

# H.I.S. Terms and Conditions of an Agent-Organized Travel

This Terms and Conditions of Agent-Organized Travels are in conformity with H.I.S. Co., Ltd.'s Terms and Conditions for Agency-Arranged Travel (Japanese version).

## 1. Significance of H.I.S. Terms and Conditions of an Agent-Organized Travel

This contract of an agency-arranged travel (the document of the terms and the conditions thereof) comprises part of "the statement explaining trade terms" and "the contract document" stipulated in Article 12(4), and Article 12(5) of the Travel Agency Law.

## 2. Agent-Organized Travel Contract

(1) This travel is planned, offered and operated by H.I.S. Co., Ltd (6-8-1 Nishi-Shinjuku, Shinjuku-ku, Tokyo / Travel agency No.724 registered by the Commissioner of the Japan Tourism Agency; hereinafter referred to as "H.I.S."), and a customer who participates in this travel will conclude an Agent-Organized Travel Contract (hereinafter referred to as "Travel Contract") with H.I.S.

(2) The content and terms and conditions of the Travel Contract will be in accordance with H.I.S.'s website, brochures (hereinafter referred to as "Brochures"), travel terms and conditions, final documents provided to the customer prior to departure (hereinafter referred to as "Final Travel Schedule"), the part of the Agent-Organized Travel Contract in the travel agency stipulations of H.I.S. (hereinafter referred to as "H.I.S. stipulations"), and the like. The H.I.S. stipulations can be accessed at H.I.S.'s website (<http://www.his-j.com>).

(3) H.I.S. hereby accepts to make arrangements so that travel services, such as transportation and accommodation facilities and other services (hereinafter referred to as "Travel Services"), will be provided to the customer in accordance with the travel schedule predetermined by H.I.S. including managing the travel schedule itself.

## 3. Application for Travel

(1) The customer is requested to complete H.I.S.'s travel application form at our designated location and make a deposit. The deposit is appropriated for a portion of the travel costs.

(2) H.I.S. may accept an application for the Travel Contract via telephone, mail, facsimile, Internet and other communication method(s). In this case, a contract will not be concluded at the time of the application, 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 H.I.S. gives notice of accepting conclusion of contract to the customer. If the customer fails to pay the application fee within the above period, H.I.S. may deem that there was no application.

(If there are too few days before the departure date, H.I.S. may not be able to accept applications made via telephone.)

(3) The application fee will be treated as the whole or part of the "travel fee payable," "cancellation fee," or "penalty charge."

| Travel fee amount                            | Application fee (per one person)                           |
|--|--|
| 100,000 yen or greater                       | From 20% or more of travel fee up to the travel fee amount |
| 50,000 yen or more and less than 100,000 yen | From 20,000 yen or more up to the travel fee               |
| 20,000 yen or more and less than 50,000 yen  | From 10,000 yen or more up to the travel fee               |
| Less than 20,000 yen                         | From 5,000 yen or more up to the travel fee                |

\* However, other conditions stipulated in the brochures will apply to specific periods or specific courses. If you choose loan payment, the conditions may be different.

(4) If the Travel Contract cannot be concluded immediately at the time of application due to full reservation, full occupancy, or any other reason, H.I.S. may place the customer on a waiting list upon approval of the customer and make efforts so that the customer can make a reservation. In this case, H.I.S. will also require the payment of the application fee as "deposit". However, if the customer applies to deregister from the waiting list before H.I.S. gives notice that the reservation becomes available, or if the reservation ends up unavailable, H.I.S. will reimburse the full amount of the application fee already paid.

## 4. Group Contract

(1) If a representative acting on behalf of a group of customers applies for travel, H.I.S. will deem that the representative has all power of representation pertaining to conclusion, cancellation, etc. of the contract.

(2) The Person Responsible for Contracting is requested to present a list of group members by the date specified by H.I.S.

(3) H.I.S. shall be indemnified from liability and responsibility for money owed or expected to be owed by the Person Responsible for Contracting for the Members.

(4) If the Person Responsible for Contracting does not accompany the group on the travel, H.I.S. regards one of the Members appointed by the said person in advance as the Person Responsible for Contracting after departure on the travel.

## 5. Requirements for Application

(1) A customer who is below the age of 20 years is required to present written consent from a parent or guardian when booking.

(2) Persons who are under the age of 15 at the time of departure must be accompanied by his/her guardian.

(3) In the event a travel is aimed at specific group of customers or a travel has a specific purpose, if an applicant's sex, age, qualification, skill and/or other conditions do not satisfy the requirements designated by H.I.S., H.I.S. may reject the application.

(4) Anyone to depart on travel who has a chronic disease, is ill, physically handicapped, has some allergy, is or may be pregnant, is accompanied by a seeing-eye dog, or otherwise requires special care is requested to state such fact upon booking (Also, when such circumstances become applicable to anyone after the Travel Contract becomes effective, the person is required to notify H.I.S. immediately). In such instance we will contact the person again and the person will be requested to provide details of required measures during the trip specifically. We will respond to such special needs as far as possible and to a reasonable extent, and in this case a doctor's health certificate may be required.

It shall be noted that when we cannot arrange the measures requested by the customer, or when we cannot be certain of safe and smooth travel due to the local situation and status of related facilities, etc., we may accept the booking subject to accompaniment by a caregiver or companion, or reject booking for the Travel Contract or cancel the Travel Contract.

(5) Any and all expenses required for special measures taken by H.I.S. upon request of a customer shall be borne by the customer.

(6) If H.I.S. determines that an examination or medical treatment by a doctor is necessary for a customer due to disease, bodily injury, or any other reason during travel, H.I.S. will take necessary measures

in order to secure smooth implementation of travel. Any and all expenses required for such measures will be borne by the customer.

(7) In principle, customers will not be allowed to take a separate course of activities for their own reasons; however, H.I.S. may accept a separate course of activities, on the condition that customers pay extra fees under a tour travel contract.

(8) If a customer leaves the travel schedule for his/her own reason, he/she will be required to give notice on the leave, including whether or when he/she will return to the schedule, etc.

(9) If H.I.S. determines that a customer is likely to cause nuisance to other customers or to impede smooth implementation of Agent-Organized travel, his/her application may be rejected.

(10) If a customer is a foreign national, he/she may be required to take a separate procedure, arrangement, etc.; therefore advance notice of foreign nationality is required.

(11) If a customer is recognized as being an organized crime group member, an associate member of an organized crime group, related party of organized crime group, organized crime group-related company, or corporate racketeer, etc., or any other anti-social force, etc., H.I.S. may decline to accept the booking from the customer.

(12) If a customer makes violent requests, unfair requests, uses threatening behavior or violence, etc. in relation to the transaction, or commits any similar acts, etc., H.I.S. may decline to accept the booking from the customer.

(13) If a customer commits acts that damage H.I.S.'s credibility or acts which hinder H.I.S.'s operations by spreading false information or using fraud or power, or commits any similar acts, etc., H.I.S. may decline to accept the booking from the customer.

(14) Aside from the above, H.I.S. may decline to accept booking for business related reasons.

## 6. Conclusion of Contract

(1) In the case of an application via telephone as stipulated in Section 3, paragraphs (1) and (2), the Travel Contract will be concluded when H.I.S. approves the conclusion of contract and receives the application fee.

(2) In the case of an application via mail, facsimile or other communication method as stipulated in Section 3, paragraph (2), the Travel Contract will be concluded when the application fee is paid and when thereafter H.I.S. gives notice approving the conclusion of the Travel Contract with the customer.

(3) In the case when a customer is placed on a waiting list as stipulated in Section 3, paragraph (4), the contract will be concluded when the customer does not apply to deregister from the waiting list and when H.I.S. gives notice to the customer that the reservation becomes available. In this case, the deposit already paid to H.I.S. will be officially accepted as the application fee, upon the conclusion of the contract.

(4) In the case when the travel fee is paid through bank transfer to the account designated by H.I.S., the receipt of transferred money, which is issued by the bank, will substitute for a receipt from H.I.S.

## 7. Special Agreement on Handling of Waiting List

In the case where the Travel Contract cannot be concluded immediately at the timing of a booking request due to seats fully-booked or rooms fully-booked, full room reservation or other reasons, and if a customer so desires especially, H.I.S. may perform handling in which the Travel Contract will be established as of the time when H.I.S. becomes able to conclude the Travel Contract with the customer by concluding a special agreement with the customer in accordance with the following provisions (hereinafter referred to as "Waiting List Handling").

(1) If a customer desires Waiting List Handling, H.I.S. will request the customer provide an application form and an amount equivalent to the application fee upon confirmation of the period the customer is able to wait for an answer from H.I.S. (hereinafter referred to as "Waiting Period"). As of that point of time, the Travel Contract does not become effective and it does not mean that H.I.S. promises that the Travel Contract will become effective in the future.

(2) H.I.S. will keep an amount equivalent to the application fee as referred to in the preceding item (1) as the "Deposit" and as of the time when conclusion of the Travel Contract becomes possible, H.I.S. will notify the customer of the fact that the conclusion of the Travel Contract has been accepted and appropriate the Deposit to the application fee.

(3) The Travel Contract shall become effective when H.I.S. notifies the customer to the effect that H.I.S. has agreed to conclude the Travel Contract (if notification is done by the method of electronic acceptance notice as of the time when the notice is delivered to the customer) in accordance with the preceding item (2).

(4) If H.I.S. is unable to agree to conclude the Travel Contract within the Waiting Period, H.I.S. will refund the entire amount of the Deposit to the customer.

(5) If the customer requests cancellation of Waiting List Handling before H.I.S. notifies the customer of acceptance of the Travel Contract during the Waiting Period, H.I.S. will refund the entire amount of the Deposit to the customer. In such instance, even if the request of the customer for cancellation of Waiting List Handling falls during the cancellation fee period, H.I.S. will not take a cancellation fee.

## 8. Delivery of Contract Document and Final Travel Schedule

(1) Immediately after the conclusion of the Travel Contract, H.I.S. will deliver to the customer the contract documents describing the travel schedule, content of Travel Services, and other travel terms and conditions and H.I.S.'s responsibilities. The contract documents will be comprised of brochures, travel terms and conditions, copy of application form, and similar materials.

(2) No later than the date preceding the travel departure date, H.I.S. will deliver to the customer the Final Travel Schedule describing finalized information such as the time and place of meeting, and the transportation and accommodation facilities to be used; however, if the application was made within a 7-day period in advance of the departure date for travel, the Final Travel Schedule may be delivered no later than the departure date for travel. The delivery method includes via postal mail, email or instruction via Internet. In addition, before delivery, H.I.S. will provide explanation of the delivery status upon request.

## 8. Payment of Travel Fee

After conclusion of the Travel Contract, the entire amount of the travel fee must be paid by the date designated by H.I.S.

## 9. Travel Fee to be paid

The travel fee to be paid will be the total of the travel fee indicated in the Brochures plus extra fees, deducting any applicable discount(s). This total

amount will be the basis for calculating the application fee, cancellation fee, penalty charge, and compensation for change.

## 10. Costs included in the Travel Fee

(1) Transportation fees and charges for transportation facilities used, such as airplane, ship and railway, are those expressly indicated in the travel schedule (excluding fuel surcharge, except for when the Brochures expressly includes fuel surcharge in the travel fee total). Unless the Brochures expressly indicate that a first-class seat or business-class seat will be used, an economy-class seat will be used, including for railway.

(2) Fees for shuttle buses, etc. included in the travel schedule (between airport, railway station or port and place of accommodation, except for when the travel schedule expressly indicates that such fees will be borne by the customer).

(3) Sightseeing fees expressly indicated in the travel schedule (Bus fares, expenses for guide, entrance fees, etc.)

(4) Accommodation fees and taxes and service fees expressly indicated in the travel schedule. (Unless otherwise indicated in the Brochures, the fee is based on when 2 persons are staying in a twin room.)

(5) Expenses for meals (excluding airplane meals ((as this differs depending on the airline, please inquire of the coordinator for details))), taxes and service fees expressly indicated in the travel schedule.

(6) Transportation expenses for baggage

Transportation expenses for 1 suitcase per person (In principle, 20 kg or less per 1 person; however, requirements may differ depending on the class or destination. For details, please refer to a contact person.) The baggage will be transported by transportation facilities and H.I.S. will take consignment procedure with the transportation facilities on behalf of the customer.

(7) Expenses for tour conductor, in the case of conducted tour course.

\* The above costs will not be reimbursed even if customer partially does not use the relevant services.

## 12. Costs not included in Travel Fee

Any expenses other than those set out in Section 10 will not be included in the travel fee. The following costs are selected examples:

(1) Excess baggage charge (for weight, volume or quantity exceeding the limit set by each transportation facility);

(2) Personal expenses and incidental taxes and service fees, including, but not limited to, cleaning fee(s), telephone charge(s), tips, and other extra beverages;

(3) Medical expenses for bodily injury or disease;

(4) Transportation expenses required for the distance between the customer's home in Japan and the travel starting point or finishing point, such as takeoff and landing airports, and accommodation expenses on the date preceding the departure date, the last date of travel, etc.;

(5) Baggage transport fee

Baggage carriage fee for one suitcase per customer (in principle the weight must be up to 20 kg per person, however, this differs depending on the seat class or direction, or airline, so please inquire of the coordinator for details). Baggage transport will be performed by the relevant transportation facility, and H.I.S. acts as agent for entrustment to the transportation facility;

(6) Airport facility use charges (except for cases otherwise specified in brochures, etc.)

(7) Expenses for optional tour (short tour based on extra charge);

(8) Other items indicated in the Brochures as "expenses for [ ]"; and

(9) Extra transportation fees and charges imposed by transportation facilities (fuel surcharge).

(10) Taxes imposed by accommodation facilities (except for cases otherwise specified in brochures, etc.)

## 12. Extra Fees and Discounts

(1) The "extra fees" as stipulated in Section 9 means the following fees:

(Excluding when such fees are included in the travel fees in advance)

(a) Extra fee in the case when a single room is used (An adult or a child will be equally counted as 1 person);

(b) Extra fee in the case when upgrade is requested for hotel or room type;

(c) Difference in prices in the case when a course "without meal" is changed to a course "with meal", and the like;

(d) Extra fee in the case when accommodation period at hotel is extended;

(e) Extra fee in the case when certain airline company is designated; (f) Difference in flight in the case when seat class is changed; and (g) Other items indicated in the Brochures as "extra fee for [ ]".

(2) The "discount" as stipulated in Section 9 means the following: (The items indicated in the Brochures as "discount for [ ]" (Excluding the case when the travel fee after deducting the discount is set in advance).

## 13. Items to be implemented by Customer by the Departure Date

(1) The customer, at his/her own responsibility, is required to acquire a passport, its sufficient remaining validity period, visa, re-entry permit, and other necessary certificates and to prepare documents for entry and departure procedures. However, H.I.S. may take either whole or part of the overseas travel procedures on behalf of a customer, as a separate contract upon payment of prescribed fees. In this case, H.I.S. shall bear no liability even when the customer is unable to acquire a passport, visa, etc. as a result of any reason attributable to the customer himself/herself. In addition, if the customer requests any travel agency other than H.I.S. to perform the overseas travel procedures, such travel agency will be the party to a service contract pertaining to the overseas travel procedures.

(2) For sanitary information about the country of your destination, please refer to the For Travelers' Health Site (FORTH <http://www.forth.go.jp/>), only in Japanese) by Ministry of Health, Labor and Welfare Quarantine Station.

(3) Depending on your destination (area/city), information including warnings by the Ministry of Foreign Affairs of Japan. Please refer to website about safety information at overseas (<http://www.pubanzen.mofa.go.jp/>), only in Japanese) for details.

## 14. Change of Travel Contract

Even after the conclusion of the Travel Contract, if natural disaster, war, riot, suspension of service of transportation or accommodation facilities, etc., order of government authority, provision of transportation service that is inconsistent with the original schedule, or any event that is beyond control of H.I.S. occur, and if it is necessary to secure safe and smooth implementation of the travel, H.I.S. may provide immediate and advance explanation to a customer about the reason why such event is beyond the control of H.I.S. and about the causal relationship between the change of Travel Contract and such event, and may change the content of the travel schedule and Travel Service. However, in the case of emergency outside H.I.S.'s control, H.I.S. will provide explanation after making such changes.

**15. Change of Travel Fee**

After the conclusion of the Travel Contract, H.I.S. shall not change the travel fee, extra fee and discount, except for the following cases:

- (1) If the charges or fees for transportation facilities to be used are amended to a large extent that is beyond normal expectation, as a result of any drastic economical changes, etc., the travel fee will be adjusted to the extent of the difference arising out of such amendment. However, if the travel fee is increased, H.I.S. will give notice to the customer within 15 days in advance of the departure date for travel.
- (2) If the travel itinerary is changed and if expenses required for implementation of travel decrease, H.I.S. will reduce the travel fee to the extent of the difference arising out of such a change.
- (3) If the travel itinerary is changed under Section 14 and if expenses required for implementation of travel increase, H.I.S. will adjust the travel fee to the extent of the difference arising out of such change, except for the case where such changes are due to insufficiencies (overbooking) in seats, rooms or other transportation or accommodation facilities that are in service.
- (4) In the case when the brochures describe that the travel fee may differ depending on the number of persons using the transportation or accommodation facilities, etc., if the number of persons changes after the conclusion of the Travel Contract due to any reason not attributable to the responsibility of H.I.S., H.I.S. will adjust the travel fee to the extent described in the contract document.

**16. Change of Customer**

- (1) The customer may, only when the prior approval of H.I.S. is obtained, transfer the position under the Travel Contract to a third party designated by the customer. In this case, the customer is required to complete the form designated by H.I.S. and to pay the charge of 10,000 yen per one person; provided, however, that H.I.S. may, for business reasons, reject the change of customer.
- (2) The transfer of the position under the Travel Contract will become effective when H.I.S. approves such change and receives the payment of charge, and thereafter the third party to whom the position under the Travel Contract is transferred will succeed all rights and obligations pertaining to the Travel Contract.

**17. Cancellation of Travel Contract and Reimbursement**

- (1) Before departure
  - (i) Cancellation rights of customer
    - A. Customer may at any time cancel the Travel Contract by paying the following cancellation fees; the application for cancellation will be accepted within the business hours of the office to which the application is made.  
(As the amount of cancellation fee may differ depending on the application date, the customer is advised to always confirm by himself/herself the business day, business hours, contact information, etc. of the office to which the application is made.)
    - B. If the Travel Contract is cancelled due to various loan procedures, the payment of the cancellation fee will also be required.
    - C. Should any of the following items apply, the customer may cancel the Travel Contract without paying the cancellation fee.
      - a. When the Travel Contract is changed under Section 14; provided that this is only limited to the case when such change is indicated in the left column of the table of Section 25 (Guarantee of Travel Schedule) or other important change.
      - b. When the travel fee is increased under Section 15, paragraph (1).
      - c. When it is highly likely that the travel in accordance with the travel schedule described in contract document becomes impossible due to occurrence of natural disaster, war, riot, suspension of Travel Service of transportation or accommodation facilities, etc., order of government authority or any event that is beyond the control of H.I.S.
      - d. When H.I.S. fails to deliver to the customer the Final Travel Schedule as described in Section 7, paragraph (2) no later than the date stipulated in the said provision.
      - e. When the implementation of the travel in accordance with the travel schedule described in a contract document becomes impossible due to any reason attributable to H.I.S.
  - (ii) A. If the Travel Contract is cancelled under paragraph (1), (i) A. and B. of this Section, H.I.S. will reimburse the travel fee (application fee) already received, after deducting the prescribed cancellation fee. If the cancellation fee exceeds the amount of application fee, the customer is required to pay the difference.

A: Cancellation fee (except for Travel Contract under B and C below)

| Cancellation date of Travel Contract (retroactively calculated from the day preceding the departure date)              | Cancellation fee   | Cancellation fee when PEX fare, etc. is used (Note 1, 2)   |
|--|--------------------|--|
| Cancellation after conclusion of Travel Contract (except for the following cases)                                      | Free of charge     | Amount of airline ticket cancellation charge, etc. at time of cancellation of Travel Contract  |
| From 20 <sup>th</sup> day (or from 10 <sup>th</sup> day in the case of one-day trip) to 8 <sup>th</sup> day in advance | 20% of travel fee  | Whichever is larger, the amount to the left or the amount of the airline ticket cancellation charge, etc. at the time of cancellation of the Travel Contract |
| From 7 <sup>th</sup> day to 2 <sup>nd</sup> day in advance   | 30% of travel fee  |  |
| The day before the departure date  | 40% of travel fee  |  |
| On the day of departure and before departure   | 50% of travel fee  |  |
| Cancellation after starting travel (Note 3) or in the case of nonparticipation without notice                          | 100% of travel fee |  |

(Note 1) Applicable irrespective of the departure date, in the case where an airline ticket under the same conditions as the conditions for an airline ticket sold by an airline widely for consumers via website, etc. (PEX fare, etc.) is used, and if the fact that the relevant airline ticket will be used in the Brochures, the name of the airline, and terms and conditions of the cancellation charges, penalty charges, refund charges or any other expenses required for cancellation of the air transportation contract specified by the airline concerning the relevant ticket, as well as the amounts of those fees or charges are specified.

(Note 2) In the case where the amount of the airline ticket cancellation charge is the cancellation fee of the Travel Contract, any customer who desires to confirm the fare type of the issued airline ticket may make a request to the sales agency. It is possible to check the airline ticket cancellation terms and conditions at websites, etc. of individual airlines. The customer may make an inquiry of the sales agency about any points of uncertainty.

B: Cancellation fees for the accommodation plan only

| Category  | Cancellation fee  |
|---|---|
| Retroactively calculated from the day preceding the departure date, from 5 <sup>th</sup> day to 4 <sup>th</sup> day | Free of charge if the number of persons who made reservations is 14 or less<br>20% of travel fee if the number of persons who made reservations is 15 or more |
| Retroactively calculated from the day preceding the departure date, from 3 <sup>rd</sup> day to the day before      | 20% of travel fee   |
| On the day of departure and before departure  | 50% of travel fee   |
| Cancellation after starting travel (Note 3) or in the case of nonparticipation without notice                       | 100% of travel fee  |

(Note 3)

Upon application of this table, "after starting travel" means "the time when receiving provision of services is started" as set forth in Article 2, Paragraph 3 of H.I.S.'s Special Compensation Rules.

C: Cancellation fees for a Travel Contract using ships, or a Travel Contract including a cruise of 3 nights or longer in the schedule is based on the cancellation charge as stated in the relevant Travel Brochures. .

(ii) Cancellation right of H.I.S.

- A. If the customer fails to pay the travel fee no later than the date stipulated in Section 8, H.I.S. may cancel the Travel Contract. In this case, the customer will be required to pay the penalty charge in the same amount as the cancellation fee as stipulated in paragraph (1) (i) A. of this Section.
- B. Should any of the following items apply, H.I.S. may cancel the Travel Contract after providing explanation to the customer.
  - a. If it is found that the customer does not satisfy the requirements for travel participation, including, but not limited to, sex, age, qualification, or skill;
  - b. If it is recognized that the customer is unable to endure the travel, due to disease, non-existence of necessary caretaker or any other reason;
  - c. If it is recognized that the customer is likely to cause nuisance to other customers or to disturb smooth implementation of group activities;
  - d. If the customer demands that H.I.S. should bear an unreasonable burden with regard to the contract content;
  - e. If the number of customers is less than the minimum traveler counts as described in the Brochures. In this case, H.I.S. will notify the customers of cancellation of the travel no later than the 13<sup>th</sup> day (or 3<sup>rd</sup> day in the case of a one-day trip) in advance of the departure date, retroactively calculated from the day preceding the departure date;
  - f. If the conditions that are expressly indicated in advance by H.I.S. are not satisfied or if there is a high possibility that such conditions will not be satisfied, including the case where the amount of snowfall is insufficient for ski travel;
  - g. If the safe and smooth implementation of travel schedule as described in the brochures becomes or is highly likely to become impossible due to natural disaster, war, riot, suspension of service of transportation or accommodation facilities, etc., order of government authority or any event that is beyond the control of H.I.S.; or
  - h. If it is discovered that any of item (11) to (13) of Section 5 is applicable to the customer.

C. If the Travel Contract is cancelled under paragraph (1) (ii) A. of this Section, H.I.S. will reimburse the travel fee (or application fee) already received, after deducting the penalty charge.

(2) After departure

- (i) Cancellation by the customer and reimbursement
  - A. If the customer cancels or temporarily leaves the Travel Contract on his/her own reason, the customer will be deemed to have waived his/her rights and H.I.S. will not reimburse any payment.
  - B. If any Travel Service as stated in the contract document becomes unavailable, due to any reason not attributable to the customer, the customer may cancel a part of the Travel Contract relating to the unavailable Travel Service, without paying the cancellation fee. In this case, H.I.S. will reimburse to the customer, out of the travel fee, the amount equivalent to the unavailable Travel Service. However, if such unavailability is not due to any reason attributable to H.I.S., H.I.S. will reimburse the amount, after deducting the cancellation fee, penalty charge or other expenses already paid or payable thereafter, pertaining to such unavailable service.
- (ii) Cancellation by H.I.S. and reimbursement
  - A. Even after starting the travel, if any of the following items applies, H.I.S. may cancel the Travel Contract, either in whole or in part, after providing explanation to the customer in advance.
    - a. If it is recognized that the customer is unable to continue the travel, due to disease, non-existence of necessary caretaker or any other reason;
    - b. If the customer fails to follow the directions of a tour conductor, local personnel or other persons that are given in order to secure safe and smooth implementation of the travel, or if the customer breaches discipline in group activities or disturbs the safe and smooth implementation of the travel, through violent behavior or threat against a tour conductor, local personnel, other persons or other travelers; or
  - C. If natural disaster, war, riot, suspension of service of transportation or accommodation facilities, etc., order of government authority or any event that is beyond the control of H.I.S. occurs and continuance of the travel becomes impossible.
  - d. If it is discovered that any of item (11) to (13) of Section 5 is applicable to the customer.

B. Effect of cancellation and reimbursement

In the event the Travel Contract is cancelled by either the customer or H.I.S. due to any reason set out in paragraph (2) (ii) A. of this Section, if there is any expense, including, but not limited to, cancellation fee, or penalty charge, already paid or payable to a travel service provider, whose travel service is not provided because of the cancellation, such expense will be borne by the customer. In this case, H.I.S. will reimburse to the customer the portion of the travel fee relevant to the travel service that is not provided, after deducting the cancellation fee, penalty charge or other items paid or payable thereafter by H.I.S. to the travel service provider.

- C. If H.I.S. cancels the Travel Contract under a or c of paragraph (2) (ii) A. of this Section, H.I.S. will, upon request of the customer, make arrangements necessary for the customer to return to the starting point, at the expense of the customer.
- D. If H.I.S. cancels the Travel Contract under the provision of paragraph (2) (ii) A., the contractual relationship between H.I.S. and the customer will cease to exist from that time forward and will not have retroactive effect. Therefore, it will be deemed that H.I.S. has effectively performed its obligation for Travel Services already provided to the customer.

(3) Period for reimbursement of the travel fee

In the case when the travel fee is reduced under the provisions of paragraphs (2) and (3) of Section 15 (Change of Travel Fee), and when H.I.S. or the customer cancels the Travel Contract and any reimbursement is required, H.I.S. will reimburse the amount within 7 days commencing on the day following the cancellation date, if the contract is cancelled before the departure, and within 30 days commencing on the day following the ending date of travel as described in the brochures, if the travel fee is reduced or the contract is cancelled after the departure.

(4) The provisions of paragraph (3) of this Section will not prevent the customer or H.I.S. from exercising its right to claim damage liability under Section 21 (H.I.S.'s Liability) or Section 23 (The Customer's Liability).

**18. Management of Travel Schedule**

H.I.S. will make efforts to secure safe and smooth implementation of travel and will provide the following services to the customer; provided, however, that this shall not apply to courses unaccompanied by a tour conductor as referred to in Section 20 (3). In addition, this shall also not apply to the case where H.I.S. and the customer conclude a special contract under different terms.

- (1) In the case when there is a fear that the Travel Service will not be provided to the customer during the travel, H.I.S. will take necessary measures to secure the provision of Travel Service in accordance with the Travel Contract.
- (2) In the case when the contract content must be changed regardless of taking the measures stipulated in paragraph (1) of this Section, H.I.S. will arrange the substitute service. In this case, if the travel schedule is changed, H.I.S. will make efforts so that the changed travel schedule will be consistent with the purpose of the original travel schedule. In addition, if the content of Travel Service is changed, H.I.S. will make efforts so that the change will be minimum and the changed Travel Service will have the same content as the original Travel Service.
- (3) Protective measures
  - H.I.S. may take necessary measures in the case when it is recognized that the customer needs protection due to disease, bodily injury, etc. during travel. In this case, if the reason for such necessity is not attributable to H.I.S.'s fault, the expenses required for the measures will be borne by the customer and the customer will be required to pay the expenses no later than the date designated by H.I.S. through a method designated by H.I.S.

**19. Directions of H.I.S.**

If the customer acts as participant of the Agent-Organized travel, the customer will, during the period from the start to the finish of travel excluding the time of free activities, be required to comply with H.I.S.'s directions for the purpose of securing safe and smooth implementation of travel.

**20. Tour Conductor**

- (1) The availability of a tour conductor will be expressly indicated in the brochures.
- (2) A tour conductor will be, either in whole or in part, in charge of services necessary to secure safe and smooth implementation of travel and other services which are deemed necessary by H.I.S., if the travel is accompanied by a tour conductor, and local personnel of destination will be in charge of such services, if the travel is not accompanied by a tour conductor.
- (3) For travel without a tour conductor, the services indicated in Section 18 will not be provided. H.I.S. will deliver to customers the schedules and coupons, etc. necessary for receiving travel services, and customers are required to perform procedures themselves to receive the travel services. The local contact information of H.I.S. will be expressly indicated in the Final Travel Schedule.
- (4) In principle, the service hours of the tour conductor will be from 08:00 to 20:00.
- (5) The tour conductor will accompany the customer in order to make full efforts for travel schedule management. In addition, it is necessary under the Labor Standards Act to let the tour conductor take a rest break while working; the customer's understanding would be highly appreciated in this regard.

**21. H.I.S.'s Liability**

- (1) If H.I.S. or a person who carries out all or part of the arrangements for H.I.S. (hereinafter referred to as "the Agent") causes the customer to incur losses through accident, error, or omission in implementing the Travel Contract, H.I.S. shall reimburse the customer for such losses, provided H.I.S. is liable for such losses. (If only the customer files a complaint with H.I.S. from a day after and within two years of incurring such losses)
- (2) The Agent means the person (local agency) who in place of H.I.S. arranges travel services provision facilities such as transportation and accommodation facilities, etc. (airline, train, bus, hotel, etc.) for provision to customers by H.I.S. at the travel destination.
- (3) The scope of the liability of H.I.S. shall be limited to the case where any loss is incurred by the customer due to intentional act or error of H.I.S. or the above-stated Agent, and if any loss is incurred by customer due to intentional act or error of travel service provision facilities such as transportation and accommodation facilities, etc. (airline, train, bus, hotel, etc.) arranged by H.I.S. or the Agent, it shall be liability of the relevant travel service provision facility.
- (4) H.I.S. strongly recommends that the customer take out domestic travel insurance.
- (5) If the Customer suffers damage due to any event that is beyond the control of H.I.S. or the business agent of H.I.S., such as those listed below as examples, H.I.S. will not be obligated to the liability under paragraph (1) of this Section.
  - A. Natural disaster, war, riot or any change of travel schedule or suspension of travel as a result of such events;
  - B. Suspension of service of transportation or accommodation facilities, etc. or any change of travel schedule or suspension of travel as a result of such events;

- C. Order of government authority, limitation on departure and entry of foreigners or isolation due to epidemic, or any change of travel schedule or suspension of travel as a result of such events;
- D. Accidents that occurred during the time of free activities;
- E. Food poisoning;
- F. Criminal act such as theft and fraud;
- G. Delay, interruption, change of schedule, change of route, etc. of transportation or accommodation facilities, etc., or any change of travel schedule or reduction of time spent at the destination as a result of such event;
- H. H.I.S.'s liability will not cover medical treatment expenses for bodily injury suffered by the customer due to an accident or fire in transportation or accommodation facilities or willful act or negligence of a third party, or expenses, damage liability, rescue cost, etc. required for loss of life or medical treatment due to disease; or
- I. Other events beyond the control of H.I.S.
- (6) Notwithstanding the provisions of item (1) of this Section, H.I.S. shall compensate for the damage referred to in the Section caused to baggage up to a limit of 150,000 yen per Traveler (except in the case where the damage has been caused by H.I.S. or the Agent intentionally or by gross negligence) if H.I.S. has been informed within 21 days from the day following the date of occurrence of the damage.

## 22. Special Indemnity

(1) Regardless of whether the liability set out in the preceding Section (H.I.S.'s Liability) arises or not, H.I.S. will pay the loss of life indemnity, residual disability indemnity, hospitalization condolence money, or outpatient treatment condolence money to the customer or his/her heir-at-law, under the special indemnity provisions of the H.I.S. stipulations, in the event the customer sustains any bodily injury caused by a sudden and accidental happening of external origin, while the customer is participating in a Agent-Organized travel; provided, however, that H.I.S. will not pay indemnity for cash, credit card, valuable goods, used film, or other items stipulated in Article 18, Paragraph 2 of the special indemnity provisions in the H.I.S. stipulations.

\* This clause will not apply to the medical treatment expenses for bodily injury caused by an accident and expenses for loss of life and medical treatment, damage liability, expenses for rescue workers, etc. caused by disease.

(2) If the damage sustained by the customer while he/she is participating in a Agent-Organized travel is caused by the customer's willful act, driving under influence of alcohol, disease, etc. or other cases which are not included in the Agent-Organized travel such as skydiving, hang-gliding, ultralight-power plane (including motor hang-glider, micro-light plane, ultralight plane, etc.) boarding, gyroplane boarding, or any other dangerous sports similar thereto during the time of free activities, H.I.S. will not pay the indemnity and condolence money stipulated in paragraph (1) of this Section; provided, however, that if such sports are included in the travel schedule, this clause will not apply.

(3) If H.I.S. bears the liability set out in the preceding Section (H.I.S.'s Liability), the indemnity under this Section will be allocated to the damage liability to be borne by H.I.S., either in whole or in part.

(4) For the day that is expressly specified as the day where none of the travel services of H.I.S. will be provided in a contract document (hereinafter referred to as "Non-Arrangement Day"), only when it is expressly stated that compensation will not be paid for losses incurred by the customer on the relevant day, shall the customer be deemed not to be participating in the Agent-Organized Travel.

(4) Upon request from the customer, H.I.S. may accept to make arrangement so that the customer can leave the travel schedule and conduct his/her own activities. In this case, the travel with such free activities will be subject to an arranged travel contract and the special indemnity provisions of this Section will not apply.

(5) In the case when H.I.S. is obligated to pay the indemnity under the paragraph (1) of this Section and also obligated to pay the damage liability under the preceding Section, if either of the obligations is performed, the both obligations will be deemed to have been performed to the extent of the amount of performed obligation.

## 23. Obligations of the Customer

(1) If H.I.S. incurs losses as a result of the customer's negligence, error, or omission, H.I.S. may seek compensation from the customer for such losses.

(2) Upon concluding the Travel Contract with H.I.S., the customer is obligated to make his/her best efforts to utilize the information provided by H.I.S. and be aware of his/her rights and obligations as well as other content of the Travel Contract.

(3) In order to be smoothly provided with the travel service stated in the contract during the travel, should the customer perceive that he/she is furnished travel service that falls short of that stated in the Travel Contract, he/she is requested to promptly notify H.I.S., its agent, or the service provider at the place where he/she is staying.

## 24. Optional Tour or Provision of Information

(1) The application of Section 22 (Special Indemnity) to an optional tour, which is planned and implemented by H.I.S. for the customer participating in the Agent-Organized travel of H.I.S. upon receipt of a separate travel fee, will be treated as a part of the primary travel contract. Optional tours planned and implemented by H.I.S. will be expressly indicated in the Brochures.

(2) In the case when it is expressly indicated in the Brochures that the planner of the optional tour is a local subsidiary other than H.I.S., H.I.S. will pay the compensation or solatium for damage stipulated in Section 22 (Special Indemnity) (except for the case where the day of use of the relevant optional tour falls on a Non-Arrangement Day in primary Agent-Organized Travel, and such fact is stated in the Brochures or Final Travel Schedule). However, the planner's liability and the customer's liability relating to the implementation of the optional tour will be in accordance with the rules set by the local subsidiary and the planner responsible for the optional tour.

(3) If there is any description of participatory sports, etc. in the Brochures as "only as provision of information", H.I.S. will expressly indicate to that effect. In this case, the provisions of Section 22 (Special Indemnity) will apply to damage sustained by the customer while participating in such participatory sports, etc. (except for the case where the day of use of the relevant optional tour falls on a Non-Arrangement Day in primary Agent-Organized Travel, and such fact is stated in the Brochures or Final Travel Schedule) and H.I.S. will not be responsible for any other damage.

## 25. Guarantee of Travel Schedule

(1) In the event that any significant change is made to the contract content, as indicated in the left column of the following table (excluding the cases of the following subparagraphs (i) and (ii)), H.I.S. will pay the compensation for change, which is the amount of the travel fee multiplied by the rate indicated in the right column of the following table, within 30 days commencing on the date following the finishing date of the travel. However, if it is clear that H.I.S. bears the liability under Section 21 (H.I.S.'s Liability) for

such changed item, H.I.S. will pay the amount as either whole or part of the damage liability, not as the compensation for change.

- (i) In the case of change caused by any of the reasons set out below, H.I.S. will not pay the compensation for change (except for the case where such changes are due to insufficiencies (overbooking) in seats, rooms or other transportation or accommodation facilities that are in service).
- Bad weather or natural disaster causing disturbance in the travel schedule;
  - War;
  - Riot;
  - Order of government authority;
  - Suspension of service of transportation or accommodation facilities, etc., such as cancellation, service interruption and suspension of operation;
  - Provision of transportation service which is inconsistent with original schedule, such as delay and change of transportation schedule; or
  - Other measures necessary to secure safety of life or body of participant of the travel.

(ii) In the case when the change is pertaining to the part of the Travel Contract cancelled under the provisions of Section 17, H.I.S. will not pay the compensation for change.

(2) Notwithstanding the provisions of paragraph (1) of this Section, the amount of the compensation for change payable by H.I.S. under one Travel Contract will not exceed the amount of the travel fee multiplied by 15%. If the amount of the compensation for change is less than 1,000 yen, H.I.S. will not pay the compensation for change.

(3) After H.I.S. pays the compensation for change under the provisions of paragraph (1) of this Section, in the case when it becomes clear that H.I.S. bears liability under Section 21 (H.I.S.'s Liability) for such change, the customer will be required to refund to H.I.S. the compensation for change associated with such change. In this case, H.I.S. will set off the amount of damage payable by H.I.S. under the said Section against the amount of compensation for change refundable by the customer; thereafter H.I.S. will pay the remaining amount.

(4) Upon consent of the customer, H.I.S. will provide at least equivalent goods or services instead of monetary payment of compensation for change.

## Compensation for change

| Changes for which H.I.S. pays compensation   | Amount of compensation for change = Following rate per one change x Travel fee to which the compensation for change is payable |  |
|--|--|--|
|  | In the case when the change is notified to the customer until the departure date for travel                                    | In the case when the change is notified to the customer on and after the departure date for travel |
| 1 Change of starting date or finishing date for travel as described in the brochures   | 1.5%   | 3.0%   |
| 2 Sightseeing location or facilities (including restaurant) or other travel destination as described in the brochures  | 1.0%   | 2.0%   |
| 3 Change of price for class or equipment of transportation facilities indicated in the brochures to a lower price (limited only to the case where the total of the price for changed class or equipment is less than the price for class and equipment indicated in the brochures) | 1.0%   | 2.0%   |
| 4 Change of type or corporate name of transportation facilities as indicated in the brochures  | 1.0%   | 2.0%   |
| 5 Change of flight using a different starting airport or finishing airport in Japan as indicated in the brochures  | 1.0%   | 2.0%   |
| 6 Change of a direct flight between Japan and foreign country as indicated in the brochures to a connecting flight or an indirect flight   | 1.0%   | 2.0%   |
| 7 Change of type or name of accommodation facilities as indicated in the brochures   | 1.0%   | 2.0%   |
| 8 Change of type, fixtures, scenery or other conditions of passenger room of accommodation facilities as indicated in the brochures  | 1.0%   | 2.0%   |
| 9 Out of the changes stipulated in items 1 to 8, change of items described in a tour title in the brochures  | 2.5%   | 5.0%   |

(Note 1) In the case when the Final Travel Schedule is provided, this table applies to the Final Travel Schedule by reading "brochures" as "Final Travel Schedule". In this case, if any change exists between the description of the brochures and the description of the Final Travel Schedule or between the description of the Final Travel Schedule and the content of Travel Service actually provided, each change will be treated as one change.

(Note 2) In the case when the transportation facilities, which are associated with the change described in item 3 or 4 of the above table, include the use of accommodation facilities, one night will be treated as one change.

(Note 3) The change of corporate name of the transportation facilities as indicated in 4 above will not apply to the case when the price of class or equipment is changed to a higher price.

(Note 4) Grade of accommodation facilities in item 7 above is in accordance with the list stated in the brochures for the relevant directions at the time of conclusion of the Travel Contract, or lists provided for viewing at sales agencies of H.I.S. or H.I.S.'s websites.

(Note 5) In the case when more than one of the changes as indicated in item 4, 7, or 8 exist for one boarding, etc. or one night, such changes in one boarding, etc. or one night will be treated as one change.

(Note 5) The rate as indicated in items 1 to 8 above will not apply to the change indicated in item 9 above.

## 26. Reference for Terms and Conditions of the Travel and for Travel Fares

Data for the terms and conditions of travel are as of May 1, 2017. Rates for travel fares are based on the dates expressly indicated in the Brochures.

## 27. Protection of Personal Information

### Privacy Policy

For H.I.S., information that can identify the customer as well as persons related to H.I.S., in other words, personal information, is an indispensable material asset. In addition, society demands that this precious personal information be kept secret, and handled meticulously and safely. In order to fulfill such social responsibility, based on the spirit of the H.I.S. Charter of Corporate Code, H.I.S. will comply with laws and regulations relevant to the protection of personal information, and properly protect personal information in accordance with the following basic policy. In addition, protection of personal information related to Individual Numbers primarily for executives and employees of H.I.S. will be properly performed in accordance with the "Basic Policy Concerning Proper Handling of Personal Information related to Individual Numbers" separately provided.

1. H.I.S. will handle the personal information within the scope of the expressly-stated purpose of use. In addition, H.I.S. will never disclose or provide the provided personal information to a third party unless there is the consent of the subject of the information or there are justifiable reasons to do so.

2. H.I.S. will comply with the Act on the Protection of Personal Information and other laws and regulations, guidelines and other codes provided by the government. In addition, H.I.S. will establish a Personal Information Protection Management System, and strive to familiarize executives and employees therewith and for thorough observance thereby, and improve the System on continuous basis to maintain optimal status at all times.

3. H.I.S. will store and manage personal information properly and carefully, and strive to implement proper and reasonable security measures from both aspects of technology and management, to prevent risk of leaks, destruction or damage, as well as continuously implement review thereof. Should leaks, destruction or damage of personal information occur, H.I.S. will notify the subject of the information to that effect promptly, and take suitable handling measures and corrective measures.

4. H.I.S. will swiftly handle requests for disclosure, etc. concerning personal information from the subject of information, or complaints or consultations.

Establishment date: March 1, 2005

Revision date: May 1, 2017

Hideo Sawada

Representative Director and President H.I.S. Co., Ltd.

## 【 For inquiries on Personal Information 】

Customer Center, H.I.S. Co., Ltd.

[Tokyo]03 (5908) 2505

Weekdays 10:00 AM-6:30 PM Saturday 11:00 AM-4:30 PM  
(out of service for Sundays and national holidays)

[Nagoya]052 (856) 7800

Weekdays 10:00 AM-6:30 PM Saturday 11:00 AM-4:30 PM  
(out of service for Sundays and national holidays)

[Osaka]06 (6133) 0320

Weekdays 10:00 AM-6:30 PM Saturday 11:00 AM-4:30 PM  
(out of service for Sundays and national holidays)

[Fukuoka]092 (735) 5577

Weekdays 10:00 AM-6:30 PM  
(out of service for Saturdays, Sundays and national holidays)

【 H.I.S. may record the conversation when a request is made by phone, to confirm the content. 】

## On handling of personal information

### 1. Purpose of use of personal information

H.I.S. will use the personal information stated or entered on the application form submitted by the customer when making an application for travel or insurance, etc. related to travel (Application Form) within the scope necessary for communications with the customer, and arrangements to receive travel services provided by transportation and accommodation facilities (primary transportation and accommodation facilities are stated in the contract document) in travel applied for by the customer, as well as for provision of insurance-related services. In addition, H.I.S. may use the personal information of the customer for market analysis for development of better travel products in the future, for provision of information on products and services of H.I.S. and alliance companies, or making requests for opinions and thoughts after participating in travel, or provision of novelty services, etc. In any case, the customer may choose whether or not to provide the personal information to H.I.S., however, the customer is requested to understand that, if personal information that is not provided is indispensable for arrangement of requested services, etc., the customer may not use the products or services of H.I.S.

\* H.I.S. will retain a part of the personal information provided by the customer upon application for travel, etc. as personal data.

### 2. Provision of personal information

H.I.S. will provide the name, gender, age, address, telephone number, email address, or passport No. to transportation and accommodation facilities, insurance companies, or souvenir shops within the scope necessary for arrangement and receipt of travel services applied for by the customer, for insurance procedures to insure H.I.S. against liability under the Travel Contract and expenses at the occurrence of an accident, and for convenience of shopping by the customer at souvenir shops at the destination of the travel, via transmission by electronic means, etc. When the customer applies for travel, H.I.S. shall receive the consent of the customer to the provision of personal data. H.I.S. will not provide personal information to a third party without the approval of the customer except for in the following cases:

- Where there is the consent of the customer;
- Where disclosure is required under the laws and regulations;
- Where disclosure is necessary for protection of the life, body or assets of a person, and besides it is difficult to obtain the consent of the customer;
- Where disclosure is especially necessary for improvement of public health or sound rearing of children, and besides it is difficult to obtain the consent of the customer;
- Where it is necessary to cooperate with a person who is delegated by governmental authorities, or local municipalities or persons contracted thereby in the execution of matters provided in the laws and regulations, and there is a possibility that obtaining the consent of the person will create an obstacle to the execution of the relevant matters;

(6) Where all or part of personal information handling is contracted within the scope necessary for achievement of the specified purpose of use.

(7) Any dispute between the customer and H.I.S. arising out of the contract will be subject to the exclusive jurisdiction of Japanese courts and will be governed by Japanese law.

### 3. Joint use of personal information

Out of the personal information provided by the customer, H.I.S. will jointly use the information (including name, address, telephone number, email address, etc.) within the minimum scope necessary for simplifying applications for travel by the customer in the future and for communications and handling between customers and the Group companies as below. H.I.S. will be the administrator of this personal data.

#### (Group Companies)

|                                       |                                |
|---------------------------------------|--------------------------------|
| QUALITA Co., Ltd.                     | Cruise Planet Co., Ltd.        |
| No.1 Travel Shibuya Co., Ltd.         | Ohshu Express Limited          |
| Tour Wave Co., Ltd.                   | Japan Holiday Travel Co., Ltd. |
| Activity Japan Co., Ltd.              | INTERPARK TOUR JAPAN Co., Ltd. |
| H.I.S. ANA Navigation Japan Co., Ltd. | LY-HIS Travel Co., Ltd.        |
| H.I.S. Dokodemodoor Co., Ltd.         | H.T.B. Travel Co., Ltd.        |
| Kyushu Sanko Group                    | H.I.S. Okinawa Co., Ltd.       |

### 4. On handling of procedures such as disclosure, etc. concerning personal information

Any customer who has an inquiry or desires disclosure, deletion, or erasure, correction of content, suspension of use or suspension of provision to a third party, etc. concerning the personal information in the possession of H.I.S. is expected to make a request to the inquiry counter at H.I.S., for guidance on necessary procedures. H.I.S. will handle the request details within a reasonable period in accordance with the laws and regulations, and internal rules, and notify the result to the customer. If it is impossible to respond to all or part of a request, H.I.S. will provide an explanation for the reason.

[Personal Information Inquiries] Customer Center, H.I.S. Co., Ltd.

### 5. Other matters

- This Privacy Policy is about handling of personal information of H.I.S. Co., Ltd. in Japan. Domestic affiliates and overseas subsidiaries of H.I.S. are not the subject of the policy.
- Customers under 16 years of age are requested to obtain the consent of their guardian before providing personal information.
- H.I.S. may revise the Privacy Policy for more appropriate management of personal information protection of customers, or as a result of revision of the relevant laws and regulations.
- The Basic Policy Concerning Proper Handling of Personal Information related to Individual Numbers will not be applicable to customers because of the specifics thereof.

### 28. Terms and Conditions of Travels for Customers Who Conclude Travel Contracts via Communication Routes

(1) Under the condition that payment of travel fares, cancellation fees and other money due H.I.S. is made without a signature on the specified form by a customer who is the holder of a credit card (hereinafter referred to as "a Cardholder") issued by one of the credit-card companies affiliated with H.I.S. (hereinafter referred to as an "Affiliated Company"), H.I.S. may accept the customer's booking via telephone, mail, facsimile, or other means of communication and conclude a Travel Contract (hereinafter referred to as a "Communication Contract"). Although most of the terms and conditions of a Communication Contract are in accordance with this Travel Contract, some instances maybe treated differently, as indicated below.

(2) "The Day of Card Use" that appears below refers to the date when either the customer or H.I.S. must fulfill its obligation to pay the travel fare and other money due or make a refund according to the Travel Contract.

(3) A Travel Contract requested not in person goes into effect, in the case of telephone booking, when H.I.S. agrees to the customer's booking. In the case of booking by postal mail or other means of communication, the contract goes into effect when H.I.S. sends the customer a notification stating that H.I.S. has accepted the Travel Contract. Nevertheless, when the said notification is sent by means of electronic notification of acceptance, such as e-mail or facsimile, and the like, the contract is put into effect when the electronic notification is delivered to the customer.

(4) Travel fares, cancellation fees, and other amounts due are charged to the customer's credit card issued by the Affiliated Company without the signature of the customer (the Cardholder) on the specified form. In such a case, the Date of Card Use for paying the travel fare is the day when the finalized content of the travel service is provided to the customer. For payment of additional expenses that may arise as a result of changes in the content of the Travel Contract or termination of the Travel Contract, the Date of Card Use is the day when H.I.S. notifies the customer of the amount of the expenses. However, if H.I.S. terminates the Travel Contract pursuant to Section 17, the customer is required to pay for the relevant expenses by the date and payment method specified by H.I.S.

(5) If the customer is unable to remit payment for part or all of the travel fare, cancellation fee, and other expenses by use of the card issued by the Affiliated Company because the credit card held by the customer has become void, H.I.S. may decline or may terminate the Travel Contract.

### 29. Other Provisions

(1) Any expenses incurred when the customer requests a tour conductor or local personnel to conduct a personal tour, personal shopping, etc., expenses associated with disease, bodily injury, etc. of the customer, loss of baggage due to negligence of the customer, expenses associated with recovery of lost property, or expenses required for arrangement of free activities shall be borne by the customer.

(2) H.I.S. may introduce the customer to souvenir shops, etc. for the customer's convenience. In such instance, the customer is requested to purchase goods at the customer's own responsibility. H.I.S. will not provide assistance to the customer in replacing or returning purchased goods, etc.

(3) In any event, H.I.S. will never re-implement the travel.

(4) The travel fee for a child or infant will be separately stipulated in each course.

(5) The scope within which H.I.S. is obligated to control the Travel Schedule under the Travel Contract will be from the time of departure (meeting) at the starting airport or starting place indicated in the Final Travel Schedule to the time of return to (disbanding at) the same airport or place.

(6) In the case where separate arrangements are made for the distance to the departure airport or departure place, the relevant distance is not included in the scope of the Agent-Organized Travel Contract.

### (Return Payment for the Tour Fee)

If any return payment is necessary such as by when the customer requests for cancellation, the customer must cover the cost associated with it. The return payment will only be made to customer's bank account.

### (Several Airport Taxes and Fuel Surcharge)

(1) The travel fee does not include several airport taxes and fuel surcharge (Excluding the case where the Brochures indicate the total price inclusive of travel fee and fuel surcharge). The customer is required to separately pay the several airport taxes and fuel surcharge in the amount, which is determined upon the conclusion of the Travel Contract and converted to Japanese currency. H.I.S. will not collect additional payment or will not reimburse any amount, even if the exchange rate fluctuates thereafter.

(2) Notwithstanding the above, in the case when several airport taxes, fuel surcharge, etc. are newly introduced or increased or decreased, the several airport taxes, fuel surcharge, etc. will be re-converted to Japanese currency by the ticketing rate of H.I.S. at the time of the said new introduction, increase or decrease, and the difference between the converted amount above and the re-converted amount will be additionally collected or refunded. (In the case when the Brochures indicate the total price inclusive of travel fee and fuel surcharge, H.I.S. will not additionally collect or refund any amount because of increase or decrease of fuel surcharge.)

(3) In the case when the contract is cancelled because of increase of fuel surcharge, the prescribed amount of cancellation fee will be required.

### (Change and modification of name (spelling) of applicant)

In the case where the customer's name (spelling) is mistakenly written on the application form, the re-issuance of airline tickets, requests for modification of the name to related organizations, etc. will be necessary and the prescribed cancellation fee will be charged. In addition, if the modification of name is not allowed due to any circumstance in transportation or accommodation facilities, the Travel Contract may be cancelled and the prescribed cancellation fee may be required.