

## Travel Conditions (Domestic Agent-Organized Travel)

### 1: Significance of these Travel Conditions

These Travel Conditions comprise part of the terms of transaction stipulated in Article 12-4 of the Travel Agency Act, and the contract specifying services rendered for travel and other matters as stated in Article 12-5 of the same law.

### 2: Agent-Organized Travel Contract

(1) This travel is planned and operated by KAMORI KANKO CO., LTD. (Address: Kamori Bldg. 3, Kita 4-jo, Nishi 4-chome, Chuo-ku, Sapporo, Hokkaido; Travel Agency Registration: No. 2-559 by commission of the Hokkaido Governor) (hereinafter referred to as the "Company"), and Customers participating in such travel will conclude an Agent-Organized Travel Contract (hereinafter referred to as the "Travel Contract") with the Company.

(2) The Company hereby accepts to provide travel arrangements and undertake itinerary management to ensure that Customers are able to receive transport, accommodation, and other travel-related services (hereinafter referred to as the "Travel Services") rendered by transportation, accommodation, and other facilities in accordance with the travel itinerary stipulated by the Company.

(3) The terms and conditions of the Travel Contract shall conform to the website, brochures, these Travel Conditions, the finalized documents provided to the Customer prior to departure (hereinafter referred to as the "Final Travel Itinerary"), and the Agent-Organized Travel Contract section of the travel agency stipulations of the Company (hereinafter referred to as the "Company Stipulations").

### 3: Application for Travel and Conclusion of Contract

(1) Customers are requested to complete the designated areas of the Company's travel application form at the Company or an entrusted sales office (hereinafter referred to as the "Company, et al.") and submit it along with the application fee for each course as indicated on the website, brochure, etc. The application fee shall be applied to the total travel costs when payment of travel costs is made. The Travel Contract shall be concluded at the time the Company, et al. has authorized the agreement and the application fee has been received.

(2) The Company, et al. may accept reservation requests for the Travel Contract via telephone, postal mail, facsimile, or other means of communication. In such cases, the contract will not be concluded at the time of the reservation, and the Customer will be required to submit an application form and to pay the application fee within 3 days commencing on the date following the day when the Company, et al. gives notice of their authorization of the Customer's reservation. If the Customer fails to submit an application form and pay the application fee within this period, the Company, et al. shall deem that no application has been made.

(3) The Travel Contract will be concluded at the time the Company, et al. receives the application fee as stipulated in (2) above in the case of application by telephone or, in the case of application by mail or facsimile, after payment of the application fee has been made and the Company, et al. has given notice of their authorization of a Travel Contract with the Customer. Furthermore, even in cases where application is made by telephone, postal mail, facsimile, or other means of communication, contracts concluded by correspondence will be concluded in accordance with the provisions of Section 24(3).

(4) When an application for travel is received by the Company, et al. from a contracting party as the representative for travelers comprised of an organization or group, such party shall have full authority of representation regarding the conclusion and termination of contracts.

(5) The contracting party must submit a list of the names of the members comprising their group to the Company, et al. by a date of its choosing.

(6) The Company, et al. shall be in no way responsible for any liabilities or obligations presently borne or predicted to be borne in the future by the contracting party to the members comprising their group.

(7) In cases where the contracting party will not be traveling with the group, the Company, et al. shall deem a member of the group that has been selected by the contracting party in advance to act as the contracting party after travel has commenced.

(8) If the Travel Contract cannot be concluded immediately at the time of application due to the unavailability of reservations, lack of occupancy, or any other reason, the Company, et al. may place a Customer on a waiting list upon receiving their approval and confirming a deadline (this status will be hereinafter referred to as "on a waiting list"). In such cases, the Company, et al. will register the Customer on a waiting list and make efforts to ensure the Customer can make a reservation. The Company, et al. will also request payment of the application fee in these cases. (Registration on a waiting list does not guarantee that a reservation will be completed.) However, if the Customer requests to deregister from a waiting list before the Company, et al. gives notice that a reservation has become available, or if the reservation ends up being unavailable during the waitlist period, the Company, et al. will reimburse the full amount of the application fee already paid.

(9) In cases when a Customer is placed on a waiting list as stipulated in (8) above, the contract shall be concluded when the Company, et al. has given notice to the Customer that a reservation has become available.

#### 4: Application Requirements

(1) The Company, et al. may refuse an application if any one of the Customer's age, qualifications, skills, or other conditions do not conform to those designated by the Company for travel aimed at specific customer categories or for specific travel purposes.

(2) In such cases as stipulated in the previous section, the Company will generally contact the Customer within 1 week from the date of application when such contact is necessary.

(3) Anyone with a chronic illness, currently suffering poor health, or who is pregnant, physically handicapped, or otherwise requires special care is requested to state so at the time of their application for travel. The Company will respond to such special needs to the extent that it is both possible and reasonable. In such cases, any and all expenses required for special measures taken by the Company upon request of a Customer shall be borne by the Customer.

(4) The Customer may be required to submit a doctor's note in such cases as stipulated in (3) above. In addition, for the sake of safe and smooth implementation of the travel, the Customer may be required to be accompanied by a caretaker or escort, changes may be made to a portion of the course, a less demanding travel plan may be recommended, or the Company may refuse the application.

(5) In such cases as stipulated in (3) above, the Company will generally contact the Customer within 1 week from the date of application when such contact is necessary.

(6) If the Company determines that an examination or medical treatment by a doctor is necessary for a Customer due to illness, bodily injury, or any other reason during travel, the Company will take necessary measures in order to secure smooth implementation of the travel. Any and all expenses required for such measures will be borne by the Customer.

(7) As a general rule, free activities at the convenience of the Customer are not permitted. However, depending on the course, free activities may be permitted with separate conditions.

(8) If the Company determines that a Customer is likely to cause a nuisance to other Customers or to impede smooth implementation of group activities, his/her application may be rejected.

(9) Aside from the above, the Company may decline to accept applications for business-related reasons.

#### 5: Delivery of Contract Document and Final Travel Itinerary

(1) Immediately after the conclusion of the Travel Contract, the Company, et al. will deliver to the Customer documents describing the travel itinerary, contents of the Travel Services, and other travel terms and conditions as well as the Company's responsibilities. The contract documents will be comprised of the website or brochure, these Travel Conditions, and other materials.

(2) As a supplement to the contract documents in (1) above, the Company will deliver to the Customer the Final Travel Itinerary describing finalized information such as the time and place of meeting, and the transportation and accommodation facilities to be used no later than the day before the date on which travel is to be commenced. However, if the application was made within 7 days prior to the date on which travel is to be commenced, the Final Travel Itinerary may be delivered on the date on which travel is to be commenced.

#### 6: Payment of Travel Costs

(1) Travel costs must be paid before the 13th day in advance of the date on which travel is to be commenced. If the application was made within 13 days

prior to the date on which travel is to be commenced, travel costs must be paid before a date specified by the Company, et al.

(2) Even in cases where the Company and the Customer do not conclude a contract by correspondence as provided for in Section 24, if the Customer is a card member of an affiliated credit card company and has given his/her approval, payment of the travel costs (including the application fee and items displayed as additional costs), the cancellation fee and penalty charge stipulated in Section 14, the additional costs stipulated in Section 10, and the transfer fee stipulated in Section 13 may be made without his/her signature using such affiliated company's card. Furthermore, unless the Customer requests otherwise, the date of use for such card shall be the date on which the Customer has given approval.

#### 7: About Travel Costs

- (1) Unless otherwise noted, travel costs shall be the adult rate.
- (2) If travel costs include a separate rate for children, it will be applied with explicit indication of travel terms and conditions, travel cost criteria, and other details. Furthermore, unless otherwise noted, the rate for children shall apply to individuals between the ages of 6 and 11 years old.
- (3) Travel costs are displayed separately for each course. Please confirm your travel costs using your departure date and the number of travelers in your party.
- (4) "Travel costs" are calculated on the basis of the amounts of "application fee" stipulated in Section 3, "cancellation fee" stipulated in Section 14(1), "penalty charge" stipulated in Section 14(3), and "compensation for change" stipulated in Section 23. "Travel costs" shown on advertisements, brochures, and the website are calculated by adding the "amount indicated as travel costs" to the "amount indicated as additional costs" and subtracting any "amount indicated as a discount".

#### 8: Fees Included in Travel Costs

- (1) Fares and charges for transportation facilities used (unless otherwise noted, economy class or second class cabin), accommodation fees, expenses for meals, admission fees, entrance fees, and consumption and other taxes expressly indicated in the itinerary.
- (2) Expenses for tour conductor on courses featuring a tour conductor and a gratuity for group activities.
- (3) Other fees whose inclusion is indicated on brochures, the website, etc.
- (4) As a general rule, the above costs will not be refunded even if a portion of the travel went unused at the Customer's preference.

#### 9: Fees Not Included in Travel Costs

Any expenses other than those set out in (1) through (4) above will not be included in travel costs. Some examples of such expenses include:

- (1) Excess baggage charges (for portions exceeding a particular weight, volume, or number)

- (2) Airport charges (unless expressly indicated on the website or brochure)
- (3) Cleaning costs, telegram/telephone charges, or any other expenses of a personal nature such as additional food or drink and any accompanying taxes and service charges
- (4) Charges for optional tours (small tours available for a separate fee) for interested Customers only
- (5) Additional fares or charges imposed by transportation facilities (e.g., fuel surcharges)
- (6) Transportation and accommodation costs between a Customer's home and their departure/arrival destinations

#### 10: Additional Costs

"Additional costs" as indicated in Section 7(4) refers to the following costs.  
(Unless otherwise indicated in advance as being included in the "travel costs".)

- (1) Additional costs for the use of superior hotel or room type facilities given a name such as "Upgrade Plan" by the Company on the website, brochure, or other materials.
- (2) Differential costs for upgrading from a plan without meals to a plan with meals, etc.
- (3) Additional costs for an extended stay at a hotel given a name such as "Extended Stay Plan" by the Company on the website, brochure, or other materials.
- (4) The difference in fare required to change the class of airline or train seat or ship cabin given a name such as "Super Seat Add-on Fee" or "Green Car Add-on Fee" by the Company on the website, brochure, or other materials.
- (5) Any other items given the name "XXXX Add-on Fee" on the website, brochure, or other materials (such as a Direct Check-in Add-on Fee or additional costs in cases where the ability to specify a preferred airline is indicated on the brochure, etc.).

#### 11: Change of Travel Contract Content

- (1) Even after the conclusion of the Travel Contract, if a natural disaster, war, riot, suspension of Travel Services provided by transportation and/or accommodation facilities, order of government authority, provision of transportation services inconsistent with the original travel schedule, or any other event that is beyond the control of the Company occurs, and in cases where it is unavoidable to secure the safe and smooth implementation of travel, the Company may provide immediate and advance explanation to the Customer of the reason why such event is beyond the control of the Company and about its consequences, and may change the content of the travel itinerary and Travel Services. However, in unavoidable circumstances such as in the case of an emergency, the Company may provide an explanation after making such changes.

## 12: Change of Travel Costs Amount

After the conclusion of the Travel Contract, the Company shall make no changes to the amount of travel costs, additional costs, or discounts except for in the following cases:

- (1) If the fares or charges for transportation facilities to be used are amended to a large extent that is beyond normal expectations, as a result of significant changes in economic circumstances, etc., the travel costs will be adjusted to the extent of the difference arising out of such amendment. However, if the travel costs will increase as a result of such change, the Company will give notice to the Customer within 15 days prior to the day on which travel is to be commenced.
- (2) If the applicable fares and charges stipulated in (1) above significantly decrease, the Company will reduce the travel costs by the difference arising out of such change.
- (3) If the expenses required for implementation of travel decrease as a result of changes in the contents of travel, the Company will reduce the travel costs by the difference arising out of such change.
- (4) If the contents of travel are changed under Section 11 and if expenses required for implementation of travel (including cancellation fees, penalty charges, and any other expenses that have already been paid or must still be paid for Travel Services not received as a result of changes to the content of such contract) increase, the Company will adjust the travel costs by the difference arising out of such change, except for cases in which such changes are due to the unavailability of seats, rooms, or other transportation or accommodation facilities at which services are still being provided.
- (5) In cases where the fact that travel costs vary depending on the staff size of the transportation or accommodation facility is indicated on the website, brochure, etc., and the size of such staff changes due to circumstances attributable to the Company after the conclusion of the Travel Contract, the Company will adjust the travel costs to the extent indicated in the contract documents.

## 13: Change of Customer

- (1) The Customer may transfer their contractual status to another person with the approval of the Company. However, in such cases, the Customer is required to complete and submit the predetermined form to the Company. At this time, the Customer must pay a predetermined amount as a fee required for such change. (If airline or other tickets have already been issued, the Customer may also be billed separately to have such tickets reissued.) In addition, the transfer of contractual status shall come into effect at the time the Company approves such transfer and, from that point on, the person who has taken over such status under the Travel Contract shall inherit all rights and obligations held thereunder. Furthermore, the Company may refuse a change in Customer due to reasons such as the transportation or accommodation facilities to be used being unable to handle traveler changes.

#### 14: Cancellation Fee

- (1) If a Customer cancels their travel for personal reasons after the conclusion of the Travel Contract, he/she must pay the cancellation fee indicated on the website or brochure and any remaining participants must pay the difference arising from the change in the number of people staying in each room.
- (2) For cancellations due to reasons related to the handling of loans for which the Company is not liable, the predetermined cancellation fee must also be paid.
- (3) If payment of the travel costs is not made before the deadline, the Company may determine that the Customer has terminated the Travel Contract as of the day following such deadline and impose a penalty charge equivalent to the cancellation fee.
- (4) Any change in departure date or changes to any portion of the transportation or accommodation facilities at the Customer's convenience shall be considered as a cancellation of the entire travel and the predetermined cancellation fee will be collected.

#### 15: Pre-departure Termination

##### A: Customer's Right to Terminate

- (1) The Customer may at any time terminate the Travel Contract by paying the cancellation fee indicated for each course on the website and brochure. However, requests for contract termination must be made within the business hours of the office at which the application was made.
- (2) Should any of the following items apply, the Customer may terminate the Travel Contract without paying the cancellation fee.
  - a. The content of the Travel Contract is changed; provided that such changes apply to the items listed in the left-hand column of the table of Section 23 or to another important section of the contract.
  - b. The travel costs are increased under Section 12(1).
  - c. Safe and smooth implementation of the travel becomes impossible, or is extremely likely to become impossible, due to the occurrence of a natural disaster, war, riot, suspension of Travel Services provided by transportation and/or accommodation facilities, order of government authority, or any other event.
  - d. The Company has failed to deliver the Final Travel Itinerary indicated in Section 5(2) by the date stipulated in the same section.
  - e. The implementation of travel in accordance with the travel itinerary indicated on the website and brochure becomes impossible due to reasons attributable to the Company.
- (3) If the Travel Contract is terminated under A(1) of this section, the Company will refund any already collected travel costs (or application fees) after deducting the predetermined cancellation fee. If the amount of the cancellation fee exceeds that of the application fee, the Customer is required to pay the difference. In addition, if the Travel Contract is terminated under A(2) of this section, the full amount of any already collected travel costs (or application fees) will be refunded.

## B: Company's Right to Terminate

(1) If the Customer fails to pay the travel costs before the deadline stipulated in Section 6, the Company may terminate the Travel Contract. In such case, the Customer will be required to pay the penalty charge equivalent to the cancellation fee as stipulated in A(1) of this section.

(2) Should any of the following apply, the Company may terminate the Travel Contract.

- a. It is found that the Customer does not satisfy the requirements for travel participation, including, but not limited to, sex, age, qualifications, or skill.
- b. It is determined that the Customer is unable to endure such travel due to illness, absence of necessary caretaker, or any other reason.
- c. It is determined that the Customer is likely to cause nuisance to other Customers or to impede the smooth implementation of group activities.
- d. The Customer has demanded that the Company bear an unreasonable burden with regard to the contract content.
- e. The number of Customers is less than the minimum number of participants indicated on the website or brochure. In such case, notice of travel cancellation will be given 13 days prior to the day on which travel was to be commenced (3 days prior in the case of a same-day trip).
- f. Conditions for travel implementation are unfulfilled, or are extremely likely to be unfulfilled, such as in the case of a lack of snowfall on travel for the purpose of skiing.
- g. Safe and smooth implementation of the travel in accordance with the travel itinerary indicated on the brochure becomes impossible, or is extremely likely to become impossible, due to the occurrence of a natural disaster, war, riot, suspension of Travel Services provided by transportation and/or accommodation facilities, order of government authority, or any other event that is beyond the control of the Company.

(3) If the Travel Contract is terminated under B(1) of this section, the Company will refund any already collected travel costs (or application fees) after deducting the predetermined penalty charge. In addition, if the Travel Contract is terminated under B(2) of this section, the full amount of any already collected travel costs (or application fees) will be refunded.

## 16: Post-departure Termination

### A: Customer's Right to Terminate

(1) If the Customer separates from the group during travel for personal reasons, the Customer will be deemed to have waived his/her rights and the Company will not refund any payment.

(2) If any Travel Services indicated in the brochure become unavailable due to reasons not attributable to the Customer, the Customer may terminate the



part of the contract concerning the unavailable Travel Services without paying the cancellation fee.

(3) In the case of A (2) under this section, the Company will refund to the traveler, from out of the travel costs, the amount concerning such unavailable Travel Service. However, if such unavailability is not due to reasons attributable to the Company, the Company will refund the amount after deducting the cancellation fee, penalty charge, or any expenses that have already been paid or must still be paid for Travel Services.

#### B: Company's Right to Terminate

(1) In the following cases, the Company may partially terminate the Travel Contract after providing explanation to the Customer in advance.

- a. It is determined that the Customer is unable to continue such travel due to illness, absence of necessary caretaker, or any other reason.
- b. The Customer violates the instructions of a tour conductor or other individual given in order to ensure safe and smooth implementation of the travel, or if the Customer disrupts group activities and impedes the safe and smooth implementation of such travel through violent behavior or threats against a tour conductor or fellow traveler.
- c. It becomes impossible to continue the travel due to the occurrence of a natural disaster, war, riot, suspension of Travel Services provided by transportation and/or accommodation facilities, order of government authority, or any other event beyond the control of the Company.

#### C: Effect of Termination and Refunds

(1) In the event the Travel Contract is terminated by the Company due to any reason set out in B (1) under this section, any cancellation fee, penalty charge, or any other expenses already paid or that must still be paid to a provider of Travel Services whose service is not provided because of contract cancellation shall be the burden of the Customer. In such case, the Company will refund to the Customer, from the travel costs, the portion relevant to the Travel Services that were not provided after deducting the cancellation fee, penalty charge, or other items paid or payable thereafter by the Company to the provider of Travel Services.

(2) If the Company terminates the Travel Contract in accordance with a. and c. of B (1) under this section, the Company will, upon request of the Customer, make the necessary arrangements for the Customer to return to their point of departure, at the expense of the Customer.

(3) If the Company terminates the Travel Contract in accordance with the provisions of B (1) under this section, the contractual relationship between the Company and the Customer will cease to exist from that time forward and will not have retroactive effect. The Company shall be deemed to have effectively performed its obligation for Travel Services already provided to the Customer.

## 17: Refund of Travel Costs

- (1) In cases where "the travel costs are reduced in accordance with the provisions of Section 2(2), (3), or (5)" or "the Travel Contract is terminated in accordance with the provisions of Sections 14-16 by either the Customer or the Company", and an amount of refund is due to the Customer, the Company will pay such amount to the Customer within a 7-day period commencing on the day following the date of termination, in the case of refunds resulting from a pre-departure termination of the Travel Contract, or within a 30-day period commencing on the day following the date on which travel is to be completed as indicated on the website or brochure, in the case of refunds resulting from a reduction in travel costs or a post-departure termination of the Travel Contract.
- (2) Under the provisions of Section 19(Liability of the Company) and/or Section 21(Liability of the Customer), the provisions of (1) above shall not interfere with execution of the right to seek compensation for damages by the Customer or the Company.
- (3) The Customer should request a refund from the office at which the application was made within 1 month from the date of departure.
- (4) For refunds in cases where coupons or other like items have been handed over to the Customer, such coupons or other like items must be returned. If such coupons or other like items are not received, a refund of the travel costs may not be possible.

## 18: Tour Conductor

- (1) In the case of courses for which the company of a tour conductor is indicated, a tour conductor will accompany travelers for the entirety of the trip. The tour conductor will generally perform the services necessary to ensure smooth implementation of the schedule as stipulated in the contract documents. Travelers are required to comply with tour conductor instructions for safety reasons and to ensure smooth implementation of the schedule during travel. In principle, the service hours of the tour conductor shall be from 8:00 AM to 8:00 PM.
- (2) In the case of courses for which the company of a local tour conductor is indicated, a local tour conductor will generally accompany travelers from their arrival at the destination until their departure from said destination. The duties of a local tour conductor shall conform to those of a tour conductor stipulated in (1) above.
- (3) In the case of courses for which the guidance of a local attendant is indicated, while a tour conductor will not be provided, a local attendant will perform the necessary services to ensure smooth travel.
- (4) Individual-type plans do not include the company of a tour conductor or other guide. Customers will be provided with the necessary coupons or other like items for receiving Travel Services and are required to go through the procedures to receive such Travel Services on their own.
- (5) When cancelling travel on short notice due to the suspension of transportation or other services, or for reasons of personal convenience, the Customer is requested to contact the agency. If it is not possible to contact the

agency due to it being a holiday or outside of business hours, the Customer is requested to contact and handle cancellation procedures with the facilities (hotels, transportation facilities, etc.) providing Travel Services yet to be used on their own. Furthermore, please note that failure to provide such contact and complete such cancellation procedures will be deemed to be a waiver of one's rights and no refund will be receivable in such cases.

(6) In the event that a change in service contents is necessitated due to reasons such as inclement weather during intervals unaccompanied by a local tour conductor or during those not serviced by local attendants, the Customer is required to handle any arrangements or necessary procedures for any alternate services on their own.

#### 19: Liability of the Company

(1) If the Company or an individual who is entrusted to make arrangements on its behalf, in their performance of the Agent-Organized Travel Contract, causes the Customer to incur damages, either intentionally or by negligence, the Company will compensate the Customer for such damages suffered; provided, however, that notice is provided to the Company within 2 years from the day following the date such damages were incurred.

(2) If the Customer suffers damage due to reasons such as those listed below, the Company will generally not be obligated to the liability under (1) above.

- i. Natural disaster, war, riot, or any changes to the travel itinerary or suspensions of travel arising from such events
- ii. Damages incurred as a result of an accident or fire involving transportation and/or accommodation facilities, etc.
- iii. Suspension of services provided by transportation and/or accommodation facilities or any changes to the travel itinerary or suspensions of travel arising from such events
- iv. Order of government authority, quarantine due to infectious disease, or any changes to the travel itinerary or suspensions of travel arising from such events
- v. Accidents that occur during free activities
- vi. Food poisoning
- vii. Theft
- viii. Delays, interruptions, schedule changes, route changes, etc. of transportation facilities or any changes to the travel itinerary or reduction in time spent at the destination as a result of such events

(3) Notwithstanding the provisions of (1) above stipulating the period for the Customer to make notification of damages, the Company will make compensation for such damages set forth in (1) above in connection to baggage; provided, however, that a request is made to the Company within 14 days from the day following the date on which such damages were incurred. However, regardless of the amount of such damages, the amount of compensation provided by the Company shall not exceed JPY150,000 per traveler (except in cases where there is intent or gross negligence on behalf of the Company).

## 20: Special Indemnity

(1) Regardless of whether the liability of the Company set forth in (1) of the previous section arises or not, and in accordance with the special indemnity provisions of the Company Stipulations, the Company will pay a death benefit (JPY15,000,000), a residual disability benefit (up to JPY15,000,000), a consolatory payment for hospitalization (between JPY20,000 and JPY200,000), or a consolatory payment for outpatient treatment (between JPY10,000 and JPY50,000) for certain damages to his/her life or body, or a compensatory payment (up to JPY100,000 per bag and a maximum of JPY150,000 per traveler) for damages to baggage, caused by an accidental and sudden happening of external origin during his/her participation in the agent-organized travel.

(2) Notwithstanding the provisions of (1) above, days on which no Travel Services included in the agent-organized travel arranged by the Company are provided shall not be considered as being "during participation in the agent-organized travel"; provided, however, that express indication of such is made on the website or brochure.

(3) If the damage suffered by the Customer during his/her participation in agent-organized travel is caused by a willful act of the Customer, driving under the influence of alcohol, illness, etc. or other cases not included in the agent-organized travel such as skydiving, hang-gliding, boarding ultralight-powered aircraft (including motorized hang-gliders, microlight aircraft, and ultralight aircraft), boarding gyroplanes, or any accident occurring during other dangerous activities similar thereto during periods of free activity, the Company will not pay the compensatory and/or consolatory payments set forth in (1) above; provided, however, that if such activities are included in the agent-organized travel itinerary, this clause will not apply.

(4) The Company will not pay a compensatory payment for cash, securities, credit cards, coupons, airline tickets, passports, licenses, visas, deposit/savings certificates (including passbooks and ATM cards), various forms of data or other equivalent items, contact lenses, or other items stipulated in the Company Stipulations as being ineligible for compensation.

(5) Even in such cases where the Company is obligated to pay compensation under (1) above and also obligated to pay the compensation for damages under the preceding section, if either of the obligations is performed, then both obligations will be deemed to have been performed to the extent of the amount of the performed obligation.

## 21: Liability of the Customer

(1) If the Company incurs damages as a result of an intentional, negligent, illegal, or any other act contrary to public order and morals on behalf of the Customer, or due to the Customer's failure to adhere to the provisions of the Company Stipulations, the Company may seek compensation for such damages from the Customer.

(2) Upon concluding the Agent-Organized Travel Contract with the Company, the Customer must endeavor to utilize the information provided by the

Company to understand their rights and obligations, as well as any other content included in the Agent-Organized Travel Contract.

(3) In order to ensure smooth provision of the Travel Services as indicated in the contract documents after such travel has commenced, if at any time the Customer perceives that he/she is furnished Travel Services which fall short of those stated in such contract documents, her/she is requested to promptly notify the tour conductor, intermediary, local guide, the provider of such Travel Services, or the office at which the application was made from their travel destination.

(4) The Company may take necessary measures in cases where it has deemed a Customer to be in need of care due to illness, bodily injury, etc. during travel. In such cases, if the reason for such necessity is not attributable to the Company, any expenses required for such measures will be borne by the Customer, and he/she will be required to make payment of such expenses no later than the date designated by the Company and through a method of its choosing.

(5) If the Customer has lost coupons or other like items, any fares or fees imposed by transportation facilities in accordance with the reissuance of such coupons or other like items shall be borne by the Customer. The amount of any such fares or fees shall be those set by the transportation facility.

## 22: Optional Tours and/or Provision of Information

(1) With regard to the application of Section 20 (Special Indemnity) to agent-organized travel which is organized and implemented by the Company and is aimed at Customers of the Company who are currently participating in agent-organized travel, and for which a separate participation fee is collected (hereinafter referred to as "Company Optional Tours"), the Company will treat it as part of the main Agent-Organized Travel Content. Company Optional Tours will be expressly indicated as such by "Organizer: KAMORI KANKO CO., LTD." on the website, brochure, etc.

(2) When the carrier for an optional tour is expressly indicated on the website or brochure as being different than the Company, the Company will pay any compensatory or consolatory payments as provided for under Section 20 (Special Indemnity) for any damages stipulated under the same section that are incurred by the Customer during their participation in such optional tour (However, this shall not apply in cases where the date of such optional tour falls on a "day for which no arrangements have been made" in relation to the main agent-organized travel and such fact has been indicated on the brochure or finalized documents.). Additionally, the liabilities of both the carrier of such optional tour and the Customer shall be as set by such carrier.

(3) When indicating available sports or other activities on the website, brochures, and other like materials for "informational purposes only", the Company will expressly indicate to that effect. In such cases, while the special indemnity provisions of Section 20 shall apply to any damages incurred by the Customer during such available sports or other activities (with the exception of cases where the date of such optional tour falls on a "day for which no arrangements have been made" in relation to the main agent-organized travel

and such fact has been indicated on the brochure or finalized documents), the Company will not bear any other liability.

### 23: Guarantee of Itinerary

(1) In the event that any significant changes are made to the contract content, as indicated in the left-hand column of the following table (excluding those changes provided for in (2), (3), and (4) below), the Company will pay a compensation for change, which is the amount of the "travel costs" as stipulated in Section 7 multiplied by the rate indicated in the right-hand column of the table below, within a 30-day period commencing on the day following the date on which travel is to be completed. However, if the Company is clearly liable for such change under the provisions of Section 19 (1), the Company will pay such amount as all or part of the compensation for damages, and not as a compensation for change.

(2) In the case of change resulting from any of the reasons set out below, the Company will not pay a compensation for change. (However, in cases where such changes are due to the unavailability of seats, rooms, or other transportation or accommodation facilities at which services are still being provided, a compensation for change will be paid.)

- a. Inclement weather or natural disaster that interferes with the travel itinerary
- b. War
- c. Riot
- d. Order of government authority
- e. Suspension of Travel Services provided by transportation and/or accommodation facilities such as cancellation, interruption, or suspension of service
- f. Provision of transportation service which is inconsistent with the original travel schedule, such as delays, schedule changes, etc.
- g. Necessary measures to protect the life and/or bodies of travel participants

(3) In the case of changes pertaining to the portion of the Travel Contract terminated under the provisions of Sections 15 and 16, the Company will not pay a compensation for change.

(4) Even if the order in which Travel Services are to be provided as described on the website or brochure is changed, if the Customer is able to receive such provision of Travel Services during their travel, the Company will not pay a compensation for change.

(5) Notwithstanding the provisions of (1) above, the amount of compensation for change payable by the Company under a single Travel Contract shall not exceed the amount of "travel costs" stipulated in Section 7 multiplied by 15%. Additionally, if the amount of compensation for change payable to a single person under a single Travel Contract is less than JPY1,000, the Company will not pay a compensation for change.

(6) With the consent of the Customer, the Company may make compensation for any change or damages by providing goods or services of a commensurate value in place of a monetary payment.

Amount of compensation for change = travel costs × rate per 1 change		
Change for which compensation for change is payable by the Company	If the Customer is notified by the day before departure date	If the Customer is notified after departure date
(1) Change of travel departure or completion dates indicated on the website, brochure, or finalized documents	1.5%	3.0%
(2) Change of tourist destinations, sightseeing facilities (including restaurants), or any other destinations indicated on the website, brochure, or finalized documents	1.0%	2.0%
(3) Change of the transportation facility class or equipment used to that of a lower price than what is indicated on the website, brochure, or finalized documents (provided, however, that the total price of such change in class and/or equipment results in a lower price those indicated on the brochure or finalized documents.)	1.0%	2.0%
(4) Change of the type or name of the transportation facility indicated on the website, brochure, or finalized documents	1.0%	2.0%
(5) Change of flights from the domestic departure airport or arrival airport indicated on the website, brochure, or finalized documents	1.0%	2.0%
(6) Change of direct international flight indicated on the website, brochure, or finalized documents to a connecting flight or indirect flight	1.0%	2.0%
(7) Change of the type or name of the accommodation facility indicated on the website, brochure, or finalized documents	1.0%	2.0%
(8) Change in room conditions such as room type, amenities, view, etc. of the accommodation facilities indicated on the	1.0%	2.0%

website, brochure, or finalized documents		
(9) Out of the changes in (1) through (8) above, a change of items described in a tour title indicated on the website, brochure, or finalized documents	2.5%	5.0%

Note 1: In the case of changes between the contents of the website and brochure and those of the finalized documents, or changes between the contents of the finalized documents and those of the Travel Services actually provided, such changes shall be treated as 1 change.

Note 2: In the case of changes described in (9), the rates for (9) will be applied, not the rates for (1) through (8).

Note 3: "1 change" shall refer to one change per ride in the case of transportation facilities, one change per night in the case of accommodation facilities, or one change per applicable item in the case of any other Travel Services.

Note 4: Even in cases where the changes described in (4), (7), and (8) occur more than once per ride or per night, such changes per ride or per night shall be treat as 1 change.

Note 5: In cases where the transportation facilities described in (3) and (4) are associated with the use of accommodation facilities, they shall be treated as 1 change per night.

Note 6: The change of transport facility name described in (4) and of accommodation facility name described in (7) refer to a change of the transport or accommodation facilities themselves.

Note 7: The change of transport facility name described in (4) does not apply in cases where such change results in a change to more expensive classes or equipment.

#### 24: Travel Conditions for Contracts Concluded by Correspondence

(1) The Company, et al. may accept applications of travel from a Customer who is the holder of a credit card (hereinafter referred to as a "Cardholder") issued by the Company or one of the credit card companies affiliated with the Company (hereinafter referred to as an "Affiliated Company") provided that "payment of travel costs, cancellation fees, and any other fees due is made without the signature of the Cardholder" (hereinafter referred to as "Contract by Correspondence"). Travel conditions for Contract by Correspondence differ from the normal travel conditions in the following ways.

(This service may not be available at all entrusted travel agencies. The type of cards accepted may also vary depending on the entrusted travel agency.)



(2) The "Day of Card Use" described herein refers to the day on which the Customer or the Company must fulfill its obligation to pay or refund the travel costs, etc. in accordance with the Travel Contract.

(3) At the time of application, the Customer must provide their membership number (credit card number), card expiration date, etc. to the Company, et al.

(4) Travel Contracts concluded in the form of Contract by Correspondence shall come into effect at the time the Company, et al. issues notification of Travel Contract approval, in cases where such notification is made by telephone or postal mail, or at the time such notification is delivered to the Customer, if it is provided by the Company, et al. via electronic mail or other means of electronic acceptance notification.

(5) The Company, et al. will receive payment for the "amount of travel costs indicated on the website or brochure" or the "cancellation fee stipulated in Section 14" from the card issued by the Affiliated Company without the signature of the Cardholder on the payment form. In such cases, the Day of Card Use for such travel costs shall be the "day of contract completion".

(6) Upon receiving a request for contract termination, the Company, et al. will refund the travel costs minus the cancellation fee within a period of 7 days (or 30 days in the case of post-departure termination or cost reduction) commencing on the day after the date on which such request was received serving as the Day of Card Use.

(7) If payment cannot be made using the credit card held by the Cardholder for credit reasons, the Company, et al. will terminate the Contract by Correspondence and request payment of a penalty charge equivalent to the cancellation fee stipulated in Section 14 (1). However, this shall not apply in cases where payment is received for the travel costs in cash by a date separately specified by the Company, et al.

## 25: Enrollment in Domestic Traveler Insurance

(1) Injury during travel may result in considerable medical expenses, transportation costs, or other expenses. Furthermore, in the case of an accident, the reality is that it is incredibly difficult to file a claim for damages and seek compensation from the perpetrator. In order to secure the payment for these medical expenses, transportation costs, or in the case of death or residual disability, the Customer is encouraged to enroll in a domestic travel insurance plan with a sufficient amount of coverage. For details, please ask a staff member.

## 26: Handling of Personal Information

(1) Other than for the purpose of facilitating communication with the Customer, the Company, et al. shall only use personal information provided by such Customer on his/her application form at the time he/she applied for travel to the extent necessary for arranging the Travel Services pertaining to such travel. Additionally, the Company, et al. may also use the Customer's personal information for the following purposes:

- i. Informing the Customer about products, services, or campaigns provided by the Company, et al. and affiliated companies

- ii. Receiving feedback and/or comments from the Customer after their travel
  - iii. Requesting that the Customer complete a questionnaire
  - iv. Providing service-related perks
  - v. Compiling statistical materials
- (2) Usage of a Customer's personal information held by the Company, et al. between the Company, et al. and their group companies shall be kept to the minimum amount necessary for the purpose of contacting such Customer, i.e. their name, address, telephone number, email address, etc.
- (3) Such group companies may use this information to inform the Customer about their business, to simplify the Customer's application, to inform the Customer about upcoming events, or to ship products purchased to the Customer. Furthermore, to see the names of the group companies with joint access to Customers' personal information and those which handle the management of personal data, please refer to the official homepage of KAMORI KANKO CO., LTD.

#### 27: Reference for Travel Conditions and Travel Costs

- (1) The reference date for these Travel Conditions and the reference date for the travel costs shall be the date expressly indicated on the website or brochure.

#### 28: Miscellaneous

- (1) Any expenses related to a Customer requesting that a tour conductor, etc. conduct a personal tour, personal shopping spree, or other personal activity, any expenses associated with the occurrence of an injury to or illness of the Customer, any expenses pertaining to the loss of baggage due to negligence on the part of the Customer or the recovery of lost property, and any expenses required for the arrangement of separate free activities shall be borne by the Customer.
- (2) The Company may introduce the Customer to souvenir shops or other shops for their convenience. In such cases, the Customer shall be liable for any purchases made.
- (3) Please be aware that, in cases where the Customer has consented to a system in which an airline, at its own discretion, may request that the Customer board a flight other than that which he/she is scheduled to board (a "Flex-traveler System"), and such Customer ends up boarding an airplane other than that which was arranged by the Company, the Company shall be deemed to have performed its obligations with regard to providing travel arrangements and itinerary management and shall not be held responsible for any liability pertaining to itinerary guarantees or special indemnity for such changed portions.
- (4) In no event shall the Company re-implement the travel.
- (5) In some cases, the Customer may be eligible to receive airline mileage for their participation in agent-organized travel arranged by the Company, et al. However, any inquiries related to such mileage services or any requests for registration, etc. should be directed to the relevant airline. In addition, the

Company shall not be held responsible for the provisions of Section 19(1) and/or Section 23 (1) in the event of a change in airline used.

(6) Please note that, as a general rule, various taxes such as consumption tax will apply to any additional alcoholic beverages, food, or other services added by the Customer while staying at an inn, hotel, or other accommodation facility.

Travel Agency Registration No. 2-559 by commission of the Hokkaido Governor  
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