



Statement of Terms and Conditions of Travel **(for the Arrangement of International Travel Services)**

This Statement of Terms and Conditions constitutes the written statement of transaction terms and conditions as provided under Article 12-4 of Japan's Travel Agency Act and also constitutes part of the contract documents as provided under Article 12-5 of said Act.

Article 1 Agreement for Arrangement of Travel Services

- (1) This Agreement for the Arrangement of Travel Services (hereinafter referred to as the "Agreement") is entered into by and between the Customer and either JTB Corp. or the travel services company from which the Customer requested the arrangement of travel services (hereinafter referred to as "the Company").
- (2) At the request of the Customer, the Company hereby agrees to undertake the arrangements in order to enable the Customer to receive services provided by transportation, accommodations or other travel service providers (hereinafter referred to as the "Travel Services") as an agent, representative or intermediary of the Customer.
- (3) In consideration of the furnishing of travel arrangement services by the Company, the Customer shall be responsible to pay the fares, fees and other costs charged by the providers of said transportation, accommodations and other travel services (hereinafter referred to as "Vendor Charges") as well as the Travel Agent Service Fees (handling fees) prescribed by the Company.
- (4) This Agreement shall be governed by this Statement of Terms and Conditions as well as the provisions set forth in the Company's General Terms and Conditions regarding Travel Arrangement Services.

Article 2 Request for Arrangement of Travel Services and Legal Formation of Agreement

- (1) When requesting the arrangement of travel services, the Customer shall be required to submit the required information on the form prescribed by the Company along with a deposit in an amount equal to 20% of the cost of travel. The deposit shall be applied toward the payment of travel as well as any applicable cancellation fees and/or penalties prescribed by the Company. The Customer shall be required to remit the remaining balance of payment in a manner that can be verified by the Company no later than the fourteenth (14th) prior to the day preceding the travel commencement date. If the Customer submits a request for the arrangement of travel services subsequent to the fourteenth (14th) day prior to the day preceding the date of travel commencement, the Customer shall make payment prior to the travel commencement date and in no case later than the deadline specified by the Company.
- (2) This Agreement shall become legally binding upon the agreement by the Company to enter into said Agreement with the Customer and the receipt by the Company of the required deposit.
- (3) Notwithstanding the provisions of the preceding Paragraph (2), this Agreement shall become legally binding without the receipt of payment of the deposit by the Company in the following instances:
 - Ⓒ If the Company furnishes the Customer a writing indicating that the Company will enter into a legally binding Agreement with the Customer without receiving payment of the deposit. (The Agreement shall become legally binding either upon the hand delivery of said writing to the Customer or upon the posting of said writing (if issued by mail) or upon the delivery of said writing to the Customer (if issued by facsimile or e-mail).
 - Ⓒ If the Company furnishes the Customer with a writing indicating the Customer's right to be provided with travel services in exchange for making payment for travel by the travel departure date. (In such case, the Agreement shall become legally binding upon the agreement of the Company to enter into the Agreement with the Customer).

Article 3 Conditions Applicable to Requests for Arrangement of Travel Services

- (1) Individuals of advanced age, individuals with chronic medical conditions or impaired health, pregnant individuals, individuals with disabilities and individuals with any similar such concerns should inform the Company of any required special accommodations when requesting the arrangement of travel services.
- (2) The Company reserves the right to refuse service to any Customer that is determined to be a member of an organized crime group, affiliated with an organized crime group or otherwise associated with any criminal or corruptive element or who makes any violent or improper request or uses threatening behavior or violence against the Company or takes any action which serves to defame the Company or obstruct its operations through the dissemination of false information or the use of fraud or force.
- (3) Parental consent shall be required for all travelers under the age of twenty (20).
- (4) The Company reserves the right to otherwise refuse service to any Customer at any time for operational reasons.

Article 4 Delivery of Contract Documents

Upon the formation of a legally binding Agreement, the Company shall furnish the Customer with contract documents which shall include a travel itinerary, a description of the travel services and other terms and conditions of travel, and which set forth information regarding the responsibilities of the Company. The contract documents shall consist of this Statement of Travel Terms and Conditions, the Agreement regarding the Arrangement of Travel Services, the travel itinerary, an estimate of the cost of travel and other pertinent documentation. Notwithstanding the foregoing, there may be instances when the Company does not furnish the Customer with said documents when furnishing transportation vouchers, accommodations vouchers or other documents indicating the right of the bearer to receive certain travel services.

Article 5 Payment for Travel; Modifications

- (1) The Customer shall be required to remit payment for travel (which consists of Vendor Charges as well as the Company's Travel Agent Service Fees) by the deadline set forth in the contract documents.
- (2) The cost of travel may change in the event of revisions to fares and/or fees charged by any transportation carrier, accommodations provider or other travel service provider, exchange rate fluctuations or any other cause resulting in a change to the cost of travel prior to travel commencement.
- (3) Upon the conclusion of travel, the Company shall promptly undertake a reconciliation of any discrepancy between the actual cost of travel and the amount of payment received by the Company.
- (4) If the Customer is a cardholder of a credit card issued by one of the Company's partner credit card companies, the Company, with the consent of the Customer, may charge payment for travel (including the deposit and any items identified as Additional Charges) as well as any applicable cancellation fees, penalties and/or other additional costs to said credit card without obtaining the signature of the Customer even in the absence of an agreement between the Customer and the Company regarding Credit Card Payment Preauthorization. In such case, unless otherwise requested by the Customer, the Card Transaction Date shall be the date on which said consent is given by the Customer.

Article 6 Travel Formalities

The Customer shall be solely responsible for all required travel formalities, including but not limited to the acquisition of passports, visas, proofs of vaccination and other required documentation.

Article 7 Changes to Terms of Agreement

If the Customer requests a modification to the terms or conditions of the Agreement, the Company shall accommodate such request to the extent possible. In such case, the Company may modify the price of travel. In addition, any such change shall be subject to the fees described below:

- Ⓒ Any cancellation fees and/or penalties payable to any provider of transportation, accommodations or other travel services as a result of said change (including any refund processing fees in the event that airline tickets have already been issued).
- Ⓒ Change fees prescribed by the Company

Article 8 Termination of Agreement

- (1) The Customer may terminate this Agreement, in whole or in part, at any time subject to payment of the amounts described hereinbelow. Requests for termination are only accepted during business hours at the sales location where the Customer requested the arrangement of travel services.
 - Ⓒ The cost of any travel services already received by the Customer as well as any cancellation fees and/or penalties or other costs payable to any travel service provider in connection with any travel services not yet received by the Customer (including any refund processing fees in the event that airline tickets have already been issued).
 - Ⓒ Cancellation fees prescribed by the Company
 - Ⓒ Travel Agent Service Fees (handling fees) that would have otherwise been received by the Company
- (2) The Customer may terminate the Agreement if any travel services cannot be arranged due to any cause attributable to the Company. In such case, the Company shall subtract from the refund payable to the Customer all costs payable to any travel service providers as consideration for any travel services already received by the Customer.
- (3) This Agreement may be terminated by the Company if the Customer fails to make payment for travel by the deadline specified under Article 5 above. In such case, the Customer shall be responsible for payment of the applicable amounts described in Paragraph (5) of this Article 8.
- (4) The Company reserves the right to terminate the Agreement with any Customer that is determined to be a member of an organized crime group, affiliated with any organized crime group or otherwise associated with any criminal or corruptive element, who makes any violent or improper request or uses any threatening behavior or violence against the Company or takes any action which serves to defame the Company or obstruct its operations through the dissemination of false information or the use of fraud or force. In such case, the Customer shall be liable for payment of the applicable fees set forth in this Article 8.
- (5) The Customer shall be responsible for the payment of the following amounts in the cases described in Paragraphs (1), (3) and (4) of this Article 8:
 - Ⓒ The cost of any travel services already received by the Customer as well as any cancellation fees and/or penalties or other costs payable to any travel service provider in connection with any travel services that have yet to be provided to the Customer (including any refund processing fees in the event that airline tickets have already been issued)
 - Ⓒ Cancellation fees prescribed by the Company
 - Ⓒ Travel Agency Service Fees that would have otherwise been received by the Company

Article 9 Arrangements for Groups/Parties

The following provisions shall apply to Agreements involving simultaneous travel by multiple travelers under the same travel itinerary (hereinafter referred to as "members of the party") when the relevant travel arrangements are requested by a designated authorized representative.

- (1) The Company shall deem the representative designated by the Customer (hereinafter referred to as "the Authorized Contracting Party") to be in possession of full powers of agency with respect to the execution of the travel services agreement on behalf of the members of the party and shall undertake all action regarding said travel services agreement with said Authorized Contracting Party.
- (2) The Company shall assume no liability whatsoever in connection with any obligations or duties currently owed or anticipated to be owed at any future time by the Authorized Contracting Party to any members of the party.
- (3) Subsequent to the execution of the Agreement, the Authorized Contracting Party shall furnish the Company with a list of the members of the party by the deadline specified by the Company. The Authorized Contracting Party shall also obtain consent from the members of the party with regard to the furnishing of information to third parties as described under Article 17 below.
- (4) If the Authorized Contracting Party will not be travelling with the group, the member of the party preselected by said Authorized Contracting Party shall be deemed to be serving as the Authorized Contracting Party subsequent to the commencement of travel.
- (5) In the event that the Authorized Contracting Party requests a change to the members of the party, the Company shall accommodate said request to the extent possible. Any change to Vendor Charges arising as a result of any such change to the members of the party shall be attributed to the members of the party.

Article 10 Responsibilities of the Company

- (1) The scope of the Company's responsibilities shall be limited to the arrangement of travel services as described in Paragraph (2) of Article 1 above.
- (2) The Company shall be responsible for compensating the Customer for any losses incurred by the Customer as a result of any willful or negligent act on the part of the Company or any agent furnishing travel arrangement services on behalf of the Company (hereinafter referred to as "Arrangement Agents") in connection with the performance of this Agreement. Said responsibility to compensate the Customer shall only apply in the event that notice is received by the Company within two (2) years from the day following the occurrence of loss.
- (3) Notwithstanding the provisions set forth in the preceding Paragraph (2), the Company shall only furnish compensation for losses involving baggage under said Paragraph (2) if notice is received by the Company within twenty-one (21) days from the day following the occurrence of said loss. Irrespective of the amount of said loss, the maximum amount of compensation to be furnished by the Company for losses involving baggage shall be limited to 150,000 yen per person (except in instances involving any willful or grossly negligent act on the part of the Company).

Article 11 Responsibilities of the Customer

The Customer shall be responsible for compensating the Company for any losses incurred by the Company as a result of any willful or negligent act or violation of law, public order or decency by the Customer.

Article 12 Travel Safety Advisories

Travel safety advisories may be issued by the Ministry of Foreign Affairs of Japan or other government agencies for certain destination countries or regions. The Company shall furnish the Customer with written information regarding Travel Safety Advisories upon receipt of the Customer's request for the arrangement of travel services. Travelers should also consult Japan's Ministry of Foreign Affairs website regarding travel safety (<http://www.anzen.mofa.go.jp/masters/explanation.html>). The Company does not arrange travel services to any countries or regions for which Level 4 Warning (Evacuate and Avoid All Travel) is issued by the Ministry of Foreign Affairs of Japan. In addition, with the exception of business travel and other unavoidable situations, the Company does not arrange travel services to any countries or regions subject to a Level 3 Warning (Avoid All Travel) issued by the Ministry of Foreign Affairs of Japan. The Company also recommends that travelers register with TABIREG at (<https://www.ezairyu.mofa.go.jp/tabireg/>). This service offered by the Ministry of Foreign Affairs of Japan enables travelers who pre-register* their itinerary, place of stay and contact information online to be furnished with updated notifications regarding travel safety advisories and emergencies via e-mail, etc.

* Information can only be registered online in Japanese at this time. Thank you for your understanding.

Article 13 Public Health Information

For information regarding public health at the destination of travel, please visit the Ministry of Health, Labor and Welfare of Japan's website on Quarantine and Infectious Disease Information at <http://www.forth.go.jp>.

Article 14 International Travel Insurance

Illness or injury during travel may result in considerable expenses for medical care, evacuation and other services. In some cases, it may be extremely difficult to pursue a claim for accident-related damages and/or to collect damages from the party/parties at fault. In order to protect against these risks, the Company recommends that Customers enroll in international travel insurance with adequate coverages. Please inquire with your sales representative for details regarding international travel insurance.

Article 15 Handling of Personal Information

- (1) Upon the submittal of the Customer's request for the arrangement of travel services, the Company acquires certain personal information regarding the Customer. While Customers are free to determine what personal information they choose to share with the Company, we reserve the right to refuse to accommodate any requests for the arrangement of travel services in the event that the Customer opts not to furnish any or all requested personal information and the non-furnishing of said information renders it impossible for the Company to contact the Customer, arrange for travel services or undertake any formalities required in order to enable the Customer to receive any travel services. The (General) Travel Service Supervisor identified by the Company or its Sales Location shall act on behalf of the Company's Personal Information Officer in order to ensure the proper handling of personal information acquired by the Company and/or its Sales Location.
- (2) In addition to using personal information acquired pursuant to the preceding Paragraph (1) to contact the Customer, the Company may also furnish said personal information as well as searchable personal information data sets containing customer flight information to transportation carriers, accommodations providers and other travel service providers as well as to gift shops by transmitting said information in advance via electronic or other means to the extent necessary in order to arrange the requested travel services, to undertake formalities required in order to enable the Customer to receive travel services and/or to enhance the Customer's shopping experience at gift shops at the travel destination. In addition, the Company may also use a Customer's personal information in order to (1) provide information regarding products, services and promotional campaigns offered by the Company's partners, (2) request feedback and input following the completion of travel, (3) request participation in surveys, (4) offer special services and benefits, and (5) compile statistical data.
- (3) The Company may request the personal information of an individual who is to serve as the Customer's emergency contact person during travel in the event of illness, accident or another contingency. The personal information of said emergency contact person shall be used if the Company deems it necessary to contact said emergency contact person if the Customer suffers any illness or other unforeseen contingency during travel. The Customer shall be responsible for obtaining the consent of his/her emergency contact person regarding the furnishing of said personal information to the Company.
- (4) In retaining any third parties to perform travel arrangement services, tour conducting services, airport meet-and-greet services or any similar such services on behalf of the Company, the Company may outsource, in whole or in part, operations involving the handling of personal information acquired pursuant to Paragraph (1) above. In such instance, the Company shall select its vendors based on the same standards established by the Company and shall share said personal information with any such vendors only upon execution of a non-disclosure agreement.
- (5) To the minimum extent necessary in order to communicate with the Customer, the Company may share searchable data sets containing customer information in its possession (including but not limited to names, addresses, telephone numbers and e-mail addresses) with other companies in the JTB Group. Said JTB Group companies may use said information in order to provide the Customer with sales information, simplify the process of purchasing travel products and services, furnish information regarding events and functions, and deliver merchandise purchased by the Customer. For information regarding the Customer Service Desk for requests for disclosure, correction or deletion of searchable data sets containing personal information, the names of the JTB Group companies with whom searchable data sets containing personal information are shared or the JTB Group companies managing searchable data sets containing personal information, please visit JTB Corp.'s website at <http://www.jtbcorp.jp/privacy>.

Article 16 Miscellaneous Provisions

- (1) The Customer shall be responsible for all expenses arising in connection with any requests made by the Customer to any tour conductor or other individual for personal services, shopping or other assistance, all expenses arising in connection with any injury or illness sustained by the Customer, all expenses involved in the loss of any belongings or the recovery of any forgotten items arising out of the Customer's negligence as well as any expenses incurred in the arrangement of any independent activity.
- (2) While the Company may provide the Customer with information regarding gift shops for the convenience of the Customer, all purchases shall be made by the Customer at the Customer's own risk. We are unable to assist the Customer in processing exchanges or returns for any purchases. If tax refunds are available on duty-free items, the Customer must take responsibility for confirming the relevant requirements with the vendor, airport or other reliable source of information, for transporting any such purchased items as carry-ons and for completing all requirements in order to obtain any applicable tax refund. Travelers are prohibited from bringing certain items into Japan under the Washington Convention (CITES) and applicable Japanese law. Please exercise adequate caution when making any purchases.
- (3) The responsibility of the operator and the responsibility of the customer in the case of the local tour all depend on the provisions of the operating company and the local laws and regulations.
- (4) The Company shall not re-conduct any tours under any circumstances.

Article 17 Applicable Language and Governing Law

This is an English-language translation of the Company's standard Japanese-language. This translation is provided strictly for the convenience of the Customer. In the event of any discrepancy between this translation and the original Japanese-language document, the Japanese language version shall control in all respects.

This Agreement between the Customer and the Company shall be governed by and construed in accordance with the laws of Japan. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court in the first instance.