

# Travel Terms and Conditions (agent-organized domestic tour)



## 1. Significance of these travel terms and conditions

These terms and conditions are a part of the terms and conditions set forth in Article 12-4 of the Travel Agency Act and the articles of agreement set forth in Article 12-5 of the same Act.

## 2. Agent-organized tour agreement

- (1) This tour is planned and organized by JR Tokai Tours, Inc. (1-5-8 Kyobashi, Chuo-ku, Tokyo; Japan Tourism Agency Registration No.957) (hereafter referred to as "JR Tokai Tours"), and customers who are participating in this tour are entering into an agent-organized tour agreement (hereafter referred to as "tour agreement") with JR Tokai Tours.
- (2) JR Tokai Tours shall arrange the logistics and manage the itinerary so that customers can receive services such as transport and lodging offered by transport and accommodation agencies, etc., and other travel-related services (hereafter referred to as "tour services") in accordance with the travel itinerary stipulated by JR Tokai Tours.
- (3) The content and conditions of the tour agreement are as stipulated on our brochure or website, these travel terms and conditions, the itinerary, and the agent-organized tour agreement portion of our travel agreement (hereafter referred to as the "JR Tokai Tours agreement").

## 3. Booking a tour and establishment of the agreement

(1) Customers can book a tour by providing the required items to JR Tokai Tours or our contractors (hereafter referred to as JR Tokai Tours et al.), and paying the application fee listed below. We may have customers enter the required items on a special screen or form for operational reasons. The application fee will be applied towards the cost of the tour. The tour agreement shall be established upon approval of the agreement by JR Tokai Tours et al. and receipt of the application fee.

Total tour cost	Application fee (per person)
Less than 10,000 JPY	3,000 JPY
Less than 30,000 JPY	6,000 JPY
Less than 60,000 JPY	12,000 JPY
Less than 100,000 JPY	20,000 JPY
Less than 150,000 JPY	30,000 JPY
150,000 JPY and above	20% of the total tour cost

- (2) JR Tokai Tours et al. may accept bookings of tour agreement by phone, mail, fax, or other means of communication. In these cases, we shall accept bookings at the time of booking, and the application fee is required to verify the booking application and both submit the application form and pay the application fee within three days from the day following the date of notification from JR Tokai Tours et al. of the booking approval to the customer. If the application form is not submitted and the application fee is not received during this period, JR Tokai Tours et al. will cancel the booking.
- (3) When booking by phone, tour agreement shall be established upon receipt of the application fee by JR Tokai Tours et al., as stated in (2) of this clause, and when booking by mail or fax, the agreement shall be established when JR Tokai Tours et al. send you a notification approving the tour agreement with the customer after payment of the application fee. When entering into a correspondence agreement, whether it be by phone, mail, fax, or another communication method, the agreement shall be established in accordance with the stipulations of Clause 24(3).
- (4) In cases where a booking is made by a person responsible for the agreement on behalf of a party/group, JR Tokai Tours et al. shall deem this person to have all powers of attorney with regards to the execution or cancellation of the agreement, etc.
- (5) The person responsible for the agreement must submit a list of names of the people comprising the party/group to JR Tokai Tours et al. by the date specified by JR Tokai Tours et al.
- (6) JR Tokai Tours et al. shall not assume responsibility for any current or future debts and/or obligations that the person responsible for the agreement has or may have against the people comprising the party/group.
- (7) In the event that the person responsible for the agreement does not accompany the party/group, a member of the party/group selected in advance by the person responsible for the agreement shall be deemed by JR Tokai Tours et al. to be the person responsible for the agreement after the start of the tour.
- (8) In the event that the tour agreement cannot be executed immediately at the time of booking due to the unavailability of seats or rooms, or for another reason, JR Tokai Tours et al. may place the customer on a waitlist with the customer's approval, after confirming the cutoff date with the customer (hereafter, this situation shall be referred to as being "waitlisted"). In this case, the customer shall be registered as a waitlisted customer, and we shall make every effort to accommodate the customer. Even in this case, JR Tokai Tours et al. shall require submission of the application form and an amount equal to the application fee as a deposit. (Being registered on the waitlist does not guarantee the completion of booking). However, in the event that "the customer asks to be removed from the waitlist prior to JR Tokai Tours et al. sending notification of a vacancy" or if "booking was still not possible by the cutoff date", the entire deposit shall be returned to the customer.
- (9) The agreement for waitlisted customers in the case of (8) of this clause shall be deemed as established upon notification of a vacancy by JR Tokai Tours et al., and the aforementioned deposit shall be treated as the application fee.

## 4. Booking requirements

- (1) Customers who are under the age of 20 at the time of booking require the written consent of his/her parents. In addition, customers under the age of 15 at the time of travel must be accompanied by a guardian.
- (2) For tours that have special requirements for participation, we may refuse a customer's participation if the participant does not meet the requirements specified by JR Tokai Tours, such as gender, age, qualifications, skills, etc.
- (3) We may refuse a customer's participation if the customer is revealed to be a member of or linked to a gang, organized crime group, or other antisocial forces.
- (4) We may refuse a customer's participation if the customer makes violent or unreasonable demands and displays threatening behavior or commits violent acts with regards to transactions towards JR Tokai Tours et al.
- (5) We may refuse a customer's participation if the customer has attempted to tarnish reputation of JR Tokai Tours et al. by spreading rumors, using fraudulent means, or by exercising power, or has committed acts to interfere with our business operations.
- (6) Customers who are in poor health, use equipment such as wheelchairs, have mental and/or physical disabilities, have food or animal allergies, are pregnant or may be pregnant, have dogs to assist with disabilities (guide dogs, hearing dogs, service dogs), or require any other special accommodations for participation should notify us of this fact when booking the tour (If such conditions occur after execution of the tour agreement, please notify us immediately). Please provide a detailed description of provisions that you may require during the tour so that JR Tokai Tours can accommodate your needs.
- (7) In the event that we receive the notifications outlined in the previous paragraph, JR Tokai Tours shall make efforts to accommodate to the extent possible and reasonable. In order to do so, we may ask the customer about his/her condition and required provisions, and we may require the customer to put this in writing.
- (8) For smooth and safe operation of the tour, JR Tokai Tours may set certain conditions such as having a helper or companion to accompany the customer, requiring the submission of a medical certificate from a doctor, or changing the content of a portion of the tour package. In addition, when we cannot arrange for the provisions requested by the customer, we may refuse the booking request or cancel the tour agreement. As a rule, the customer shall bear all expenses required for special provisions arranged by JR Tokai Tours for the customer.
- (9) If JR Tokai Tours needs to contact the customer in the event of (1)(2)(6)(7)(8) of this clause, as a general rule, JR Tokai Tours shall contact you within one week from the date of booking for (1)(2) and from the date of notification for (6)(7)(8).
- (10) In the event that JR Tokai Tours determine that the customer requires a medical evaluation or treatment due to illness, injury, etc. during the tour, we shall take the necessary measures to ensure smooth operation of the tour. The customer shall bear all expenses resulting from such measures.
- (11) As a rule, we do not allow customers to split up from the group to suit their needs. However, this may be allowed as a special condition depending on the tour package.
- (12) We may refuse a customer's participation when JR Tokai Tours determines that the customer may cause trouble to other customers or interfere with the smooth operation of group activities.

(13) We may refuse a customer's participation for other reasons as deemed appropriate by JR Tokai Tours.

## 5. Documents of the agreement and itinerary

- (1) Once the tour agreement has been executed, JR Tokai Tours et al. shall promptly provide the customer with the travel itinerary and the documents of the agreement describing the content of tour services, other travel conditions, and items regarding JR Tokai Tours' responsibilities. The documents of the agreement shall comprise the information on the brochure or website and these travel terms and conditions, etc. In the event that the travel itinerary, etc., has already been determined in the documents of the agreement that were provided, we will not provide another written itinerary, etc.
- (2) In the event that the travel itinerary, etc., has not been determined in (1) of this clause, JR Tokai Tours et al. shall provide the customer with an itinerary with confirmed information regarding the meeting time and location, the means of transportation to be used and accommodation facilities, etc., as a final document, by the day prior to the start date of the tour at the latest. However, if the date of booking was made after the 7th day counting back from the day before the start date of the tour, we may provide the customer with the document on the start date of the tour.

## 6. Payment of tour costs

The tour costs shall be paid prior to the 13th day counting back from the day before the departure date of the tour. If the booking was made after the 13th day counting back from the day before the departure date of the tour, the payment must be made in advance by JR Tokai Tours et al. prior to the departure date of the tour. Even if a correspondence agreement set forth in Clause 24 has not been concluded between JR Tokai Tours and the customer, in the event that the customer is a cardholder of a credit card company that JR Tokai Tours is affiliated with, and we have obtained the approval of the customer, we may receive the following payments without requiring the customer's signature: tour costs (including application costs and additional fees), cancellation fees and penalty charges set forth in Clause 14, additional costs set forth in Clause 10, and the amendment fees for transferring bookings described in Clause 13. In the above cases, the customer's credit card shall be charged on the date of approval by the customer, unless otherwise specified.

## 7. Tour costs

- (1) Unless otherwise specified, adult prices apply to customers who are 12 years of age or above, and child prices apply to customers who are aged 6 years of age or above (3 years of age or above for air travel) and under 12 years of age.
- (2) Tour costs are displayed for each tour package. Customers should confirm the costs for their departure date and the number of people in their party.
- (3) The "tour costs" shall be used as the basis for calculating the "Application fees" set forth in Clause 3, "Cancellation fees" set forth in Clause 14 (1), the "Penalty charges" set forth in Clause 14 (4), and the "Compensation for changes" set forth in Clause 23. The "tour costs" on our travel advertisements, brochure, or website are calculated as follows: "amount indicated as tour costs" plus "amount indicated as additional fees" minus "amount indicated as the discount."

## 8. Items included in the cost of the tour

- (1) Fares/fees (economy class unless otherwise stated) for transportation facilities indicated in the travel itinerary, accommodation expenses, meal costs, admission fees, and taxes such as consumption tax.
- (2) Tour conductor expenses for tour packages where a tour conductor accompanies the tour group, gratuity for group activities.
- (3) Other items indicated on the brochure or website as being included in the tour costs.
- (4) As a rule, the aforementioned expenses shall not be reimbursed even when not fully incurred for reasons due to the customer.

## 9. Items not included in the cost of the tour

Everything not included in (1) - (3) of the previous clause is not included in the cost of the tour. Some examples are shown below:

- (1) Excess baggage charges (for baggage exceeding the specified weight, capacity, and number)
- (2) Airport facility fees (unless indicated on the brochure or website)
- (3) Expenses of a personal nature, such as laundry fees, telegraph and telephone charges, additional food, etc., and associated taxes and service charges
- (4) Fees for optional tours (excursions for a separate charge) for those who wish to participate
- (5) Additional charges and fees imposed by transportation facilities (e.g. insurance, fuel surcharges)
- (6) Transportation fees and accommodation expenses for travel between the arrival/departure point and the customer's house

## 10. Additional fees

The "Additional fees" mentioned in Clause 7 refer to the following expenses (excluding cases where they have already been included in the "tour costs" beforehand):

- (1) Additional fees for upgrading hotels or room types, referred to as the "Upgrade Plan" on our brochure or website, etc. by JR Tokai Tours.
- (2) Additional fees for changing from a "no meals included" plan to a "meals included" plan, etc.
- (3) Additional fees for extending the length of stay at the hotel, referred to as the "stay extension plan" on our brochure or website, etc. by JR Tokai Tours.
- (4) Additional fees for upgrading the airline seat class, referred to as the "additional fees for super seat" on our brochure or website, etc. by JR Tokai Tours.
- (5) Other additional fees specified on our brochure or website (additional fees for early check-in and additional fees for selecting the desired airline, if this option is offered on our brochure or website, etc.).

## 11. Revisions to the tour agreement

In the event of natural disasters, wars, riots, suspension of tour services provided by transportation and accommodation facilities, government orders, provision of transportation services that were not part of the original travel plan, or other circumstances beyond JR Tokai Tours' control, JR Tokai Tours may revise the content of the travel itinerary and tour services even after conclusion of the tour agreement when unavoidable for safe and smooth operation of the tour, after promptly providing customers with an explanation as to why the said circumstances are beyond JR Tokai Tours' control and the causal connections with said circumstances.

## 12. Change in tour costs

After conclusion of the tour agreement, JR Tokai Tours shall not make any changes to the tour costs, additional fees, and discounts, except in the following cases:

- (1) In the event that the fares/fees of the transportation facilities used for the tour are drastically revised beyond what is normally expected due to significant changes in economic conditions, etc., the tour costs will be changed to incorporate this difference in fares/fees. If the tour costs are increased, the customer shall be notified of this fact by the 15th day counting back from the day before the departure date.
- (2) In the event that the fares/fees stipulated in (1) of this Clause are drastically reduced, JR Tokai Tours shall reduce the tour costs by the same amount, in accordance with (1) of this Clause.
- (3) If there is a change in the itinerary which results in a decrease in the expenses required for tour operation, JR Tokai Tours shall reduce the tour costs accordingly.
- (4) If there is a change in the itinerary due to the circumstances set forth in Clause 11, resulting in an increase in expenses required for tour operation (including cancellation fees, penalty charges, and expenses that have already been paid or need to be paid for tour services that were not provided due to changes in the agreement), JR Tokai Tours shall change the tour costs accordingly, excluding in the case of changes due to a shortage of seats, rooms, or other facilities provided by the transportation and accommodation facilities, etc., despite the provision of services.
- (5) In the event that JR Tokai Tours has specified in the brochure or website that tour costs will depend upon the number of people using the transportation or accommodation facilities, etc., and this number changes after conclusion of the tour agreement for reasons that are not attributable to JR Tokai Tours, the tour costs shall be changed within the range described in the documents of the agreement.

## 13. Transfer of bookings

The customer may transfer his/her contractual status to a third party with JR Tokai Tours' consent. In this case, the customer shall fill out the designated form and submit it to JR Tokai Tours. A predetermined amount shall be charged as the processing fee for the transfer. (If an airline ticket has already been issued, we may also charge the customer for the cost of issuing a ticket.) Transfer of the contractual status shall only take effect upon JR Tokai Tours' consent, and the person to whom the contractual status was transferred shall assume all the rights and obligations relating to the tour agreement. JR Tokai Tours may reject a transfer for reasons such as in the event that the transportation or accommodation facilities do not allow changes in travelers.

## 14. Cancellation fees

- (1) If a customer cancels the tour for personal reasons after conclusion of the tour agreement, the customer shall pay the cancellation fees outlined on the brochure or website, and each of the participating customers shall pay the difference in costs per room resulting from the change in the number of participants.
- (2) In the event of cancellation due to financing issues that are outside of JR Tokai Tours' responsibility, the customer is required to pay the predetermined cancellation fees.
- (3) In the event that the customer cancels because he/she cannot consent to the use of personal information as stipulated in Clause 26, the customer is required to pay the predetermined cancellation fees.
- (4) If the tour costs have not been paid by the deadline, JR Tokai Tours shall assume that the customer has cancelled the tour agreement on the day following the deadline, and the customer shall be required to pay penalty charges of an amount equal to the tour costs.
- (5) Changes to the departure date, tour package, or a part of the itinerary such as transportation or accommodation facilities due to the customer's personal reasons shall be regarded as a cancellation of the entire tour, and the customer shall be charged the predetermined cancellation fees.

## 15. Cancellation prior to departure

- (1) Customer's right to cancel
  - (1) The customer may cancel the tour agreement at any time by paying the cancellation fees outlined on the brochure or website. Cancellation requests may only be accepted at the office where the customer booked the tour during the office's business hours.
  - (2) The customer may cancel the tour agreement without paying cancellation fees if any of the following apply:
    - a. When changes have been made to the contents of the tour agreement. However, such changes shall be limited to those indicated in the left-hand column of the table in Clause 23, or other important changes.
    - b. When the tour costs have been increased in accordance with Clause 12 (1).
    - c. When smooth and safe operation of the tour becomes or is highly likely to become impossible due to natural disasters, wars, riots, suspension of tour services provided by transportation and accommodation facilities, government orders, or another reason.
    - d. When JR Tokai Tours et al. fails to deliver the travel itinerary described in Clause 5 (2) to the customer by the date specified in the Clause.
    - e. When operation of the tour in accordance with the travel itinerary described on the brochure or website becomes impossible due to reasons attributable to JR Tokai Tours et al.
  - (3) If the tour agreement has been cancelled in accordance with (1) of this Clause, JR Tokai Tours shall reimburse the amount of the tour costs (or application fees) that have already been paid, after deducting the predetermined cancellation fees. If the application fees are not enough to cover the cancellation fees, the customer shall be charged the difference. If the tour agreement has been cancelled in accordance with (1) of this Clause, JR Tokai Tours shall reimburse the entire amount of the tour costs (or application fees) that have already been paid.
- (2) Company's right to cancel
  - (1) If the customer has not paid the tour costs by the deadline specified in Clause 6, JR Tokai Tours may cancel the tour agreement. In this case, the customer shall pay penalty charges of an amount equal to the cancellation fees specified in (1) of this Clause.
  - (2) JR Tokai Tours may cancel the tour agreement in the following cases:
    - a. It becomes evident that the customer does not satisfy the conditions for tour participation such as gender, age, qualifications, and skills, which were specified in advance by JR Tokai Tours.
    - b. The customer is found to fit the description specified in Clause 4 (3) to (5).
    - c. The customer is regarded as unfit to participate in the tour due to illness, absence of a necessary helper, or for other reasons.
    - d. The customer is regarded as having the potential to cause trouble to other customers or prevent the smooth operation of group activities.
    - e. The customer makes exorbitant demands regarding the contents of the agreement.
    - f. When the minimum number of customers stipulated on the brochure or website has not been reached. In this case, the customer shall be notified of tour cancellation prior to the 13th day (3rd day for day trips) counting back from the day before departure.
    - g. When the conditions for the tour specified in advance by JR Tokai Tours have not been met, or are highly unlikely to be met, such as the lack of snowfall for ski tours.
    - h. When safe and smooth operation of the tour in accordance with the travel itinerary described on the brochure or website is or is highly likely to be impossible due to natural disasters, wars, riots, suspension of tour services provided by transportation and accommodation facilities, government orders, or other reasons beyond the control of JR Tokai Tours.
  - (3) If the tour agreement is cancelled in accordance with (2) of this Clause, JR Tokai Tours shall reimburse the amount of the tour costs (or application fees) that have already been paid, after deducting the penalty charges. If the tour agreement has been cancelled in accordance with (2) of this Clause, JR Tokai Tours shall reimburse the entire amount of the tour costs (or application fees) that have already been paid.

## 16. Cancellation after departure

- (1) Customer's right to cancel
  - (1) In the event that the customer leaves in the middle of the tour for personal reasons, this shall be regarded as a relinquishment of rights, and no reimbursements shall be paid.
  - (2) In the event that the customer leaves in the middle of the tour for reasons that are not attributable to the customer, the customer may cancel the agreement for the portion relating to the provision of tour services that can no longer be provided, without paying any cancellation fees.
  - (3) In the event of (1) of this Clause, JR Tokai Tours shall reimburse the customer for the amount of tour costs associated with the tour services that could not be provided. However, if the event is due to reasons not attributable to JR Tokai Tours, the customer shall be reimbursed the amount above minus the cancellation fees, penalty charges, and any expenses that have been or will be paid for the tour services in question.
- (2) JR Tokai Tours' right to cancel
  - (1) In the following cases, JR Tokai Tours may cancel a portion of the tour agreement after providing an explanation to the customer in advance:
    - a. When the customer is regarded as unfit to participate in the tour due to illness, absence of a necessary helper, or for other reasons.
    - b. When the customer is found to fit the description specified in Clause 4 (3) to (5).
    - c. When the customer defies the instructions of JR Tokai Tours provided through the tour conductor or another person for safe and smooth operation of the tour, or disrupts group activities through violence or threats to such people or fellow travelers, thereby preventing the safe and smooth operation of the tour.
    - d. When the tour cannot be continued due to natural disasters, wars, riots, suspension of tour services provided by transportation and accommodation facilities, government orders, or other reasons beyond the control of JR Tokai Tours.
  - (2) Effects of cancellations and reimbursements
    - (1) If JR Tokai Tours cancels the tour agreement for reasons described in (2) of this Clause, the cancellation fees, penalty charges, and other expenses that have already been paid or must be paid to the suppliers of tour services that could not be provided due to cancellation of the agreement shall be borne by the customer.
    - (2) In this case, JR Tokai Tours shall reimburse the customer for any expenses relating to tour services that the customer has yet to receive minus the cancellation fees, penalty charges, and other expenses that JR Tokai Tours has paid or is required to pay to the suppliers of the aforementioned tour services.
    - (3) If JR Tokai Tours cancels the tour agreement in accordance with (2)1a. or d. of this Clause, JR Tokai Tours shall

make the necessary arrangements to return the customer to the point of departure, at the customer's request and at expense.

- If JR Tokai Tours cancels the tour agreement based on the stipulations of 2(1) of this Clause, the contractual relationship between JR Tokai Tours and the customer shall cease only from that point forward. In other words, JR Tokai Tours' obligations regarding tour services that the customer has already received shall be considered to have been validly performed.

#### 17. Reimbursement of tour costs

- If JR Tokai Tours is required to reimburse the customer in the event of "a reduction in tour costs in accordance with the stipulations of Clause 12 (2)(3)(5)" or "cancellation of the tour agreement by either the customer or JR Tokai Tours in accordance with the stipulations of Clause 14 - 16," the customer shall be reimbursed for the stipulated amount within 7 days counting from the day after cancellation for reimbursements due to cancellations made prior to departure, and within 30 days counting from the day after the tour end date specified on the brochure or website for reimbursements due to a reduction in tour costs or cancellation after departure.
- The stipulations of (1) of this Clause shall not interfere with the customer or JR Tokai Tours' rights to seek compensation for damages, as stipulated in Clause 19 (JR Tokai Tours liabilities) and Clause 21 (Customer liabilities).
- The customer is required to request a refund at the office where the booking was made, within one month of the departure date.
- All coupons that were already provided to the customer are required to be returned for reimbursements to be made. Reimbursement of tour costs may not be possible if all coupons have not been returned.

#### 18. Tour conductor

- A tour conductor shall accompany the tour for the entire itinerary for packages that are indicated as being accompanied by a "tour conductor." As a rule, the tour conductor shall provide services to ensure the smooth operation of the itinerary stipulated in the documents of the agreement. During the tour, customers are required to follow the instructions of the tour conductor for smooth and safe operation of the tour. As a rule, the tour conductor's work hours shall be from 8am to 8pm.
- For packages labeled as being accompanied by a "local tour conductor," a local tour conductor shall accompany the tour from the point of arrival at the tour destination to departure. The local tour conductor shall provide the same services as those provided by the tour conductor in (1) of this Clause.
- For packages labeled as being accompanied by a "local attendant," the tour shall not be accompanied by a tour conductor; however, a local attendant shall provide the necessary services to ensure smooth operation of the tour.
- For individual-type plans, a tour conductor or local attendant shall not accompany the customer. On such tours, customers are required to manage their own itinerary. JR Tokai Tours shall provide the customer with coupons necessary to receive tour services, and the customer is responsible for making arrangements to receive these tour services on his/her own. In the event of suspension of services by transportation facilities or sudden cancellation by the customer for personal reasons, the customer should contact the sales outlet. If the customer is unable to contact the sales outlet due to it being a holiday or outside of business hours, the customer is required to contact the remaining services that will be provided to be used (hotels, transportation facilities, etc.) on his/her own to make the necessary cancellation arrangements. Please note that in the event that notice or arrangements for cancellation are not made, this shall be regarded as a relinquishment of the customer's rights, and no reimbursements shall be paid.
- If a change in the content of services is necessary due to bad weather, etc., in sections of the tour that are not accompanied by the local tour conductor or in which the local assistant does not provide services, the customer must take the necessary procedures for arranging alternative services on his/her own.

#### 19. JR Tokai Tours liabilities

- If JR Tokai Tours or a representative of JR Tokai Tours causes damage to the customer intentionally or by negligence when fulfilling its obligations of the agent-organized tour agreement, JR Tokai Tours shall accept liability for damages caused to the customer. However, this shall only apply if JR Tokai Tours is notified within 2 years counting from the day after the damage occurred.
- As a rule, JR Tokai Tours shall not accept liability as stipulated in (1) of this Clause when the customer incurs damages due to events such as the following:
  - Natural disasters, wars, riots, and changes to the travel itinerary or cancellation of the tour due to such events
  - Damages caused by accidents or fire during transportation or at the accommodation facility
  - Suspension of services by the transportation or accommodation facility and changes to the travel itinerary or cancellation of the tour due to such events
  - Governmental orders, isolation from infectious diseases, and changes to the travel itinerary or cancellation of the tour due to such events
  - Accidents during the customer's free time
  - Food poisoning
  - Theft
  - Delays, service interruptions, and schedule or route changes of the transportation facilities, and changes to the travel itinerary or shortened stays at the destination due to such events
- Notwithstanding the stipulations in (1) of this Clause regarding the period of notification of damages from the customer, with regards to hand luggage, JR Tokai Tours shall only compensate for damages as set forth in (1) of this Clause only when it is reported within 14 days counting from the day after said damages occurred. However, JR Tokai Tours shall only compensate up to a maximum of 150,000 yen per customer (excluding cases of willful or gross negligence by JR Tokai Tours) regardless of the amount of damages.

#### 20. Special compensation

- Regardless of whether or not JR Tokai Tours is liable as set forth in (1) of the preceding Clause, JR Tokai Tours shall pay the following compensation as stipulated in the special compensation provisions of JR Tokai Tours' terms and conditions for certain damages to the customer's life or body and/or damage to hand luggage, caused by sudden and accidental extraneous accidents during participation in the agent-organized tour: compensation for death (15 million yen), compensation for permanent disabilities (up to 15 million yen), consolation payments for hospitalization (20,000-200,000 yen), consolation payments for hospital visits (10,000-500,000 yen), compensation for damage to hand luggage (up to 100,000 yen per item of hand luggage or pair of items, and up to 150,000 yen per customer per one agent-organized tour).
- Regardless of (1) of this Clause, on days where no tour services of the agent-organized tour arranged by JR Tokai Tours are provided, the customer shall not be considered to be participating in said agent-organized tour unless otherwise specified on the brochure or website.
- JR Tokai Tours shall not pay the compensation and consolation payments stipulated in (1) of this Clause in the event that the damage suffered by the customer during the agent-organized tour is due to willful negligence of the customer, driving under the influence, illness, etc., or an accident that occurred during a dangerous activity that is not included in the agent-organized tour and took place during the customer's free time, such as mountain-climbing (using mountain-climbing equipment such as ice axes, crampons, hiking ropes, hammers, etc.), luging, bobsledding, sky-diving, hang gliding, ultralight plane (such as motor hang gliders, microlight planes, ultralight planes) flying, and gyroplane flying. However, this is not applicable when said activities are included in the agent-organized tour itinerary.
- JR Tokai Tours shall not pay compensation for damages to exempted items as stipulated in JR Tokai Tours' terms and conditions, such as cash, securities, credit cards, coupons, airline tickets, passports, driving licenses, visas, certificates of deposit/savings certificates (including passbooks and ATM cards), different types of data or equipment, and contact lenses, etc.
- In the event that JR Tokai Tours is liable for both compensation payment in accordance with (1) of this Clause and compensation for damages as stipulated in the previous Clause, when one of these obligations is met, both obligations shall be considered to be met to the extent of the amount.

#### 21. Customer liabilities

- In the event that JR Tokai Tours suffers damages due to the customer's intentional, negligent, or illegal acts, acts that violate public order and morals, or when the customer violates the terms and conditions of the agreement with JR Tokai Tours, JR Tokai Tours shall seek compensation for damages from the customer.
- When concluding the agent-organized tour agreement, the customer must make efforts to understand his/her rights and obligations and other content of the agent-organized tour agreement, using information provided by JR Tokai Tours.
- If the customer feels that the tour services provided differ from those specified in the documents of the agreement after departure, in order to receive the tour services described in the documents of the agreement in a smooth

manner, the customer is required to promptly report this fact to the tour conductor, mediator, local guide, or provider of the transportation services at the destination, or to the office where the tour was booked.

- If JR Tokai Tours finds that a customer requires care due to sickness or injury, etc., during the tour, JR Tokai Tours may take the necessary measures. In this case, the expenses required for the aforementioned measures shall be borne by the customer if the reasons for sickness or injury are not attributable to JR Tokai Tours, and the customer is required to pay said expenses by the deadline specified by JR Tokai Tours in the manner specified by JR Tokai Tours.
- In the event that the customer loses the coupons, the customer shall be responsible for the fees and charges of transportation facilities associated with the reissuance of said coupons. In this case, the fees and charges shall be the amount specified by the transportation facilities.

#### 22. Optional tours or provision of information

- The application of Clause 20 (Special compensation) for agent-organized tours that are planned and implemented by JR Tokai Tours for a separate participation fee for customers who are participating in JR Tokai Tours' agent-organized tour (hereafter referred to as "JR Tokai Tours optional tours") shall be treated by JR Tokai Tours as a part of the content of the main agent-organized tour agreement. JR Tokai Tours optional tours shall be indicated as "planned by JR Tokai Tours" on the brochure or website, etc.
- If it is indicated on the brochure or website that the optional tour is operated by a company other than JR Tokai Tours, JR Tokai Tours shall pay compensation or consolation payments based on the stipulations of Clause 20 (Special compensation) for damages stipulated in this Clause that were suffered by customers participating in the aforementioned optional tour (however, this does not apply when the date of the optional tour is on a day on which no services are provided for the main agent-organized tour, and this fact is indicated on the brochure, website, or final documents). The responsibilities of the operator of the optional tour and the customer's responsibilities shall be as defined by the operator of the optional tour.
- When JR Tokai Tours lists possible sports, etc., on the brochure or website "merely to provide information," this shall be clearly indicated. In this case, the special compensation stipulations of Clause 20 shall apply in the event of any damages that the customer may suffer during participation in these possible sports, etc. (however, this does not apply when the date of the optional tour is on a day on which no services are provided for the main agent-organized tour, and this fact is indicated on the brochure, website, or final documents); however, JR Tokai Tours shall not accept liability for anything else.

#### 23. Itinerary booking guarantee

- In the event of any major changes to the content of the agreement as indicated in the left column of the table below (excluding changes stipulated in 1, 2, and 3 below), JR Tokai Tours shall pay the customer compensation for changes, obtained by multiplying the "Tour costs" stipulated in Clause 7 by the rate indicated in the right column of the following table, within 30 days counting from the day after the tour ends. However, if JR Tokai Tours is found to be liable for such changes based on the stipulations of Clause 19(1), the payment made by JR Tokai Tours shall not be considered as compensation for changes, but as a part/entire amount of the compensation for damages.
  - JR Tokai Tours shall not pay compensation for changes due to the following reasons (however, compensation for changes shall be paid for changes due to a shortage of seats, rooms, or other facilities of the transportation/accommodation facilities, etc., in spite of services being provided):
    - Bad weather or natural disasters that affect the travel itinerary;
    - wars;
    - governmental orders;
    - suspension of tour services, such as cancellation, service interruption, or suspension of operation by transportation/accommodation services, etc.;
    - provision of transportation services that differ from the initial operating plan due to delays and changes in the transportation schedule, etc.;
    - measures required to protect the life or physical safety of tour participants.
  - If the changes are associated with cancellation of the tour agreement in accordance with the stipulations of Clause 15 and Clause 16, JR Tokai Tours shall not pay compensation for changes.
  - If the order in which tour services are provided as described on the brochure or website changes, JR Tokai Tours shall not pay compensation for changes if the aforementioned tour services are provided during the tour.
- Notwithstanding the stipulations of (1) of this Clause, the maximum amount of compensation for changes that JR Tokai Tours shall pay per tour agreement shall be the amount obtained by multiplying the "tour costs" stipulated in Clause 7 by 15%. Furthermore, if the compensation for changes to be paid per tour agreement is less than 1,000 yen per customer, JR Tokai Tours shall not pay compensation for changes.
- With the customer's consent, JR Tokai Tours may offer goods or services of an amount equivalent to the monetary payment for compensation for changes or damages instead of cash.

Amount of change compensation=Rate per change×tour cost

Changes requiring the payment of change compensation	Rate per change	
	Before the tour's beginning	After the tour's beginning
I. Change of the tour's beginning or ending date indicated in the brochure, website, or final documents	1.5%	3.0%
II. Change of touristic sites or touristic facilities (including restaurants) and other travel destinations to be entered indicated in the brochure, website, or final documents	1.0%	2.0%
III. Change of transport facilities indicated in the brochure, website, or final documents to lower-class or cheaper facilities (limited to cases where the class and total fares of facilities after the change fall below those of the facilities indicated in the brochure, website, or final documents)	1.0%	2.0%
IV. Change of the type or company name of the transport facilities indicated in the brochure, website, or final documents	1.0%	2.0%
V. Change of flights to one employing a different airport than the airport serving as the tour's place of departure or of the airport serving as the tour's final destination in Japan indicated in the brochure, website, or final documents	1.0%	2.0%
VI. Change of a direct flight indicated in the brochure, website, or final documents to connecting or indirect flights	1.0%	2.0%
VII. Change of the type and name of the lodging facilities indicated in the brochure, website, or final documents	1.0%	2.0%
VIII. Change of the room type, facilities, scenic view and other room conditions indicated in the brochure, website, or final documents	1.0%	2.0%
IX. Change to matters out of those listed above indicated in the tour name on the brochure, website, or final documents	2.5%	5.0%

Note 1: In the case that any variance arises between the contents listed on the brochure or website and the details listed in the final documents, or between details listed in the final documents and the contents of the Travel Services that are actually provided, each shall be treated as one change.

Note 2: Only the rate set forth in item 9 shall apply to the changes set forth in item 9, and rates from items 1 to 8 shall not apply.

Note 3: One case is defined as follows: One case per transportation boarded for a transport facility; one case per each overnight stay for lodging facility; one case for each applicable matter for other travel services.

Note 4: Even if multiple changes set forth in items 4, 7, or 8 occur for a boarded transportation or single overnight stay, the changes shall be treated as one change per transportation boarded or overnight stay.

Note 5: If the transport facilities set forth in items 3 and 4 entails lodging, each overnight stay shall be treated as one case.

Note 6: Changes of company name of transport facilities set forth in item 4 and changes of lodging facility name in item 7 refer to changes in the transport or lodging facilities themselves.

Note 7: Changes of company name of transport facilities set forth in item 4 shall not be applicable when making a change to higher-grade or more expensive facilities.

#### 24. Tour conditions according to the correspondence agreement

JR Tokai Tours et al. may accept bookings for the tour from customers who are cardholders (hereafter referred to as "cardholders" or a credit card company (JR Tokai Tours is affiliated with (hereafter referred to as "affiliated companies"), on the condition that "payments such as tour costs and cancellation fees can be made without the cardholder's signature" (hereafter referred to as "correspondence agreement"). The terms and conditions of the correspondence agreement differ from the usual terms and conditions of the tour as follows: (Some travel agencies may not be able to accept correspondence agreements. Also, the cards that can be used will depend upon the travel agency.)

- In the "date of credit card" mentioned in this Clause refers to the date on which payments and reimbursements of tour costs, etc., are made by the cardholder or JR Tokai Tours, in accordance with the tour agreement.
- At the time of booking, the customer shall notify JR Tokai Tours et al. of the "credit card number" and "card expiration date."
- With tour agreements that take the form of correspondence agreements, in the case of notification of consent via mail from JR Tokai Tours et al., the agreement is concluded when JR Tokai Tours et al. sends out the notification, and in the case of notification of consent through electronic means such as telephone or e-mail from JR Tokai Tours et al., the agreement is concluded when the customer receives this notification.
- JR Tokai Tours et al. shall receive payment of the "tour costs in the amount stated on the brochure or website" or "Cancellation fees" stipulated in Clause 14 by a credit card of an affiliated company without the cardholder's signature on the prescribed pay slip. In this case, the date on which the card was charged or the tour costs shall be the "conclusion date of the agreement."
- If the customer requests to cancel the agreement, JR Tokai Tours et al. shall refund the amount of the tour costs minus the cancellation fees within 7 days (30 days in the case of cost reduction or cancellation after tour departure) counting from the day after the cancellation request was made as the date of credit card use.
- If payment using the credit card provided by the cardholder is not possible for credit issues, etc., JR Tokai Tours et al. shall cancel the correspondence agreement, and the customer shall be required to pay the tour costs by cash by the deadline designated separately by JR Tokai Tours et al. If the payment cannot be made by said deadline, the customer shall be required to pay penalty charges of an amount equal to the cancellation fees of Clause 14(1).

#### 25. Taking out a domestic travel insurance policy

Injuries during travel may require a large amount of medical costs and transportation expenses, etc. In the event of an accident, it may be very difficult to seek compensation for damages from the party at fault or to collect compensation. In order to protect yourselves from such events, we recommend that customers take out their own domestic travel insurance policy with sufficient coverage. Please inquire with the sales representative of the travel agency regarding domestic travel insurance policies.

#### 26. Handling of personal information

- When customers book tours, JR Tokai Tours et al. obtains the personal information provided by the customer for the items required for booking. It is up to the customer to select the personal information to provide to JR Tokai Tours; however, the customer's booking or requests may not be accepted if personal information is not or only partially provided, thereby preventing JR Tokai Tours from contacting the customer, making arrangements of tour services, and conducting the necessary procedures to receive such services.
- The personal information obtained in the previous paragraph shall be used by JR Tokai Tours et al. to contact customers, and also to the extent necessary to make arrangements for tour services and to receive such services, as well as shopping at souvenir shops in travel destinations for the convenience of customers. The personal information shall also be provided to the transportation and accommodation facilities described on the brochure or website for the tour booked, insurance companies, and company representatives by electronic means, etc. In addition, JR Tokai Tours et al. may use the customer's personal information for the following:
  - Informing customers about the products, services, and campaigns of JR Tokai Tours et al. and affiliates of JR Tokai Tours et al.
  - Requesting feedback after tour participation
  - Requesting customers to complete surveys
  - Provision of promotional services
  - Creation of statistical data
- JR Tokai Tours may outsource a part of or all of the work involving the handling of personal information obtained in (1) of this Clause to other companies for tour conductor services and airport services, etc. In this case, JR Tokai Tours shall select the outsourcing companies using JR Tokai Tours' criteria and shall only entrust them with the personal information after concluding a confidentiality agreement.
- JR Tokai Tours has assigned personal information protection managers to each of its branch offices. Please refer here (<http://www.jrtours.co.jp/>) for inquiries regarding the handling of personal information at JR Tokai Tours.

#### 27. Reference dates for tour conditions and tour costs

The reference dates for the tour conditions and tour costs shall be as specified on the brochure or website.

#### 28. Other

- The customer is responsible for expenses incurred when asking a tour conductor to provide personal guidance or help with shopping, etc., expenses incurred due to illness or injury, etc., expenses associated with collecting luggage that has been inadvertently lost or left behind by the customer, and expenses required for making arrangements separate from the group.
- The tour may make stops at souvenir shops for the convenience of customers, but all purchases made shall be the responsibility of the customer. JR Tokai Tours shall not provide assistance with exchanges or returns of products.
- If the customer consents to the flex traveler system in which airlines may request customers to voluntarily board an aircraft other than the scheduled aircraft, and boards an aircraft other than the one arranged by JR Tokai Tours, JR Tokai Tours' obligations with respect to travel arrangement and itinerary management shall be deemed to have been met, and JR Tokai Tours shall be exempt from any liabilities with regards to itinerary booking guarantee and special compensation for the changed portion.
- Participation in JR Tokai Tours' agent-organized tour may allow customers to receive mileage services from airline companies; however, the customer should contact the airline directly for registration or inquiries regarding such services. JR Tokai Tours shall not assume the liabilities set forth in Clause 19(1) and Clause 23(1) due to changes in the airline used.

As a rule, taxes such as consumption tax will be imposed if customers add liquor, meals, or other services at inns or hotels, etc.

In the event questions arise in relation to non-Japanese language indications of these terms and conditions, the Japanese terms and conditions shall be considered the authentic text.