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

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

This Terms and Conditions for Travel constitutes part of "the statement explaining trade terms" stipulated in Article 12(4) of the Travel Agency Act and "the contract document" stipulated in Article 12(5) of that Act.

### 2. Agent-Organized Travel Contract

- 2. Agent-Organized Traver Contract (1)This travel is planned, offered and operated by travel companies designated in the website or brochures from the following (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.
  - 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)
  - QUALITA Co., Ltd. (6-8-1 Nishi-Shiniuku, Shiniuku-ku, Tokyo / Travel agency No. 1896 registered by the Commissioner of the Japan Tourism Agency)
  - H.I.S. Okinawa Co., Ltd. (4-15 Higashimachi, Naha-shi, Okinawa / Travel agency No.2041 registered by the Commissioner of the Japan Tourism Agency)
- (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"), Terms and Conditions for Travel, 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"), etc. The H.I.S. stipulations can be accessed at H.I.S.
- Website.

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

#### 3. Application for Travel

- (1)The customer is requested to complete the travel application form prescribed by H.I.S. and make an application together with the following application fee. The application fee will be treated as a part of the travel
- (2)H.I.S. may accept an application for the Travel Contract via telephone, postal mail, facsimile, internet and other means of communication. In this case, the contract will not be formed at the time of the application, and the customer will be requested to submit an application form and to pay the application fee within 3 days from the date following the date when H.I.S. gives notice of approving conclusion of the 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 less than a certain number of days before the departure date. H.I.S. may reject applications.)
  (3)The application fee will be treated as all or part of the "travel fee to be
- paid", "cancellation fee", or "penalty charge

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

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. Group Contract

- (1)If a person responsible for contracting who acts as a representative of a group of customers applies for travel, H.I.S. will deem that the person has all power of representation with respect to conclusion, cancellation, etc. of the contract
- (2)The person responsible for contracting is requested to submit a list of group members by the date specified by H.I.S.
- (3)H.I.S. shall bear no liability for debts or obligations owed or expected to be owed by the person responsible for contracting to the members.

  (4)If the person responsible for contracting does not accompany the group on the travel, H.I.S. will regards one of the members appointed by the said person in advance as the person responsible for contracting after

### 5. Requirements for Application

- (1)A customer who is under the age of 20 at the time of the application is required to submit written consent of the person who has parental
- (2)A customer who is under the age of 15 at the time of departure must be accompanied by his/her guardian.
- (3)In cases where a travel is aimed at specific group of customers or a travel has a specific purpose, if a customer's sex, age, qualification, skill or any other conditions do not satisfy the requirements designated by H.I.S., H.I.S. may refuse to allow participation.
- H.I.S. may refuse to allow participation.

  A customer who is not in a good physical condition, is physically or mentally handicapped, has some allergy, is or may be pregnant, is accompanied by an assistance dog, or otherwise requires special care is requested to state such fact upon booking (Also, if a customer gets in such circumstances after formation of the Travel Contract, the customer such circumstances after formation of the Iravel Contract, the customer is requested to state such fact immediately). In such instance H.I.S. 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. In such instance, H.I.S. may ask the customer about his/her condition and required. H.I.S. may ask the customer about his/her condition and required measures or request the customer to state them in writing. It shall be noted that when H.I.S. cannot arrange the measures requested by the customer, or when H.I.S. cannot be certain of the customer's entry into the destination country, H.I.S. may reject application for the Travel Contract or cancel the Travel Contract, In addition, due to the local situation, status of related facilities, etc., H.I.S. may accept the application subject to accompaniment by a caregiver or companion or refuse to allow participation for safe and smooth implementation of travel.
- (5)The expenses required for special measures taken for a customer by H.I.S upon request of the 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 shall 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 agree to a separate course of activities on the condition that the customer pay an extra fee inder an Agency-Arranged Travel Contract.
- (8)If a customer leaves the travel schedule for his/her own reason, he/she
- will be required to give notice of the departure, 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 a nuisance to other customers or to disturb smooth implementation of Agent-Organized Travel, H.I.S. may refuse to allow participation.
- (10)If a customer is a foreign national, he/she may be required to perform separate procedures, or make arrangements, etc.; therefore advance notice of foreign nationality is required without fail.
- (11)If a customer is found to be an organized crime group member, an associate member of an organized crime group, related party of organized crime group, related party of other anti-social force such as corporate racketeer, etc., H.I.S. may refuse to allow participation.
- (12)If a customer makes violent requests, unfair requests, uses threatening behavior or violence in relation to the transaction, or commits any similar acts, H.I.S. may refuse to allow participation.
- (13)If a customer commits acts that damage H.I.S.'s credibility or hinder H.I.S.'s operations by spreading false information or using fraud or power, or commits any similar acts, H.I.S. may refuse to allow participation.
- (14)Aside from the above, H.I.S. may reject applications for business related

### 6. Formation of Contract

- (1)In the case of an application via telephone stipulated in paragraph (1) and (2) of Section 3, the Travel Contract will be formed when H.I.S. approves conclusion of the contract and accepts the application fee.
- (2)In the case of an application via postal mail, facsimile or other means of communication stipulated in paragraph (2) of Section 3, the Travel Contract will be formed when H.I.S. gives notice approving conclusion of the Travel Contract with the customer after the application fee has been
- (3)In the case where 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 Contact cannot be concluded immediately at the time of the application due to seats fully-booked, rooms fully-booked or any other reasons, and if a customer so desires especially, H.I.S. may perform

handling in which the Travel Contract will be formed 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 to 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 has not been formed and such handling does not mean that H.I.S. promises that the
- Travel Contract will be formed in the future.

  (2)H.I.S. will keep an amount equivalent to the application fee as referred to in paragraph (1) of this Section as the "Deposit" and as of the time when conclusion of the Travel Contract becomes possible, H.I.S. will notify the customer to the effect that H.I.S. has approved conclusion of the Travel Contract and appropriate the Deposit to the application fee.
- (3)The Travel Contract shall be formed when H.I.S. notifies the customer to the effect that H.I.S. has approved conclusion of the Travel Contract (if the notification is done by the means of electronic acceptance notice, as of the time when the notice is delivered to the customer) in accordance with paragraph (2) of this Section.

  (4)If H.I.S. is unable to approve conclusion of the Travel Contract within the
- Waiting Period, H.I.S. will refund the entire amount of the Deposit to the
- (5) If the customer requests cancellation of Waiting List Handling before H.I.S. notifies the customer of approval of conclusion of the Travel Contract during the Waiting Period, H.I.S. will refund the entire amount of the Deposit to the customer. In this case, even if the request of the customer for cancellation of Waiting List Handling falls during the cancellation fee period, H.I.S. will not charge cancellation fee.

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

- 8. Delivery of Contract Document and Final Travel Schedule (1)After the formation of the Travel Contract, H.I.S. will promptly deliver to the customer the contract documents describing the travel schedule, content of Travel Services, any other terms and conditions for travel and matters related to H.I.S.'s responsibilities. The contract documents comprise H.I.S.'s website, brochures, Terms and Conditions for Travel, copy of application form, etc.
- (2)No later than the date preceding the departure date for travel, H.I.S. will INO later than the date preceding the departure date for travel, H.I.S. will deliver to the customer the Final Travel Schedule describing finalized information relating to the time and place of meeting, the transportation and accommodation facilities to be used, etc.; however, if the application was made on or after 7th day in advance, retroactively calculated from the day preceding the departure date for travel, the Final Travel Schedule may be delivered no later than the departure date for travel. The delivery method includes postal mail, email or instruction via Internet. In addition even before the delivery, H.I.S. will explain the status of the arrangement upon the customer's request.

## 9. Payment of Travel Fee

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

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".

### 11. Costs included in the Travel Fee

- (1)Transportation fees and charges for transportation facilities to be used, such as airplane, ship and train, etc. that are expressly indicated in the travel schedule (excluding fuel surcharges, except for the case where the Brochures expressly includes a fuel surcharge in the travel fee total). Unless the Brochures expressly indicates that a first-class seat or business-class seat will be used, an economy-class seat will be used,
- (2)Fees for shuttle buses, etc. included in the travel schedule (between airport, railway station or port and place of accommodation, except for the case where the travel schedule indicates that such fees shall be borne by the customer).
- (3)Sightseeing fees expressly indicated in the travel schedule (Bus fares, expenses for guides, entrance fees, etc.)

- (4)Accommodation fees and service fees expressly indicated in the travel schedule. (Unless otherwise specifically indicated in the Brochures, the fee is based on dual occupancy in a twin room.)
  (5)Expenses for meals (excluding in-flight 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)Expenses for tour conductor, in the case of conducted tour course
- The above-stated costs will not be reimbursed even if customer partially does not use the relevant services for his/her own reason.

#### 12. Costs not included in Travel Fee

Any expenses other than those set out in Section 11 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 such as cleaning fee(s), telephone charge(s), tips, extra beverages fee, etc. and incidental taxes and service fees;
- (3)Medical expenses for bodily injury or disease:
- (4) Expenses related to the overseas travel procedure (such as official fees for passport, certificate and visa, expenses for vaccination and travel agency charges for handling overseas travel procedures);
- (5)Transportation expenses required in Japan for the distance between the customer's home and the meeting or finishing point, such as departure and arrival airports, and accommodation expenses on the date preceding the departure date for travel, the finishing date of travel, etc.;

### (6)Baggage transportation fee

- Baggage transportation fee for one suitcase per customer (in principle Baggage transportation tee 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, direction or airline, so please inquire of the coordinator for details). Baggage transportation will be performed by the relevant transportation facility, and H.I.S. acts as agent for entrustment to the transportation facility;
- (7)Airport facility use charges in Japan and several airport taxes during the travel schedule such as airport tax, entry tax and departure tax in each

(8) Expenses for optional tour (short tour based on extra fee):

(9)Any other items indicated in the Brochures as "expenses for [ ]";

(10)Extra transportation fees and charges imposed by transportation facilities (fuel surcharge); and

(11)Taxes imposed by accommodation facilities.

#### 13. Extra Fees and Discounts

(1)The "extra fees" stipulated in Section 10 mean the following:

(Except for the case where it is indicated in advance that such fees are included in the travel fees)  $\,$ 

- (a)Extra fee in the case where a single room is used (A child as well as an adult will be counted as 1 person):
- (b)Extra fee for upgrading of the hotel or the room type;
- (c)Difference in prices in the case where a course "without meal", etc. as a standard is changed to a course "with meal", etc.;
- (d)Extra fee for extending accommodation period at the hotel;
- (e)Extra fee in the case where certain airline company is designated;
  (f)Difference in transportation fee required for changing the class of the seat in the airplane; and
  (g)Any other items indicated in the Brochures as "(extra) fee for [ ]".

  [2)The "discount" stipulated in Section 10 means the following:

  The items indicated in the Brochures as "discount for [ ]"
- (Except for the case where the travel fee after discount is set in advance)

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

- 14. Items to be implemented by Customer by the Departure Date (1)The customer, at his/her own responsibility, is required to acquire a passport, confirm that it has a sufficient remaining validity period, and acquire a visa, re-entry permit, and other necessary certificates, and to prepare documents for entry and departure procedures. However, H.I.S. may perform all or part of the overseas travel procedures on behalf of a may periorin all or part of the overseast 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 the service contract pertaining to the overseas travel procedures
- For sanitary information about your destination, please refer to the website, "Information about Quarantinable Infectious Diseases" (http://www.forth.go.jp/) by Ministry of Health, Labor and Welfare.
- (http://www.iortri.go.jp/) of winistry of retain, Labor and welfare.

  (3)Depending on your destination (country/area), information about traveling to the country or area may have been issued including "Overseas Travel Safety Information" by the Ministry of Foreign Affairs of Japan, so please confirm with the coordinator in charge of reservations when making an application for travel. Please also refer to MOFA's Overseas Safety HP (http://www.anzen.mofa.go.jp/, only in Japanese) or Ocenter for Consular Services, Consular Affairs Bureau of MOFA (Overseas Security Information Section: TEL: 03-3580-3311(key No.), Extension: 2902, 2903) for details.
- (4)H.I.S. recommends that a customer should register with the "Tabi-Regi" MOFA system, whereby information relevant to safety such as occurrence of emergencies will be received by email, etc. during the period of travel. (https://www.ezairyu.mofa.go.jp/tabireg/)

### 15. Change of Content of Travel Contract

15. Change of Content 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 other event that is beyond control of H.I.S. occur, and if it is inevitable for securing safe and smooth implementation of travel, H.I.S. may provide a prompt and advance explanation to the customer of the reason why such event is beyond the control of H.I.S. and about the causal relationship between the change of the Travel Contract and such event, and may change the content of the travel schedule and Travel Service. However, in the case of an emergency, if there is a compelling reason, H.I.S. will provide an explanation after making such changes. such changes.

After the conclusion of the Travel Contract, H.I.S. shall never change the travel fee, extra fee or 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 expectations compared to the to a large extent that is beyond normal expectations compared to the applicable charges or fees officially indicated as effective as of the point of time expressly indicated at the time of solicitation for Agent-Organized Travel, as a result of any drastic changes in the economy, etc., the travel fees 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 15 days in advance of the date preceding the departure date for travel or earlier.

- (2)If the contract content is changed and the 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 contract content is changed under Section 15 and the expenses required for implementation of travel (including cancellation fee, penalty charge, or any other expenses already paid or payable thereafter for the charge, or any ount expenses aireavy paid or payable interestler for its Travel Services which are not provided due to the relevant change of contract content) 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 even though the Travel Senties insured. Service is provided.
- Service is provided.

  (4)In the case where the Brochures describes that the travel fees may differ depending on the number of persons that use the transportation or accommodation facilities, etc., if the number of persons changes after the formation of the Travel Contract due to any reason not attributable to H.I.S., H.I.S. will adjust the travel fee to the extent described in the contract document.

#### 17. Change of Customer

- (1)The customer may, only in the case where the 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 (tax included) per one person; provided, however, that H.I.S. may, for business related 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 accepts the charge, and thereafter the third party to whom the position under the Travel Contract is transferred will succeed all rights and obligations with respect to the Travel Contract.

#### 18. 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; provided, however, that the request for cancellation will be accepted within the business hours of the sales office to which the application is made
- (As the amount of cancellation fee may differ depending on the date of the request, the customer is advised to always confirm by himself/herself the business day, business hours, contact information, etc. of the sales 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 various loan procedures, the payment of the above-stated cancellation fee will be required as well.
- 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 15; provided, however, that this is limited to the case where such change is indicated in the left column of the table of Section 26 or other important change.
- b. When the travel fee is increased under paragraph (1) of Section 16.
- b. When it is highly likely that the travel in accordance with the travel schedule described in the contract document has become impossible due to the occurrence of natural disaster, war, riot, suspension of Travel Service of transportation or accommodation facilities, etc., order of governmental 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 paragraph (2) of Section 8 no later than the date stipulated in said Section.

   When the implementation of the travel in accordance with the
- travel schedule described in the 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 (or application fee) already received, after deducting the prescribed cancellation fee. If the cancellation fee exceeds the amount of the application fee, the customer is required to pay the difference

A: Cancellation fee in the case of using airplane upon departure from and arrival in Japan, and the case where a place outside Japan is the departure place and arrival place (except for Travel Contract under B and C below).

Cancellation date of	Travel starting	Travel starting	Cancellation fee	
Travel Contract	on the	on the date	when PEX fare,	
(retroactively	specified	other than	etc. is used (Note	
calculated from the	date (Note 1)	the specified	3, 4)	
date preceding the		date		
departure date for				
travel)				
Cancellation after			Amount of airline	
conclusion of Travel			ticket cancellation	
Contract (except for	Free of	charge	fee, etc. at time of	
the following cases)			cancellation of	
		Travel Contract		
From 40 <sup>th</sup> day to 31 <sup>st</sup>	10% of travel fee	Fron of charge		
day in advance	10% of travel fee Free of charge		Whichever is larger,	
From 30th day to 3rd	20% of travel fee		the amount to the	
day in advance			left or the amount of	
From 2 <sup>nd</sup> day in			the airline ticket	
advance (two days			cancellation fee, etc.	
before the	50% of t		at the time of	
departure date) to	50% OI t	raveriee	cancellation of the	
the departure date			Travel Contract	
(Before departure)				
Cancellation after				
departure (Note 2)				
or nonparticipation	100% of travel fee			
without notice				

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

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- (Note 2) Upon application of this table, "after departure" means "time o starting to receive services" stipulated in Article 2, Paragraph 3 o the Special Indemnity Provisions of H.I.S. and thereafter.
- 3) In the case where an airline ticket under the same transaction terms (PEX fare, etc.) as the airline ticket that an airline selfs broadly to consumers via website, etc. is used at the time of departure from or arrival in Japan, if the fact that the said airline ticket is used, the name of the airlines, terms and amounts of cancellation fees, penalty charges, refund handling charges and other expenses required for cancellation of the air transportation contract are expressly indicated in Brochures, etc., this shall apply irrespective of the departure date

- (Note 4) In the case where the amount of the airline ticket cancellation fee, etc. of the boarding pass becomes the cancellation fee of the Travel Contract, a customer who desires to check the fare type of the issued airline ticket may make a request to the sales office. Conditions for cancellation of an airline ticket of the above-stated airline may be checked at the website, etc. of each airline. Please inquire of the sales office for any points of uncertainty.
- B: The cancellation fees for travel using a ship upon departure from or arrival in Japan, and travel including 3 or more nights' cruise in the travel schedule will be based on the cancellation fee as stated in the Brochures for the relevant travel.

C. Cancellation lees in the case where a chartered air plane is used, etc.		
Cancellation date of the Travel Contract		
(retroactively calculated from the date		
preceding the departure date for travel)		
From 90 <sup>th</sup> day to 31 <sup>st</sup> day in advance	20% of travel fee	
From 30 <sup>th</sup> day to 21 <sup>st</sup> day in advance	50% of travel fee	
From 20th day to 4th day in advance	80% of travel fee	
From 3 <sup>rd</sup> day in advance	100% of travel fee	

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

- A. If the customer fails to pay the travel fee by the date stipulated in Section 9, 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 stipulated in paragraph (1) (i) A. of this Section.
- Should any of the following items apply, H.I.S. may cancel the Travel Contract after providing an explanation to the customer.
   a. If it becomes clear that the customer does not satisfy the
- requirements for travel participation expressly indicated by H.I.S. in advance, including, but not limited to sex, age, qualification, skills; b. If it is found that the customer is unable to endure the travel, due
- to disease, non-existence of the necessary caretaker or any other
- c. If it is found that the customer is likely to cause a nuisance to other customers or to disturb smooth implementation of group activities;
- d. If the customer demands that H.I.S. bear an unreasonable burden with regard to the contract content;
- e. If the number of customers is less than the minimum number of If the number of customers is less than the minimum number of participants described in the Brochures. In this case, if travel starts during the period of April 27 – May 6, July 20 – August 31 or December 20 – January 7, H.I.S. will give notice of cancellation before 33days in advance of the departure date for travel, and if travel starts during another period, H.I.S. will give the said notice before 23 days in advance of the departure date for travel;
- f. If the conditions expressly indicated by H.I.S. in advance 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 in accordance with the travel schedule 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 paragraphs (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 the Travel Contract or takes a temporary leave from travel for his/her own reasons, the customer will be deemed to have waived his/her rights and H.I.S. will not reimburse any payment. If any Travel Service described in the contract document becomes
- unavailable, due to any reason not attributable to the customer, the unavailable, due to any reason not attributable to the customer, the customer may cancel a part of the Travel Contract relating to the said unavailable Travel Service, without paying the cancellation fee. In this case, H.I.S. will reimburse the customer, out of the travel fee, an amount equivalent to the part related to provision of the said 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 variety and the profess persistent in such expenses already paid or payable thereafter, pertaining to such unavailable service.

### (ii) Cancellation by H.I.S. and reimbursement

- A. Even after departure, if any of the following items applies, H.I.S. may cancel all or part of the Travel Contract after providing an explanation to the customer.
- a. If it is found that the customer is unable to endure continuance of travel, due to disease, non-existence of the necessary caretaker any other reason;
  - b. If the customer fails to follow the directions of a tour conductor, 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 travel, or if the customer break through discipline in group activities and disturbs the safe and smooth implementation of travel through assault or intimidation against the said persons or other travelers;
- 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 travel becomes impossible; or
- d. If it is discovered that any of paragraphs (11) to (13) of Section 5 is applicable to the customer.

  B. Effect of cancellation and reimbursement
- B. Effect of cancellation and reimbursement In the case where H.I.S. cancels the Travel Contract due to any of the reasons set out in paragraph (2) (ii) A. of this Section, if there is any expense, including, but not limited to, cancellation fees, or penalty charges, already paid or payable thereafter to a Travel Service provider, whose Travel Service is not provided due to cancellation of the contract, such expense shall be borne by the customer. In this case, H.I.S. will reimburse the customer for the portion of the travel fee relevant to the Travel Service that is not provided to the customer, after deducting the cancellation fee, penalty charge or other expenses paid or payable thereafter by H.I.S. to the Travel Service provider. 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.
- If H.I.S. cancels the Travel Contract under the provision of paragraph (2) (ii) A. of this Section, the contractual relationship between H.I.S. and the customer will cease to exist from then on and will have no 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 where the travel fee is reduced under the provisions of paragraphs (2) and (3) of Section 16, if H.I.S. or the customer cancels the Travel Contract and any reimbursement is required, if the contract is cancelled before the departure, H.I.S. will reimburse the amount within 7

days calculating from the date following the cancellation date, and if the travel fee is reduced or the contract is cancelled after departure, H.I.S will

reimburse the amount within 30 days calculating from the date following the finishing date of travel as described in the Brochures.

(4) The provisions of paragraph (3) of this Section shall not preclude the customer or H.I.S. from exercising its right to claim compensation for damages under the provision of Section 22 or Section 24.

### 19. 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 if H.I.S. and the customer conclude a special contract having different terms

- (1)If it is found that there is a possibility that the Travel Service will not be provided to the customer during travel, H.I.S. will take necessary measures to secure the provision of the Travel Service in accordance with the Travel Contract.
- (2)If H.I.S. must change the contract content even though H.I.S. took the If H.I.S. must change the contract content even though H.I.S. took the measures stipulated in paragraph (1) of this Section, H.I.S. will arrange a substitute service. In this case, if H.I.S. changes the travel schedule, 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 H.I.S. changes the content of the Travel Service, H.I.S. will make efforts so that the change will be minimal, including making efforts so that the changed Travel Service will have the same content as the original Travel Service.

### (3)Protective measures

If H.I.S. finds that the customer is in the condition requiring protection If H.I.S. Tinds that the customer is in the condition requiring protection due to disease, bodily injury, etc. during travel, H.I.S. may take necessary measures. In this case, if such necessity is not due to any reason attributable to H.I.S., the expenses required for the measures shall 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. by the method designated by H.I.S.

#### 20. Directions of H.I.S.

If the customer acts as a participant in 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

#### 21. Tour Conductor

(1)The availability of a tour conductor will be expressly indicated in the

- (2)If travel is accompanied by a tour conductor, the tour conductor will be in charge, either fully or in part, of the services necessary to secure safe and smooth implementation of travel and other services that are found necessary by H.I.S., and if travel is not accompanied by a tour conductor, local personnel at the destination will be in charge of such services.
- (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 8:00 to
- (5)The tour conductor will accompany the customer in order to make full ine tour conductor will accompany the customer in order to make trul
  efforts for travel schedule management. In addition, it is necessary under
  the Labor Standards Act to allow the tour conductor to take certain rest
  breaks while working; the customer's understanding would be highly appreciated in this regard.

### 22. H.I.S.'s Liability

- (1)If H.I.S. or the Business Agent of H.I.S. causes damage to the customer due to willful misconduct or negligence in implementing the Travel Contract, H.I.S. shall compensate for the damage incurred by the customer (limited to the case where the customer gives a notice to H.I.S. within two years calculating from the date following the date of occurrence of the damage).
- (2)The "Business Agent" means the person (local agency) who, in place of H.I.S., arranges Travel Services provision facilities whose service H.I.S. provides to customers at the destination, such as transportation or accommodation facilities, etc. (airplane, train, bus, hotel, etc.).
- (3)The scope of the liability of H.I.S. shall be limited to the case where the The scope of the liability of H.I.S. shall be limited to the case where the damage is caused to the customer due to willful misconduct or negligence of H.I.S. or the above-stated Business Agent, and if the damage is caused to the customer due to willful misconduct or negligence of Travel Services provision facilities arranged by H.I.S. or the Business Agent, such as transportation or accommodation facilities, etc. (airplane, train, bus, hotel, etc.), the relevant Travel Service provision facility shall be liable for such damage. (4)H.I.S. strongly recommends that the customer take out overseas travel
- (5)If a 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. shall not assume 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:
- Order of government authority, limitation on departure from and entry to foreign countries 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;
- Food poisoning;
- Criminal act such as theft and fraud;
- Co. Delay, interruption, change of schedule, change of route, etc. of transportation or accommodation facilities, etc., or any change of travel schedule or reduction of staying time at the destination as a result of such event;
   H. H.L.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, loss of life or expenses for medical treatment caused by disease, damage liability, expenses for rescue workers, etc.; or Other events beyond the control of H.I.S.
- (6)Notwithstanding the provisions of paragraph (1) of this Section, H.I.S. shall compensate for the damage referred to in the said paragraph caused to baggage up to a limit of 150,000 yen per Traveler, limited to the case where the customer makes a request within 21 days from the date following the date of occurrence of the damage (except for the case where there is willfully interendent or greet peoplesses of H.I.S. or the where there is willful misconduct or gross negligence of H.I.S. or the Business Agent of H.I.S.).

### 23. Special Indemnity

(1)Regardless of whether the liability set out in the preceding Section (H.I.S.'s Liability) arises or not, under the special indemnity provisions of the H.I.S. stipulations, H.I.S. will pay loss of life indemnity, residual disability indemnity, hospitalization condolence money, or outpatient treatment condolence money to the customer or his/her heir-at-law, if the customer suffers any bodily injury caused by a sudden and accidental happening of external origin, while the customer is participating in Agent-Organized Travel and will pay damage indemnity for the damage to

- the hand baggage; provided, however, that H.I.S. will not pay indemnity for cash, credit card, valuables, exposed film, or other items stipulated in Article 18, Paragraph 2 of the special indemnity provisions of the H.I.S
- \* This clause will not apply to medical treatment expenses for bodily injury caused by an accident, loss of life or expenses for medical treatment caused by disease, damage liability, expenses for rescue workers, etc.
- by disease, damage liability, expenses for rescue workers, etc.

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

- (3). Notwithstanding the provisions of paragraph (1) of this Section, for the days where there is no provision of the Travel Services included in the Agent-Organized Travel arranged by H.I.S., only when that fact is expressly indicated in the Brochures, shall the customer be deemed not to be participating in the relevant Agent-Organized Travel
- (4)In the case where 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, both obligations will be deemed to have been performed to the extent of the amount of performed obligation.

## 24. Customer's Liability

- (1)If H.I.S incurs damage as a result of willful act, negligence, act against law and regulations or public order and morality by a customer, or due to the fact that the customer fails to comply with the provisions of H.I.S. stipulations, H.I.S. may seek compensation from the customer for the
- damage. (2)Upon concluding a Travel Contract with H.I.S., a customer is expected  ${\bf t}$ make his/her best efforts to utilize the information provided by H.I.S. and be aware of the content of the Travel Contract, including, but not limite to his/her rights and obligations.
- (3)For smooth provision of the Travel Service stated in the contract afte departure, if a customer finds that provided Travel Services are differen from those stated in the Travel Contract, the customer is requested to promptly state such fact to H.I.S., Business Agent, or the provider of the said Travel Service at the place where he/she is staying during travel.

#### 25. Optional Tour or Provision of Information

- (1)The application of Section 23 (Special Indemnity) to an optional tour ine application of section 23 (Special Indemnity) to an optional toul which is planned and implemented by H.I.S. for the custome participating in the Agent-Organized Travel of H.I.S. upon receipt of 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 expressi indicated in the Brochures.
- (2)In the case when it is expressly indicated in the Brochures that the planne of the optional tour is a local subsidiary other than H.I.S., H.I.S. will part the compensation or solatium for damage stipulated in Section 23 suffered by the customer while he/she is participating in the said optionatour (except for the case where the day of use of the said optional tour falls on a Non-Arrangement Day in primary Agent-Organized Travel, an such fact is described in the Brochures or Final Travel Schedule). However all the liability of the planner and the customer relating to the implementation of the optional tour will be in accordance with the rule set by the local subsidiary implementing the optional tour and the said because.
- (3)If there is any description of available sports, etc. in the Brochures as "onl as provision of information", H.I.S. will expressly indicate to that effect. I this case, the provisions of Section 23 will apply to the damage suffere by the customer while participating in such available sports, etc. (excep for the case where the day of use of the said optional tour falls on a Non Arrangement Day in primary Agent-Organized Travel, and such fact it described in the Brochures or Final Travel Schedule) but H.I.S. will not be responsible for any other damage.

### 26. Guarantee of Travel Schedule

- 26. Guarantee of Travel Schedule
  (1)In the case where 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 compensation for change in the amount of the travel fee multiplied by the rate indicated in the right column of the following table, within 30 days from the date following the finishing date of travel; provided, however, that if it is clear that H.I.S. bears the liability under Section 22 for such changed matters, H.I.S. will pay the amount as all or part of compensation for damages, not as compensation for change.
  (i) In the case of a change caused by any of the following reasons H.I.S.).
  - (i) In the case of a change caused by any of the following reasons, H.I.S will pay no compensation for change (provided, however, that if such change is due to insufficiencies (overbooking) in seats, rooms or other transportation or accommodation facilities even though the Travel Service is provided, H.I.S. will pay compensation for change).
  - a. Bad weather or natural disaster causing an obstacle to 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;
  - g. Other measures necessary to secure safety of the life or body of participants in the travel.
  - (ii) In the case where the change is pertaining to the part of the Travel Contract cancelled under the provisions of Section 18, H.I.S. will pay no compensation for the 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 pay no compensation for change
- (3)In the case where it becomes clear that H.I.S. bears liability under Section 22 for a change after H.I.S. pays compensation for the said change under the provisions of paragraph (1) of this Section, the customer will be required to refund to H.I.S. the compensation for change pertaining to the said change. In this case, H.I.S. will set off the amount of compensation for 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)With the consent of the customer, H.I.S. may provide a goods or Travel

Services that at least equivalent in value instead of monetary payme	ent o
compensation for change.	

Changes for which H.I.S. pays compensation		Amount of compensation for change = Following rate per single change × Travel fee to be paid	
		In the case where the customer is notified of the change by the date preceding the departure date for travel	In the case where the customer is notified of the change on or after the departure date for travel
1	Change of departure date for travel or finishing date of travel described in the contract document	1.5%	3.0%
2	Change of sightseeing location or facilities to be visited (including restaurant) or other travel destination described in the contract document	1.0%	2.0%
3	Change of class or equipment of transportation facilities described in the contract document to those with a lower price (limited to the case where the total of the prices for the changed class and equipment is less than the total of the prices for the class and equipment described in the contract document)	1.0%	2.0%
4	Change of type or corporate name of transportation facilities described in the contract document	1.0%	2.0%
5	Change of flight to the flight using a different starting airport or finishing airport in Japan from that described in the contract document	1.0%	2.0%
6	Change of a direct flight between Japan and a foreign country described in the contract document to a connecting flight or an indirect flight	1.0%	2.0%
7	Change of type or name of accommodation facilities described in the contract document (except for the case where H.I.S. determines the class of the accommodation facilities and the class for the accommodation facilities after the change is higher than that described in the contract document)	1.0%	2.0%
8	Change of type, equipment, scenery or other conditions of guest rooms of accommodation facilities described in the contract document.	1.0%	2.0%
9	Out of the changes set forth in above items 1 to 8, change of items described in a tour title	2.5%	5.0%

(Note 1) In the case where the Final Travel Schedule is provided, this table one 1) in the case where the Final Travel Schedule is provided, this table shall apply by replacing "contract document" with "Final Travel Schedule". In this case, if any change exists between the description in the contract document and the description in the Final Travel Schedule or between the description in the Final Travel Schedule and the content of the Travel Service actually provided, each change will be treated as one change.

in the contract document

- (Note 2) In the case where the transportation facilities, which are associated with the change set forth in item 3 or 4 of the above table, include the use of accommodation facilities, such change in one night of stay will be treated as one change.
- (Note 3) The change of corporate name of the transportation facilities set forth in 4 of the above table will not apply to the case when the change is
- to a higher class or equipment of higher price.

  (Note 4) The class of accommodation facilities in item 7 of the above table is in accordance with the list described in the Brochures for the relevant directions at the time of conclusion of the Travel Contract, or lists provided for viewing at sales offices of H.I.S. or H.I.S.'s websites.
- (Note5) In the case where two of more changes described in item 4, 7, or 8 of the above table exist for one passage, etc. or one night of stay, such changes in one passage, etc. or one night of stay will be treated as one
- (Note6) The rate described in items 1 to 8 of the above table will not apply to the change described in item 9 of the same and the rate described in the said item will apply.

## 27. Reference for Terms and Conditions of Travel and for Travel Fee

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

#### 28. Matters related to Protection of Personal Information Privacy Policy

For H.I.S. Co., Ltd., QUALITA Co., Ltd. and H.I.S. Okinawa Co., Ltd. (hereinafter referred to as "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 irreplaceable important asset. In addition, society demands that this precious irreplaceable important asset. In adoltion, 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 concerning 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 and take measures to prevent use of the personal information for non-prescribed purposes. 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 relevant laws and regulations, guidelines provided by the government and any other codes. In addition, H.I.S. will establish a Personal Information Protection Management System, make efforts to make it known to executives and employees and to ensure thorough compliance therewith, 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, make efforts to implement proper and reasonable security measures from both aspects of technology and management in order to prevent risk of leakage, destruction or damage and continuously implement review thereof. Should leakage, 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: November 1, 2017

Hideo Sawada Representative Director and President

> Representative Director QUALITA Co., Ltd.

Masuaki Kitava Representative Director H.I.S. Okinawa Co., Ltd.

[ Inquiry Counter on Personal Information] Customer Center, H.I.S. Co., Ltd.

[Tokyo]03 (5908) 2505

Weekdays 10:00-18:30

(out of service for Saturdays, Sundays and national holidays) [Nagoya]052 (856) 7800

Weekdays 10:00-18:30

(out of service for Saturdays, Sundays and national holidays) [Osaka]06 (6133) 0320

Weekdays 10:00-18:30

(out of service for Saturdays, Sundays and national holidays ) [Fukuoka]092 (735) 5577

Weekdays 10:00-18:30

(out of service for Saturdays, Sundays and national holidays )
\*Inquiries about personal information with respect to QUALITA Co., Ltd. and

H.I.S. Okinawa Co., Ltd. will be accepted at [Tokyo].

[In the case where an inquiry is made by phone, H.I.S. may record the conversation content in order to confirm the content.]

### On handling of personal information of customers

### 1. Purpose of use of personal information

H.I.S. will use personal information provided by the customer by filling in or entering on an application form or by telephone or email communication at the time of inquiry or application for travel or other products or services by the following means.

### <Personal information provided upon inquiry or consultation>

ALIS. may use this personal information for contacting the customer, or for communication or confirmation with related organizations, etc. in details of consultations by customers within the necessary scope.

#### <Personal information provided upon application for travel or insurance.</p> etc. related to travel>

H.I.S. will use this personal information for communication with the customer, and also within the scope necessary for arrangement and receipt of travel services provided by transportation or accommodation facilities, etc. in travel services provided by transportation or accommodation facilities, etc. in travel for which the customer is applying (primary transportation or accommodation facilities, etc. are stated in the contract document) and provision of insurance-related services. In addition, personal information on the person to contact in Japan for the customer will be used in the case where H.I.S. recognizes the necessity of contacting the person in the case of disease or injury, etc. of the customer during travel.

## Personal information provided upon application other products or

H.I.S. will use this personal information for communication with the customer, and also within the scope necessary for sending products or provision of the services for which the customer has applied.

- In addition, H.I.S. may use the personal information of customers for market analysis for development of better travel or other products or services in the future, delivery of promotions etc. on products or services of H.I.S. or its allied companies, or requesting for provision of opinions or free thoughts after participation in travel or after receiving other products or services, or for provision of premium services, etc.
- H.I.S. will retain a part of the personal information provided by the customer upon application for travel, other goods and services, etc. as personal data.
- In any instance, please understand that the customers themselves may choose whether or not to provide the personal information to H.I.S., however, if the personal information not provided is indispensable for provision of the travel or other products or services subject to application, the customer may not use the travel or other products or services of H.I.S.

### 2 Provision of personal information

H.I.S. will provide to a third party as follows the personal information provided by the customer by filling in or making an entry in the application form or telephone or email communication at the time of inquiry or application for travel and other products and services. The customer shall consent to the provision of the personal information

### rsonal information provided upon inquiry or consultation:

H.I.S. may provide personal information of the customer to organizations, etc. related to the content of consultations, etc. by the customers within the scope necessary for handling of inquiries or consultations of customers

Compensation for change

#### nformation provided upon application for travel or insurance, <Personal informati etc. related to travel

H.I.S. will provide the name, sex, age, address, telephone number, email address, and passport No. to transportation and accommodation facilities, etc., insurance companies, or gift shops, etc. by means of electronic transmission, etc., within the scope necessary for arrangement and receipt of travel services applied for by customers, for insurance procedures to cover the liability of H.I.S. under the Travel Contract and expenses, etc. at the time of accident ext. and for convenience of sponging by customers in gift shop of accident, etc., and for convenience of shopping by customers in gift shop at the travel destination

## <Personal information provided upon application other products or

H.I.S. will provide the name, sex, age, address, telephone number, email address, and passport No. to business operators that engage in sales and delivery of products, business operators subject to reservation in reservation services, opposite parties in matching services, and insurance companies, etc., by means of electronic transmission, etc., within the scope necessary for sending of products or provision of the services applied for by customers, and for insurance procedures to cover the liability of H.I.S., and expenses, etc. at the time of accidents, etc., in the provision of products and services of

- \* In all other cases, H.I.S. will not provide personal information to a third party without the approval of the customer except for the following cases: (1)Where there is the consent of the customer;
- (2) Where disclosure is required under the laws or regulations
- (3)Where disclosure is necessary for protection of the life, body or assets of a person and it is difficult to obtain the consent of the customer;
- (4) Where disclosure is especially necessary for improvement of public health or promotion of sound growth of children and it is difficult to obtain the consent of the customer:
- (5) Where it is necessary to cooperate with national government organs, local governments or a person entrusted with their business thereby in performing affairs prescribed by laws and regulations and there is a possibility that obtaining the consent of the customer will create an obstacle to the performance of the relevant affairs;
- (6)Where all or part of personal information handling is entrusted within the scope necessary for achievement of the specified purpose of use

#### 3. Joint use of personal information

Out of personal information provided by the customer, H.I.S. will jointly use out or personal minimization provided by the customer, H.I.S. will jointly use name, address, telephone number, email address, etc. with the Group companies and special agents as below within the minimum scope necessary for simplifying applications for travel or other goods or services by the customer in the future and for contacting and dealing with customers. The \*mark indicates the name of the person responsible for management of the personal information.

(Group Companies and Special Agents)

H.I.S. Co., Ltd. (\*) QUALITA Co., Ltd. No.1 Travel Shibuya Co., Ltd. Tour Wave Co., Ltd.

Activity Japan Co., Ltd H.I.S. Okinawa Co., Ltd. H.I.S. Dokodemodoor Co., Ltd. Cruise Planet Co., Ltd Ohshu Express Limited Japan Holiday Travel Co., Ltd. INTERPARK TOUR JAPAN Co., Ltd. LY-HIS Travel Co., Ltd. H.T.B. Travel Co., Ltd. AGT Co., Ltd. (Advanced Global

4 . On 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. with respect to the personal information retained by 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, regulations and internal rules of H.I.S. 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 reaso

Transport)

[Inquiry Counter on Personal Information] Customer Center, H.I.S. Co., Ltd. 5. Other matters

- H.I.S. Co., Ltd. is a member of the following certified personal information protection organization. Customers may make requests to the relevant organization for resolution of complaints related to personal information against H.I.S.
- [ Names of certified personal information protection organization and contact addresses for resolution of complaints]

Japan Information Processing Development Center (JIPDEC)

Personal Information Protection Complaints and Consultation Office (Tel: 03-5860-7565, toll-free: 0120-700-779)

- \* This is not a contact address for inquiries related to the products or services of H.I.S.
- This Privacy Policy is about handling of personal information by H.I.S. Co., Ltd., QUALITA Co., Ltd. and H.I.S. Okinawa Co., Ltd. in Japan. Other domestic affiliates and overseas subsidiaries are not the subject of the
- A customer who is under age of 16 is requested to obtain the consent of their guardian before providing personal information
- H.I.S. may revise this Privacy Policy in order to manage protection of personal information of customers more properly 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 shall not apply to customers because of the nature thereof.

# 29. Terms and Conditions for Travel under Contract by Communication

- (1)Under the condition that H.I.S. receives the payment of travel fees cancellation fees, etc. without a signature on the specified form by a customer who is the holder of a credit card (hereinafter referred to as "e 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 H.I.S. (hereinafter referred to as an "Affiliated Company"), H.I.S. may accept the customer's application via telephone, postal mail, facsimile, or other means of communication and conclude a Travel Contract (hereinafter referred to as a "Contract by Communication Means"). Although most of the terms and conditions of a Contract by Communication Means are in accordance with this Terms and Conditions for Travel, some instances maybe treated differently, as indicated below. (2)"The Day of Card Use" in this section shall mean the date when either the customer or H.I.S. must perform its obligation to pay or refund the travel fee, etc. under the Travel Contract.
- (3)A Travel Contract by Contract by Communication Means shall be formed, in the case of application via telephone, when H.I.S approves the customer's application. In the case of application via postal mail, facsimile, or other means of communication, the contract shall be formed when H.I.S sends to the customer a notification stating that H.I.S. approves the Travel Contract; provided, however, that when the said notification is sent by means of electronic acceptance notice, such as e-mail, facsimile, etc., the contract shall be formed when the said notice is delivered to the

- (4)By a credit card issued by an Affiliated Company, H.I.S. will receive the payment of Travel fees, cancellation fees, etc. without a signature on the payment of Travel rees, carcellation fees, etc. without a spirature on the specified form by the Cardholder. In this case, the Date of Card Use for paying the travel fee shall be the date when the finalized content of Travel Services is notified to the customer. In addition, for payment of expenses the customer bears as a result of changes in the contract content or cancellation of the Travel Contract, the Date of Card Use shall be the date when the Carpany parties the customer of the contract. be the date when the Company notifies the customer of the amount of the expenses; provided, however, that if H.I.S. cancels the Travel Contract under Section 18, the customer is required to pay the said expenses by the date and payment method designated 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 is void or has become void, H.I.S. may decline or may terminate the Travel

#### 30. 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 take 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 exchanging or returning the purchased goods, etc. In the case where duty-free tax refund is available, the customer will be required to keep outy-free tax retund is available, the customer will be required to keep the purchased goods as baggage and to perform the procedures by himself/herself after confirming the procedure at 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 trave
- (4) The travel fee for a child or infant will be separately stipulated for each
- (5)With respect to the travel starting and finishing in Japan, the scope within which H.I.S. is obligated to manage the travel schedule under the Travel Contract will be from the time of departure (meeting) at departure airport or departure point indicated in Final Travel Schedule to the time of return to (breaking up at) the said airport or point.
- With respect to the travel starting and finishing in a foreign country, the said scope will be from the time of meeting at the meeting place in the foreign country indicated in the travel schedule, etc. to the time of breaking up at the finishing point in the foreign country
- (6)In the case where separate arrangements are made for the distance from an airport in Japan to the departure /arrival airport or departure/arrival point referred to in paragraph (5) of this Section, the relevant distance is not included in the scope of the Agent-Organized Travel Contract.
- (7)Any dispute between the customer and H.I.S. with respect to the contract will be subject to the exclusive jurisdiction of Japanese courts and will be governed by Japanese law

In the case of cancellation due to reasons of the customer and thereby any refund is necessary, the customer must cover the cost associated therewith. The refund shall be made by transfer to the bank account of the customer.

### (Several Airport Taxes and Fuel Surcharge)

- (1) The travel fee does not include various airport taxes and fuel surcharges (excluding the case where the Brochures indicates the total price of the travel fee including the fuel surcharge). The customer is required to separately pay various airport taxes and fuel surcharges in the amounts, determined upon the conclusion of the Travel Contract and converted to Japanese currency. H.I.S. will not collect additional payments or will not reimbures any amount years if the exchange rate furturates thereafter. reimburse any amount, even if the exchange rate fluctuates thereafter
- (2)Notwithstanding the above, in the case when various airport taxes, fuel surcharges, etc. are newly introduced or increased or decreased, various surcharges, etc. are newly introduced or increased or decreased, various airport taxes, fuel surcharge, etc. will be re-converted to Japanese currency at 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 where the Brochures indicates the total price of travel fee including the fuel surcharge, H.I.S. will not additionally collected or refund any amount hereuse of an increase will not additionally collect or refund any amount because of an increase or decrease of fuel surcharge.)
- (3)In the case where the contract is cancelled because of an increase of fuel surcharge, the prescribed amount of the cancellation fee will be required.

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

The name (spelling) of the customer used at the time of application and entered in the application form must be identical to that indicated in the passport to be used in the travel. In the case where the customer's name (spelling) is mistakenly written on the application form, the re-issuance of (spelling) is mistakenly written on the application form, the re-issuance of airline tickets, requests of modification of the name to the 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 of transportation or accommodation facilities, the Travel Contract may be cancelled and the prescribed cancellation fee may be

### To Customers "Guidance and Caution

### 《 On your passport and visa 》

- Please check whether your passport has sufficient remaining validity period necessary for your trip, and whether you need a visa for the destination country of your travel from the descriptions in the Brochure, and then complete the necessary procedures
- If you go to or go via the United States, please check whether your passport is an IC passport. If your passport is not an IC passport, you need a visa for the United States. Please acquire the visa for the United States or renew your passport.
- If your nationality is not Japanese, please confirm with your consulate, the consulate at the destination of travel or the immigration office, etc., and check or finish the procedures for acquisition of a visa, re-entry permit and the remaining validity period of your passport

### 《On Changes》

In Agent-Organized Travel, in the case of various changes, the reservation will be cancelled once and then handled as a new reservation. If the

change occurs in a period subject to charging a cancellation fee, the change will be subject to a cancellation charge. Change means change of schedule as for the departure date and return date, increase or decrease of the number of stays, change of course (airline, hotels, details of sightseeing, etc.), or change of the name of the traveler (excluding the case of change of traveler), etc.

#### 《For customers in need of special care 》

 If you have a disability, chronic disease or if you are pregnant, please notify H.I.S to that effect at the time of applying for travel. H.I.S. will accept the application to the extent that is a feasible and reasonable. H.I.S. may set the condition of the submission of a medical certificate, n.i.s. may set the condition of the submission of a metical certificate escort by a caretaker or accompanying person, or may refuse to allow participation. H.I.S. may also refuse to allow participation due to business reasons of H.I.S.

#### 《 On overseas safety information》

After applying for the travel, if the warning "please cease unnecessary or non-urgent travel" or a warning of greater severity is issued about the place of the destination of travel, H.I.S. may change or terminate the content of the Travel Contract. However, if H.I.S. judges that H.I.S. is capable of securing the safety and schedule management of customer based on various information, H.I.S. will host the tour. In such instance, a customer cancels travel due to his/her own judgment, H.I.S. wi receive the prescribed cancellation fee.

### 《 On overseas travel insurance》

H.I.S. strongly recommends that the customer take out in overseas travel liability insurance coverage against disease, accident or theft during travel. Expenses for treatment or indemnification overseas may end up

#### 《To enjoy your trip》

If you judge that travel services provided during travel are different from those stated in the Brochure, please notify H.I.S. promptly. H.I.S. may not address the matter if you notify H.I.S. after returning to Japan.

#### 《 On information on accidents, etc.》

If any accident, etc. arises during travel, please notify the emergency contact No. in the Final Schedule immediately. If there is any situation in which you cannot make contact, please notify H.I.S. as soon as such situation is no longer in effect.

### 《 On airline services》

- Due to the distribution of seats or arrangement of seats in the airplane, or the status of crowding, check-in time, etc., there are cases where customers cannot take seats next to each other or in any other desired seats, even though they are participating as a group, couple, on a honeymoon trip, or as a family. In the case of economy class tickets, H.I.S. will not necessarily accept requests for window side or aisle side.
- You may receive airline mileage services by participating in Agent-Organized Travel of H.I.S., however you are requested to make inquiries to or register, etc. with the relevant airline by yourself. In addition, when it becomes impossible for the customer to receive the relevant services which the customer is planning to receive, irrespective of the reason, H.I.S. will bear no liability under Section 22-(1) and Section 26 (1).
- H.I.S. Will bear no liability under Section 22-(1) and Section 26 (1).

  Change of travel schedule, reduction of the period of stay at the destination and change or deletion of sightseeing place, etc. may arise due to bad weather, act of God, delay or disconnection of transportation facilities, change of rockedule, strike, change of route, etc. In such a case where H.I.S. is not involved, H.I.S. will be exempt from liability and will assume no liability, however H.I.S. will be exempt from liability and win assume no liability, however H.I.S. will make best efforts in arrangements so that Travel Services will be in accordance with the initially-projected schedule. In such instance, transportation or accommodation expenses additionally arranged at the travel destination shall be borne by the