

Terms and Conditions of travel (Hotels and Activities)

1. Significance of these travel conditions

(1) This travel conditions document shall be part of the transaction conditions explanation document stipulated in Article 12-4 of the Travel Agency Law and the contract document stipulated in Article 12-5 of the same law.

(2) This travel conditions document is a part of the "EX Travel Conditions" of the arranged tours handled by JR Tokai Tours Ltd (1-5-8, Kyobashi, Chuo-ku, Tokyo) (hereinafter referred to as "the Company"). Arranged travel that is not the "Hotels and Activities" will be based on a travel conditions document ("Travel Conditions (Domestic Arranged Travel/Travel Consultation)") separately established by our company.

2. Arranged tour contract

(1) The customer who entrusts the Company with the arrangement of transport, accommodation and other travel services (hereinafter referred to as "travel services") shall conclude an arranged travel contract (hereinafter referred to as "travel contract") with the Company.

(2) The Company undertakes to make arrangements so that the Customer can receive the Travel Services by acting as agent, intermediary or agency, etc. on behalf of the Customer.

(3) The contents and terms and conditions of the travel contract are according to Company's website for the explanation of the contents of the arranged tour and the conclusion of the travel contract (hereinafter referred to as the "Booking Site"), Travel Conditions, and the Company's General Terms and Conditions of Travel (Arranged Tour Contract Section; hereinafter referred to as the "Company's General Terms and Conditions").

3. Application for travel and time of conclusion of contract

(1) The customer who intends to conclude a travel contract shall make an application at the Company's reservation site.

(2) The travel contract shall be concluded when the notice to the effect that the Company approves the conclusion of the contract reaches the customer for the customer's application.

(3) If the Company receives an application for a travel contract from the person responsible for the contract as a representative of the travelers comprising the group, the person responsible for the contract shall be deemed to have the right of representation for all matters relating to the conclusion and cancellation of the contract.

(4) The Company shall not be liable for any debts or obligations that the person responsible for the contract has now assumed or is expected to assume in the future.

(5) If the person responsible for the contract does not accompany the group, the Company shall deem the Constituent previously appointed by the person responsible for the contract to be the person responsible for the contract after the commencement of the trip.

4. Application conditions

(1) Customers who can apply for a travel contract must be members of Central Japan Railway Company, West Japan Railway Company and Kyushu Railway Company's Express Reservation, Smart EX Service and Tokaido Sanyo Kyushu Shinkansen Internet Reservation Service. Among above members, only the following members are eligible for the Express Reservations, Smart EX Service and Tokaido Sanyo Kyushu Shinkansen Internet Reservation Service of West Japan Railway Co.

■ Express reservation members (individual)

- Affiliated individual members
- View Express Special Member
- 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 member

(2) If the customer is under 18 years of age at the time of application, the consent of a person with parental authority is required.

(3) If a customer is found to be a member of a gang, a person related to a gang or any other anti-social force, we may refuse the application.

(4) The Company may refuse your application if you make violent or unreasonable demands of the Company or use threatening language or violence in connection with transactions.

(5) We may refuse your application if you spread rumors or use false information or force to damage our reputation or obstruct our business.

(6) We may refuse your application if there are other business reasons for us to do so.

5. Delivery of the contract document

(1) Promptly upon conclusion of the travel contract, the Company shall notify the Customer by e-mail of the itinerary, the contents of the travel services, the travel fee and other matters relating to the travel conditions. The contract document consists of the matters notified by this e-mail, the booking site, these travel conditions and the Company's General Terms and Conditions.

(2) The scope of the travel services that the Company is obliged to arrange under the travel contract shall be as stated in the contract document.

6. Travel fee

(1) The travel fee is the cost paid to us for fares, accommodation and other transportation and accommodation services in order for us to arrange the trip services.

(2) When a travel contract is concluded, the Company will, on the day of notification under Section 5(1), receive payment for the travel fee stated in the contract document using the following credit card registered by the customer (hereinafter collectively referred to as "the customer's credit card") without the customer's signature on the designated slip.

- Credit card of the member listed in the table in Section 4 (1)
- Credit card registered when the customer registered as a member listed in the table in Section 4 (1)

(3) The Company may, before the commencement of the tour, change the travel fee in the event of a change in the travel fee due to a revision of the fares and charges of transport and accommodation agencies, fluctuations in exchange rates or other reasons.

(4) In the case of the clause (3) of this paragraph, any increase or decrease in the travel fee shall be attributed to the Customer. If the travel fee increases, we will 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 travel fee decreases, the Company shall notify the Customer of the amount of the decrease and refund the amount to the Customer's credit card on the date of notification.

7. Cancellation of the travel contract

(1) Customer's right to cancel.

① The Customer may cancel the whole or part of the travel contract at any time.

② When the travel contract is cancelled in accordance with the provisions of (1) ① of this paragraph, the customer shall bear the cancellation fee, penalty fee and other costs already paid or to be paid to the transport and accommodation agency, etc. for the travel services already provided to the customer or not yet provided to the customer. You shall bear the costs

already paid or to be paid to the transportation/accommodation agency, etc.

③ The Customer may cancel the travel contract if the arrangements for the travel services become impossible for reasons attributable to the Company.

④ When the tour contract is cancelled in accordance with the provision of ③ of this paragraph (1), the Company shall refund to the Customer the tour fee already received, except for expenses already paid or to be paid to the transportation or accommodation agency, etc., as compensation for the tour services already provided to the Customer.

⑤ The provisions of ④ of this paragraph (1) shall not preclude the Customer from claiming compensation for damages from the Company.

⑥ When the customer cancels the travel contract in accordance with ① or ③ of this paragraph (1), the customer shall cancel the travel contract on the Company's website.

(2) The Company's right to cancel.

(1) The Company may cancel the travel contract in the following cases

a. When the Customer's credit card has become invalid or the Company is unable to receive payment for the trip by the Customer's credit card.

b. When it is found that the Customer falls under any of the items (3) to (5) of paragraph 4.

(2) When the tour contract is cancelled in accordance with the provisions of (2) (1) of this paragraph, the customer shall bear the cancellation fee, penalty fee and other costs already paid or to be paid to the transport and accommodation agency, etc. for the tour services that have not yet been provided.

8. Settlement of travel fees

If the Customer or the Company cancels the travel contract pursuant to paragraph 7 and the amount to be refunded to the Customer arises, the Company shall notify the Customer of the amount to be refunded and shall refund the amount to the Customer's credit card on the date the notification is made. However, when the Company cancels the travel contract in accordance with paragraph 7 (2) ① a, the Customer must pay the expenses payable by the Customer to the Company by the date specified by the Company by the method specified by the Company.

9. Liability of the company

(1) If, in the performance of the travel contract, the Company or its agents cause damage to the Customer intentionally or through negligence, the Company shall compensate for such damage. However, this will only apply if the claim is made within 2 years from the day following the occurrence of the damage.

(2) If the Customer suffers damage due to reasons beyond the control of the Company or the person on whose behalf the Company has made arrangements, such as those exemplified below, the Company shall not be liable, except in the case referred to in paragraph (1) of this Article.

- ① Natural disasters, war, riots
- ② Cancellation of the provision of services by transport and accommodation agencies, etc.
- ③ Orders of public authorities.

(3) We will compensate for damage to baggage as described in (1) of this paragraph only if the claim is made to us within 14 days from the day following the occurrence of the damage, irrespective of the period for notification of damage by the passenger as described in (1) of this paragraph. However, irrespective of the amount of damage, the maximum amount of compensation we will make is ¥150,000 per person (except in the case of willful misconduct or gross negligence on our part).

10. Liability of the customer

(1) If the Company suffers damage due to the Customer's intention or negligence, the Company shall be entitled to compensation from the Customer for the damage.

(2) When concluding the travel contract, the customer shall make use of the information provided by the Company and endeavors to understand the customer's rights and obligations and other details of the travel contract.

(3) After the commencement of the trip, in order to ensure the smooth receipt of the travel services described in the contract document, in the unlikely event that the customer becomes aware that travel services that differ from the contract document have been provided, the customer must promptly inform the Company's contact person or the relevant travel service provider at the travel destination to that effect.

■ Information on accommodation charges

In principle, service charges and consumption tax are included in the accommodation rates handled by the company (service charges and consumption tax may not be charged in some cases). If other taxes (e.g. bath tax, local tax, accommodation tax) are required, please pay them separately to the local accommodation facility.

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.

Commissioner of Japan Tourism Agency Registered Travel Agency No. 957

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