

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

Article 1 Significance of Statement of Terms and Conditions

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

Article 2 Agreement regarding Participation in Agent-Organized Tour

- (1) This tour is organized and implemented by Sora-no-sato (hereinafter referred to as "the Company). The Customer is entering into an agreement with the Company regarding participation in an agent-organized tour (hereinafter referred to as the "Tour Participation Agreement").
- (2) The terms and conditions applicable to the Tour Participation Agreement are those set forth in the pertinent web information and brochure, this Statement of Travel Terms and Conditions, the written confirmation referred to as the Final Travel Itinerary which is to be furnished to the Customer prior to departure (hereinafter referred to as the "Final Travel Itinerary") and the provisions contained in the Company's General Terms and Conditions regarding Agent-Organized Tour Participation Agreements (hereinafter referred to as the "Company's General Terms and Conditions").

Article 3 Tour Participation Requests and Formation of Binding Agreement

- (1) Customers interested in signing up for the tour should submit the required information to the Company or one of its sales agencies (hereinafter collectively referred to as "the Company or its Sales Agency") along with a deposit in the amount indicated in the pertinent web information or brochure. The deposit shall be applied towards all or part of the payment for travel including but not limited to tour fees and cancellation fees. The Tour Participation Agreement between the Customer and the Company shall become legally binding upon agreement by the Company or its Sales Agency to enter into the Tour Participation Agreement with the Customer and receipt of the deposit.
- (2) The Company or its Sales Agency may accept tour reservation requests by telephone, mail, facsimile or other electronic means. In such case, the Tour Participation Agreement shall not become legally binding at the time said reservation request is received. Rather, the Customer shall be required to confirm the details of said reservation request and to remit payment of the deposit by the date specified by the Company or its Sales Agency.

Article 4 Special Provisions regarding Waitlisting

If the Company is unable to execute a Tour Participation Agreement with the Customer for a tour requested by the Customer for any reason, including but not limited to a lack of available seat and/or room, the Company –with the consent of the Customer - may enter into a special arrangement with the Customer pursuant to the terms and conditions set forth below under which

the Company shall enter into a Tour Participation Agreement with the Customer if and when it becomes possible to do so at a future point in time (hereinafter referred to as “Waitlisting”).

- (1) If the Customer wishes to be Waitlisted, the Customer shall confirm how long the Customer is willing to wait for a response from the Company (hereinafter referred to as the “Waitlist Period”) and shall submit the required tour participation request along with an amount equal to that of the required deposit. During Waitlisting, there exists no legally binding Tour Participation Agreement between the Company and the Customer nor does the Company make any promise to the Customer that a Tour Participation Agreement will be executed at some future time.
- (2) The Company shall hold ‘in trust’ for the Customer an amount equal to that of the required deposit described in the preceding Paragraph (1). If it becomes possible to execute a Tour Participation Agreement with the Customer at a later point in time, the Company shall issue notice promptly to the Customer of the Company’s agreement to enter into a Tour Participation Agreement with the Customer and shall apply the above-mentioned amount held in trust for the Customer towards the payment of the required deposit.
- (3) The Tour Participation Agreement between the Company and the Customer shall become legally binding upon the issuance of notice by the Company to the Customer of the Company’s agreement to enter into a Tour Participation Agreement with the Customer as described in Paragraph (2) above.
- (4) If the Company is unable to enter into a Tour Participation Agreement with the Customer prior to the expiration of the Waitlist Period, the Company shall refund the entire above-mentioned amount held in trust to the Customer.
- (5) If the Company receives a request from the Customer to terminate the Waitlisting arrangement before the Company has furnished notice to the Customer of its agreement to enter into a Tour Participation Agreement with the Customer, the Company shall refund the entire above-mentioned amount held in trust to the Customer.

Article 5 Terms and Conditions regarding Tour Participation

- (1) Individuals with health conditions, individuals requiring the use of a wheelchair or other assistive device, individuals with any physical and/or mental disabilities, individuals with any food and/or animal allergies, individuals who are pregnant or may be expecting, individuals requiring the assistance of a service dog (seeing-eye dog, hearing dog, etc.) or otherwise requiring any special accommodations should inform the Company or its Sales Agency of their needs when submitting the tour participation request. (In addition, please immediately advise the Company or its Sales Agency in the event that the need for any such special accommodation arises subsequent to the execution of the Tour Participation Agreement.) In order to enable us to better serve you, please provide a specific description of the accommodations that will be required during travel. To the extent reasonably possible, the Company shall accommodate requests received. As a general rule, the Customer shall be responsible for any expenses required in connection with any special accommodations arranged by the Company for the Customer pursuant to any request for accommodations received from the Customer.
- (2) Written parental consent shall be required for all travelers under the age of twenty (20). Travelers less than fifteen (15) years of age must be accompanied by a parent or guardian.

- (3) If any special requirements have been established by the Company regarding participation in the tour, the Company reserves the right to refuse participation to any individual who fails to satisfy any such requirements, including but not limited to participant gender, age, qualifications and/or skills.
- (4) As a general rule, independent activity by the Customer for personal reasons is not permitted. Depending on the tour, the Company may agree to permit independent activity under conditions to be separately established.
- (5) The Company additionally reserves the right to refuse any tour participation requests for operational reasons.

Article 6 Formation of Binding Agreement and Delivery of Contract Documents and Final Travel Itinerary

- (1) The Tour Participation Agreement between the Customer and the Company shall become legally binding upon agreement by the Company or its Sales Agency to enter into the Tour Participation Agreement with the Customer and receipt of the deposit.
- (2) Upon formation of a legally binding Tour Participation Agreement, the Company or its Sales Agency shall promptly furnish the Customer with a travel itinerary as well as contract documents describing the travel services to be provided, Tour Price, other terms and conditions of travel and information concerning the responsibilities of the Company and its Sales Agency.
- (3) As a supplement to the contract documents described in Paragraph (2) above, the Company or its Sales Agency shall furnish the Customer with a Final Travel Itinerary no later than the day prior to the tour commencement date containing final information regarding the meeting time and location for the tour as well as the names of the travel service providers (transportation, lodging, etc.) to be used. Notwithstanding the foregoing, if a request for tour participation is made by the Customer seven (7) days or less prior to the tour commencement date, the Final Travel Itinerary may be furnished to the Customer on the tour commencement date. Upon request by the Customer preceding the issuance of the contract documents, the Company shall explain about the latest status of travel arrangements.

Article 7 Payment for the Tour

Payment for the tour must be made no later than the fourteenth (14th) day prior to the day preceding the tour commencement date. Customers submitting tour participation requests subsequent to the fourteenth (14th) day prior to the day preceding the tour commencement date must pay for the tour at the time of submitting tour participation request or in no case later than the deadline for payment specified by the Company or its Sales Agency.

Article 8 What is Included in the Tour Price

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

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

Article 9 What is Not Included in the Tour Price

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

- (1) Excess Baggage Charges (for baggage exceeding specified weights, size or number)
- (2) Airport Passenger Facility Charge
- (3) Laundry, telephone/telecommunications charges, additional food or beverage costs and other charges of a personal nature along with any taxes and service fees associated therewith.
- (4) Charges for participation in (separately priced) optional tours
- (5) Additional transportation carrier charges and/or surcharges (unless otherwise explicitly indicated in the pertinent web information or tour brochure. Fuel surcharges, etc.)
- (6) Transportation and/or accommodations costs between the Customer's personal residence and the point of departure and/or dismissal.
- (7) Admission fees and transportation fees and fares explicitly stated as not included in the Tour Price in the travel itinerary
- (8) Single supplement for hotel rooms
- (9) Medical expenses for any illness and/or injury

Article 10 Changes to Terms of Tour Participation Agreement

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

Article 11 Changes to the Tour Price

Subsequent to the execution of the Tour Participation Agreement, the Company shall make no changes to the Tour Price except in the following situations:

- (1) If fares and/or fees charged by any transportation carrier whose services are to be used as part of the tour are revised to an extent that significantly exceeds the normally anticipated range for any reason (including but not limited to a substantial change in economic conditions), the Company shall modify the Tour Price to reflect said cost differential. The Company shall furnish the Customer with notice regarding any increases to the Tour Price

no later than the fifteenth (15th) day prior to the day preceding the tour commencement date. In the event of any substantial reduction to the applicable fares and fees described above, the Company shall refund the amount of said reduction within thirty (30) days from the day following the tour completion date set forth on the contract documents.

- (2) In the event that any modification to the content of the tour described in Article 10 above results in an increase or a decrease in the costs required to implement the tour (including cancellation fees or other charges either paid or payable in connection with any travel services not received as a result of said modification), the Company shall modify the Tour Price to reflect said differential. However, this provision shall not apply in the event that the modification arises out of the lack of available seats, rooms or other capacity limitations despite the fact that service is otherwise provided by the relevant provider to other patrons (i.e. overbooking).
- (3) If the Company has indicated in the pertinent web information, brochure or other relevant literature that the Tour Price depends on the number of users of a particular provider of transportation, accommodations or other travel services, the Company shall modify the Tour Price within the range described in the contract documents in the event of any change to said number of users subsequent to the execution of the Tour Participation Agreement. However, this provision shall not apply if the cause of said change is attributable to the Company.

Article 12 Traveler Substitution

With the consent of the Company, the Customer may assign his/her status under the Agreement to another individual. Such substitutions shall be subject to the prescribed charges.

Article 13 Cancellation Fees

- (1) If the Customer cancels travel for personal reasons subsequent to the formation of a legally binding Tour Participation Agreement, the Customer shall be required to pay the cancellation fees indicated in the pertinent web information or brochure and the relevant tour participant[s] shall be required to pay any cost differential associated with any change in the number of travelers occupying any guestrooms.
- (2) If the Customer fails to make payment of the Tour Price by the deadline, the Company shall deem the Customer to have terminated the Tour Participation Agreement as of the day following said payment deadline and an amount equal to the applicable cancellation fee shall be charged and payable by the Customer to the Company.
- (3) Any modification to the departure date or any partial modification to the itinerary (including but not limited to transportation and accommodations) made by the Customer for the Customer's own personal reasons shall be deemed a cancellation of the Customer's participation in the overall tour and the Customer shall pay the prescribed cancellation fees.

Cancellation charge for domestic tours	
Prior to tour departure date	Cancellation charge
21 days or more	No charge
8-20 days (10 days for single-day tour)	20% of Tour Price
2-7 days	30% of Tour Price

1 day	40% of Tour Price
on the day of tour departure	50% of Tour Price
after tour departure or no show	100% of Tour Price

Article 14 Termination Prior to Commencement of Tour

(1) Termination Rights of the Customer

- ① The Customer may terminate the Tour Participation Agreement at any time by paying the cancellation fees indicated in the pertinent web information or brochure. However, requests for termination shall only be accepted during business hours at the sales Agency where the Customer signed up to participate in the tour.
- ② The Customer may terminate the Tour Participation Agreement without incurring cancellation fees in the following situations:
 - a. In the event of any modification to the terms and conditions of the Tour Participation Agreement. (Note that this provision is limited only to material modifications, including but not limited to those described in Article 21 below).
 - b. If the Tour Price is increased pursuant to Article 11(1) above.
 - c. If the safe and expeditious implementation of the tour becomes impossible or promises to become impossible for any reason, including but not limited to natural disaster, war, rioting, suspension of the furnishing of travel services by any transportation, accommodations or other travel service provider, or government order.
 - d. If the Company or its Sales Agency fail to furnish the Customer with a Final Travel Itinerary by the specified deadline as described in Article 6.
 - e. If it becomes impossible to implement the tour in accordance with the travel itinerary described in the pertinent web information or brochure due to any cause attributable to the Company.
- ③ As described in Paragraph(1)① of this Article 14, the Company shall refund any amount already received from the Customer as payment for the tour (or deposit) less the applicable cancellation fee. If the deposit cannot cover the cancellation fee, the Customer is responsible for the payment of the difference. In addition, if the Tour Participation Agreement is terminated pursuant to Paragraph (1)② of this Article 14, the Company shall refund any amount already received from the Customer within seven (7) days from the day following the termination of the Tour Participation Agreement.
- ④ The Customer may change the tour commencement date or the tour for personal reasons by termination of the initial Tour Participation Agreement and execution of another Tour Participation Agreement. In such case, the Customer shall pay the applicable cancellation fee as of the termination date of Tour Participation Agreement in accordance with the amount as described in Article 13.

(2) Termination Rights of the Company

- ① The Company may terminate the Tour Participation Agreement if the Customer fails to remit payment of the Tour Price by the deadline specified by the Company. In such case, an amount equal to the cancellation fee prescribed under Article 13 shall be charged and payable by the Customer to the Company.
- ② The Company may terminate the Tour Participation Agreement in the following situations:
 - a. If the Customer is determined not to satisfy any gender, age, qualifications, skill or other requirements for tour participation explicitly pre-disclosed by the Company.
 - b. If the Company determines that the Customer is unable to join the tour for any reason, including but not limited to illness or the absence of a helper.
 - c. If the Company determines that the Customer is disruptive to other customers or may interfere with the expeditious implementation of group activity.
 - d. If the Customer makes any overly burdensome demands in connection with the Agreement.
 - e. If the number of tour participants is less than the minimum required number identified in the pertinent web information or travel brochure. In such case, the Company shall notify the Customer of cancellation of the tour no later than the thirteenth (13th) day (or the third (3rd) day in the case of single-day tours) prior to the day preceding the tour commencement date.
 - f. If any condition required for the implementation of the tour as explicitly stated by the Company (such as inadequate snowfall in the case of ski tours) is unsatisfied or is highly unlikely to be satisfied.
 - g. If the safe and expeditious implementation of the tour in accordance with the travel itinerary described in the pertinent web information or brochure becomes impossible or promises to become impossible for any reason beyond the control of the Company, including but not limited to natural disaster, war, rioting, suspension of travel services by any transportation, accommodations or other travel service provider or government order.
- ③ In the event of termination of the Tour Participation Agreement by the Company in accordance with the provisions of Paragraph (2) ① of this Article 14, the Company shall refund any amount already received from the Customer as payment for the tour (or deposit) less the applicable cancellation fee. In the event of termination of the Tour Participation Agreement pursuant to Paragraph (2)② of this Article 14, the Company shall refund the entire amount already received from the Customer as payment for the tour (or deposit).

Article 15 Termination Subsequent to Commencement of Tour

(1) Termination Rights of the Customer

- ① If the Customer leaves the tour group for personal reasons, the Customer shall be deemed to have forfeited his/her rights and shall not be eligible for any refund.
- ② If the Customer is unable to receive any travel services described in the pertinent web information or brochure due to any cause not attributable to the Customer, the Customer shall be entitled to terminate the Agreement without incurring any cancellation fees for

the portion of travel services which the Customer was unable to receive. In such case, the Company shall refund the Customer for those portions of the Tour Price corresponding to the travel services that the Customer was unable to receive. Notwithstanding the foregoing, if the cause pursuant to which the Customer was not able to receive said travel services is not attributable to the Company, the Company shall subtract from the refund to be paid to the Customer the amount of any cancellation fees and/or other charges either paid or payable in connection with said travel services.

(2) Termination Rights of the Company

The Company shall be entitled to terminate Tour Participation Agreement in any of the situations described below.

- ① If the Company determines that the Customer is unable to continue traveling in the tour for any reason, including but not limited to illness or the absence of a helper.
- ② If the Company determines that the Customer is disruptive to other customers or may interfere with the expeditious implementation of group activity.
- ③ If it becomes impossible to continue the tour for any reason beyond the control of the Company, including but not limited to natural disaster, war, rioting, suspension of travel services by any transportation, accommodations or other provider, or government order.
- ④ In the event of termination of the Tour Participation Agreement by the Company pursuant to Paragraph (2) of this Article 15, termination shall be applicable only with respect to the future contractual relationship between the Company and the Customer. To wit, the obligations of the Company in connection with any travel services already received by the Customer shall be deemed to have been effectively fulfilled. In such case, the Company shall refund to the Customer the amount corresponding to the portion of travel services not received by the Customer after deducting any amounts either paid or payable to said travel service providers including not limited to cancellation fees.
- ⑤ If the Company terminates the Tour Participation Agreement pursuant to Paragraph (2)①③ of this Article 15, the Company shall, upon request by and at the expense of the Customer, make the necessary arrangements in order to enable the Customer to return to the point of departure.
- ⑥ If the Customer does not show up to the meeting point at the specified time by the Company, the Company may terminate the Tour Participation Agreement. In such case, the rights of the Customer shall be deemed a waiver and any payments for the tour is not refundable.

Article 16 Tour Itinerary Management

In order to ensure the safe and expeditious implementation of the tour, the Company shall provide the Customer with the following services (except when the Company agrees on the special provisions different from below);

- (1) If the Company determines that the Customer may not receive travel services during the tour, the Company shall take necessary measures to ensure that the Customer receives travel services in accordance with Tour Participation Agreement.
- (2) In spite of the necessary measures taken as described in Paragraph (1) of this Article 16, when modification of Tour Participation Agreement is unavoidable, the

Company shall arrange substitute travel services. In such case, if the tour itinerary is modified, the modified itinerary needs to be as similar as possible to the original itinerary. In addition, if the Company modifies travel services, modified services need to be as equivalent as possible to the original services so that the least changes are to be made to Tour Participation Agreement.

Article 17 Tour Conductors

- (1) If a tour itinerary is described as “Accompanied by Tour Conductor”, the tour shall be accompanied by a tour conductor or any other representative of the Company (hereinafter referred to as Tour Conductor).
- (2) Tour Conductor shall provide all or part of the services necessary for the implementation of the tour as described in Article 16.
- (3) During group activities in a tour, the Customer shall be required to comply with any instructions issued by Tour Conductor in order to ensure safe and expeditious implementation of the tour. If the Customer fails to comply with any instructions by Tour Conductor or is otherwise disruptive to orderly implementation of group activity or interferes with smooth and expeditious implementation of the tour in any way, the Company may terminate Tour Participation Agreement with the Customer even during the tour.
- (4) As a general rule, Tour Conductor services shall be rendered from 8:00AM through 8:00PM.
- (5) Some of the tours shall be accompanied by a Tour Conductor from the time of arrival at the destination to the time of departure from said destination. In such case, Tour Conductor shall not accompany the Customer to the meeting point and from the dismissal spot of the tour. Therefore, the Customer is required to make necessary arrangements to receive travel services by the Company.
- (6) If a tour is labeled as individual tour in the itinerary, Tour Conductor shall not accompany the Customer. In such case, the Customer is provided with the vouchers and is responsible for making all the necessary arrangements for receiving the travel services.

Article 18 Responsibilities of the Company

- (1) The Company shall be responsible for compensating the Customer for any losses incurred by the Customer as a result of any willful or negligent act on the part of the Company or any agent performing travel arrangement services on behalf of the Company. However, said responsibility shall only apply in those instances in which notice is received by the Company within two (2) years from the day following the occurrence of any such loss.
- (2) Notwithstanding the provisions regarding the deadline for furnishing notice of loss to the Company set forth in Paragraph (1) above, the Company shall only furnish compensation for losses involving baggage if notice is received by the Company no later than the fourteenth (14th) days from the day following the occurrence of said loss. Irrespective of the amount of said damages, the maximum amount of compensation to be furnished by the Company for losses involving baggage shall be limited to 150,000 yen per person (except in instances involving any willful or grossly negligent act on the part of the Company).

- (3) As a general rule, the Company shall assume no responsibility if the Customer incurs any loss due to the following causes (this non-exhaustive list is presented here for illustrative purposes):
- ① Natural disaster, war, rioting and/or any modification to the tour itinerary or tour cancellation resulting therefrom
 - ② Suspension of service by any provider of transportation, accommodations or other travel services and/or any modification of the tour itinerary or tour cancellation resulting therefrom
 - ③ Government order, quarantine due to communicable disease and/or any modification to the tour itinerary or tour cancellation resulting therefrom
 - ④ Accidents occurring during free activity time
 - ⑤ Food poisoning
 - ⑥ Theft
 - ⑦ Delays, suspension of service, schedule changes or rerouting by any transportation provider or any modifications to the tour itinerary or any curtailment of stay at the destination resulting therefrom.

Article 19 Responsibilities of the Customer

- (1) The Customer shall be responsible for compensating the Company for any losses incurred by the Company as a result of any willful or negligent act or violation of law, public order or decency by the Customer or any failure of the Customer to comply with the provisions of the Company's General Terms and Conditions.
- (2) The Customer shall strive to make effective use of the information furnished by the Company and to understand the provisions of Tour Participation Agreement, including but not limited to the Customer's rights and obligations.
- (3) In order to ensure the expeditious receipt of the travel services described in the contract documents, if the Customer becomes aware subsequent to the commencement of the tour that the travel services that have been provided differ from those specified in the contract documents, the Customer shall promptly and on the spot bring said discrepancy to the attention of a tour conductor, meet-and-greet staff, local guide, provider of the relevant travel services or the Company.

Article 20 Special Compensation

- (1) Irrespective of whether or not any liability is incurred by the Company pursuant to Paragraph (1) of Article 18, the Company shall pay the Customer a Death Indemnity (15,000,000 yen), Permanent Disability Indemnity (up to a maximum of 15,000,000 yen), Inpatient Solatium (20,000 yen – 200,000 yen) or Outpatient Solatium (10,000 yen – 50,000 yen) for certain damages sustained to life or limb if the Customer suffers any sudden and unforeseen accident while participating in an agent-organized tour and an indemnity for losses involving baggage (up to a maximum of 100,000 yen per piece or pair and up to a maximum of 150,000 yen per agent-organized tour participant) in accordance with the Special Compensation Rules set forth in the Company's General Terms and Conditions. The Company shall not pay any indemnification for losses in connection with any items identified as excluded from indemnification in the Company's General Terms and Conditions, including but not limited to cash, securities, credit cards, vouchers,

airline tickets, passports, driver's licenses, visas, certificates of deposit, certificates of savings (including passbooks and ATM cards), data or any similar such items, and contact lenses.

- (2) If the Company assume liability as stipulated in Paragraph 1 of Article 27 of the Company's General Terms and Conditions, the special compensation described in Paragraph (1) of this Article 20 shall be applied towards part or all of said compensation that the Company shall pay.
- (3) The Company shall not pay any indemnity or solatium under Paragraph (1) above for any losses incurred by the Customer during participation in an agent-organized tour if said losses result from a willful act, drunk driving by the Customer, willful violation of laws, reception of any illegal services, or as a result of any accident occurring during any dangerous activity, including but not limited to mountain climbing (involving the use of mountain climbing gear such as ice axes, climbing irons, ropes and/or hammers), luge riding, bobsled riding, skydiving, hang gliding, flying aboard any ultralight aircraft (powered hang gliders, microlight aircraft, etc.) and/or gyroplane.
- (4) The Company shall not pay any indemnity or solatium under Paragraph (1) above for any losses due to earthquake, volcanic eruption, tsunami waves and disruption of social order arising therefrom.
- (5) The Company shall treat optional tours that are organized and implemented by the Company and made available to participants in the agent-organized tour subject to the receipt of a separate participation fee (hereinafter referred to as "Company-Implemented Optional Tours") as constituting part of the primary Agent-Organized Tour Participation Agreement. However, if the Customer participates in an optional tour operated by a company other than the Company on a day during the agent-organized tour on which "no activity is scheduled" and said absence of scheduled activity is indicated in the pertinent web information, brochure or final documents, the Company shall assume no liability as described in this Article 20.

Article 21 Itinerary Guarantees

- (1) In accordance with the Company's General Terms and Conditions, in the event of any material modification to Tour Participation Agreement, the Company shall pay the Customer a Modification Indemnity in an amount obtained by multiplying the Tour Price by 1 to 5 percentage as stipulated by the Company. Said payment shall be made to the Customer no later than the thirtieth (30th) day from the day following the tour completion date. However, the Company shall not pay a Modification Indemnity in the event of any modification arising from any of the causes set forth below.
 - a. inclement weather conditions or natural disaster impacting the tour itinerary
 - b. war
 - c. rioting
 - d. government order
 - e. suspension of travel services (cancellation of service, suspension of service, suspension of operations, etc.) by any transportation, accommodations or travel service provider
 - f. transportation service that is inconsistent with the original transportation service plan (delays, transportation schedule changes, etc.)

- g. necessary measures taken to protect the life and limb of tour participants
- (2) With the consent of the Customer, the Company may compensate the Customer by furnishing merchandise and/or services in lieu of making a monetary payment of any Modification Indemnity or compensation for damages. Notwithstanding the provisions set forth in Paragraph (1) above, the maximum amount of the Modification Indemnity to be paid to the Customer by the Company under a single Tour Participation Agreement shall be fifteen percent (15%) of the Tour Price. In addition, the Company shall not pay a Modification Indemnity to the Customer if the amount of any such Modification Indemnity to be paid to the Customer under any single Tour Participation Agreement is less than 1,000 yen.

Article 22 Agreements regarding Credit Card Payment Preauthorization

The Company or its Sales Agency may accept tour participation requests by telephone, mail, facsimile or other electronic means from any cardholder (hereinafter referred to as a “Cardholder”) of any credit card issued by any company partnering with the Company (hereinafter referred to as a “Partner Credit Card Company”) subject to the payment for the tour, applicable cancellation fees and other charges charged to the Cardholder’s credit card without the Cardholder’s signature on the designated form (hereinafter referred to as an “agreement regarding Credit Card Payment Preauthorization”).

Terms and conditions governing agreements regarding Credit Card Payment Preauthorization differ from those governing conventional Tour Participation Agreements in the manner described below.

- (1) Cardholder shall be required to furnish a credit card number, expiration date and other relevant card information as well as departure date and tour name to the Company or its Sales Agency at the time they submit the tour participation request.
- (2) Agreement regarding Credit Card Payment Preauthorization shall become legally binding upon delivery to the Customer of notice of the agreement of the Company or its Sales Agency to execute the Agreement in the event that said notice is issued via e-mail or other electronic means. The “Card Transaction Date” shall refer to the date on which agreement regarding Credit Card Payment Preauthorization is executed.
- (3) If payment cannot be made using the Cardholder’s credit card for any reason, including but not limited to a lack of available credit, the Company or its Sales Agency shall terminate the agreement regarding Credit Card Payment Preauthorization between the Cardholder and the Company. In such case, the Cardholder shall be required to make payment of the Tour Price in cash by the deadline separately specified by the Company or its Sales Agency. If payment is not received by said deadline, an amount equal to the cancellation fees described in Article 13 shall be charged and payable by the Cardholder to the Company.
- (4) Subsequent to the execution of agreement regarding Credit Card Payment Preauthorization between the Company and the Cardholder, if Tour Price is reduced as stipulated in Article 11 or if agreement regarding Credit Card Payment Preauthorization is terminated as stipulated in Article 14 and Article 15, the Company or its Sales Agency shall refund the reduced amount to the Cardholder in accordance with the Terms and Conditions of Partner Credit Card Company. In such case, if agreement regarding Credit Card Payment Preauthorization is terminated prior to the tour commencement, the Company shall notify the Cardholder of the amount to be refunded no later than the seventh (7th) day from the

day following the said termination (or within the thirtieth (30th) day from the day following the tour completion in the case of a reduction to the Tour Price or termination subsequent to tour commencement). The Card Transaction Date shall refer to the date of said notification of refund to the Cardholder.

- (5) The Company may refuse the Cardholder's request for execution of Tour Participation Agreement if necessary payments for the tour cannot be charged to the credit card of the Cardholder in accordance with the Terms and Conditions of the Partner Credit Card Company due to, including but not limited to invalidity of said credit card.

Article 23 Agreements regarding Group participants

- (1) If the Company accepts a tour participation request from a group representative, the said representative is deemed to be responsible for conclusion and cancellation of contracts.
- (2) The group representative shall provide the Company with the name list of members by the date specified by the Company.
- (3) The Company shall not be responsible for any responsibilities or obligations the group representative holds in the past or in the future.
- (4) In case the group representative does not accompany the group, one of the members who has been selected by the former representative as the group representative is deemed to be responsible for the contract subsequent to tour commencement.

Article 24 Domestic (Japan) Travel Insurance

Injury and/or illness during travel may result in considerable expenses for medical care, evacuation and other services. In some cases, it may be extremely difficult to pursue a claim for accident-related damages and/or to collect damages from the party/parties at fault. In order to protect against such risks, the Company recommends that the Customer enrolls in domestic (Japan) travel insurance with adequate coverages.

Article 25 Handling of Personal Information

Upon submittal of the Customer's tour participation request, the Company and/or its Sales Agencies acquire certain personal information that the Customer provides on the prescribed tour participation request form. To the minimum extent necessary, said personal information is used to contact the Customer, to arrange for travel services and to undertake any formalities required in order to enable the Customer to receive said services. In addition, the Company and/or its Sales Agency may also use the Customer's personal information in order to (1) provide information regarding products, services and promotional campaigns offered by the Company and/or its Sales Agency and business partners, (2) request feedback following the completion of tour, (3) request participation in surveys, etc.

Article 26 Reference Dates

The Reference Date for this Statement of Travel Terms and Conditions and tour pricing shall be as of _____ (date) / _____ (Month) / _____ (Year).

*Should you have any questions, please do not hesitate to contact the Certified Domestic Travel Services Manager in the Company or its Sales Agency.

This is an English translation of the Company's Terms and Conditions written in Japanese. In the event of any discrepancy between this translation and the original Japanese document, the Japanese version shall prevail.

This Agreement between the Customer and the Company shall be governed by and construed in accordance with the laws of Japan. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Tokushima District Court in the first instance.

General Incorporated Association Sora-no-sato

Registered Travel Agency of Tokushima Prefecture (Registration No. 2-148)

995-1 Ikeda-cho Shima, Miyoshi-shi, Tokushima

TEL +81-883-76-0713 (Japanese only)

Email: sora@cn05.awaikeda.net

Person In Charge: _____ (Certified Domestic Travel Services Manager)

A Regular Member of All Nippon Travel Agents Association