

Travel terms and conditions (agent-organized domestic tour (EX Travel Packages (Shinkansen + Hotels, Shinkansen +Activity Selections)))

### 1. Significance of these travel terms and conditions

(1) 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 law.

(2) This Travel Conditions shall apply to "EX Travel Packages (Shinkansen + Hotels, Shinkansen +Activity Selections)," a tour planned and conducted by JR Tokai Tours, Inc. (1-5-8 Kyobashi, Chuo-ku, Tokyo, Japan) (hereafter referred to as "JR Tokai Tours"), which is a tour company that plans and implements agent-organized tour. The agent-domestic organized tour that are not "EX Travel Packages (Shinkansen + Hotels, Shinkansen +Activity Selections)" shall be in accordance with the separately prescribed "Travel Terms and Conditions (agent-organized domestic tour)" of JR Tokai Tours.

### 2. Agent-organized tour agreement

(1) This tour is planned and organized by 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 website where this tour is sold (hereafter referred to as "sales 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 who wish to enter into a tour agreement are requested to apply for the tour on the sales website of JR Tokai Tours or its commissioned sales company.

(2) The tour agreement shall be formed when the Company's notice of acceptance of the conclusion of the contract reaches the customer.

(3) When a travel application is made by a person responsible for the contract as a representative of the travelers comprising the party/group, JR Tokai Tours. shall deem that the person responsible for the contract has all the rights of representation regarding the

conclusion and cancellation of the contract, etc.

(4) JR Tokai Tours 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.

(5) 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. to be the person responsible for the agreement after the start of the tour.

#### 4. Booking requirements

(1) Customers who can apply for a trip must be following members of Express Reservation, Smart EX and Tokaido Sanyo Kyushu Shinkansen Internet Reservation Service of JR Central Railway Company, West Japan Railway Company and Kyushu Railway Company (hereafter collectively referred to as "JR three Companies").

■ Express reservation members (individual)

- Affiliated individual members
- View Express Special members
- J-WEST (Express) members
- JQCARD Express members
- Plus EX members

■ Express reservation members (corporate)

- Corporate members
- Business members

■ Smart EX members

- Smart EX members

■ Tokaido Sanyo Kyushu Shinkansen Internet Reservation Service members

- Tokaido Sanyo Kyushu Shinkansen Internet Reservation Service members

(2) Customers who are under the age of 18 at the time of booking require the written consent of his/her guardian. In addition, customers under the age of 15 at the time of travel must be accompanied by a guardian as a rule.

(3) 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.

(4) 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.

(5) We may refuse a customer's participation if the customer is revealed to be a member of or linked to a gang, a quasi-constituent member of a crime syndicate, organized crime group, a company related to a crime syndicate, a corporate extortionist, or other antisocial forces.

(6) 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.

(7) We may refuse a customer's participation if the customer has attempted to tarnish reputation of JR Tokai Tours. by spreading rumors, using fraudulent means, or by exercising power; or has committed acts to interfere with our business operations.

(8) 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.

(9) In the event that we receive the notifications outlined in the previous (8) of this clause, 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.

(10) 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.

(11) If JR Tokai Tours needs to contact the customer in the event of (2)(3)(8)(9)(10) of this Clause, as a general rule, JR Tokai Tours shall contact you within one week from the date of booking for (2)(3) and from the date of notification for (8)(9)(10).

(12) 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.

(13) 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.

(14) We may refuse a customer's participation for other reasons as deemed appropriate by JR

Tokai Tours.

#### 5. Documents of the agreement

(1) Once the tour agreement has been executed, JR Tokai Tours et al. shall promptly notify the customer with the travel itinerary and the content of tour services, tour costs, and other travel conditions by e-mail. The documents of the agreement shall consist of the matters notified by e-mail, the sales website, 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) The range of tour services that JR Tokai Tours is obligated to arrange and manage the itinerary under the tour agreement shall be as described in the contract document.

(3) In the event that the itinerary, transportation and accommodation facilities has not been determined in (1) of this Clause, JR Tokai Tours will notify the customer of such confirmed information as a confirmation document by e-mail at least one day prior to the start date of the tour. However, if the date of booking was made after the 7th day counting back from the day before the start date of the tour, JR Tokai Tours may notify the customer with the document on the start date of the tour.

(4) When JR Tokai Tours has notified the confirmed document as set forth in (3) of this Clause, the scope of the tour services for which JR Tokai Tours is obligated to arrange and manage the itinerary pursuant to the provisions of stipulations (2) of this Clause shall be confirmed as set forth in the confirmed document.

#### 6. Payment of tour costs

When a tour agreement is concluded, JR Tokai Tours shall accept payment of the tour costs as stated in the contract document without the customer's signature on prescribed slip by the credit card of the member indicated in Clause 4 (1) registered by the customer on the date of conclusion of the tour agreement or the credit card registered by the customer when he/she registered as a member indicated in Clause 4 (1) (hereafter collectively referred to as the "customer's credit card").

#### 7. Tour costs

(1) Unless otherwise specified on the sales website, 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 and under 12 years of age.

(2) The tour costs is the basis for calculating the amount of "Cancellation fees" in Clause 13 (1), "Penalty charges" in Clause 13 (2) ①, and "Compensation for changes" in Clause 21.

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

The following charges are included in the tour costs. As a rule, it shall not be reimbursed even when not fully used for reasons due to the customer.

- (1) Fares/fees for transportation facilities indicated in the travel itinerary, accommodation expenses, meal costs, admission fees, 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 sales website as being included in the tour costs.

#### 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) Accommodation tax and Bathing tax required in your travel (unless indicated on the sales website as being included in the tour costs.)
- (2) Expenses of a personal nature, such as laundry fees, telegraph and telephone charges, additional food, etc., and associated taxes and service charges
- (3) Fees for optional tours (excursions for a separate charge) for those who wish to participate
- (4) Additional charges and fees imposed by transportation facilities (for instance, oversized baggage "baggage fee")
- (5) Transportation fees and accommodation expenses for travel between the arrival/departure point and the customer's house

#### 10. Revisions to the tour agreement

(1) 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.

(2) If the itinerary includes use of the Tokaido Shinkansen, Sanyo Shinkansen, or Kyushu Shinkansen even after the conclusion of the tour agreement, the customer may change the train to be used within the range indicated on the sales website. However, this excludes the case where the sales website indicates that the train cannot be changed.

(3) The change of train service stipulated in (2) of this Clause must be made by the customer with the company operating the first station of the train to be changed out of the JR three companies. The use of the Tokaido Shinkansen, Sanyo Shinkansen, and Kyushu Shinkansen, including this change of train, is subject to the EX service Contract of Carriage of the JR three companies. Please refer to the websites of the JR three companies for their EX service contract of Carriage.

(4) As stated in (3) of this Clause, JR Tokai Tours will not change your itinerary because any change of your train service will be made between you and the JR three companies. Even if the customer is unable to use some of the travel services described in the itinerary due to the train change, JR Tokai Tours will not make any change arrangements or provide any refunds.

(5) Except for a change of the train service by the customer as stipulated in (2)-(4) of this Clause, the Passenger may not change the departure date, course, transportation, accommodation, or any other part of the itinerary.

#### 11. Change in tour costs

After conclusion of the tour agreement, JR Tokai Tours shall not make any changes to the tour costs, 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 increased or decreased to incorporate this difference in fares/fees.

(2) If the tour costs are increased as stipulated in (1) of this Clause, the customer shall be notified of this fact by the 15th day counting back from the day before the departure date.

(3) If there is a change in the itinerary due to the circumstances set forth in Clause 10 (1), 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 by the amount of such decrease or increase, 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.

(4) In the event that JR Tokai Tours has specified in the contract document 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.

## 12. Transfer of bookings

The customer may not transfer his/her position under the tour agreement to another person.

## 13. 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 specified in the contract document.

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 “Changes requiring the payment of change compensation ①～⑨” in Clause 21, or other important changes.

b. When the tour costs have been increased in accordance with Clause 11.

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 notify the customer of the confirmed document stipulated in Clause 5 (3) by the due date.

e. When operation of the tour in accordance with the travel itinerary described in the contract document becomes impossible due to reasons attributable to JR Tokai Tours et al.

③ When the customer cancels the tour agreement pursuant to (1) ① of this Clause, or when the customer cancels the tour contract pursuant to ② c. of this Clause (1) when the Tokaido Shinkansen, Sanyo Shinkansen or Kyushu Shinkansen is suspended, the customer shall cancel the tour agreement on the website of JR Tokai Tours or its commissioned sales company. When cancelling the tour agreement pursuant to ② of this Clause (1) (except in the event of suspension of Tokaido Shinkansen, Sanyo Shinkansen, or Kyushu Shinkansen services), the customer shall cancel the tour agreement by calling the Company's telephone number. In addition to the above, if the customer has issued a Shinkansen ticket for the Tokaido Shinkansen, Sanyo Shinkansen or Kyushu Shinkansen, the customer must obtain a cancellation certificate for the Shinkansen ticket at the stations of the JR three companies et al. by the time the train departs.

④ If the tour agreement has been cancelled in accordance with (1) ① of this Clause, JR Tokai Tours will deduct the prescribed cancellation fee from the tour fee already paid and refund the remaining amount. If the tour agreement is cancelled in accordance with ② of (1) above, the entire amount of the tour costs that has been paid will be reimbursed.

### (2) Company's right to cancel

① JR Tokai Tours may cancel the tour agreement in the event that the credit card becomes invalid or otherwise the Company is unable to receive payment of the tour costs by the customer's credit card. In such a case, a penalty charges equal to the cancellation fees stipulated in (1) ① of this Clause shall be paid.

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 (5) to (7).

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 participants stipulated in the tour agreement on the sales 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 tour implementation conditions specified by the Company in advance cannot be fulfilled or there is an extreme risk of such failure, such as insufficient snowfall for a skiing trip.

h. In the event of a natural disaster, war, riot, suspension of transportation or accommodation services, orders by government authorities, or other reasons beyond the Company's control that make it impossible or highly likely that the safe and smooth implementation of the tour according to the tour itinerary described in the contract document becomes impossible.

③ If the tour agreement is cancelled in accordance with (2)② of this Clause, JR Tokai Tours shall reimburse the entire amount of the tour costs that have already been paid.

#### 14. Cancellation after departure

(1) Customer's right to cancel

① In the event that the tour services described on the contract document cannot be provided due to 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.

② When the customer cancels the tour agreement pursuant to (1) ① of this Clause when the Tokaido Shinkansen, Sanyo Shinkansen, or Kyushu Shinkansen is suspended, the customer

shall cancel the tour agreement on the website of JR Tokai Tours or its commissioned sales company, and in any other case, the customer shall cancel the tour agreement pursuant to (1) ① of this Clause by calling the Company's telephone number. In addition to the above, if the customer has issued a Shinkansen ticket for the Tokaido Shinkansen, Sanyo Shinkansen or Kyushu Shinkansen, the customer must obtain a cancellation certificate for the Shinkansen ticket at the stations of the JR three companies et al. by the time the train departs.

③ In the event of (1) 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 (5) to (7).

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 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.

③ In the event of (2) ② of this Clause, 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.

④ 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 expense.

## 15. Reimbursement of tour costs

(1) 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 11 (1)(3)(4)" or "cancellation of the tour agreement by either the customer or JR Tokai Tours in accordance with the stipulations of Clause 13 or 14," JR Tokai Tours shall notify the customer of the amount to be refunded within 7 days counting from the next day after cancellation for reimbursements due to cancellations made prior to departure, and within 30 days counting from the next day after the tour end date specified on the tour document for reimbursements due to a reduction in tour costs or cancellation after departure, the customer shall be reimbursed for the amount to the Customer's credit card on the date the notification is made.

However, if the customer has issued a Shinkansen boarding ticket for the Tokaido Shinkansen, Sanyo Shinkansen or Kyushu Shinkansen, the refund shall be made only if the customer has submitted a Shinkansen boarding ticket (provided, however, that the customer has obtained a cancellation certificate at a station of the JR three companies by the time the train departs as stipulated in Clause 13(1)③ or 14(1)②) or Shinkansen ticket (the one the customer received when the Shinkansen boarding ticket was issued) to our office within one month from the date of commencement of the journey.

(2) 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 17 (JR Tokai Tours liabilities) and Clause 19 (Customer liabilities).

## 16. Tour conductor

(1) 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.

(2) 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.

(3) 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.

(4) 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 electronic tickets necessary to receive tour services, and the customer is responsible for making arrangements to receive these tour services on his/her own.

(5) 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.

#### 17. JR Tokai Tours liabilities

(1) 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.

(2) JR Tokai Tours shall not be liable for any damage incurred by the customer due to reasons beyond the control of JR Tokai Tours or any person on whose behalf JR Tokai Tours has made arrangements, as exemplified below, except as stipulated in (1) of this Clause.

- ① Natural disasters, wars, riots
- ② Accidents or fire during transportation or at the accommodation facility
- ③ Suspension of services by the transportation or accommodation facility
- ④ Governmental orders, isolation from infectious diseases
- ⑤ Accidents during the customer's free time
- ⑥ Food poisoning
- ⑦ Theft

(3) 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.

#### 18. Special compensation

(1) 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 (10,000-50,000 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).

(2) Regarding (1) of this Clause, in the case where the tour itinerary includes a day on which no tour services will be provided and when it is clearly indicated in the itinerary, the customer shall not be considered to be participating in said agent-organized tour.

(3) JR Tokai Tours shall not pay compensation or consolation payments stipulated in (1) of this Clause for damages caused by the customer's willful misconduct, driving under the influence, illness, etc. In addition, JR Tokai Tours shall not pay compensation and consolation payments stipulated in (1) of this Clause for damages caused by mountain climbing (using mountain climbing equipment such as ice axes, crampons, hiking ropes, hammers, etc.), lugging, bobsledding, sky-diving, hang gliding, ultralight plane (such as motor hang gliders, microlight planes, ultralight planes) flying, and gyroplane flying, or other similar dangerous activities, unless such activities are included in the itinerary. However, if such activities are included in the itinerary, JR Tokai Tours shall pay the compensation and consolation payments stipulated in (1) of this Clause for any damage caused by such activities while participating in the agent-organized tour outside of the itinerary.

(4) JR Tokai Tours shall not pay compensation for damages, such as cash, checks or other securities, revenue stamps, postage stamps, credit cards, coupons (including electronic tickets and Shinkansen boarding tickets), airline tickets, passports, manuscripts, blueprints, designs, account books (from manuscripts to account books, including those recorded in recording media), vessels (including yachts, motorboats and boats), motor vehicles, motor cycles (from vessels to motor cycles, including their accessories), mountaineering climbing equipment, expedition equipment, dentures, artificial limbs, contact lenses, animals, plants and or any other equivalent.

(5) Regarding for the damage stipulated in (1) of this Clause, if JR Tokai Tours is liable under Clause 17 (1), the compensation under this Clause (1) to be paid by JR Tokai Tours shall be deemed to be compensation for damages to the extent of the amount of compensation for damages payable under such liability.

(6) In the case stipulated in (5) of this Clause, JR Tokai Tours, obligation to pay compensation as stipulated in (1) of this Clause shall be reduced by an amount equivalent to the

compensation for damages payable by JR Tokai Tours under Clause 17 (1) (including compensation deemed to be compensation for damages stipulated in (5) of this Clause.).

#### 19. Customer liabilities

(1) In the event that JR Tokai Tours suffers damages due to the customer's willful misconduct or negligent, JR Tokai Tours shall seek compensation for damages from the customer.

(2) When concluding the 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.

(3) After the commencement of the tour, in order to receive the tour services described in the documents of the agreement in a smooth manner, if the customer recognizes that the tour services are provided differently from those described in the contract document, the customer shall promptly notify our office or the supplier of the tour services.

(4) 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.

(5) If the customer loses the electronic ticket, etc. given to customers by JR Tokai Tours or the Shinkansen boarding pass issued by the customer, the customer shall not be able to receive the travel service.

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

(1) The application of Clause 18 (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 sales website.

(2) As to agent-organized tours planned and conducted by other companies for a separate tour costs, which are offered to customers who are participating in our company's agent-organized tours (hereinafter referred to as "other companies' optional tours"), JR Tokai Tours shall pay compensation or consolation payments stipulated in Clause 18 (Special Compensation) to the customer who is participating in other companies' optional tours (however, this excludes the case where the date of use of other companies' optional tours is a

date on which no tour service is provided in the itinerary of the main organized tour, and such date is clearly indicated in the itinerary). In addition, all responsibilities of the planner/operator of other company's optional tours and the responsibility of the customer shall be subject to the provisions of such planner/operator.

(3) When possible sports, etc. are described on the sales website as "merely to provide information," JR Tokai Tours will clearly indicate such information. In such a case, the special compensation provisions of Clause 18 shall apply to any damage incurred by the customer while participating in such possible sports, etc. (however, this excludes the case where the date of use of other companies' optional tours is a date on which no tour service is provided in the itinerary of the main organized tour, and such date is clearly indicated in the itinerary), whereas JR Tokai Tours shall not be liable for any other responsibility.

## 21. Itinerary booking guarantee

(1) (1) In the event of any major changes to the content of the agreement as indicated in following "Changes requiring the payment of change compensation" (excluding changes stipulated in ① and ② below), JR Tokai Tours shall pay to the customer a compensation for change in the amount of the tour costs multiplied by the rate specified in following "Changes requiring the payment of change compensation", within 30 days from the day following the date of termination of the tour. However, this shall not apply if it is clear that JR Tokai Tours is liable for the change in accordance with the provisions of Clause 17 (1).

① We will not pay compensation for a change due to any of the following reasons (however, we will pay compensation for a change due to shortage of seats, rooms or other facilities of the transportation or accommodation facilities, etc., even though the transportation or accommodation facilities, etc. is providing such services).

a. Natural disasters

b. Wars

c. Riots

d. Governmental orders

e. Suspension of tour services, such as cancellation, service interruption, or suspension of operation by transportation/accommodation services, etc.

f. Provision of transportation services that differ from the initial operating plan due to delays and changes in the transportation schedule, etc.

g. Measures required to protect the life or physical safety of tour participants

② If the changes are associated with cancellation of the tour agreement in accordance with the stipulations of Clause 13 and Clause 14, JR Tokai Tours shall not pay compensation for changes (however, we will pay compensation for a change due to shortage of seats, rooms or

other facilities of the transportation or accommodation facilities, etc., even though the transportation or accommodation facilities, etc. is providing such services).

(2) Notwithstanding the provisions of (1) of this Clause, the maximum amount of compensation for a change that JR Tokai Tours shall pay per customer under a single tour agreement shall be the amount obtained by multiplying the tour costs 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.

■ Changes requiring the payment of change compensation

- ① Change of the tour's beginning or ending date indicated in contract document
  - Before the tour's beginning ~ 1.5%/After the tour's beginning ~ 3.0%
- ② Change of touristic sites or touristic facilities (including restaurants) and other travel destinations to be entered indicated in the contract document
  - Before the tour's beginning ~ 1.0%/After the tour's beginning ~ 2.0%
- ③ Change of transport facilities indicated in the contract document 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 contract document)
  - Before the tour's beginning ~ 1.0%/After the tour's beginning ~ 2.0%
- ④ Change of the type or company name of the transport facilities indicated in the contract document
  - Before the tour's beginning ~ 1.0%/After the tour's beginning ~ 2.0%
- ⑤ 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 contract document
  - Before the tour's beginning ~ 1.0%/After the tour's beginning ~ 2.0%
- ⑥ Change of a direct flight indicated in the contract document to connecting or indirect flights
  - Before the tour's beginning ~ 1.0%/After the tour's beginning ~ 2.0%
- ⑦ Change of the type and name of the lodging facilities indicated in the contract document
  - Before the tour's beginning ~ 1.0%/After the tour's beginning ~ 2.0%
- ⑧ Change of the room type, facilities, scenic view and other room conditions indicated in the contract document
  - Before the tour's beginning ~ 1.0%/After the tour's beginning ~ 2.0%
- ⑨ Change to matters out of those listed above indicated in the tour name on the contract document
  - Before the tour's beginning ~ 2.5%/After the tour's beginning ~ 5.0%

Note 1 : When the final document has been notified, the term "contract document" shall be

deemed to be replaced with "final document" and rates of "Changes requiring the payment of change compensation" shall apply. In the case that any variance arises between the contents listed on the contract document 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 ⑧ 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.

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

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

## 23. Other

(1) 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.

(2) 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.

(3) JR Tokai Tours shall not re-conduct the tour under any circumstances.

Above these terms and conditions are translated version of the Japanese version.

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.

Japan Tourism Agency Registration No. 957

JR Tokai Tours, Inc.

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