or more but less than 7 Visit Days: ¥20,000.

b. In the case of an Organized Tour for the purpose of a Domestic Trip:

(1) Where the traveler has suffered injury requiring 90 or more Visit Days: ¥50,000;

(2) Where the traveler has suffered injury requiring 7 or more but less than 90 Visit Days: ¥25,000; or

(3) Where the traveler has suffered injury requiring 3 or more but less than 7 Visit Days: ¥10,000.

2 Even if the traveler does not visit a hospital, when we recognize that the traveler has experienced considerable difficulty in engaging in normal work or leading a normal life because of a plaster cast, etc. being attached continuously to the part of his/her body suffering from an injury, such as a bone fracture, under the instruction of a physician, the period under such conditions shall be considered Visit Days when applying the provisions of the preceding paragraph.

3 We will not pay for a solatium for hospital visits for the traveler to visit a hospital after the injury of the traveler has healed to such an extent to not prevent the traveler from engaging in normal work or leading a normal life.

4 Under no circumstances will we pay a solatium for hospital visits for the traveler to visit a hospital after the lapse of 180 days from the day of the accident.

5 If we are to pay either a combination of a solatium for hospital visits and indemnity for death or a solatium for hospital visits and indemnity for residual disability for one traveler, we will pay the total amount of either combination.

Article 10 Special Rules Concerning Payment of a Solatium for Hospitalization and a Solatium for Hospital Visits

Notwithstanding the provisions of the preceding two Articles, if Hospitalization Days and Visit Days are each equal to or greater than one day for a traveler, among the solatium described in each of the following items, we will only pay that with a larger amount (if both amounts are the same, the solatium described in (1)):

(1) A solatium for hospitalization that we should pay for the number of such Hospitalization Days.

(2) A solatium for hospital visits that we should pay for the number of days deemed Visit Days calculated by adding the number of such Hospitalization Days to the number of such Visit Days (excluding the days for which we should pay a solatium for hospitalization).

Article 11 Presumption of Death

If the traveler is not found even after the lapse of 30 days after the aircraft or vessel which the traveler had boarded has been missing or was subject to a disaster, the traveler will be presumed dead due to the injury as described in Article 1 on the day when the aircraft or vessel was found missing or subject to a disaster.

Article 12 Influence of Other Physical Disabilities or Illnesses

If the injury described in Article 1 has become more serious due to the influence of a physical disability or illness which had already existed when the traveler suffered the injury described in Article 1 or due to the influence of an injury or illness which has occurred independent of the accident causing the said injury after the said traveler has suffered the injury described in Article 1, we will determine and pay the amount to be paid without such influences.

Chapter 4 - Occurrence of Accident and Procedures to Request Payment of Indemnity, etc.

Article 13 Request for Explanation, etc. Concerning Extent of Injuries, etc.

1 If the traveler has suffered an injury described in Article 1, we may request that the traveler or the person to receive the Indemnity for death explain the extent of the injury, provide an overview of the accident leading to the said injury, or request a medical examination of his/her body or a postmortem examination of his/her dead body. In this case, the traveler or the person to receive the Indemnity for death will be required to cooperate with these requests.

2 If the traveler or the person to receive the Indemnity for death has suffered an injury described in Article 1 due to causes unknown to us, the traveler or the person to receive the Indemnity for death shall report to us the extent of the injury, and an overview, etc. of the accident leading to the said injury within 30 days from the day of the said accident.

3 If the traveler or the person to receive the Indemnity for death has violated the provisions of the preceding two paragraphs, or has failed to inform us of the facts known to them in the explanation or report required or has given a false statement, without a valid reason that

we will recognize, we will not pay any Indemnity, etc.

Article 14 Request for Payment of Indemnity, etc.)

1 When the traveler or the person to receive the Indemnity for death wishes to receive payment of Indemnity, etc., he/she will be required to submit a bill requesting payment of Indemnity, etc.

on the form designated by us and the following documents:

a. Claiming payment of indemnity for death :

(1) Copy of the deceased traveler's family register and a copy of the statutory heir's family register and a certificate of seal impression;

(2) Certificate of the accident issued by a public agency (or by a third party under unavoidable circumstances); and

(3) Death certificate or postmortem certificate of the traveler.

b. Claiming payment of indemnity for residual disability:

(1) Certificate of seal impression of the traveler ;

(2) Certificate of the accident issued by a public agency (or by a third party under unavoidable circumstances) ; and

(3) Physician's statement certifying the extent of the residual disability.

c. Claiming payment of a solatium for hospitalization:

(1) Certificate of the accident issued by a public agency (or by a third party under unavoidable circumstances);

(2) Physician's statement certifying the extent of the residual disability; and

(3) Certifying documents issued by the hospital or clinic certifying the Hospitalization Days or Visit Days.

d. Claiming payment of a solatium for hospital visits:

(1) Certificate of the accident issued by a public agency (or by a third party under unavoidable circumstances) ;

(2) Physician's statement certifying the extent of the injury; and

(3) Certifying documents issued by the hospital or clinic certifying the Hospitalization Days or Visit Days.

2 There are cases where we require the submission of documents other than those listed in the preceding paragraph, or where we allow for the omission of part of the documents to be submitted under the preceding paragraph.

3 Where the traveler or the person to receive the Indemnity for death has violated the provisions of paragraph 1, or has failed to inform us of the facts known to them concerning the documents to be submitted or has given a false statement, we will not pay any Indemnity, etc.

Article 15 Subrogation

Even when we have paid Indemnity, etc., the rights held by the traveler or his/her statutory heir to claim compensatory damages from a third party for the injury suffered by the traveler will not be transferred to us.

Chapter 5 - Indemnity for Damage to Personal Belongings

Article 16 Our Company's Responsibility to Pay

If the traveler participating in the Organized Tour being implemented by our Company happens to have his /her personal belongings (hereinafter referred to as "Compensable Goods") damaged accidentally while the said traveler is participating in the said Organized Tour, we will pay indemnity for damage to personal belongings (hereinafter referred to as "Indemnity for Damage").

Article 17 Cases Where Indemnity for Damage is not Paid (1)

1 We will not pay any Indemnity for Damage for the damage resulting from the causes listed in each of the following items:

- a. Willful misconduct of the traveler, except for damages suffered by persons other than the said traveler;
- b. Willful misconduct of a relative belonging to the same household as that of the said traveler, unless his/her intention is to let the said traveler receive the Indemnity for Damage;
- c. Suicidal, criminal or combative acts of the traveler, except for damages suffered by persons other than the said traveler ;
- d. Accidents caused while the traveler is driving an automobile or motorized bicycle without having the driving qualification required by the relevant laws or ordinances or in a state incapable of normal driving such as under the influence of alcohol, except in the case of damages suffered by persons other than the said traveler;
- e. Accidents caused because of the traveler intentionally breaking the law or accidents that occur while the traveler is receiving illegal services, except for damage suffered by persons other than the said traveler;
- f. Exercise of public authority by the State or public institutions, such as confiscation , requisition, seizure, and demolition, except when such exercise has been done as necessary measures for fire extinction or evacuation;
- g. Defects in the Compensable Goods , except for defects that the traveler or the person taking care of the Compensable Goods on behalf of the traveler has not been able to detect even with considerable caution;
- h. Ordinary wear and tear, rust, mold, discoloration, damage by rats, vermiculation, etc. of the Compensable Goods;
- i. Mere external damage which does not disable the function of the Compensable Goods;
- j. Spill of liquid, which is the Compensable Goods, except for damage caused to other Compensable Goods as a result;
- k. Misplacement or loss of Compensable Goods; or
- l. Causes listed in Article 3, paragraph 1, items 9 through 12.

2 In the case of an Organized Tour for the purpose of a Domestic Trip, in addition to the provisions of the preceding paragraph, we will not pay any Indemnity for Damage for damage resulting from the causes described in each of the following items:

- a. an Earthquake , volcanic eruption or tsunami ; or
- b. Ancillary accidents occurring with the events described in the preceding item or accidents arising from the confusion of social order incidental to them.

Article 17-2 Cases Where Indemnity for Damage is not Paid (2)

1 We may not pay any Indemnity for Damage if the traveler has any reasons falling under any of the following items:

- a. If it is recognized that the traveler falls under the category of Antisocial Forces;
- b. If it is recognized that the traveler is involved in providing funds, etc. or providing convenience, etc. to Antisocial Forces;
- c. If it is recognized that the traveler unjustly uses Antisocial Forces;
- d. Where the traveler is a legal entity, if it is recognized that Antisocial Forces control the entity or are substantially engaged in its operation; or
- e. If it is recognized that the traveler has a socially condemnable relationship with Antisocial Forces.

Article 18 Compensable Goods and Its Scope

1 The Compensable Goods will be limited to the personal belongings owned and carried by the traveler while participating in the Organized Tour.

2 Notwithstanding the provision of the preceding paragraph, any item listed in the following items shall not be included in Compensable Goods:

- a. Cash, checks and other securities, documentary stamps, postage stamps, and the like
- b. Credit cards, coupons, airline tickets, passports and the like
- c. Manuscripts, specifications, designs, ledgers, and the like (including those recorded on recording media which can be directly processed by information equipment (computers and their peripherals such as terminals) such as magnetic tapes, magnetic disks, CD-ROMs, optical discs, etc.)
- d. Vessels (including yachts, motorboats and boats) and automobiles, motorized bicycles and their accessories
- e. Mountain climbing equipment, expedition equipment and the like
- f. Dentures, artificial limbs, contact lenses and the like
- g. Animals and plants
- h. Other items specified by our Company beforehand

Article 19 Amount of Damages and Amount of Indemnity Payable

1 The amount of damages for which Indemnity for Damage is payable by us (hereinafter referred to as the "Amount of Damages") shall be determined on the basis of either the price of the Compensable Goods at the place and time when the damage was caused or the total amount of the repair fees required to restore the Compensable Goods to the state immediately preceding the occurrence of the damage plus the amount described in the next Article, paragraph 3, whichever is less.

2 Where the Amount of Damages for one item or one pair of the Compensable Goods exceeds ¥100,000, we will consider the Amount of Damages of the Compensable Goods to be ¥100,000 and apply the provision of the preceding paragraph.

3 The maximum amount of Indemnity for Damage payable by us shall be ¥150,000 per traveler per Organized Tour. However, if the Amount of Damages for a traveler does not exceed ¥3,000 for an accident, we will not pay any Indemnity for Damage.

Article 20 Prevention of Damage, etc.

1 When the traveler has learned that damage has occurred to the Compensable Goods as provided in Article 16, he/she must implement the following measures:

- a. Make efforts to prevent and reduce the damage ;
- b. Inform our Company without delay of the extent of the damage, an overview of the accident causing the damage , and whether the Compensable Goods damaged are subject to an insurance contract or not; and
- c. If the traveler is entitled to receive indemnity for damage from others, take necessary procedures to exercise his/her right.

2 When the traveler has violated the preceding paragraph, item a, without justifiable cause, we will regard the balance remaining after deducting the amount considered preventable and reducible as the amount of damages, and when the traveler has violated the same paragraph, item b, we will not pay any Indemnity for Damage. Also, where the traveler has violated the same paragraph, item c, we will regard the balance remaining after deducting the amount considered receivable by exercising his/her right to obtain such an amount as the amount of damages .

3 We will pay the following expenses:

- a. Expenses paid which we consider necessary or useful to prevent and reduce the damage prescribed in paragraph 1, item a; and
- b. Expenses required to take the procedures prescribed in paragraph 1, item c.

Article 21 Request for Payment of Indemnity for Damage

1 When the traveler wishes to receive the Indemnity for Damage, he/she will be required to submit to us a bill requesting payment of the Indemnity for Damage on the form designated by us as well as the following documents:

- a. Certificate of the accident issued by the police or an alternative third party;
- b. Documents to certify the extent of the damage caused on the Compensable Goods ; and
- c. Other documents requested by us.

2 If the traveler has violated the provisions of the preceding paragraph, has knowingly made an untrue description on the documents submitted to us, or has forged or falsified those documents (to be considered likewise if he/she has had a third party commit these acts), we will not pay any Indemnity for Damage.

Article 22 In Cases Where There is an Insurance Contract

If there exists an insurance contract which is due to pay insurance money for the damage described in Article 16, we may reduce the amount of Indemnity for Damage payable by us.

Article 23 Subrogation

If the traveler has the right to claim compensatory damages against a third party for the Indemnity for Damage for which we are responsible to pay, such a right to claim compensatory damages shall be transferred to us within the limit of the amount of the Indemnity for Damage that we have paid to the traveler.

Schedule I (related to Article 5, item a) Arranged Tour Contract Part

Mountain climbing (which requires mountain climbing equipment such as ice axes, crampons, ropes, hammers), lugging, bobsledding, skydiving, hang gliding, operating an ultra-light motorized plane (such as motorized hang gliders , micro-light planes, and ultra-light planes), flying a gyro plane, and other dangerous activities similar to these.

Schedule II (Related to Article 7, paragraph 1, paragraph 3, and paragraph 4)

1. Disorder of the Eyes (1) When the eyesight of both eyes has been lost. (2) When the eyesight of one eye has been lost. (3) When the corrected eyesight of one eye has become 0.6 or less. (4) When the visual field of one eye has come to suffer from constriction (meaning where the visual field has become 60% or less of the total of the angle of the normal visual field).	100% 60% 5% 5%
2. Disorder of the Ears (1) When the hearing of both ears has been lost completely. (2) When the hearing of one ear has been lost completely. (3) When the hearing of one ear is not good enough to comprehend a normal speaking voice at a distance of 50 cm or more.	80% 30% 5%
3. Disorder of the Nose (1) When a significant disorder has been left in the function of the nose.	20%
4. Disorder of Mastication and Speech (1) When the function of mastication and speech has been lost completely. (2) When a significant disorder has been left in the function of mastication and speech. (3) When a disorder has been left in the function of mastication and speech. (4) When 5 or more teeth have been chipped and lost.	100% 35% 15% 5%
5. Deformities of Exterior Appearance (meaning the face, head and neck) (1) When significant deformation has been left on the exterior appearance. (2) When deformation has been left on the exterior appearance (meaning such deformation as a cicatrix of 2cm in diameter, or a linear cicatrix of 3cm long).	15% 3%
6. Disorder of the Vertebral Column (1) When a significant deformation or a significant disorder of movement has been left on the vertebral column. (2) When a disorder of movement has been left on the vertebral column. (3) When a deformation has been left on the vertebral column.	40% 30% 15%

7. Disorder of the Arm (the wrist joint and above) or the Leg (the ankle joint and above) (1) When one arm or one leg has been lost. (2) When the function of two or three joints of the three major joints in an arm or leg has been lost completely. (3) When the function of one joint of the three major joints in an arm or leg has been lost completely. (4) When a disorder has been left in the function of one arm or one leg.	60% 50% 35% 5%
8. Disorder of the Fingers (1) When the thumb of one hand has been lost at or above the knuckle (interphalangeal joint). (2) When a significant disorder has been left in the function of the thumb of one hand. (3) When one of the fingers other than the thumb has been lost at or above the second knuckle (distal interphalangeal joint). (4) When a significant disorder has been left in the function of one of the fingers other than the thumb.	20% 15% 8% 5%
9. Disorder of Toes (1) When the first toe of one leg has been lost at or above the toe (interphalangeal joint). (2) When a significant disorder has been left in the function of the first toe of one leg. (3) When one of the toes other than the first toe has been lost at or above the second toe joint (distal interphalangeal joint). (4) When a significant disorder has been left in the function of one of the toes other than the first toe.	10% 8% 5% 3%
10. In other cases where the traveler is not able to take care of himself / herself for the rest of his/her life due to the significant disorder of his / her body.	100%
Note: The word "above" used in the provisions of items 7 through 9 means the part of the body closer to the heart from the joint concerned.	

Schedule III (Related to Article 8, paragraph 2)

- 1 The corrected eyesight of both eyes has fallen to 0.06 or below.
- 2 The function of mastication and speech has been lost.
- 3 The hearing of both ears has been lost.
- 4 The function of all the joints of both upper limbs at or above the wrist joint have been lost.
- 5 The function of one lower limb has been lost.
- 6 Due to disorders of the internal organs in the chest and abdomen, the coordination of the body
is limited mainly to routine actions at home, such as eating and washing the face.
- 7 Due to disorders of the nervous system or mind, the coordination of the body is limited
mainly to routine actions at home, such as eating and washing the face.
- 8 Due to a coexisting disorder and other disorders of the above-mentioned parts of the body,
the coordination of the body is limited mainly to routine actions at home, such as eating and

washing the face.

Note: The word "above" used in the provision of item 4 means the part of the body closer to the heart from the joint concerned.