

H.I.S. Terms and Conditions of an Agency-Arranged Travel

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

1. Significance of the Agency-Arranged Travel Contract

This contract for 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. Agency-Arranged Travel Contract

(1) This travel is arranged by H.I.S. Co., Ltd. (home office: 8-1, Nishishinjuku 6, Shinjuku-ku, Tokyo [Ministry of Land, Infrastructure and Transport Registered Travel Agency No. 724], hereinafter referred to as "the Company"), and the client buying this travel automatically concludes the agency-arranged travel contract (hereinafter referred to as "the Travel Contract").

(2) Under the Travel Contract, the Company assumes, on consignment of the client, and by acting as proxy, intermediary, agency, or otherwise on behalf of the client, arrangements in order to enable the client to be provided transportation, lodging, and other travel-related services (hereinafter referred to as "the Travel Service") offered by carriers, hotels, and other service providers.

(3) In arranging a travel, in addition to transportation and other costs (hereinafter referred to as "the Travel Fee"), the client will be charged with relevant service charge for travel services (hereinafter referred to as "the Service Fee").

(4) The content and conditions of the Travel Contract are governed by this document of the terms and conditions for H.I.S. agency-arranged travels and the section "Agency-Arranged Travel Contract" in the Company's "Travel Agency Covenant" (hereinafter referred to as "the Covenant").

(5) Once the Company has completed arrangements for the Travel Services as per its bona fide managerial duties, the Company's obligations under the Travel Contract shall have been duly fulfilled. Accordingly, even if the Company has not obtained a written travel-service supply contract from any of the carriers, hotels, and other service providers, once the Company has fulfilled its duties in good faith, the Company shall be entitled to be paid by the client the Company-prescribed Travel Fee.

* For service charges, please refer to our Charge Chart for Travel Services.

3. Booking of the Travel, and Effective Date of the Travel Contract

(1) The client is requested to complete the Company's travel application form at our designated location and make a deposit. The deposit is appropriated to cover a portion of the travel costs, cancellation charges, and any other fees due from the client to our company.

(2) The Travel Contract becomes valid when the Company agrees to sign the contract and receives the deposit from the client.

(3) Regardless of the provisions stipulated in (2) above, the contract becomes effective even without a deposit.

(a) A Travel Contract is put into effect when the company agrees to reservations over the phone (without any direct contact with the client). In the case of booking by postal mail, facsimile, or other such means, the contract is put into effect when the Company sends to the client a notification stating that the Company accepts the Travel Contract. Nevertheless, when the said notification is sent by means of electronic notification of acceptance, such as e-mail, facsimile, or telex, the contract is put into effect when the electronic notification is delivered to the client.

(b) When two or more travelers intend to travel on the same dates, usually a group representative (hereinafter referred to as "the Person Responsible for Contracting") is selected from amongst them. When the document, which approves the contract for agency-arranged travel, is handed over to the person responsible for contracting, the Travel Contract concluded between the group and the Company comes into effect even without any payment.

(c) When handing over the documents that approves in using certain travel services (such as E-ticket and hotel coupons) in exchange to receiving the flight ticket fee, the travel contract conclude when we approve verbally.

(4) The deposit is from 20,000 yen per person per travel, which is credited toward the travel fares, cancellation charges, and any other money due the Company by the client. Nevertheless, for the peak travel seasons (April 25 through May 5, August 5 through 15, and December 20 through January 5), the deposit is from 30,000 yen per person per travel.

However flight ticket such as PEX, A-PEX and departing from overseas with valid dates must be paid in full amount by the date specified by our company or on the date of request. The client requests for the flight less than 14 days prior to departure, the client must pay by the date specified by our company or on the date of request.

(5) When requesting and filling out a form, the client's name must be entered exactly as written in the passport that will be used.

4. Conditions for Booking

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

(2) A client who is below the age of 15 years when departing on a travel may be required to be accompanied on the travel by a caretaker, be escorted by a caretaker until departure, or be met at the airport by a responsible party upon arrival, depending upon the circumstances.

(3) Any traveler who has a chronic disease, is ill, pregnant, physically handicapped, or otherwise requires special care is requested to state so upon booking. The company arranges for necessary care within reason; however, in some cases a person willing to depart on a travel will be requested to

present a health certificate issued by a physician or failing to do so will be denied to accept the request by decision made by carrier and accommodation facilities.

(4) Aside from the above, the Company may decline to accept booking for business related reasons.

5. Payment of Travel Fares

(1) Travel fares include airfares, lodging expenses and other costs and expenses paid by the Company in arranging the Travel Service with carriers, hotels, and other service providers, plus the Company-prescribed fees (excluding charges for changes or cancellations).

(2) Flight fare includes transportation service (total fare including weekday, weekend fee, within Japan or overseas add-on fee, drop-off fee, total additional charges due to exceeded traveled miles), additional transportation charges (fuel surcharge and etc.), airport tax (airport service tax, a toll), airline insurance charge all added together. Additional transportation, airport tax, and airline insurance fee will be charged separately from the flight fee.

(3) Full payment is due by the date stated in the invoice. The dues dates vary according to the ticket regulation. Early payment may be a requisite during peak season due to number of reservation in demand.

6. Payment of Airport Taxes and Fuel Surcharges

(1) Airport departure tax, usage fees for airport facilities, air-travel insurance premiums and fuel surcharge, which are collected when air tickets are issued, are not included in the travel fare; therefore, the client shall be required to pay separately in Japanese yen an amount equivalent to the sum total of these taxes and charges that applied on the day when the Travel Contract went into effect. Adult and child rates shall be applied to these taxes and charges in accordance with the age brackets that apply to those rates for airfares.

(2) The amount in Japanese yen equivalent to the said sum total shall be finalized on the day when the Travel Contract is put into effect; therefore, there will be no collection of additional money or refund resulting from fluctuations in exchange rates.

(3) Despite what is stated in (2), if the amount collected for airport taxes and fuel surcharges change, the new amount will be calculated it into Japanese yen using company exchange rates present during that period. Any excess amount will be charged while reduction will be refunded.

(4) If cancellation is made based solely on changes in fuel surcharges, the client will be responsible for paying a cancellation fee as well as the corresponding handling charges.

7. Alteration of Travel Fares

(1) Prior to departure the Company may alter the original travel fare because of unforeseen changes in airfares, lodging expenses, and other costs made by carriers and hotels, fluctuations in exchange rates, and/or other developments.

(2) If the amount of money actually expend on arranging the Travel Service differ from the earlier travel fare collected from the client, the Company will adjust the travel fare as soon as possible.

(3) If a client uses only one-way of his/her round-trip ticket without notifying the carriers in advance, the carrier may charge the client for the excess amount of a one-way fare or the remainder of a round-trip fare at normal price.

8. Changes in the Content of the Travel Contract

(1) If the client asks for changes in the travel itinerary, the content of the travel service, or other content of the Travel Contract, the Company will attempt to comply with the client's request for changes.

(2) If the content of the Travel Contract is changed at the client's request, the client is responsible for paying any cancellation charges, penalties, or other expenses that may arise because of changes in the completed arrangements with the carriers and hotels.

(3) In addition to the costs and expenses required for the said changes, the client is requested to pay the Company-prescribed alteration fees in compensation for the Company's repeating the tasks of making arrangements.

* Reservation changes and their handling fee differ depending on the requested travel service (such as the flight ticket type). Please refer to the corresponding document for details.

9. Cancellation of the Travel Contract

(1) Voluntary cancellation by the client
By paying the costs described below, the client may cancel part of or the whole of the Travel Contract. However, the client is requested to notify the Company's sales office that accepted the client's booking, during its business hours. (The amount of the cancellation charge may vary depending upon the day the Company is notified of cancellation; therefore, the client is advised to confirm the said sales office's business days, business hours, and person with whom the client dealt when booking the travel.)
The client shall be responsible for the following upon cancellation:
(a) Costs constituting considerations for travel services already provided
(b) Costs constituting considerations for cancellation, handling and penalties charges for travel services yet to be provided that have been already paid or will be paid to carriers, hotels, and other service providers
(c) The Company-prescribed cancellation fee

* Reservation changes and their handling fee differ depending on the requested travel service (such as the flight ticket type). Please refer to the corresponding document for details.

(2) Cancellation for reasons attributable to the client
The company reserves the right to cancel the Travel Contract if the client fails to pay the travel fare by the specified payment date. If the client pays by credit card but such payment is not honored by the issuer of the card, the Company may terminate the Travel Contract. In such a case, the client shall be responsible for paying the costs and expenses described below.

(a) Costs constituting considerations for travel services already provided
(b) Costs constituting considerations for cancellation, handling and penalties charges for travel services yet to be provided that have been already paid or will be paid to carriers, hotels, and other service providers
(c) The Company-prescribed cancellation fee
(3) Cancellation for reasons attributable to the Company
If arrangement of the travel service becomes impossible for reasons attributable to the Company, the client shall be allowed to terminate the Travel Contract. In such a case, the Company shall refund any paid travel fare minus the costs for travel services already provided that have been paid or will be paid to carriers, hotels, and other service providers. This provision does not deny the client's right to seek compensation for losses from the Company.

10. Group Contracts

(1) If two or more travelers who will travel on the same itinerary and for the same period appoint a representative responsible for the group (hereinafter referred to as "the Person Responsible for Contracting") and book an agency-arranged travel, the provisions stipulated in this section shall apply to the Travel Contract concluded between the group and the Company.

(2) Except in the cases in which any special arrangement is made, the Company deems that the Person Responsible for Contracting has full power of attorney to conclude the agency-arranged Travel Contract on behalf of the travelers who constitute the group (hereinafter referred to as "the Members"), and as such the Company makes deals on the travel business for the group with the said person.

(3) The Person Responsible for Contracting is requested to present a list of group members by the date specified by the Company.

(4) The Company shall be indemnified from liability and responsibility for money owed or expected to be owed by the Person Responsible for Contracting for the Members.

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

(6) If a change in the list of members is offered by the Person Responsible for Contracting, the Company will implement the appropriate change in arrangements if possible; however, any increase in the travel fare and additional costs and expenses arising from such a change shall be charged to the Members.

11. Liabilities of the Company

(1) If the Company or a person who carries out all or part of the arrangements for the Company (hereinafter referred to as "the Agent") causes the client to incur losses through accident, error, or omission in implementing the Travel Contract, the Company shall reimburse the client for such losses, provided the Company is liable for such losses. (If only the client files a complaint with the Company from a day after and within two years of incurring such losses)

(2) For damage to baggage, the Company shall pay a maximum of 150,000 yen per person (that limit shall not apply in the cases where such damage is caused by serious fault, error, or omission attributed to the Company), provided the client files a complaint with the Company within 14 days in the case of a domestic travel or within 21 days in the case of a travel abroad after occurrence of such damage.

(3) Indemnity
If the client incurs losses as a result of a natural disaster, war, insurgency, halting of travel services by carriers, hotels, or other service providers, orders by government agencies, or any other reasons beyond the control of the Company or one of its Agents (listed below), the Company shall be indemnified from paying reimbursement for such losses.
(a) If the departing flight is suspended or the travel itinerary is changed because of a natural disaster, war, insurgency, delay in the flight schedule, or strike
(b) If the client's seat reservation is canceled or boarding is disallowed because of overbooking by the airline company
(c) As a result of the client's failure to reconfirm the seat reservation 72 hours in advance of the departing (or return) flight and confirm the flight time, the said reservation is canceled, voiding the air ticket.
(d) The client arrives later than the appointed meeting or check-in time and fails to either check-in or boarding on the flight after the check-in
(e) The client loses his/her air ticket or it is stolen.
(f) An insufficient remaining validity period or other inadequacy of a visa lead to failure of boarding and embarkation/disembarkation by Japan and other destination emigration service laws.
(g) As a result of the name on the passport and flight ticket failed to match, the client is denied at the boarding.
(h) The client fails to board on the airplane due to clients' reasons or delay, and the reservation is cancelled and the flight ticket is no longer valid.

12. Obligations of the Client

(1) If the Company incurs losses as a result of the client's negligence, error, or omission, the Company may seek compensation from the client for such losses.
(2) Upon concluding the Travel Contract with the Company, the client is obligated to make his/her best efforts to utilize the information provided by the Company 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 client 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 the Company, its agent, or the service provider at the place where he/she is staying.
- (4) If a client uses only one-way of his/her round-trip ticket without notifying the carriers in advance, the carrier may charge the client for the excess amount of a one-way fare or the remainder of a round-trip fare at normal price.

13. Clients` Tasks before Departure

- (1) Client is responsible for obtaining, preparing and finalizing: flight ticket details, remaining dates until the passport expiration, Visa, re-entering permission, other identifications, and embarkation/disembarkation card.
- (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. Protection of Personal and Private Information

Privacy Policy

For H.I.S., because we place top priority on our clients, information specially pertaining to people associated with our company, namely personal information, is important and irreplaceable property. Moreover, this vital personal information is requested socially to be accurately and safely preserved to maintain confidentiality. To respond to that kind of social responsibility and in the spirit of the H.I.S. Corporate Activity Constitution, we will comply with the laws pertaining to the protection of personal information and appropriately follow these laws according to the basic policy indicated below.

1. Basic Regulations

- H.I.S. will handle personal information within the range of its clearly stated purpose. In addition, H.I.S. will not disclose or offer information of any customer to a third party without the consent of that customer or without legitimate reasons.
- H.I.S. will obey the Personal Information Protection Law as well as other related laws along national guidelines and other standards. Moreover, we will establish a personal information management system for which we will strive to inform and ensure compliance from officers and employees of H.I.S., and we will continuously improve to always support the highest quality.
- H.I.S. will properly and carefully preserve and manage personal information to prevent any dangers from information leaks, losses and other such damage by striving to implement appropriate and reasonable security countermeasures via technology and management. Additionally, we are implementing a continuous review of such measures. In the case of any leak or loss, we will inform the affected customer directly as soon as possible and take reasonable and corrective measures.
- If a customer contacts us about his/her personal information, H.I.S. will disclose the information as soon as possible.

Established: March 1, 2005

Revised: August 12, 2008

H.I.S. Corporation
President and C.E.O. Akira Hirabayashi

2. Use of Personal Information

H.I.S. will only use a customer's personal information in the case where a customer states or inputs such information on an application form for a trip only to the extent where it is necessary to contact the customer and to settle arrangements and receipts of the transportation and accommodation services offered by H.I.S. for the trip he/she has ordered.

In addition to this, H.I.S. may use a customer's personal information for: a) market analyses to develop better products in the future; b) delivery of services and information from H.I.S. or partnerships involving H.I.S. to customers; and c) eliciting of post-trip opinions and feedback, and the offer of special services. Furthermore, please note that if the customer cannot provide certain items of personal information during the arrangements of his/her requested travel services for which essential information is needed, there will be cases in which H.I.S. products and services cannot be provided.

3. Provision of Personal Information

H.I.S. will provide, within relevant parameters, the customer's personal information pertaining to transportation and accommodations to the person in charge of the arrangements for the purposes of arrangement and receipt of the trip services requested. Furthermore, excluding the following conditions, H.I.S. will not provide personal information of a customer to a third party without the customer's consent.

- The customer's consent
- Legal basis
- In cases where it is necessary to preserve a person's life or property, and it is difficult to get that person's agreement.
- In cases where it is necessary for the improvement of public health or the promotion of sound development for children, and it is difficult to get that person's agreement.
- In cases where it is necessary to cooperate with offices stipulating laws by the nation's local public organizations and institutions or entrusted individuals, and to get the consent of the person could create disruptions in the performance of such work.
- To the necessary extent of achieving a specific aim, the handling of all or part of the personal information is entrusted.

4. Contact, Disclosure, Deletion and Revision of Personal Information

For people who would like the contact, disclosure, deletion or erasure, and revision of personal information, and the stoppage of either the use or the offer of information to third parties, H.I.S. requests that they come to H.I.S. outlets so that we can inform you on the necessary procedures. H.I.S. will obey the laws and the company's regulations, handle any requests within a reasonable period of time, and notify the customers of the results. In addition, we will explain any reason behind any lack of response behind all or part of the request.

Consultations on Personal Information

H.I.S. Corporation Customer Service

Tokyo 03-5908-2505

Weekdays 10 a.m.-6:30 p.m.

Saturdays 11 a.m. - 4:30 p.m. Sun./Hol. OFF

5. Miscellaneous

--The book "Privacy Policy" concerns H.I.S. Corporation's handling of personal information within Japan. All companies associated domestically with H.I.S., as well as overseas subsidiaries are not subject to the contents in this book.

--Customers less than 16 years of age must get the consent of their parents to access personal information.

--For H.I.S. to better protect personal information, or as a result of any changes in laws, there will be revisions in "Privacy Policy".

15. Reference for Terms and Conditions of the Travel and for Travel Fares

Data for the terms and conditions of the travel are as of November 1, 2009. Rates for the travel fares are based on airfare tables and relevant regulations made public and in effect as of November 1, 2009.

16. Terms and Conditions of Travels for Clients Who Conclude Travel Contracts via Communication Routes

(1) Under the condition that payment of travel fares, cancellation fees and other money due the Company is made

without a signature on the specified form by a client who is the holder of a credit card (hereinafter referred to as "a Cardholder") issued by one of the credit-card companies (hereinafter referred to as an "Affiliated Company") affiliated with the Company and its subcontractors, the Company may accept the client'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 identical to those stipulated in this Travel Contract (this document of the terms and conditions for agency-arranged travel), some instances maybe treated differently and they are as follows:

- "The Day of Card Use" that appears below refers to the date when either the client or the Company must fulfill its obligation to pay the travel fare and other money due or make a refund according to the Travel Contract.
- A client who wishes to conclude a Communication Contract is requested when booking to provide a travel itinerary (travel title, travel starting date, details of travel services) and the specifics of the desired service, his/her credit-card number, and other particulars specified by the Company.
- A Travel Contract requested not in person is put into effect, in the case of telephone booking, when the Company agrees to the client's booking. In the case of booking by postal mail, facsimile, or other such means, the contract is put into effect when the Company sends to the client a notification stating that the Company accepts the Travel Contract. Nevertheless, when the said notification is sent by means of electronic notification of acceptance, such as e-mail, facsimile, or telex, the contract is put into effect when the electronic notification is delivered to the client.
- Travel fares, cancellation fees, and other amounts due are charged to the client's credit card issued by the affiliated company without the signature of the client (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 notified to the client. 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 if the Company notifies the client of the amount of the expenses payable. However, if canceling the Travel Contract stipulated in this section (6), the client is required to pay for the fees by the date and payment method specified by the company.
- If the client 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 client has become void, the Company may decline or may terminate the Travel Contract.

17. Others

(1) Returning payment

If the cancellation is made by the clients' reasons, the return payment will be made to the client's banking account. The client will be responsible to pay the money transfer fee.

(2) Mileage service

Any information about mileage services and registration must be communicated with the clients' mileage membership provider. We will not be held responsible for anything related with mileage.

(3) Free luggage allowance by carriers

Free luggage allowance weight is limited by carriers. An additional fee will be necessary if the luggage weight exceeds the limit. The rules applied differ by carriers and destinations, so the details need to be checked directly with an appropriate airline company.

(4) Names of the clients

The client's name must be entered exactly as written in the passport. If any change in spelling of a name, age, sex, a traveling person will be handled as a cancellation rather a change in reservation. The client will be charged for cancellations.

(5) Boarding on time

The client must have enough time before boarding. Boarding time may change without any prior notice, so boarding and departure time must be checked with an airline company that will be used.