

## Kashiwa Green Tourism Agency

# Subscription-type organized tour terms and conditions

These travel terms and conditions, along with the pamphlets, are treated as a document describing transaction conditions and are part of the contract documents; they are issued to observe Article 12-4 of the Travel Agency Act (Description of Transaction Conditions) and Article 12-5 of the said Act (Issuance of Documents). When applying for a tour please ensure you have checked the following in advance.

### Article 1. Subscription-type organized tours contract

(1) The travel is planned and implemented by Kashiwa Green Tourism Agency (hereinafter “the Company”), and those customers participating hereby enter into an agency-organized tours contract (hereinafter “the Contract”) with the Company.

(2) The content and conditions of the Contract are as according to pamphlets, these terms and conditions, the confirmed document distributed before departure and known as the “itinerary” (hereinafter “the Itinerary”), and the Subscription-type Organized Tour Contract Part of the Company’s Provisions (hereinafter “the Company’s Provisions”).

(3) The Company will, in order that customers can receive the provision of transport, accommodation and other services (hereinafter “tour services”) provided by transport and accommodation organizations pursuant to the tour plan stipulated by the Company, make arrangements and accept the management of the Itinerary.

### Article 2.1 Tour applications and reservations

(1) Customers are requested to write the matters indicated on the stipulated tour application form (hereinafter “the Application Form”) and apply, including the application fees stated below. The application fees will be treated as part or all of the tour costs or cancellation fees or breach of contract fees.

Full amount of tour costs	Application fees (one customer)
20,000 yen or less	Same amount as tour cost
From 20,000 yen or more to under 50,000 yen	20,000 yen or more
From 50,000 yen or more to under 100,000 yen	30,000 yen or more
100,000 yen or more	30% or more of the tour cost

(2) The Company will take reservations by telephone, post, fax, over the internet, by e-mail or other electronic means. In such cases, the Contract is not yet deemed to have been completed at this stage, and customers are requested to submit the Application Form and the application fee within three days dated back to the day after the application has been accepted by the Company (receipt of applications shall be during the business hours of the Company, and all faxes, e-mail messages etc. received after business hours shall be accepted the following working day). If the application fee is not received within the above-mentioned period the Company shall regard the application as null and void.

(3) With regards to the card holders (hereinafter “Card Holders”) of credit card companies the Company collaborates with (hereinafter “Collaborating Companies”), the Company settles accounts for credit and debt pertaining to tour costs according to the Company’s contracts and in line with the Card Holders agreements with the Collaborating Companies upon the scheduled dates; customers are also requested to consent to the Company receiving payment of the tour cost or cancellation fees without obtaining the card holder’s signature on the designated voucher. A contract may be concluded through communications methods upon acceptance of applications made by telephone, fax, over the internet, by e-mail or other methods of communication (hereinafter, when special matters are stipulated, this shall be referred to as a “Communications Contract”). The tour

conditions for customers wishing to conclude a Communications Contract are specially stipulated in the following ① to ③, regarding the time of establishment of contract (Article 3 (2)), regarding cancellation of contracts by customers (Article 13 (1)) and the refund of tour costs (Article 18 (2)).

① When applying for a Communications Contract, card holder customers are requested to inform the Company of the name of the agency-organized tour, starting date of tour, as well as the name of the credit card holder, the credit card number, and the date of expiry of the card.

② The “date of use of credit card” is the date upon which the tour costs according to the Contract between customers and the Company are paid or the obligation for refunds is fulfilled.

③ In cases in which for credit or other reasons it is not possible to pay with the credit card that customers have applied to use, the Company will cancel the Communications Contract. However, this shall not apply in cases in which customers pay in cash by a date separately stated by the Company.

### Article 2.2 Special provisions regarding waiting (not including Communications Contract)

(1) In cases in which at the time of application a tour is fully booked, rooms are full or due to other reasons it is not possible to conclude a reservation immediately but customers still wish to make a contract, the Company may until the time limit for the conclusion of a contract (hereinafter “the time limit”) and having confirmed with customers, accept the registration of customers as being in the course of waiting for conclusion (hereinafter “waiting”).

(2) In cases such as this, the Company will collect a deposit of the same or more than the value of the application fee, and if it later becomes possible to confirm the conclusion of the Contract will notify customers that the Contract has been concluded (hereinafter “Confirmation Notification”) and allot the deposit to the application fee upon providing Confirmation Notification.

(3) It should be noted that “in cases in which prior to the Confirmation Notification customers request that they are removed from waiting status,” or “in cases in which it was not possible for the Company to provide Confirmation Notification prior to the time limit,” the full amount of the deposit will be refunded.

(4) At the time of providing the deposit and at the time of becoming registered as waiting the tours contract is not yet established, furthermore, these do not represent any promises or assurances upon the part of the Company regarding the establishment of tour contracts in the future.

### Article 3. Time of establishment of contract

(1) The Contract with customers shall be established at the time when the Company accepts the conclusion of the Contract and is in receipt of the application fees. Specifically this is as follows.

① In the case of door-to-door sales by the Company or its sales representatives, the time when the Company accepts the conclusion of the Contract and the Company is in receipt of the application fees.

② In the case of the conclusion of contracts through communications including the telephone etc., the time when the Company is in receipt of the application fees three days dated back to the day after notification has been made that the application has been accepted by

the Company.

③ In the case of customers to which Article 2-2 (Special provisions regarding waiting) apply, the time when the Company has notified customers that the application has been accepted and allotted the deposit to the application fee (note that this applies only in cases in which customers do not request their waiting registration to be cancelled prior to notification by the Company).

(2) Communications Contracts shall be established at the time when notification reaches customers that the conclusion of a Communications Contract had been accepted by the Company.

#### Article 4. Application conditions

(1) In the case of applications by minors, in principle the submission of a letter of consent from a legal representative (person with parental authority) is required.

(2) In the case of the participation of children of junior high school age or younger, if they are not to be accompanied by adults the Company may refuse applications.

(3) With regard to special provisions stipulated on participation, in cases that the gender, age, qualifications, skills or other conditions concerning customers do not meet the conditions stipulated by the Company applications may be refused.

(4) Those in poor health, those using wheelchairs and other equipment, those with physical or mental disabilities, those with food or animal allergies, women who are or may be pregnant, those accompanied by guide dogs for the disabled (guide dogs for the blind or hard of hearing and service dogs) or requiring other special consideration are requested to inform the Company that special consideration is required at the time of making applications. (Please inform the Company immediately if the above comes to apply to participants after the establishment of the tour contract.) Customers will be contacted again by the Company so please inform the Company of the specific details of the measures required during tours.

(5) In cases in which requests as per the preceding paragraph (4) are received, the Company will respond to the feasible and reasonable extent. Therefore, customers may be asked about their conditions and requisite measures, or asked to provide them in writing.

(6) In cases in which the Company responds to requests as per the preceding paragraph (5), the Company may in order to implement tours safely and smoothly impose the conditions that a carer or accompanying person travels together, that a medical certificate issued by a doctor is provided, and certain parts of tour courses are altered. Furthermore, in cases in which it is not possible to arrange the requested measures the tour contract application may be refused or the tour contract cancelled. It should be noted that the costs incurred by the Company in accommodating the requests of customers shall in principle be borne by the customers.

(7) In principle it is not possible for customers to act independently of the group at their own will.

(8) In cases in which customers at their own will leave the tour course (move away from the group), they are requested to contact the tour escort or person in charge in advance, and tell them when they intend to return to the course. In cases in which customers leave the tour course without permission, the Company will not be responsible for any special indemnity compensation whatsoever for damages caused to customers at such times.

(9) In cases in which the Company judges that there is a fear that customers will cause trouble to other customers or obstruct the smooth implementation of group tours, the Company may refuse applications.

(10) In cases in which the Company judges that any of ① to ③ below apply the Company may refuse applications.

① When the Company has established that customers are crime syndicate members, associate members of crime syndicates, related to crime syndicates, members of crime syndicate-related companies, stockholder meeting racketeers or any other anti-social force.

② When customers make any violent demands or take violent action

against the Company, make unreasonable demands or display unreasonable behavior against the Company, use threatening words or action regarding transactions, or behave in a manner equivalent to these.

③ When customers spread rumors, use falsehoods or influence to damage trust in the Company or obstruct its duties, or take any action in a manner equivalent to these.

(11) The Company may refuse applications at any time for its own business reasons.

#### Article 5. Applications by contract representatives

(1) In cases in which the Company receives an application from the representative of an organization or group consisting of customers (hereinafter a "Contract Representative"), the Company will regard the Contract Representative as holding complete authority for the conclusion or cancellation of contracts, and all transactions related to tour business will be conducted with the Contract Representative.

(2) The Contract Representative must provide a list of the names of the travelers by the date stipulated by the Company.

(3) The Company will not take any responsibility for any current liabilities or obligations of the Contract Representative towards their travelers, nor for any such liabilities or obligations that can be foreseen in the future.

(4) In cases in which the Contract Representative does not accompany their organization of group, the Company shall deem the traveler appointed beforehand by the Contract Representative as the Contract Representative after the commencement of tours.

#### Article 6. Provision of itinerary (confirmed document)

In cases in which the Company is unable to detail on the contract document confirmed tour details regarding the tour plan and the main transportation and accommodation organizations to be used, the Company will provide an itinerary detailing the confirmed conditions no later than the day before the commencement of tours. However, in the case of contracts applied for after the seventh day prior to the day before the commencement of tours, the Itinerary will be provided by the day of commencement of tours. Furthermore, even on days prior to the provision of the Itinerary, the Company will explain the state of the arrangements if customers contact us.

#### Article 7. Tour costs and payment deadlines

(1) Unless there are any special explanatory notes, the tour costs for those aged twelve years or over will be the adult cost and for those aged six or over and under twelve the child cost, with the date of commencement of tours as the criteria.

(2) In cases in which no distinction is displayed between adult and child costs, no child costs will have been set.

(3) The criteria for calculating the amounts in Article 2.1 (1) (application fees), Article 14 (1) (breach of contract fees), Article 15 (cancellation fees) and Article 24 (alteration indemnity) shall be the tour costs.

(4) The tour costs (the balance minus the application fee) are to be paid in full by no later than 14 days calculated back from the day before the date of commencement of tours. However, in the case of applications received after 14 days calculated back from the day before the date of commencement of tours, customers are requested to pay the full amount at the time of application.

#### Article 8. Content included in the tour costs

(1) The content stated in the tour plans shown in pamphlets and on the Company's website.

① Fares and fees of transportation organizations (unless there are any explanatory notes air travel shall be by economy class and train travel by standard class).

② Accommodation and meal fees, and other service charges and taxes.

- ③ Entrance fees and guide fees accompanying sightseeing and the purport of which is shown in the tour costs.
  - ④ Tour escort costs etc. on tours accompanied by a tour escort.
  - ⑤ Other expenses shown as “included in the tour costs.”
- (2) It is not possible to make any refunds for parts of the tour costs in paragraph (1) if they were not made use of at the customer’s own will.

## **Article 9. Main items not included in the tour costs**

With the exception of Article 8, the following (partially shown here).

- ① Airport facility usage fees (required at certain airports).
- ② Excess baggage fees (regarding items in excess of the stipulated weight, dimension and pieces).
- ③ Travel expenses, food and drink costs, laundry costs, telephone fees etc. personal expenses or the service charges and taxes related to these that are not included in the tour plan.
- ④ Entrance fees etc. accompanying sightseeing that is shown as “paid by customer” etc. and as not being included in the tour costs.
- ⑤ Fees for optional tours participated in only by those who wish to do so.

## **Article 10. Alterations to the content of contracts**

(1) The Company may, even after the conclusion of contracts, in the event of reasons that cannot be attributed to the Company including natural disasters, the suspension of provision of tour services by transportation and accommodation organizations, governmental or public office orders, the need to use transportation services not in the original operation plan, or in cases in which it is unavoidable in order to implement the tour in a smooth and safe manner, alter the content of the tour plans and the services provided, as well as other details of the Contract.

(2) In such cases the Company will swiftly explain in advance to the customers that the matters cannot be attributed to the Company, and the correlation of the matters. However, in urgent cases and where unavoidable the explanation will be given after the changes.

## **Article 11. Alterations to the amount of tour costs**

(1) In cases in which transportation costs and fees are revised on a scale that exceeds the foreseeable extent due to severe changes in the economy and so on, the amount of the difference of the said revision only will be altered in the tour costs. However, in cases in which the tour costs are raised and altered, customers will be notified of this by the Company by the fifteenth day calculated back to the day before the commencement of travel.

(2) In cases in which, due to the alterations to the Contract in paragraph (1) above, the expenses requisite for the implementation of tours either increase or decrease, regardless of whether or not the tour services in question are being conducted, with the exception of cases in which a shortage of seats and rooms or other facilities provided by transport or accommodation organizations occurs (hereinafter “overbooking”), the Company may alter the tour costs within the scope of the differences in the amount of expenses occurring due to the alterations.

(3) Notwithstanding the stipulations in the preceding paragraph, with regard to tour services in which provision was not received due to the alterations to the Contract in question, customers will be liable to pay for cancellation fees, breach of contract fees and other expenses already paid or to be paid to the Company in the future.

(4) In cases in which the contract document states that tour costs may vary according to the number of users of transportation or accommodation organizations, and the number of users changes after the establishment of the Contract and for reasons not attributable to the Company, the Company may alter the tour costs.

## **Article 12. Exchange of customers**

(1) Customers may, with the prior consent of the Company, transfer their contractual status to a third party.

(2) In such cases customers will be requested to pay the stipulated service charge. Furthermore, the transfer of contractual status shall become effective as of the time that the Company has given its consent, and in cases in which it is not possible to alter the name of the customer due to the availability of seats or rooms provided by transportation and accommodation organizations, applicable regulations or other unavoidable reasons, the Company may refuse the exchange of customers.

## **Article 13. Cancellation of contracts by customers (prior to commencement of tours)**

(1) Customers may at any time pay the cancellation fees stipulated in Article 15 and cancel their contracts. However, the acceptance of requests to cancel contracts must be within the Company’s working hours (faxes, e-mails etc. received after working hours will be dealt with upon the next working day). In cases in which a communications contract is cancelled, the Company will receive the cancellation fee from the credit card of the Collaborating Company without obtaining the card holder’s signature on the designated voucher.

(2) In the cases stated below customers are permitted to cancel contracts without incurring any cancellation fees prior to the commencement of tours, notwithstanding the stipulations in paragraph (1).

① When the Company alters the details of the Contract. However, this shall apply only in cases in which the alterations are those cited in the left-hand column of Article 24, or for other important reasons.

② When, in the event of the occurrence of natural disasters, civil unrest, riots, the cancellation of services provided by transportation and accommodation organizations, governmental or public office orders, or any other reasons, it becomes impossible to implement the tours in a safe and smooth manner, or there is a considerable concern that doing so will be impossible.

③ When the Itinerary has not been given to customers within the period stated in Article 6 above.

④ When due to the responsibility of the Company it becomes impossible to implement tours in line with the tour plan stated in the contract document.

## **Article 14. Cancellation of contracts by the Company (prior to commencement of tours)**

(1) In cases in which customers do not pay the tour costs by the days specified in Article 7 (4), the Company will regard the Contract as having been cancelled by the customer, and in this event will request the customer to pay an amount for breach of contract equivalent to the cancellation fees.

(2) In the following cases the Company may, having provided an explanation for the reasons to customers, cancel contracts.

① When it is judged that the gender, age, qualifications, skills or other conditions for participation in tours of customers previously shown by the Company are not met.

② When it is deemed that customers will not be able to withstand the tour in question due to illness, the absence of requisite carers or other reasons.

③ When the Company judges that there is a fear that customers will cause trouble to other customers or obstruct the smooth implementation of group tours.

④ When customers make demands regarding the content of the Contract that are beyond a reasonable extent.

⑤ When the number of customers for a tour fails to reach the minimal amount for the implementation of the tour as stated in the contract document. In such cases the Company will provide notification to this effect on the thirteenth day calculated back to the day before the commencement of the tour (on the third day before in the case of day trips).

⑥ When in tours for the purpose of skiing the amount of snowfall is insufficient and the conditions for the implementation of tours shown

in advance by the Company are not met, or when there is a considerable concern that they will not be met.

⑦ When, in the event of the occurrence of natural disasters, civil unrest, riots, the cancellation of services provided by transportation and accommodation organizations, governmental or public office orders, or any other reasons that cannot be attributed to the Company, it becomes impossible to implement the tours in a safe and smooth manner in line with the tour plan stated in the contract document, or there is a considerable concern that doing so will be impossible.

⑧ When it is judged that any of Article 4 (10) ① to ③ apply to customers.

(3) When the Company cancels a contract according to the preceding paragraph (2), the full amount of any tour costs (or application fees) already paid by customers will be refunded to them. When the cancellation of a contract causes damages to the Company, the Company may demand compensation from customers.

## Article 15. Cancellation fees (cancellation of contracts by customers)

In cases in which, after the establishment of a contract, the Contract is cancelled at the behest of customers, the tour cost cancellation fees stipulated below will be charged to each customer.

Date of cancellation (date of cancellation of contract)	Cancellation fee (per person)
Calculated back from the day before the commencement of tours	[1] By 8 to 20 days*1 (by 8 to 10 days) [2] By 2 to 7 days
[3] The day prior to tours	20% of tour costs
[4] The day of commencement of tours (excluding [5])	30% of tour costs
[5] After commencement of tours or when customers fail to participate without providing notice*2	40% of tour costs
	50% of tour costs
	100% of tour costs

(\*1) In the case of day trips only, the cancellation fee [1] (8 to 10 days) shall apply.

(\*2) "After commencement of tours" means "the time when the traveler starts receiving the services" as stipulated in Article 2 paragraph 3 of the Company's Provisions on Rules of Special Indemnity (Exhibit). "Failure to participate without providing notice" means when customers do not receive tour services without contacting the Company by the time at which the initial services can be received pursuant to the Itinerary.

## Article 16. Cancellation of contracts by customers (after commencement of tours)

(1) In cases in which customers cancel a contract midway through or leave the tour course (move away from the group) the customers will be regarded as having waived their rights, and no refunds whatsoever will be made.

(2) When customers become unable to receive the services stated in the contract document for reasons that are not their responsibility, or when they are thus informed by the Company, notwithstanding the stipulations in Article 13 (1) it will be possible for the parts of the Contract for which services were not received to be cancelled without paying any cancellation fees.

(3) In the event of the preceding paragraph the Company will refund to customers the amount outstanding after deducting where appropriate the cancellation fee, breach of contract fee and the outstanding amount relating to the expenses already paid or to be paid from the part of the tour costs for which customers were unable to receive tour services, (limited to cases in which the reasons are not the responsibility of the Company).

## Article 17. Cancellation of contracts by the Company (after commencement of tours)

(1) The Company may in the following cases, even after the commencement of tours, explain the reasons to the customers and cancel part of the contracts.

① When customers are ill and cannot withstand the continuation of travel due to the absence of a requisite carer or other reason.

② When customers disobey the instructions of the tour escorts, local escort staff or others who implement the safe and smooth operation of tours or disrupt the regulations of the group activities by being violent or threatening against tour escorts, local escort staff or other customers, thereby obstructing the safe and smooth operation of the tour in question.

③ When the occurrence of natural disasters, civil unrest, riots, the cancellation of services provided by transportation and accommodation organizations, governmental or public office orders, or any other reasons that cannot be attributed to the Company make it impossible to continue with travel.

④ When it is judged that any of Article 4 (10) ① to ③ apply to customers.

(2) When the Company cancels contracts pursuant to any of the stipulations in the preceding paragraph, the contractual relationship with customers will permanently cease to exist. In such cases it shall be deemed that the Company's responsibilities regarding the tour services already provided to customers has been fulfilled.

(3) In the event of the preceding paragraph the Company will refund to customers the amount outstanding after deducting where appropriate the cancellation fee, breach of contract fee and the outstanding amount relating to the expenses already paid or to be paid from the part of the tour costs for which customers still have not received provision of tour services.

(4) When the Company cancels contracts pursuant to the stipulations in (1) ① to ③ of this article, the Company will make the necessary arrangements for customers to return to the starting point of the tour. In such cases customers shall be liable for all the requisite expenses.

## Article 18. Refunding of tour costs

(1) The Company will, when reduced amounts in tour costs according to the stipulations of Article 11, or when amounts that should be refunded to customers due to the cancellation of contracts according to the stipulations of Article 13 through to Article 17 are incurred, in the case of cancellations prior to the commencement of tours pay any due refunds in full within seven days calculated from the day after the cancellation, and in the case of reductions or refunds due to cancellations after the commencement of tours pay any due refunds in full by 30 days calculated from the day after the final day of tours as specified in the contract document.

(2) When amounts that should be refunded to customers in the previous paragraph are due to customers who have concluded a communication contract, the Company will make any due refunds in full pursuant to the cardholder rules of the Collaborating Company. In such cases the Company will, in the case of cancellations prior to the commencement of tours, notify customers of the refund within seven days calculated from the day after the cancellation and, in the case of reductions or refunds due to cancellations after the commencement of tours by 30 days calculated from the day after the final day of tours as specified in the contract document. The day upon which the Company notifies the customer will be regarded as the date the card was used.

## Article 19. Management of itinerary

(1) The Company will strive to secure the safe and smooth implementation of the tour, and will perform the duties cited below for customers.

① In cases in which it is deemed that there is a concern that customers will be unable to receive the tour services during tours, the Company will take the necessary measures to ensure that they definitely receive tour services according to the Contract.



② When altering the contents of the Contract is unavoidable regardless of the measures taken in the preceding paragraph, the Company will arrange alternative services. In such cases, when the tour itinerary is altered the Company will strive to make the altered itinerary as close as possible in nature to the original itinerary; when the tour services are altered the Company will also strive to make the tour services after the alterations as similar as possible to the original itinerary, and minimize the alterations to the content of the Contract.

(2) When the Company distributes to customers the requisite coupons in advance and states to the effect that itinerary management will not be conducted, customers themselves are requested to make arrangements for alternative services and conduct the requisite procedures in the event of reasons occurring that entail alterations to the content of services due to inclement weather.

(3) With regard to paragraph (1) of this Article, the stipulations of the next Article (Article 20. Tour escorts etc.) (1) to (2) shall apply concerning courses stated as having “accompanying tour escorts” and “accompanying local escorts” (hereinafter “Tour Escorts etc.”).

## Article 20. Tour escorts etc.

(1) On courses stated as having “accompanying tour escorts,” escorts will accompany the tour through its entirety, and perform all or part of the work cited in the previous paragraph and any other ancillary duties considered necessary by the Company. It should be noted that the working hours of escorts shall in principle be from 08:00 to 20:00.

(2) On courses stated as having “accompanying local escorts” in principle local escorts will accompany tours only at the tour destination (the section of the tour from arrival at the locality to departure from it). The scope of the duties of local escorts is pursuant to that in the preceding paragraph.

(3) On courses in which state to the effect that customers “will be guided by accompanying local staff,” escorts will not accompany the course but local staff will perform the duties deemed necessary by the Company.

## Article 21. Protective measures

(1) When the Company deems that customers are in a condition requiring protection such as illness or injury, the Company may take the requisite measures.

(2) When the stipulations of the preceding paragraph apply but are not due to reasons attributable to the Company, the customers shall be liable for the expenses of the measures taken, and customers must pay the expenses in question to the Company by the date and method specified by the Company.

## Article 22. Company’s liability for compensation

(1) The Company will, in cases in which in the execution of the Contract the Company or the arrangements agent to which the Company has consigned arrangements (hereinafter “the Arrangements Agent”) causes damage to customers either intentionally or through negligence, compensate for the damages providing that notification is made to the Company within two years of the day after the date upon which the damages occurred. However, with regard to damage to hand luggage, only when the Company receives notification within 14 days after the day of the damage will the Company pay compensation of up to 150,000 yen per piece (except for cases in which the Company is responsible for either intentional damage or gross negligence).

(2) In cases in which customers suffer damages due to natural disasters, civil unrest, riots, the cancellation of services provided by transportation and accommodation organizations, governmental or public office orders, or any other reason not attributable to the Company or the Arrangements Agent, the Company shall not be held responsible for compensation with the exception of the previous paragraph.

## Article 23. Special indemnity compensation

(1) Regardless of whether or not the Company’s responsibility is incurred according to the stipulations of the preceding Article (22), pursuant to the Company’s Provisions on Rules of Special Indemnity, with regard to customers who, during participation in a subscription-type organized tour, suffer a certain degree of damage to life or body due to a sudden and unexpected external event, the Company will pay a death indemnity of 15 million yen per customer, a hospitalization solatium of between 20,000 yen to 200,000 yen according to the number of days hospitalized, a solatium for hospital visits of between 10,000 yen and 50,000 yen when hospital visits last three days or more, and compensation for damages to personal belongings (of up to a maximum of 150,000 yen per customers. However, the maximum compensation for one item or one pair shall be 100,000 yen).

(2) Notwithstanding the stipulations in the preceding paragraph the Company will pay no indemnity for valuables (cash, securities, jewelry, precious metals etc.), air tickets, coupons, passports, credit cards, licenses, deposit and savings passbooks (including passbooks and the cards used to withdraw cash), important documents, data stored on various electromagnetic media (SD cards, DVDs, USB sticks etc.), contact lenses, artificial teeth, artificial limbs, or any other items stipulated in Article 18 paragraph 2 of the exhibit, the Company’s Provisions on Rules of Special Indemnity.

(3) When customers wish to be paid an indemnity they must submit the documents stipulated in Article 21 of the “Rules of Special Indemnity.” It should be noted that the third parties referred to in the said clause do not include those accompanying tours.

(4) With regard to the damages in paragraph (1) of this Article, when the Company bears responsibility pursuant to the stipulations of Article 22 (1), under the limitation of the amounts for compensation for damages to be paid according to the Company’s responsibility, the indemnity to be paid by the Company in paragraph (1) of this Article shall be regarded as the amount of compensation for damages in question.

(5) The Company will not pay any indemnity or solatium for damages incurred due to the following reasons.

① Accidents intentionally caused by customers, illness, driving under the influence of alcohol, intentionally violating the law or receiving services that violate the law.

② In cases that are not included in the tour plan, and during free activity times, any accidents resulting from participation in mountaineering (using mountaineering equipment), sky diving, riding on hang gliders or participation in any other so-called “dangerous sports” stipulated in Schedule I of the Rules of Special Indemnity.

③ Any other reason to which the stipulations of Article 3, Article 4 and Article 5 of the Rules of Special Indemnity apply.

(6) With regard to the optional tours that are provided for customers during participation in a subscription-type organized tour, the tour contract shall partially apply (in such cases the optional tours in the contract document will indicate “tour planning and operation by Kashiwa Green Tourism Agency”).

(7) With regard to days in which the contract document states that the Company will not provide any tour services conducted by the Company (no-arrangements days), in the event only that it is stated that no compensation will be paid for damages incurred by customers on those dates, the customers shall not be regarded as being in the course of participation in a subscription-type organized tour.

## Article 24. Responsibility for guarantee of itinerary

(1) In cases in which the Company makes major changes to the content of the Contract as shown in the left-hand column of the table in this Article, the Company will pay an “alterations indemnity” amounting to the tour costs multiplied by the rate shown in the right-hand of the table by the date calculated within 30 days of the day after the final day of the tour. It should be noted that, having obtained the consent of customers, the Company may instead provide goods or

services to an equal or greater cost.

(2) Notwithstanding the stipulations of the preceding paragraph, in the event of the alterations stipulated in ① to ② below, the Company will not pay an alterations indemnity (except in cases in which “overbookings” are the cause).

① Cancellation of the provision of tour services due to natural disasters, civil unrest, riots, governmental or public office orders, the cancellation of services provided by transportation and accommodation organizations, provision of transportation not according to the original tour plan, or requisite measures taken to secure the life and bodily safety of tour participants.

② Alterations relating to the cancellation of contracts according to the stipulations of Article 13 through to Article 17.

(3) The amount of alteration indemnity that the Company will pay according to a single contract is limited to the sum of the tour costs multiplied by 15%. Furthermore, when the amount of alteration indemnity that should be paid to a single customer is less than 1,000 yen the Company will not pay the alteration indemnity.

(4) In cases in which, after an alteration indemnity has been paid by the Company according to the provisions of this Article, it becomes apparent that liability for compensation for damages according to the stipulations of Article 22 regarding the alterations have arisen, the Company will pay the compensation damages less the indemnity amount already paid.

Alterations in which payment of alteration indemnity is required	Rate per case (%)	
	Prior to commencement of tours	After commencement of tours
① Alterations to the date for the commencement of tours or the end of tours stated on the contract document	1.5	3.0
② Alterations to the entrance to places of tourism or tourism facilities (including restaurants) or any other alterations to destinations stated on the contract document	1.0	2.0
③ Alterations to the class of transportation organizations or alterations to cheaper facility fees stated on the contract document (limited to cases in which the total amount after alterations of classes and facility fees is less than the said sums stated on the contract document)	1.0	2.0
④ Alterations to the types of and company names of transportation organizations stated on the contract document	1.0	2.0
⑤ Alterations to the domestic tour commencement airport (airport of departure) or end of tour airport (airport of disembarkation) stated on the contract document	1.0	2.0
⑥ Alterations to the type of accommodation organization or its name stated on the contract document	1.0	2.0
⑦ Alterations to the type of guest room, its facilities or views, or to any other conditions regarding guest rooms at accommodation facilities stated on the contract document	1.0	2.0
⑧ Alterations to any of the matters in the preceding paragraphs (① to ⑦) mentioned in the tour title of the contract document	2.5	5.0

(Note 1) “Prior to commencement of tours” means cases in which customers are provided with notification regarding the alterations in question by the day before the commencement of tours; “after commencement of tours” means cases in which customers are provided with notification regarding the alterations in question on or after the day of commencement of tours.

(Note 2) In cases in which the “itinerary” (confirmed document) has been exchanged, having rephrased “contract document” as “itinerary,” the provisions of the table above shall apply. In such cases, when any disparity arises between the content stated in the contract document and the content stated in the Itinerary, or the content stated in the Itinerary and the content of the tour services actually provided, each of these alterations will be treated as one single

case.

(Note 3) In cases in which the alterations relating to transport organizations in ③ and ④ above involve the use of accommodation facilities, each single night will be treated as one single case.

(Note 4) With regard to the change of the Company name of transportation organizations stated in ④ above, alteration indemnity will not apply in cases in which the class or the facilities are altered to more expensive ones.

(Note 5) Even in cases in which several of the alterations stated in ④, ⑥ and ⑦ above arise on one vehicle or vessel or on one night of accommodation, one vehicle or vessel and one night of accommodation will be treated as one single case.

(Note 6) With regard to the alterations cited in ⑧ above, the rates for ⑧ alone shall apply, and the rates from ① to ⑦ will not apply.

(Note 7) Alterations to the date and time at which tour services were received and the order in which they were conducted are not included in “alterations.”

## Article 25. Responsibility of customers

(1) In cases in which customers cause damages to the Company either intentionally or through their own negligence they will be requested to compensate the Company for the said damages.

(2) Customers must utilize the information provided to them by the Company, and endeavor to understand their rights and obligations and the other details of tour contracts.

(3) When customers realize after the commencement of tours that the tour services being provided differ to the details stated on the contract document they must swiftly inform the Company, the Company’s arrangement agent, or the providers of the tour services in question at the place of travel.

## Article 26. Reporting of accidents

In the case of an accident occurring during travel, please immediately report it to the “contact point” that is detailed on the Itinerary and elsewhere (if there are any reasons why this cannot be done so immediately please do so at the earliest possible juncture).

## Article 27. Treatment of personal information

(1) With regard to the personal information submitted when applying for tours, the Company and the travel companies to which work is entrusted will use it for contact with customers, arrangements for transportation and accommodation, and under the responsibility of the tour contracts provide it to the organizations in question within the scope necessary for insurance procedures to cover expenses for accidents etc.

(2) In order to assist the convenience of customers’ shopping etc. at tour destinations, customers’ names and other personal information about flights etc. boarded by customers will be provided to souvenir shop operators via electronic methods. Customers will be asked to consent to this provision of their personal information at the time of making an application.

(3) The Company will use the personal information it possesses about customers for introducing products and other sales promotion activities, in order to contact and respond to customers, and share information with its group companies and retailers including addresses, names, telephone numbers, e-mail addresses. With regard to the details about the Company’s policy on the treatment of the personal information in its possession, and the Company’s group companies please contact us on the following telephone number: 04-7167-8296 or check on the Company website: <https://kashiwa-green-tourism.jp/>

## Article 28. Reference date of tour conditions and tour costs

The reference date of these tour conditions and tour costs shall be as of March 20th 2025.