

## Tour Terms and Conditions (Arranged Tour (EX Tour Reservation: Hotels and Activities))

### 1. Significance of these Tour Terms and Conditions

(1) These Tour Terms and Conditions shall be part of the written statement of transaction terms and conditions set forth in Article 12-4 of the Travel Agency Act and the contract documents set forth in Article 12-5 of the same Act.

(2) These Tour Terms and Conditions shall apply to “EX Tour Reservation” that is an arranged tour operated by JR TOKAI TOURS Inc. with its address at 1-5-8, Kyobashi, Chuo-ku, Tokyo, Japan (hereinafter referred to as the “Company”). Any arranged tour that is not “EX Tour Reservation” shall be in accordance with the “Tour Terms and Conditions (Domestic Arranged Tour/ Tour Consultation)” separately provided by the Company.

### 2. Arranged Tour Contract

(1) The Customer who entrusts the Company with the arrangement of transportation, accommodations and other travel-related services provided by transportation, accommodation or other facilities, (hereinafter collectively referred to as the “Tour Services”) shall conclude an arranged tour contract (hereinafter referred to as “Tour Contract”) with the Company.

(2) The Company undertakes to make arrangements by acting as an agent, intermediary or mediator for the Customer based on the Tour Contract so that the Customer may receive the Tour Services.

(3) The contents and terms and conditions of the Tour Contract shall be in accordance with the Company's website which explains the details of the arranged tour and the conclusion of the Tour Contract (hereinafter referred to as the “Reservation Site”), these Tour Terms and Conditions and the Company's standard general conditions of travel agency business (in the section of arranged tour contracts) (hereinafter referred to as the “Standard General Conditions”).

### 3. Tour Application and Formation of the Contract

(1) The Customer who wishes to enter into the Tour Contract shall apply for the tour on the Reservation Site of the Company.

(2) The Tour Contract shall be formed when the Customer receives the notice that the Company has approved the conclusion of the Tour Contract in response to the application from the Customer.

(3) When a tour application is made by a person responsible for the contract as a representative of the tourists comprising a party or group, such person responsible for the

contract shall be deemed to have all the rights of representation regarding the conclusion, termination, etc. of the Tour Contract.

(4) The Company shall not assume responsibility for any debts or obligations for which the person responsible for the contract has been currently liable or is expected to be liable in the future to any member of the tourists.

(5) If the person responsible for the contract does not accompany the party or group, a member of the party or group selected in advance by the person responsible for the contract shall be deemed by the Company to be the person responsible for the contract after the start of the tour.

#### 4. Requirements for Tour Application

(1) Among the members of Express Reservation, Smart EX Service and Tokaido Sanyo Kyushu Shinkansen Internet Reservation Service of Central Japan Railway Company, West Japan Railway Company and Kyushu Railway Company only the Customers who are the following members may apply for the Tour Contract:

■ 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)

- Affiliated 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) If the Customer is under the age of eighteen (18) at the time of application, he or she is required to have a written consent of a person with parental authority.

(3) The Company may refuse application for the tour if the Customer is found to be a member of an organized crime group, a person related to an organized crime group or any other anti-social force.

(4) The Company may refuse application for the tour if the Customer makes violent or undue claims, engages in threatening behavior or commits violent acts with regard to transactions to the Company.

(5) The Company may refuse application for the tour if the Customer damages the credibility of the Company or obstructs the business of the Company by spreading false information or using fraudulent means or force.

(6) The Company may refuse application for the tour if there are other operational reasons deemed appropriate by the Company.

#### 5. Delivery of Contract Documents

(1) Upon the formation of the Tour Contract, the Company shall promptly notify the Customer by e-mail of the tour itinerary, contents of the Tour Services, tour costs and other matters relating to the tour conditions. The contract documents shall consist of the matters notified by e-mail, the Reservation Site, these Tour Terms and Conditions and the Standard General Conditions.

(2) The scope of the Tour Services that the Company is obliged to arrange under the Tour Contract shall be as described in the contract documents.

#### 6. Tour Costs

(1) The tour costs are the expenses of fares, hotels and other transportation and accommodation the Company pays to those transportation, accommodation or other facilities in order to arrange the Tour Services.

(2) When the Tour Contract is concluded, the Company shall, on the day of notification provided in Article 5(1), receive payment for the tour costs stated in the contract documents, without the Customer's signature on the prescribed voucher, via either of the following credit cards registered by the Customer:

\*Credit card of the member indicated in Article 4(1); or

\*Credit card registered when the Customer registered as a member indicated in Article 4(1) (hereinafter collectively referred to as the "Customer's Credit Card").

(3) The Company may change the amount of the tour costs if, before the start of the tour, a revision of the fares and charges of transportation, accommodation or other facilities, exchange rate fluctuations or any other circumstance causes the change to the tour costs.

(4) In the case of Paragraph (3) of this Article, any increase or decrease in the tour costs shall be attributed to the Customer. If the tour costs increase, the Company shall notify the Customer of the increased amount and receive payment of the increased amount by the Customer's Credit Card on the date of notification without the Customer's signature on the prescribed voucher. If the tour costs decrease, the Company shall notify the Customer of the decreased amount and refund the amount to the Customer's Credit Card on the date of notification.

## 7. Termination of the Tour Contract

### (1) Termination Right of the Customer

- (i) The Customer may terminate the whole or part of the Tour Contract at any time.
- (ii) If the Tour Contract is terminated pursuant to the provisions of (i) of Paragraph (1) of this Article, the Customer shall bear the cancellation fee, penalty and other costs already paid or to be paid to the transportation, accommodation or other facilities for the Tour Services already provided to the Customer or not yet provided to the Customer.
- (iii) The Customer may terminate the Tour Contract if any of the arrangements for the Tour Services becomes impossible for reasons attributable to the Company.
- (iv) If the Tour Contract is terminated pursuant to the provisions of (iii) of Paragraph (1) of this Article, the Company shall refund to the Customer the tour costs already received, except for the expenses already paid or to be paid to the transportation, accommodation or other facilities for the Tour Services already provided to the Customer.
- (v) The provisions of (iv) of Paragraph (1) of this Article shall not preclude the Customer from claiming compensation for damages from the Company.
- (vi) If the Customer terminates the Tour Contract pursuant to the provisions of (i) or (iii) of Paragraph (1) of this Article, the Customer shall do so on the Company's website.

### (2) Termination Right of the Company

- (i) The Company may terminate the Tour Contract in the following cases:
  - a. Where the Customer's credit card becomes invalid or the Company is unable to receive payment for the tour costs by the Customer's Credit Card; or.
  - b. Where it is found that the Customer falls under any of the Paragraphs (3) through (5) of Article 4.
- (ii) If the Tour Contract is terminated pursuant to the provisions of (i) of Paragraph (2) of this Article, the Customer shall bear the cancellation fee, penalty and other costs already paid or to be paid to the transportation, accommodation or other facilities for the Tour Services that have not yet been provided to the Customer.

## 8. Settlement of tour costs

If the Customer or the Company terminates the Tour Contract pursuant to Article 7 and there is refund to the Customer, the Company shall notify the Customer of the amount to be refunded and refund the same to the Customer's Credit Card on the date of notification. However, if the Company terminates the Tour Contract pursuant to Article 7 (2) (i) a., in particular, the Customer shall pay to the Company the expenses payable by the Customer no later than the date specified by the Company through the method specified by the Company.

## 9. Company's Liability

(1) If, in performing the Tour Contract, the Company or its arrangement agent causes damage to the Customer intentionally or negligently, the Company shall compensate for such damage. However, this shall be limited to cases where a claim is made and notified within two (2) years from the day following the occurrence of the damage.

(2) Except as stipulated in Paragraph (1) of this Article, the Company shall not be liable for any damage incurred by the Customer due to any reason beyond the control of the Company or its arrangement agent, including the following cases:

- (i) Natural disasters, war, riots;
- (ii) Suspension of services by transportation, accommodation or other facilities; or
- (iii) Orders of government or public authorities.

(3) Notwithstanding the claim or notification period for the damage as set forth in Paragraph (1) of this Article, in the case of damage to baggage, the Company shall compensate only if the claim is made to the Company within fourteen (14) days from the day following the date of occurrence of such damage. However, regardless of the amount of damages, the maximum amount of compensation shall be one hundred and fifty thousand (150,000) yen per person (except in the case of willful misconduct or gross negligence on the part of the Company).

## 10. Customer's Liability

(1) In the event that the Company suffers damage due to the Customer's willful misconduct or negligence, the Company shall seek compensation for damages from the Customer.

(2) When concluding the Tour Contract, the Customer shall make efforts to understand his/her rights and obligations and other details of the Tour Contract, using information provided by the Company.

(3) After the commencement of the tour, in order to receive the Tour Services described in the contract document in a smooth manner, if the Customer recognizes that the provided Tour Services are different from those described in the contract document, the Customer shall promptly notify the Company's contact point or the supplier of the Tour Service to that effect at the tour destination.

## 11. Governing Law and Jurisdiction

(1) These Tour Terms and Conditions and the Tour Contract shall be governed by and construed in accordance with the laws of Japan, without reference to principles of conflict of laws.

(2) The Tokyo District Court shall have exclusive jurisdiction in the first instance over any

and all disputes related to these Tour Terms and Conditions or the Tour Contract.

## 12. Language

The original text of these Tour Terms and Conditions is written in Japanese language.

In the event that questions arise in relation to non-Japanese language indications of these Tour Terms and Conditions, the Japanese Tour Terms and Conditions shall be considered the authentic text.

### ■ Information on accommodation fees

In principle, service charges and consumption tax are included in the accommodation fees (or in some cases, no service charges and consumption tax are required) on the tour under the Tour Contract with the Company. If other taxes (e.g. bath tax, local tax or accommodation tax) are required, please pay them separately to the local accommodation facility.

Japan Tourism Agency Registration No. 957

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