

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

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

1. Significance of the Agent-Organized 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. 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 a 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 advertisements, 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 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 Request

(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 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 a part or whole of the "travel fee payable", "cancellation fee", or "penalty charge". If the customer withdraws an application prior to the conclusion of the Travel Contract as stipulated in Section 6, H.I.S. will reimburse the full amount of the application fee already paid.

Travel fee amount	Application fee (per one person)
300,000 yen or higher	From 60,000 yen or higher to the travel fee
150,000 yen or higher and less than 300,000 yen	From 30,000 yen or higher to the travel fee
Less than 150,000 yen	From 20,000 yen or higher 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 the Company.

(3) 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.

(4) 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.

5. Requirements for Application

(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) 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 a travel who has a chronic disease, is ill, pregnant, physically handicapped, or otherwise requires special care is requested to state so upon booking. 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. In addition, depending on the local circumstances, situation of related organizations, etc., the customer may be required to be accompanied by a caretaker or escort or H.I.S. may reject the application, in order to secure safe and smooth implementation of the travel.

(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) Aside from the above, the Company 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 methods 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. 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 departure date for the travel, 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. In addition, before delivery, H.I.S. will provide explanation on the delivery status upon request.

8. Payment of Travel Fee

After conclusion of the Travel Contract, the travel fee must be paid before the 21st day in advance of the departure date. If an application is made on and after such 21st day, the travel fee must be paid on the application date or date specified by H.I.S. before the departure date.

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 include 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 foods), 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.

11. 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) Expenses related to the overseas travel procedure (including, but not limited to, official fees for passport, certificate and visa, expenses for vaccination and travel agency charges for handling overseas travel procedures);

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

(6) Airport facility usage charges in Japan, airport taxes in each country during the travel schedule and several airport taxes including, but not limited to, entry tax and departure tax;

(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).

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 economic 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 increase, 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 any reason related to passport, visa or other overseas travel procedures and several loan procedures, the payment of the cancellation fee will 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.

D. 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.

Cancellation fee

Cancellation date of Travel Contract	Travel starting on the specified date	Travel starting on the unspecified date
From 40 th day to 31 st day in advance of the departure date	10% of travel fee	Free of charge
From 30 th day to 3 rd day	20% of travel fee	
From 2 nd day to the departure date (Before departure)	50% of travel fee	
Cancellation after starting travel or in the case of nonparticipation without notice	100% of travel fee	

(Note 1) Specified date: April 27 – May 6; July 20 – August 31; December 20 – January 7

(Note 2) The cancellation fees for the travel using a chartered airplane, travel using a ship upon departure from or return to Japan, and travel including 3 nights' cruise in the travel schedule, to which the Cruise Terms and Conditions are applicable, will be in accordance with the followings.

Cancellation fees in the case when a chartered airplane is used, etc.

Cancellation date of the Travel Contract (in advance of the departure date)	Cancellation fee
From 60 th day to 31 st day	20% of travel fee
From 30 th day to 21 st day	50% of travel fee
From 20 th day to 4 th day	80% of travel fee
From 3 rd day	100% of travel fee

(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 count as described in the Brochures. In this case, if the travel starts during the period April 27 – May 6, July 20 – August 31 or December 20 – January 7, the notice of cancellation will be sent before the 33rd day in advance of the departure date, and if the travel starts during the other period, the notice will be sent before the 23rd day in advance of 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; or

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.

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.

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 if H.I.S. and the customer conclude a special contract having different terms, this clause will not apply.

(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 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 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) 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 events.

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.

(3) Notwithstanding the provisions of Paragraph 1, H.I.S. shall compensate for the damage referred to in the same Paragraph caused to baggage within the limits of 150,000 yen per traveler (except in a case where the damage has been caused by H.I.S. intentionally or by gross negligence) if H.I.S. has been informed within 22 days from 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, 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) 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 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.

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 for damage which is stipulated in Section 22 (Special Indemnity) and sustained by the customer while participating in the optional tour in accordance with said Section. 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 available sports, etc. in the Brochures as "only as a provision of information", H.I.S. will expressly indicate that effect. In this case, the provisions of Section 22 (Special Indemnity) will apply to the damage sustained by the customer while participating in such available sports, etc. 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).

- a. Bad weather or natural disaster causing disturbance in the travel schedule;
- b. War;
- c. Riot;
- d. Order of government authority;
- e. Suspension of service of transportation or accommodation facilities, etc., such as cancellation, service interruption and suspension of operation;
- f. Provision of transportation service which is inconsistent with original schedule, such as delay and change of transportation schedule; or
- g. 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 × Travel fee to which the compensation for change is payable
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		In the case when the change is notified to the customer until the date preceding 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 items 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) 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 Fees

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

27. Protection of Personal and Private Information

As the client's name, age, date of birth, home telephone number, e-mail address, street address, and place of employment written on the booking form for the travel constitute personal information, the Company and its subcontracting travel agents (hereinafter referred to as "the Company and Subcontractors") observe applicable laws and regulations concerning protection of personal and private information and enforce a strict company policy to properly manage, use, and protect the client's personal information.

(1) Use of personal information
The Company and its Subcontractors use the client's provided personal information only to the extent necessary for arranging transportation, lodging, and other services pertaining to the travel. Furthermore, the Company and Subcontractors provide in advance the client's name, passport number, and the local place of sojourn to providers of the travel service via electronic communication means. Other than the above, for the purpose of providing the client with more satisfactory travel service in the future, the client's personal information may be used to inform the client of new travel services, request that the client fill in a questionnaire, ask for the client's comments on a travel he/she taken, or compile statistical materials.

(2) Disclosure and provision of personal information
The company and its subcontractors never disclose or provide the client's personal information to a third party, except in the cases described below.

(a) The client consents to such disclosure or provision.
(b) When the minimum information necessary for arrangement of the travel service is disclosed or provided for the travel service providers and subcontractors of the Company's and its sales agent's arrangement business.
(c) Disclosure or provision for the client's personal information is demanded through a legal order.

(3) When the company outsources partial part of the course such as travel conductor service, airport counter work, storing or abolishing work and need to give either partial or all of the personal information given by the client to the Subcontractors, the Company will select upon their liability to give information, and protect the client's personal information.

(4) If the client declines to provide personal information that is essential for arrangement of the travel service, the Company and Subcontractors may not accept the client's booking.

(5) Any questions or comments on personal information should be directed to one of the Company's customer-service centers at the following telephone numbers:
Tokyo (03) 5908-2505

(6) Representative for Protection of Personal and Private Information.
Our Executive Managing Director.

28. 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 travels), some instances may be treated differently and they are as follows:

(2) "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.

(3) 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.

(4) 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.

(5) 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.

29. Others

(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 a souvenir shop, etc. for the customer's convenience. In this case, the customer will purchase goods at the customer's own liability. H.I.S. will not provide assistance to the customer in replacing or returning the purchased goods, etc. In the case when duty-free tax refund is available, the customer will be required to keep the purchased goods as baggage and to follow procedures at the customer's own responsibility after confirming with the souvenir shop, airport, etc. The customer is advised to pay adequate attention while purchasing goods, as there are certain items for which import to Japan is prohibited under the Washington Convention and several domestic laws and regulations.

(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 as follows: For travel starting and finishing in Japan, from the time of departure (meeting) at starting airport indicated in schedule for each course and to the time of return (going home) to the same airport. For travel starting and finishing in a foreign country, from the time of meeting in starting place in the foreign country as indicated in the schedule, etc. to the time of return at the finishing place in the foreign country.

(6) In the case when the distance, which is within Japan and is from a domestic airport to the starting and finishing airport as indicated in paragraph (5), is traveled by standard fee or with an additional fee, etc. indicated in the Brochures, it will not be covered by the Travel Contract.

(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.

(Return Payment for the Tour Fee)

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

The name (spelling) of the applicant in the application form must be identical to that indicated in the passport to be used in the travel. If the customer's name (spelling) is mistakenly written in the application form, the re-issuance of air-line ticket, request of modification of the name to the related organizations, etc. will be necessary and the prescribed cancellation fee will be required. 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.