

# **Ryobi Tours Inc. Statement of Travel Terms and Conditions**

## **(for Agent-Organized Domestic Tours within Japan)**

This document represents part of the Terms and Conditions Explanatory Document stipulated in Article 12-4 of the Travel Agency Law, and the contract specifying services rendered for travel and other matters as stipulated in Article 12-5 under the same law.

### **1. Contract for Agent-Organized Domestic Tours**

- (1) This tour is organized by Ryobi Tours Inc. [Registered Travel Agency No. 163 approved by the Commissioner of the Japan Tourism Agency] (hereinafter referred to as "the Company"), and the Customer who participates in this trip is required to sign an Agent-Organized Tour Contract (hereinafter referred to as the "Tour Contract") with the Company.
- (2) The Company agrees to undertake the arrangements and to provide the necessary itinerary management services in order to ensure that the Customer is able to receive the transportation, accommodations and other travel-related services to be provided by the relevant providers in accordance with the travel itinerary prepared by the Company (hereinafter referred to as the "Travel Services").
- (3) The Terms and Conditions of the tour contract are those set forth in the pertinent web information and brochure, this Statement of Travel Terms and Conditions, the written confirmation which is to be furnished to the Customer prior to departure (hereinafter referred to as the "Final Travel Itinerary") and the provisions contained in the Company's General Terms and Conditions regarding Agent-Organized Tour Participation Agreements (hereinafter referred to as the "Company's General Terms and Conditions"). The Company's General Terms and Conditions are available on the Company's website (<https://www.ryobi-tours.jp/>).

### **2. Application for Tour and Formation of Contract**

- (1) When applying for the tour, please fill in the prescribed form (hereinafter referred to as the "Application Form") and submit it along with the application fee (either the entire payment or a partial payment of the tour fee) as detailed below. The application fee will be considered as part or all of the tour fee, cancellation fee, or penalty fee, respectively.

- (2) The Company may accept applications for Tour Contracts by telephone, mail, facsimile, internet, or any other means of communication. In such cases, the Customer shall submit the application form and pay the application fee within 3 days from the day following the day on which the Company notifies the applicant of its acceptance of the contract. When the application fee has not been paid within this period, the Company may assume that no application has been made. (The Company may decline the Customers application on the condition that there are fewer than a certain number of days before departure.)
- (3) The Tour Contract is concluded when the Company has accepted the conclusion of the contract and has received the application fee as specified in (1) of this Section. However, the conclusion of a Tour Contract through a telecommunication contract shall be in accordance with the provisions of Paragraph 27.
- (4) In case the Customer requires special consideration for participation in the tour, it should be requested when applying for a reservation. The Company will comply with this to the extent possible.
- (5) The Customer shall bear the cost in taking special measures taken by the Company on behalf of the Customer based on the request under (4) of this section.

(6) Application fee

<b>Tour fee (per person)</b>	Under 30,000 yen	Over 30,000 yen Under 60,000 yen	Over 60,000 yen Under 100,000 yen	Over 100,000 yen Under 150,000 yen	Over 150,000 yen
<b>Application fee</b>	6,000 yen	12,000 yen	20,000 yen	30,000 yen	20% of the Tour fee

(7) Group Contracts

[1] Multiple Customers traveling on the same itinerary at the same time, shall make an application by appointing a Responsible Representative (hereinafter referred to as the “Responsible Contractor”). Regulations [2] to [5] of this section (6) shall apply to the conclusion of this Tour Contract.

[2] With the exception of cases where a special agreement has been concluded, the Company shall consider that the Responsible Contractor has the authority to represent all Customers who are members of the group (hereinafter referred to as “Constituents”) in the conclusion of the Tour Contract, and shall conduct all transactions related to the tour operations for that group with the Responsible Contractor.

[3] The Responsible Contractor shall submit a list of constituents to the Company by the date determined by the Company.

[4] The Company shall not be responsible for any debt or obligation that the Responsible Contractor currently owes or may be expected to owe to the Constituents in the future.

[5] In case the Responsible Contractor does not accompany the group; the Company shall consider one of the Constituents who have been selected by the Responsible Contractor as the Responsible Contractor after the departure of the tour.

### **3. Application Requirements**

- (1) For Customers underage at the time of application, a written permission from a guardian is required, except in cases they conform conditions separately specified by the Company. Moreover, the Customers who have not reached the age of 15 at the departure of the tour must be accompanied by their guardians. Furthermore, the Company may refuse applications and participation submitted by groups of underage Customers.
- (2) The Company may refuse applications if any one of the Customer's gender, age, qualifications, skills or other conditions do not conform to those designated for tours aimed at specific customer categories or purposes.
- (3) The Customers who require special attention from the Company during the tour for reasons of physical or mental disabilities (such as deafness, blindness, walking disabilities, accompanying an assistance dog, etc.), current health issues (abnormal blood pressure, heart disease, chronic illness, food allergies, animal allergies, etc.), pregnant women, potential pregnant women, and Customers with other special requirements shall advise the Company of this when applying for the tour. The Company will comply with such requests to a possible and reasonable extent. The cost of any special measures taken by the Company for the Customer based on such requests shall be charged to the Customer. To ensure the safe and smooth implementation of the tour, the Company may require the accompaniment of a caregiver or companion, the submission of a doctor's certificate or other prescribed documents required by a public institution or the utilizing institution, or changes in the content of a tour course. In case the Company is incapable of making arrangements for the measures requested by the Customer, the Company may decline or withdraw from the application for the Tour Contract. Furthermore, the Company shall decline the application or withdraw from the Tour Contract due to local circumstances, public authorities, or the institutions used.
- (4) In case the Customer requires medical diagnosis or treatment by a physician due to illness, injury, or other reasons during the tour, the Company will take necessary measures to ensure the smooth implementation of the tour. Any and all costs associated with this shall be charged to the Customer.

- (5) The Customer is not allowed to leave the tour separately for their own convenience. However, such requirement may be accepted under different conditions depending on the course. The Customer must inform the Company, tour guides or local staff in advance if they wish to leave the tour for any reason and whether or not they will return to the tour. No refund will be made in such cases for the missed segment of the tour.
- (6) The Company shall not permit the Customer to participate in the tour if the Customer engages in any violent or unreasonable demand, uses threatening speech or violence in any transaction with the Company, or engages in any similar act, or if the Customer spreads false rumors, misinformation, or uses force to defame the Company's credibility or obstruct the Company's business, or engages in any similar act.
- (7) The Company may refuse the Customers' participation in the tour in cases where the Customer cause inconvenience to other participants or the Company deems that there is a possibility that the Customer may interfere with the smooth operation of the tour.
- (8) Customers with foreign citizenship may be required to undergo additional procedures and arrangements, therefore, the Customers shall make sure to inform the Company when applying for the tour.
- (9) The Company reserves the right to refuse participation in the tour if the Customer is recognized as a member of a crime syndicate, a quasi-constituent of a crime syndicate, an affiliate of a crime syndicate, a company affiliated with a crime syndicate, or a corporate racketeer, or any other anti-social force.

#### **4. Delivery of Tour Contract Document and Final Travel Itinerary**

- (1) The Company shall, promptly after the conclusion of the Tour Contract as stipulated in Paragraph 2 (3), provide the customer with a document (hereinafter referred to as the “Contract Document”) describing the tour itinerary, details of Travel Services and other tour conditions, and the Company's responsibilities. The Contract Document consists of a pamphlet, travel Terms and Conditions, and this Statement of Travel Terms and Conditions.
- (2) In case the itinerary or names of important transportation and accommodation facilities are not confirmed in the contract document specified in (1) of this section, the Company provides the Customer with the Contract Document which only lists the names of the accommodation and transportation facilities that are expected to be used. And then, the Company shall provide the Customer with documents describing the confirmed status of the tour (hereinafter referred to as the

“Finalized Document”) by the day before the commencement date of the tour (For requests made on or after the seventh day prior to the commencement date of the tour, the Finalized Document will be delivered on the commencement date).

- (3) In case of an inquiry by the Customer, requesting confirmation of arrangements after the conclusion of the Tour Contract, the Company shall provide an explanation of the status of arrangements even prior to the provision of the Finalized Documents.
- (4) The scope of Travel Services which the Company is obligated to arrange and manage the itinerary under the Tour Contract shall be as set forth in the contract document referred to in this section (1). However, in case the Finalized Document (confirmed status of the tour) mentioned in (2) of this paragraph has been delivered, it shall be in accordance with the description therein.

## **5. Payment of Tour Fee**

- (1) The tour fee must be paid no later than the 14th day prior to the day before the commencement of the tour. When application is made on or after the 14th day prior to the day before the commencement date of the tour, the tour fee shall be paid by the date specified by the Company prior to the commencement date of the tour.

## **6. Application of Tour Fee**

- (1) Unless otherwise noted, the Customers who are 12 years of age or older will be charged the adult tour fee, and the Customers who are 3 years of age or older and under 12 years of age will be charged the child tour fee. In the case that there is no indication of distinction between adult and child, the child tour fee will be applied to passengers aged 3 to 12 years old.

## **7. Eligible Tour Fees**

The “Eligible Tour Fee” refers to the sum of the “price indicated as the tour fee” and the “price indicated as the Additional Fee” deducting the “price indicated as the Discount Fee” in the advertisement or pamphlet, etc. The Eligible Tour Fee shall be the basis for calculating the fee of [1] of Paragraph 13 (1), [Cancellation Charge]; [1] of Paragraph 14 (1), [Penalty Charge], and [Compensation for Change] of Paragraph 23.

## **8. Inclusions in the Tour Fee**

- (1) Fares and charges for transportation by air, sea, rail, bus, etc. as indicated in the itinerary (Courses with a choice of grade and courses that use a specific grade are available, which are clearly indicated in the pamphlet, etc.).
- (2) Accommodation charges and tax, and service charges as indicated in the itinerary
- (3) Meal charges and tax, and service charges as indicated in the itinerary
- (4) Sightseeing fees as indicated in the itinerary
- (5) Expenses necessary for an accompanied tour conductor in the case of an escorted tour course.

\* The above expenses will not be refunded in principle, regardless of whether a part of the service is not used for the customer's own reason.

## **9. Exclusions from the Tour Fee**

The Tour Fee does not include any other costs apart from those mentioned in the preceding Paragraph 8. Some examples are as follows.

- (1) Excess baggage charges (exceeding the weight, volume, and number of baggage specified by each transportation agency)
- (2) Cleaning charges, telegram and telephone charges, additional food and beverages, and other expenses of a personal basis, as well as related taxes and service charges
- (3) Fees for optional tours (optional excursions at an additional cost) to be taken only by the Customers requesting them
- (4) Transportation expenses from the Customers home to the designated meeting/dismissal location such as arrival/departure airports, and accommodation expenses for the day prior to the commencement of the tour, and the day on which the tour is concluded.
- (5) Airport Passenger Facility Charges
- (6) Medical expenses for injuries and illnesses, etc.
- (7) Domestic travel accident insurance (optional)
- (8) Expenses for transportation services operated by facilities, etc.
- (9) Accommodation tax etc. on the use of accommodation facilities

- (10) Additional fares and charges imposed by the transportation agency
- (11) Expenses required for measures taken when special considerations are necessary

## **10. Changes to the contents of the Tour Contract**

In case of natural disasters, war, riots, orders from public offices, suspension of transportation or accommodation services, provision of transportation services not in accordance with the original operation plan, or other reasons beyond the Company's control, the Company may, even after the conclusion of the Tour Contract, if it is unavoidable in order to ensure the safe and smooth implementation of the tour, promptly explain the reasons to the Customer beforehand, and make changes to the tour itinerary, the contents of the Travel Services, and other details of the Tour Contract. However, in the case of an emergency, an explanation will be given after the change.

## **11. Change in Tour Fee**

The Company shall not make any changes to the Tour Fee or the price of any additional or discounted fare after the conclusion of the Tour Contract, except in the following cases.

- (1) In case the fares and charges for the transportation services to be used are revised significantly beyond the extent that is normally expected due to significant changes in economic conditions, etc., the tour fee will be revised accordingly to the adjusted price. However, in such case, the Company shall notify the Customer of any increase or decrease in the tour fee 15 days prior to the day before the commencement of the tour.
- (2) When the content of the tour has been changed in accordance with the preceding Paragraph 10 and the cost required to implement the tour has decreased, the Company shall change the tour fee reflecting the difference made.
- (3) In case the contents of the trip have been changed in accordance to the preceding Paragraph 10 and the expenses required for the implementation of the trip have either increased or decreased (including cancellation fees, penalty fees and other expenses already paid or to be paid for the Travel Services not provided due to the change), with the exception of cases of overbooking due to a shortage of seats, rooms, or other facilities in transportation or accommodation facilities, the Company will change the tour fee reflecting the difference made.
- (4) In the case that the Company has stated in its pamphlet, etc. that the Tour Fee varies depending on the number of people using transportation and accommodation facilities, etc., and if the number of

people changes after the conclusion of the Tour Contract, through reasons not attributable to the Company, the Company will change the Tour Fee within the scope stated in the pamphlet, etc.

## 12. Customer Replacement

The customer may assign their contractual position to another individual with the agreement of the Company. In this case, however, the customer is required to fill in the prescribed form and submit it to the Company. A designated fee (10,000 yen) will be charged for the replacement. (In case an airline ticket has already been issued, additional fees related to re-ticketing may be charged). The transfer of the contractual status shall take effect when the Company accepts the transfer, and the transferee shall inherit all rights and obligations related to this Tour Contract. Furthermore, the Company may decline to replace a Customer due to the refusal of the transportation or accommodation facilities to replace the Customer.

## 13. Cancellation or Refund of Travel Contract by Customer

(1) In case of cancellation before the commencement of the trip

[1] The customer may cancel the tour contract at any time by paying the cancellation fee specified below. The “date of cancellation of the Tour Contract” in the table below is based on the date when the Company receives and confirms the Customers request for cancellation during the Company's business days and business hours.

\* In the case of a travel contract using chartered vessels or using airline's regular discount fares for individuals including LCCs, or individual travel blanket fares, the cancellation fee will be in accordance with the separately provided cancellation fee policy (including cases in which it is specified in the pamphlet, etc.).

Cancellation date of the Tour Contract		Cancellation Fee	
(Retroactively calculated from the day before the commencement date of the trip)		Overnight Tour	Day Tour
[1]	Cancellation prior to the 21st day	No Charge	
[2]	Cancellation on or after the 20th day (excluding [3]-[7])	20% of Tour Fee	No Charge
[3]	Cancellation on or after the 10th day (excluding [4]-[7])	20% of Tour Fee	
[4]	Cancellation on or after the 7th day (excluding [5]-[7])	30% of Tour Fee	
[5]	Cancellation on the day before the commencement date of the tour	40% of Tour Fee	



[6]	Cancellation on the day of the tour (excluding [7])	50% of Tour Fee
[7]	No-show or cancellation after the commencement of the tour	100% of Tour Fee
<p>Note: “After the commencement of the tour” is defined as “after the commencement of the provision of services” as stipulated in the Special Compensation Regulations.</p> <p>An example of “After the commencement of the tour”</p> <p>*In case the reception desk is manned by tour guides, the Company's employees, or receptionists, at the completion of the reception.</p> <p>*In case the Company does not check in the Customer and the Customer has a flight ticket, at the completion of baggage inspection, etc. within the airfield where only the Customer is allowed to enter.</p>		

■ Courses that include only accommodation services such as overnight plans (14 customers or less)

Cancellation date of the Tour Contract		Cancellation Fee (per person)	
(Retroactively calculated from the day before the commencement date of the trip)		Other than what is listed in the right section	Specific dates: 4/26～5/5, 8/8～8/16, 12/28～1/5 For overnight stay
[1]	Cancellation on or after the 8th day	No Charge	No Charge
[2]	Cancellation on or after the 7th day (excluding [3]-[6])	No Charge	20% of Tour Fee
[3]	Cancellation on or after the 3th day (excluding [4]-[6])	20% of Tour Fee	30% of Tour Fee
[4]	Cancellation on the day before the commencement date of the tour (excluding [5]-[6])	20% of Tour Fee	40% of Tour Fee
[5]	Cancellation on the day of the tour (excluding [6])	50% of Tour Fee	
[6]	No-show or cancellation after the commencement of the tour	100% of Tour Fee	
* For reservations of 15 Customers or more will require an inquiry.			
* In case the same accommodation is booked for consecutive nights, only the first day (Day 1) is subject to the cancellation fee.			

\* Courses using chartered aircraft: Cancellation fee will be in accordance with the cancellation fee stated in the brochure.

\*Courses using vessels: Subject to the cancellation fee provisions for the vessel involved. (as stated in the brochure, etc.).

\*For itineraries which include a cruise of 3 nights or more, and for courses in which the contract document states that the Cruise Travel Clauses shall apply, the cancellation fee shall be as stated in the pamphlet or other documents.

[2] The customer may cancel the Tour Contract without paying a cancellation fee before the commencement of the tour, notwithstanding the provisions of Paragraph 13(1)[1], in the following cases. In such cases, the full refund of the tour fee (or application fee) already received will be made.

(a) When the contract has been changed. However, the changes are limited to cases listed in the left-hand column of the table in Paragraph 23 or other significant matters.

(b) In case the tour fee has been increased or revised in accordance with Paragraph 11 (1).

(c) When the Company failed to deliver the Finalized Document to the Customer by the date specified in Paragraph 4 (2).

(d) When the implementation of the tour according to the itinerary stated in the brochure etc. becomes impossible due to reasons attributable to the Company.

[3] In case the Tour Contract is cancelled in accordance with [1] of this Paragraph (1), the Company shall refund the tour fee previously received, deducting the prescribed cancellation fee.

[4] Any changes made to the course or departure date after the Tour Contract has been concluded shall also be covered by the relevant cancellation charges as stated above.

[5] In case the customer is unable to receive the Travel Services specified in the brochure, etc. due to circumstances beyond the Customer's control, or in case the Company has informed the Customer accordingly, the Customer shall reserve the right to cancel the contract for the services that are no longer available without paying a cancellation fee. In such cases, the Company will refund the money for the relevant unreceivable section of the tour fee. However, if such reasons are not attributable to the Company, the refund will be made by subtracting the cancellation fee, penalty charges and other costs already paid or to be paid for the relevant Travel Services from the relevant fee.

#### **14. Cancellation of the Tour Contract by the Company**

**[1]** In case before the commencement of the trip

(1) The Company may cancel the Tour Contract after explaining the reasons to the Customer prior to the commencement of the tour in the following cases.

- a) When it has become clear that the Customer has not fulfilled the gender, age, qualifications, skills or other conditions for tour participants that the Company has indicated in advance.
  - b) When the customer is unable to endure the relevant tour due to illness, absence of necessary companions or for any other reason.
  - c) When it is determined that the Customer is likely to cause inconvenience to other Customers or to interfere with the smooth operation of the group tour.
  - d) When the Customer has requested more than reasonable burdens in regard to the Tour Contract.
  - e) When the number of Customers did not reach the minimum required capacity as stated in the brochure. In such case, the Company shall notify the Customer of its decision to cancel the tour before the 13th day (3rd day in the case of a day tour) counting from the day before the commencement date of the tour.
  - f) When the conditions of the trip, which the Company has indicated in advance, cannot be fulfilled, or when the risk of occurrence is extremely high, such as lack of snowfall for tours designed for skiing and snowboarding.
  - g) When there is an extremely high risk that the safe and smooth operation of the tour according to the itinerary stated in the contract document will be impossible or impractical in the event of a natural disaster, war, riot, suspension of services provided by transport and accommodation agencies, orders by government authorities or other reasons beyond the Company's control.
- (2) In case the customer fails to pay the tour fee by the date stipulated in paragraph 5, the Company shall assume that the Customer has cancelled the Tour Contract on the very next day of the due date. The Customer shall, in this case, pay a penalty fee to the Company which is equivalent to the cancellation fee set out in paragraph 13 (1) [1].

(3) When the Customer is found to correspond to Paragraph 3 (7) (11).

**【2】** In case of after the commencement of the tour

- (1) The Company may cancel partial tour contracts even after the commencement of the tour in the following cases.
- a) When the customer is unable to continue the relevant tour due to illness, absence of necessary companions or for any other reason.
  - b) When the customer does not follow the Company's instructions by tour guides or others for the safe and smooth operation of the tour, or when the Customer disturbs the discipline of group behavior by assaulting or threatening either these individuals or other participants in the tour,

thereby preventing the safe and smooth operation of the tour.

- c) When there is an extremely high risk that the safe and smooth operation of the tour according to the itinerary stated in the contract document will be impossible or impractical in the event of a natural disaster, war, riot, suspension of services provided by transport and accommodation agencies, orders by government authorities or other reasons beyond the Company's control.
- (2) When the Company cancels the Tour Contract in accordance with the provisions of **【2】** (1) of this section, the contractual relationship between the Company and the Customer will be extinguished only prospectively. Therefore, the liability of the Company in regard to the Travel Services which have already been provided to the Customer shall be considered as validly repaid. In such case, the Company shall refund to the Customer the tour fee for the Travel Services which the Customer has not yet received, after deducting the cancellation fee, penalty fee and other costs already paid or to be paid for the relevant Travel Services.
- (3) When the Company cancels the Travel Contract after the commencement of the tour in accordance with the conditions of **【2】** (1) a and c of this paragraph, the Company shall undertake the necessary arrangements for Travel Services for the returning to the departing location on request of the Customer at the Customer's expense.
- (4) When the Customer is found to correspond to Paragraph 3 (7) (8) (11).

## **15. Refund of Tour Fees**

In case the tour fee was deducted in accordance with the condition of Paragraph 11, or in case the Tour Contract was cancelled in accordance with the conditions of Paragraphs 13 and 14, the Company shall refund the fee to the Customer, within 7 days from the following date of cancellation if the cancellation occurred before the commencement of the tour, or within 30 days from the following date of termination as stipulated in the contract document, if the cancellation or fee deduction occurred after the commencement of the tour. However, no refund may be made for the tour fee if no vouchers are submitted.

## **16. Itinerary Management**

- (1) In order to ensure the safe and smooth implementation of the tour for the Customer, the Company shall perform the following services. This shall not apply if the Company has concluded a different agreement with the Customer.

[1] When there is a risk that the Customer may not be able to receive the Travel Services during the tour, the Company will take the necessary measures to ensure that the Customer is provided with the Travel Services in accordance with the Travel Contract.

[2] When changing the itinerary is necessary despite the measures made mentioned in Paragraph (1) [1] of this section, the Company will endeavor to ensure that the changed itinerary meets the intent of the original itinerary.

- (2) Customers are required to follow the Company's instructions for the safe and smooth operation of the tour when traveling in a group during the period between the commencement of the tour to the end of the tour.

## **17. The Company's Instructions**

Customers are required to follow the Company's instructions for the safe and smooth operation of the tour when traveling in a group during the period between the commencement of the tour to the end of the tour.

## **18. Tour Conductors, etc.**

- (1) The presence or absence of a Tour Conductor will be clearly indicated in the brochure or elsewhere.
- (2) In the case of a tour accompanied by a Tour Conductor, the Tour Conductor shall perform the necessary duties to ensure the safe and smooth implementation of the tour and other duties as deemed necessary by the Company. In the case of a tour accompanied by a Local Tour Conductor, the Local Tour Conductor shall preform the same as above.
- (3) As a general rule, Tour Conductor shall work from 8.00 am to 8.00 pm.
- (4) For courses that are not accompanied by a Tour Conductor, the Company will provide the Customer with the necessary vouchers to access the Travel Services and the Customer will be required to complete the necessary travel formalities on their own.
- (5) On segments without a Local Tour Conductor, the Customer shall arrange alternative services and take the necessary procedures in the event of inclement weather or other circumstances that require a change in the Travel Service details.
- (6) Some courses may be accompanied by staff with extensive experience as bus guides who are also qualified itinerary management supervisors (Tour Conductors) as Tour Conductors and Bus Guides.

## **19. Company's Liability and Indemnity Disclaimer**

- (1) In the course of fulfilling the Travel Contract, the Company or the individual who the Company has appointed to make arrangements on its behalf (hereinafter referred to as the "Arrangement Agent") is liable for any loss or damage incurred to the Customer, and shall compensate the Customer for the relevant loss or damage.
- (2) The provisions of Paragraph (1) of this section apply to the extent that the Company has been notified of the damage within two years from the day following the occurrence of the damage.
- (3) The Company shall not be liable in accordance with Paragraph (1) of this section when the Customer is damaged by reasons beyond the control of the Company or the Company's Arrangement Agent, such as those exemplified below. However, this shall not apply if the intentional or negligent fault of the Company or its agents is proven.
  - a. Changes in itineraries or cancellation of tours caused by natural disasters, warfare, riots etc.
  - b. Changes in itinerary or cancellation of the tour due to the suspension of the provision of services by transport and accommodation agencies, etc.
  - c. Changes or cancellations to the itinerary caused by government orders, quarantine due to contagious or infectious diseases, etc.
  - d. Accidents during free time.
  - e. Food poisoning
  - f. Theft
  - g. Changes in the itinerary or reduction of the time at the destination caused by delays, cancellations, schedule changes, rerouting, etc., of the transport services.
  - h. Damage caused by accidents or outbreaks of fire in transport, accommodation, etc.
- (4) Compensation for damage of the baggage referred to in Paragraph (1) of this section shall be granted only if the Company is informed of the damage within 14 days from the following date on which the loss or damage occurred. However, regardless of the extent of the damage, the Company's compensation is limited to a maximum of JPY 150,000 per Customer (excluding cases of willful misconduct or gross negligence by the Company).

## **20. Special Compensation**

(1) The Company shall, regardless of the Company's liability in accordance with Paragraph 19, if the Customer is physically injured by a sudden and unexpected external accident while participating in the tour, the Company shall pay compensation (maximum) for death and permanent disability of JPY 15,000,000, hospitalization compensation ranging from JPY 20,000 to JPY 200,000, depending on the number of days of hospitalization, or consolation money ranging from JPY 10,000 to JPY 50,000, in case which requires 3 days or more hospitalization, and the higher compensation shall be paid. Damage to personal belongings will be insured (up to a limit of JPY 150,000), with a limit of JPY 100,000 for each item or pair of items. However, a date on the Itinerary on which it is expressly stated that no Travel Services will be provided by the Company's arrangement will not be considered as "participating in the relevant tour", and no compensation will be paid for any damage caused to the Customer on the relevant date. Furthermore, no compensation will be made for cash, credit cards, valuables, consumables such as medicines, cosmetics and groceries, previously photographed film, or manuscripts written on archival media.

\*Any accidental injury treatment costs, death and treatment costs due to illness, liability and emergency services costs do not apply.

(2) The Company shall not pay compensation or consolation money as stated in Section (1) for damages as described in below. However, this shall not apply when these exercises are included in the itinerary. Customer's intentionality, intentional violation of laws and regulations, receipt of services in violation of laws and regulations, alcohol-impaired driving, illness, pregnancy, childbirth, premature birth, miscarriage, etc., accidents during free activities that are not included in the tour, such as mountain climbing (using climbing equipment such as ice axes, crampons, ropes, hammers, etc.), luge, bobsledding, sky diving, hang gliding, boarding of ultralight-powered aircraft (motor hang gliders, micro craft, ultralight aircraft, etc.), boarding of gyroplanes, and other similar dangerous activities. In addition, cases in which the accident is due to an accident or disorder caused by an earthquake, eruption, tsunami, etc., will be included as well.

(3) Even when the Company undertakes both the obligation to pay indemnification in accordance with this Paragraph (1) and the compensation for damages in accordance with the preceding Paragraph, if either obligation is fulfilled, the obligation to pay indemnification and the obligation to compensate for damages shall be deemed to have been fulfilled to the extent of the relevant payment amount.

## **21. Customers' Responsibility**

(1) In the case that the Company incurs damages due to the customer's intentional or negligent acts, acts against the law or public morals, or the customer's violation to the provisions of the Company's Tour

Contract, the Company shall request compensation from the customer for the damages.

- (2) The customer shall utilize the information provided by the Company and endeavor to understand the rights and obligations of the Customer as well as other details of the Tour Contract as described in the pamphlet etc.
- (3) The customer must promptly inform the Tour Operator, local guide, local arrangement company, or the relevant Travel Service provider, etc. when the Customer recognizes any differences in the provided Travel Services and those stated in the pamphlet, etc. after the commencement of the tour.

## **22. Optional Tour**

- (1) Excursions for which a separate tour fee is charged to customers participating in the Company's organized tours (hereinafter referred to as "Optional Tours"), the application of the Special Compensation specified in Paragraph 20 to Optional Tours planned and conducted by the Company shall be considered as a part of the principal Tour Contract.
- (2) Participation in Optional Tours planned and conducted by organizations other than the Company shall be subject to the Special Compensation Regulations as stipulated in Paragraph 20, however, the Company shall not be responsible for any other matters.
- (3) In case the Company describes possible sports, etc. as "Mere Information" in its brochures, etc., the Company will clearly indicate such information. In such case, the regulations of Paragraph 20 shall apply to any damage incurred to the Customer while participating in such available sports, etc. (except when the date of use of such optional tour is a "Non-Arranged Day" of the main organized tour and such information has been indicated in the brochure or the final tour itinerary) however, the Company assumes no other responsibilities.

## **23. Itinerary Guarantee**

- (1) If any changes in the contents of the contract listed in the left column of the following table (excluding the changes listed in [1], [2], and [3] below) occur, the Company shall pay the Customer the compensation for such changes within 30 days from the day following the date of termination of the tour, multiplied by the rate shown in the right column of the same table. However, this shall not apply if it is obvious that the Company is liable for such change in accordance with the provisions of Paragraph 19 (1).

[1] Compensation for the change will not be paid in relation to any of the followings. (However, in



case of a change due to shortage of seats, rooms or other facilities of the transportation and accommodation agency, etc., occurred despite the availability of services will be eligible for the payment of compensation.)

- a. Natural disasters including inclement weather which interfere with travel itineraries
- b. Warfare
- c. Riots
- d. Government Orders
- e. Cancellation of travel services provided by transportation, lodging agencies, etc. such as flight cancellations, service interruptions, closures, etc.
- f. Provision of transportation services not in accordance with the original operation plan, such as delays, changes in transportation schedules, etc.
- g. Measures necessary to ensure the life or physical safety of the Customer

[2] Changes related to the cancelled part of the tour when termination of the Tour Contract has been made in accordance with the provisions of Paragraphs 13 and 14.

[3] The Company shall not pay compensation for a revision of the order of the services provided, in which the Travel Services are provided as stated in the pamphlet.

1. The maximum compensation for change to be paid by the Company shall be the price obtained by multiplying by 15% of the tour fee for individual Customers per tour. Furthermore, when the compensation for a change to be paid to the individual Customer per tour is less than JPY 1,000, the Company shall not pay the compensation for the change.
2. When it becomes clear that the Company is liable for the relevant change in accordance with the Paragraph 19 (1) after the Company paid the compensation for change to the Customer, the Customer shall return the relevant compensation to the Company. In this case, the Company shall pay the remaining payment after offsetting the compensation for damages the Company is obliged to pay based on the provisions of the same paragraph and the compensation for the change in which the Customer shall return to the Company.
3. The Company may, with the consent of the Customer, provide goods or services of equal or greater value in exchange for payment of monetary compensation for the change.

Changes for which the Company shall pay compensation	Rate per case (%)	
	Notification given at	Notification after the

		least one day prior to the commencement date of the tour	commencement date of the tour
[1]	Change of the tour commencement date or the termination date specified in the contract document, etc.	1.5%	3.0%
[2]	Changes regarding sightseeing spots or facilities (including restaurants) to be toured, as specified in the contract document, etc.	1.0%	2.0%
[3]	Changes to a lower grade of transportation or facilities or lower fares than those stated in the contract document, etc. (Only when the total charges for the lower grade of transportation or lower fares for facilities after the change are below the charges specified in the contract document).	1.0%	2.0%
[4]	Changes in the transportation type or the name of the transportation company as indicated in the contract document, etc.	1.0%	2.0%
[5]	Changing the flight indicated in the contract document, etc., to a different flight within the country, either departing or terminating at a different airport.	1.0%	2.0%
[6]	Changes from direct flights to connecting flights or via flights between domestic and international destinations as specified in the contract document, etc. (for overseas travel only)	1.0%	2.0%
[7]	Changes in the type or name of the accommodation facilities described in the contract document, etc. (Excluding cases where the grade of the accommodation facilities after the change exceeds the grade of the one indicated in the pamphlet, etc.)	1.0%	2.0%
[8]	Changes in the type of accommodation, facilities, scenery, or other room conditions of the accommodation institution described in the contract document, etc.	1.0%	2.0%

[9]	Changes in contents of the contract document etc., which were specified in the title of the tour, among the above-mentioned [1] to [8].	2.5%	5.0%
<p>Note 1: The term “before the commencement of the tour” refers to the case when the customer is notified of such change at least one day prior to the commencement of the tour, and “after the commencement of the tour” refers to the case when the customer is notified of such change on or after the day of commencement of the tour. When a Finalized Document has been issued, the term “Tour Contract” shall be deemed to be replaced with “Finalized Document” and the table shall be applied accordingly. In this case, when there is a change between the contents of the Tour Contract and the Finalized Document, or between the contents of the Finalized Document and the tour services actually provided, such change shall be treated as one case for each.</p> <p>Note 2: When the transportation service for the change described in [3] or [4] involves the use of accommodations as well, the change shall be treated as one case per night.</p> <p>Note 3: Changes in the name of the company of the transportation service listed in [4] shall not be applied if the change involves a transfer to a higher grade or higher equipment.</p> <p>Note 4: The Company will consider one change per one boarding or night, regardless of whether multiple changes listed in [4], [7] or [8] occur.</p> <p>Note 5: Changes listed in [7] shall not be subject to [1] through [6], instead, [7] shall be applied.</p> <p>Note 6: Changes listed in [9] shall not be subject to the rates listed in [1] through [8], but shall be applied to the rates listed in [9].</p> <p>Note 7: One case shall be defined as per each boarding vessel in the case of transportation, per each night in the case of accommodation, and per each applicable matter in the case of other services.</p>			

- (2) Notwithstanding the provisions of (1) above, the maximum compensation for change to be paid by the Company shall be 15% of the tour fee per Tour Contract for each individual Customer. Compensation for change will not be paid if the compensation for change to be paid per Tour Contract per Customer is less than 1,000 yen.
- (3) The Company may, with the consent of the Customer, provide goods or services of equal or greater value in exchange for payment of monetary compensation for the change.
- (4) When it becomes clear that the Company is liable for the relevant change in accordance with the Paragraph 19 (1), after the Company paid the compensation for change to the Customer, the Customer shall return the relevant compensation to the Company. In this case, the Company shall pay the remaining payment after offsetting the compensation for damages the Company is obliged to pay based on the provisions of the same paragraph and the compensation for the change in which the Customer shall return to the Company.

## 24. Reporting an Accident, etc.

The Customer shall immediately notify any accidents that occur during the tour to the contact information provided in the “Final Itinerary”. (In the case that there are circumstances that prevent notification, please notify the Company as soon as those circumstances have been eliminated.)

## **25. Reference date for travel conditions and tour fee**

Reference date for travel conditions and tour fee will be the date specified in the brochure or other materials separately provided to the Customer.

## **26. Handling of Personal Information**

Application should be made only after the Customer have agreed to the Company's privacy policy and handling of personal information. Moreover, the Company will provide personal information of Customers to transportation and accommodation facilities, insurance companies, souvenir stores, etc. to the extent necessitated for tour arrangements and other procedures, in addition to contacting the Customers. The Company will also use this information to inform Customers of the Company's products. The Representative of the Customers comprising the group (the Customer responsible making the contract) shall obtain the consent of the constituent (accompanying) members of the group for the provision of their personal information to a third party. Please refer to the Company's website (<https://www.ryobi-tours.jp/>) for the privacy policy and handling of personal information.

## **27. Telecommunication Contract**

- (1) The Company will accept applications from customers by telephone, mail, facsimile or other means of communication without the Member's signature on the prescribed voucher, and may conclude the Tour Contract (hereinafter referred to as “Telecommunication Contract”) on the condition that the Company will receive payment of the tour fee, cancellation fee, etc. from cardholders (hereinafter referred to as “Members”) of credit card companies (hereinafter referred to as “Alliance Companies”) with which the Company has an alliance. The conditions for Telecommunication Contract shall also be in accordance with Tour Contract, however, there are a few differences. The following is a brief description of the differences. The following describes these differences only.
- (2) The “Card Usage Date” herein refers to the date on which the Customer or the Company should fulfill payment or refund obligations for the tour fee, etc., based on the Tour Contract.
- (3) A travel contract by Telecommunication Contract shall be concluded when the Company accepts an

application from a Customer in the case of an application by telephone. In the case of an application made by postal mail or other means of communication, the Tour Contract shall be deemed to be concluded when the Company issues a notice of acceptance of such application. However, if notice is given by means of electronic acceptance such as e-mail or facsimile, it shall be deemed to be effective when the relevant notice is delivered to the Customer.

- (4) The Company has adopted a payment system called “Mail Payment” when applying for a Telecommunications Contract. This system enables Customers to make credit card payments simply by entering their credit card information on the management screen using a dedicated URL attached to the e-mail sent to the Customer. The “Card Usage Date” in the case of a Telecommunication Contract shall be the date on which the customer and the Company must fulfill payment of the tour fee, etc. or refund obligations under the contract, and in the case of the former, the date of conclusion of the contract, and in the case of the latter, the date on which the request for cancellation of the contract is made.
- (5) The Company may refuse to conclude a Tour Contract or cancel it in case a Customer's credit card is invalid or inactive and the Customer is unable to pay all or part of the tour fee, cancellation fee, etc.

## **28. Other**

- (1) Changes in flight and itinerary for the convenience of the Customer are not allowed.
- (2) In case the Customers miss their flights due to reasons beyond the Company's control, such as traffic congestion, etc., the Customers will be required to purchase a separate air ticket and the refund of the air ticket exchange slip will not be granted.
- (3) In case the Customer fails to receive the Travel Services for any reasons not attributable to the Customer, such as inclement weather, etc., the Company shall refund to the Customer the relevant Travel Services after deducting the costs to be paid, such as cancellation fees and penalty charges etc., in accordance for the provisions of Paragraph 13 (2) [2]. However, the Customer shall bear the cost of accommodation and transportation for the alternative service.
- (4) The Company may take the Customers to souvenir stores for their convenience; however, the Customers are solely responsible for their own purchases.
- (5) In the case when the Customer requests personal guidance, shopping, etc. to the Tour Operator, etc., the Customer shall bear the costs associated with such requests, costs Customer's injury, illness, etc., the loss of baggage or pickup of lost items due to the carelessness of the Customer, and separate travel arrangements, etc.

- (6) The Company will not re-perform the tour under any circumstances.
- (7) Customers shall make their own inquiries and registration for Mileage Service with the airline company involved, even when the participation to the service became eligible by participating the Company's' organized tours. Furthermore, the Company shall not be liable for any loss or damage arising from a change in the carrier of the airline to which the Customer is entitled as specified in Paragraph 16 (1).
- (8) Matters not stipulated in this terms and conditions shall be in accordance with the Company's General Terms and Conditions of Travel Contracts (Section of Contract for Agent-Organized Domestic Tours). Those who wish to obtain a copy of the Company's General Terms and Conditions of Travel Service shall submit a request to the Company. The Company's General Terms and Conditions of Travel can also be viewed on the Company's website (<https://www.ryobi-tours.jp/>).

**In case the Customer has entered their name incorrectly during the application process**

When the Customer's name is entered incorrectly on the application form, it would be necessary to reissue the ticket or correct the name with the relevant authorities. In such circumstances, the Company shall charge the Customer a replacement fee as provided in Paragraph 12. Furthermore, under certain circumstances of the transportation or accommodation agency, name correction may not be accepted, resulting in the cancellation of the travel contract. Cancellation fee will be charged in this case.