# Tour Terms and Conditions (Domestic Custom Organized Tour)

These Tour Terms and Conditions, together with the tour brochure, constitute part of the "Explanation Document of Business Terms and Conditions" and "Contract Document" stipulated in the Travel Agency Law, Article 12.4 and 12.5, respectively. Please carefully read the following terms and conditions before subscription

#### 1. Custom Organized Tour Contract

- (1) "Subscription Type Organized Tour" means a tour contract under which Good Life Co., Ltd. (hereinafter referred to as the "Company") prepares travel plans and implements the tour as planned. A customer who wishes to subscribe to this tour shall execute the Subscription Type Organized Tour Contract (hereinafter referred to as the "Contract") with the Company.
- (2) The details and conditions of the Contract are as specified in the brochures. These Tour Terms and Conditions and the determinate document which will be provided to the customer by the Company prior to the tour (hereinafter referred to as the "Itinerary"), as well as the Subscription Type Organized Tour Contract Part of the Company's General Conditions of Travel Agency Business (hereinafter referred to as the "Company's General Conditions").
- (3) The Company undertakes to make arrangements and administer the itinerary to make the transportation, accommodation and other services offered by transportation and accommodation facilities, etc. (hereinafter referred to as "Tour Services") available for the customer according to the travel itinerary prepared by the Company.

## 2. Tour Subscription and Time when the Contract is Executed

- (1) The customer will be required to fill in necessary information in the application form designated by the Company (hereinafter referred to as the "Application Form") and submit it together with the application fee. The entire or some amount of the application fee will be used for the payment of the Tour Price, the cancellation fee or penalty charge. The Tour Contract shall be executed when the Company has agreed to the Contract and has received the application fee. The Company will accept subscription for the Contract made by means of telephone, fax, the Internet, email and other means of communications. The Contract is not yet executed at the time of receiving the subscription made by such means, and the customer will be required to submit the Application Form and application fee within three days from the day immediately following the day when the Company receives the subscription (which should be made during the Company's bushes hours; fax, email, etc. which are received after those hours will be handled on the following business day). In cases where the customer has not paid the application fee within the period specified above, the Company will determine the subscription has not been made and treat it as such. Provided that when the notice is sent by email, fax or other means of electronic consent, the Contract shall be executed when the relevant electronic notice has reached the customer.
- (2) The Company may execute the Tour Contract on condition that the payment of the Tour Price and the cancellation fee will be made using the credit card of the Company's affiliated credit card company (hereinafter referred to as the "Affiliated Company") without obtaining the signature of the card member (hereinafter referred to as the "Card Member") on the designated voucher (hereinafter referred to as the "Communication Contract"). The following conditions from (a) through (d) shall apply to the time of conclusion of the Tour Terms and Conditions and the execution of the Contract through the Communication Contract. Regarding the cancellation of the Contract by the customer and the refund of the Tour Price, special provisions specified herein in Article 12 (1), and Article 17 (2), respectively, shall apply.
  (a) Upon subscription for the Communication Contract, the customer who is a
  - (a) Upon subscription for the Communication Contract, the customer who is a Card Member will be required to notify the Company of the name of the Subscription Type Organized Tour, the starting day of the tour, his/her credit card name, membership number, credit card expiry date, etc.
  - (b) The "Date Card Used" in the Communication Contract shall be the date when the customer or the Company becomes obligated to pay the Tour Price, etc. or executes refundable liability under the Contract.
  - (c) When the customer cannot make the payment using his/her credit card due to his/her credit status or other reasons, the Company will cancel the Communication Contract, unless the Tour Price is paid by cash by the date separately designated by the Company.
  - (d) The Communication Contract shall be executed when the Company sends out a notice on its acceptance of the execution of the Communication Contract. When such a notice is sent by means of leaving messages in the answering machine, fax, the Internet, email or other means of electronic consent (this means when the notice is sent to the customer so that he/she can acknowledge the content of the notice, not when the customer acknowledges the content), the Contract shall be executed when the relevant electronic notice has reached the customer.
- (3) In cases where it is impossible to immediately execute the Contract due to full occupancy of transportation or accommodation facilities or other reasons at the time of subscription, the Company may ask the customer to wait by clarifying the time frame. The Company will endeavor to make the subscriptions possible. In that case, the Contract shall be executed when the Company notifies the customer that it has become possible to make a subscription and receives from the customer the Tour Price or the application fee to execute the Contract.

#### 3. Subscription Conditions

- (1) Those who are under 20 years old will be required to submit a consent form of their parents, etc., upon subscription. The Company may decline a subscription from those who will not have reached 15 years old on the starting day of the tour unless their parents accompany them during the tour.
- (2) For tours in which special conditions for participants are specified by the Company, it may decline the subscription from those who don't meet the specified conditions, including the sex, age, qualifications and skills of the participant.
- 3) If the customer has a chronic disorder, is in poor health, is pregnant, has physical disabilities, or in other conditions which need special consideration, he/she should inform the Company of the necessity of special considerations upon subscription for the tour (the same shall apply to cases where such considerations become necessary after the execution of the Tour Contract). Upon receiving such request, the Company will endeavor to meet the customer's need to the extent reasonably possible. Accordingly, the Company may inquire of the customer what his/her specific circumstances and necessary arrangements are or ask him/her to describe such circumstances and arrangements in writing.
- (4) To ensure the safe and smooth implementation of the tour, the Company may accept the subscription from a customer who needs special consideration as described in (3) above on condition that he/she is accompanied by an aide or escort, submits a doctor's statement, agrees to change part of their tour courses, etc. Also, when the Company finds it impossible to make arrangements as requested by the customer, the Company may decline his/her subscription and cancel the Tour Contract. In principle, the costs incurred by the Company to take special measures to meet the request from the customer shall be borne by the customer.
- (5) When the Company determines that the customer has become ill or injured or has been in any other state which require a doctor's attention or medical treatment during the tour, the Company will take necessary measures to ensure smooth operation of the tour. Any costs incurred by the Company to take such measures shall be borne by the customer.
- (6) As a general rule, the customer cannot go his/her own separate way during the tour for his/her own reasons.
- (7) When the customer leaves the tour group for his/her own reasons, he/she will be required to tell the tour escort or other person in charge accordingly and the date and time when he/she will return. If the customer leaves the tour group without notice and suffers damage while acting independently, the Company will not be held liable for special compensation for such damage.
- (8) In cases where the Company determines that the customer is likely to create a nuisance for other customers or hinder the smooth implementation of the group tour, the Company may decline his/her subscription.
- (9) In cases where the customer falls under any of the following items (a) through (c), the Company may decline his/her subscription:
  - (a) In cases where the customer is recognized as a gang member, an associated gang member, a person or a company related to crime syndicates, a corporate racketeer or any other antisocial forces.
  - (b) In cases where the customer has made claims through forceful behavior or unjust claims to the Company or acted in a threatening manner or made threatening statements or has conducted violent acts or behavior in connection with the relevant transactions, or other acts or behavior equivalent to these.
  - (c) In cases where the customer committed acts which may damage the Company's reputation or obstruct the Company's business by spreading false rumors, the use of fraudulent means or by force, or other acts or behavior equivalent to these.
- (10) In other cases where there is an inconvenience related to the Company's business, the Company may decline the customer's subscription.

#### 4. Contracts with Organizations and Groups

- (1) The Company, when it receives the subscription for the tour from a person representing members of an organization or a group (hereinafter referred to as the "Contract Representative"), will regard him/her as the person holding all power of representation concerning the execution and cancellation of the Contract and will handle all transactions with him/her concerning the relevant tour business.
- (2) The Contract Representative is required to submit a list of the constituent members on or before the date specified by the Company.
- (3) The Company will not be held responsible for the liabilities or obligations which the Contract Representative assumes to the constituent members at present, or liabilities or obligations which the Contract Representative is likely to assume in the future.
- (4) In cases where the Contract Representative does not accompany his/her organization or group during the tour, one of the constituent members appointed by the Contract Representative beforehand shall be deemed by the Company to be the Contract Representative after the starting day of the tour.

5. Delivery of "Itinerary" (Determinate Document)
Promptly after the conclusion of the Tour Contract, the Company shall deliver a contract document describing the Tour Itinerary, details of Tour Services, other conditions, and matters related to our responsibility to the customer. In cases where the Company cannot include in the Contract Document the Tour Itinerary or information regarding primary transportation and accommodation facilities, it will deliver the "Itinerary" in which such determinations are described no later than the day immediately preceding the starting day of the tour. In cases where a subscription for the Tour Contract is made within seven days before the starting day of the tour, the Company will deliver the Itinerary by the starting day of the tour. Meanwhile, even before the delivery of the Itinerary, the Company will explain the status of arrangements for the subscribed tour when it receives an inquiry from the customer.

- 6. Tour Price and Due Date of Payment
  (1) "Tour Price" means the amount indicated in brochures, etc. as such, and the amount of money described there as additional costs of the relevant tour may be added to that amount. The total amount of the Tour Price serves as the basis for the calculation of the application fee, cancellation fee, penalty charge and the indemnity for alteration.
- Unless otherwise stated, the Tour Price means the adult rate for those who are 12 years old or older as of the starting day of the tour and the child rate for those who are from 6 to 11 years old as of that day. The child rate is also applied to children who are 3 to 5 years old as of that date if they require a seat in transportation facilities and meals, bedclothes, etc. in accommodation facilities,
- The Tour Price shall be paid by the date specified by the Company after the Tour Contract is concluded.
- The customer will be required to pay the full amount of the Tour Price (i.e., the amount remaining after deducting the application fee) on or before the 21st day (11th day for day trips) from the day immediately preceding the starting day of the tour day. When the subscription is made within 21 days before the starting day of the tour, the Company will designate the payment date which shall be before the starting day of the tour.

#### 7. Charges Included in the Tour Price

- Transportation fare and charges, (economy-class seat, unless otherwise stated), and other charges for accommodations, meals, admission, entrance, etc., as well as consumption and other taxes specified in the Itinerary.
- Expenses of tour escorts who accompany and conduct the tour and tips necessary to pay for group activities.
- Other charges listed as those included in the Tour Price on the website and in brochures.
- Any charges described above will not be refunded even when some of them are not used for the customer's own reasons.

#### 8. Primary Charges Excluded from the Tour Price

Any charges other than those listed in the preceding paragraph are not included in the Tour Price. For example, the following charges are excluded from the Tour

- Excess baggage charges (for excess weight, capacity and number of pieces) (1)
- Airport facility fees (excluding cases where such fees are shown in the brochure)
- Cleaning, telegram and telephone charges, additional food and drink expenses and other miscellaneous expenses of personal nature, as well as relevant taxes and service charges
- Optional tour charges for those who participate in such tours at their discretion (short trips at extra charges).
- Ancillary fare and prices charged by transportation facilities (fuel surcharges,
- Transportation and accommodation expenses incurred for travel between the customer's home and the departure/arrival place

#### 9. Alteration of the Contract Content

- The customer may request the Company change the Tour Itinerary, contents of Tour Services and other details of the Custom Organized Tour Contract. In this case, the Company shall comply with the customer's request to the greatest extent possible.
- In cases where there arise any cause beyond the control of the Company after the execution of the Contract, such as acts of God, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public agencies, the need to use transportation services not based on the Company's original transportation plan, and other causes, the Company may change the contents of the Tour Services or other Contract details when such changes are considered unavoidable in order to safely and smoothly implement the tour.
- In such cases the Company will promptly explain to the customer in advance the reasons for the nature of these causes beyond the Company's control and the correlation between such causes and subsequent changes. This shall not apply to urgent cases. In such cases, the Company, if unavoidable, will give such explanation to the customer after such changes have been made.

### 10. Alteration of Tour Price

After the conclusion of the Tour Contract, we will not change the Tour Price except in the following cases.

- In cases where the transportation fare and charges applicable to the transportation facilities being used for the implementation of the tour is substantially altered beyond a price level as normally expected, due to significant changes in economic or other conditions, the Company will increase or decrease the amount of the Tour Price within the range of the amount so increased or reduced. In cases where the Company increases the Tour Price, it will inform the customer to that effect by the 15th day immediately preceding the starting day of the tour.
- If any change in the Contract Content according to the provisions of the preceding paragraph causes any increase or decrease to accrue in the expenses required for the implementation of the tour, the Company may change the Tour Price within the range of the amount increased or decreased when such Contract content is changed, except when such increase of expenses is caused by a lack of seats/rooms in the transportation and accommodation facilities, etc. or other facilities (hereinafter referred to as

- "Overbooking"), despite the fact that the relevant Tour Services are provided by the transportation and accommodation facilities, etc.
- Notwithstanding the provision of the preceding paragraph, a cancellation fee, a penalty charge or other expenses already paid or payable from now on for Tour Services unreceived due to changes in the Contract content as mentioned above shall be borne by the customer.
- In cases where the Company has stated in the Contract Document that the Tour Price varies with the number of persons who use the transportation and accommodation facilities, etc., and when the number of participants in the tour changes due to causes not attributable to the Company after the execution of the Tour Contract, the Company will change the amount of the Tour Price accordingly.

#### 11. Change of the Customer

- The customer may assign his/her status under the Contract to a third party by obtaining prior consent from the Company.
- In such cases, the customer shall pay to the Company the handling fee in the amount designated by the Company. The assignment of status under the Contract shall become effective on the condition that the Company gives consent. The Company reserves the right to decline the change of customer when it is impossible to make reservations or change the names of customers due to seat/room vacancy in transportation and accommodation facilities, etc., applicable rules, or other inevitable reasons.

#### 2. Cancellation of the Contract by the Customer (Before the Start of the Tour)

- The customer may, at any time, cancel the Contract by paying to the Company the cancellation fee specified in Article 14 herein. Provided that a tour contract in which the amount of expenses required for canceling a contract related to tour services between the Company and transportation and accommodation facilities, etc., such as cancellation charges and penalties as determined by the transportation and accommodation facilities, etc. The tour cancellation fee shall be a part of the total transportation and accommodation facility cancellation fee, etc. that we have already paid or will have to pay in the future to the transportation and accommodation facilities, etc. In addition, the notification of cancellation is only received during the business hours of the Company which has accepted the relevant tour subscription (fax and email received after business hours will be handled on the following day). In cases where the customer wishes to cancel the Communication Contract, the Company will accept the cancellation fee paid using the card of the Affiliated Company without obtaining the customer's signature on the designated voucher.
- Notwithstanding the provision of the preceding paragraph, in any of the following cases, the customer may cancel the Contract without paying the cancellation fee before the start of the tour.
  - In cases where the Contract contents have been changed by the Company, but only if such changes are included in the left column of the table of Article 23 herein, or other important changes.
  - In cases where there arise such causes as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and public agencies, and other causes, whereby it becomes impossible or is highly unlikely to implement the tour safely and smoothly.
  - In cases where the Company fails to deliver the "Itinerary" to the customer
  - by the date specified in Article 5 herein.

    In cases where the implementation of the tour according to the tour itinerary described in the Contract Document has been precluded as a result of causes attributable to the Company.

## **Cancellation of the Contract by the Company**

- (Before the Start of the Tour)
  In cases where the customer does not pay the Tour Price by the due date specified in Article 6 (4), the customer will be deemed to have cancelled the Contract on the day immediately following the due date. Accordingly, the customer will be required to pay a penalty charge in the amount equal to the cancellation fee
- In any of the following events, the Company may cancel the Contract by explaining to the customer the reason for the cancellation:
  - In cases where it becomes known that the customer does not meet the conditions required of tour participants, such as sex, age, qualifications, skills, etc., as clarified by the Company beforehand.
  - In cases where the customer is considered unable to participate in the tour due to illness, the absence of a necessary aide/helper or other causes.
  - In cases where the customer is likely to cause trouble to other customers or interfere with the smooth implementation of the tour as a group.
  - In cases where accommodating the customer is burdensome and beyond the reasonable extent provided for in the Contract.
  - In cases where the number of participants in the tour does not reach the minimum number of those required to implement the tour as specified in the Contract Document. In such cases, the Company will inform participants that the tour is to be cancelled by the 13th day immediately preceding the starting day of the tour (by the 3rd day in the case of day
  - In cases where conditions required for implementation of the tour as described at the time of the execution of the Contract, such as if the sufficient amount of snowfall necessary for a ski tour will not be or is highly unlikely to be present.
  - In cases where there arises causes beyond the Company's control, such as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., or orders from government and other public agencies whereby it becomes impossible or highly unlikely to implement the tour safely and smoothly according to the tour itinerary described in the Contract Document.
  - In cases where the customer is found to fall under any of items (a) through (c) of Article 3 hereinabove.
- In the case of cancellation of the Contract under the preceding paragraph, the Company will refund to the customer the entire amount of the Tour Price (or

the application fee) it has already received from the customer. When the Company incurs a loss due to the cancellation of the Contract, the Company may seek compensation from the customer.

#### 14. Cancellation Fee (Cancellation of the Contract by the Customer)

When the customer cancels the tour after the execution of the Contract for his/her own reasons, the customer will be required to pay to the Company a cancellation fee as specified below. If some of the customers cancel, then the remaining customers who participate in the tour will be required to pay the balance amount resulting from changes in the number of guests per room

Date of cand	Cancellation fee (per person)	
Number of days from the day immediately	[Stay trip] 20 to 8 days before the tour [Day trip] 10 to 8 days before the tour	20% of the Tour Price
before the starting day of the tour	7 to 2 days before the tour	30% of the Tour Price
The day immed the tour	40% of the Tour Price	
On the starting without notice)	50% of the Tour Price	
After the start of participate in the	100% of the Tour Price	

- The customer will also be required to pay the designated cancellation fee when he/she cancels the Contract due to reasons associated with loan transactions not attributable to the Company.
- In cases where the customer does not pay the Tour Price by the due date, he/she will be deemed to have cancelled the Contract on the day immediately following the due date and be required to pay a penalty charge in the amount egual to the cancellation fee.
- Changes of the starting day of the tour or tour courses and partial changes in the tour itinerary such as those of transportation and accommodation facilities for the customer's own reasons, the customer will be deemed to have cancelled the Contract in its entirety and be required to pay the cancellation fee prescribed by the Company.

#### 15. Cancellation of the Contract by the Customer (After the Start of the Tour)

- When the customer cancels the Contract or withdraw from the tour during the tour due to his/her own reasons, such cancellation or withdrawal shall be taken as a waiver and no refund will be made by the Company.

  When part of Tour Services described in the Contract Document has become
- unavailable for the customer after the start of the tour due to causes not attributable to him/her, or when the Company informs him/her to that effect, the customer may cancel the Contract for that portion of Tour Services which has become unavailable for him/her, without paying the cancellation fee.
- In the case of the preceding paragraph, the Company will refund to the customer the portion of the Tour Price corresponding to the part of Tour Services that has become unavailable for the customer, after deducting from the amount of the refund those of the cancellation fee, penalty charge, and any other relevant expenses already paid or payable from now for that part of the Tour Services (this only applies to cases where the causes are not attributable to the Company).

## 16. Cancellation of the Contract by the Company

- (After the Start of the Tour)

  (1) In any of the following cases, the Company may cancel part of the Contract even after the start of the tour by explaining the reason for the cancellation to
  - In cases where the customer is considered unable to continue the tour due to illness, the absence of a necessary aide/helper or other causes
  - In cases where the customer hinders the safe and smooth implementation of the tour by disobeying the Company's instructions as given by its tour escort, local staff or other staff members or by disrupting the disciplinary order of group activities by physically assaulting or threatening those staff or other customers
  - In cases where there arise causes beyond the Company's control, such as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., or orders from government and other public agencies whereby it becomes impossible to continue the tour
  - In cases where it is found that the customer falls under any of Article 3, items (a) through (c).
- In cases where the Company has cancelled the Contract under the provision of the preceding paragraph, the contractual relationship between the Company and the customer shall cease to exist from the cancellation thereof. In such cases, it shall be deemed that the Company's liability related to Tour Services already provided to the customer has effectively been redeemed.
- In the case of the preceding paragraph, the Company will refund to the customer the amount of the Tour Price corresponding to that of Tour Services which have not been offered to the customer, after deducting from it the total amount of the cancellation fee, penalty charges and other expenses already paid or payable from that point on.

(4) In cases where the Company has cancelled the Contract under the provisions of item (a) or (c) of paragraph (1) above, the Company will undertake to make arrangements necessary for the customer to return to the place of departure of the relevant tour at his/her request. In that case, all expenses required for the return trip to the departure place shall be borne by the customer.

#### 17. Refund of the Tour Price

- In cases where a refundable amount becomes due to the customer as a result of the Tour Price being reduced under the provisions set forth in Article 10 herein or due to the cancellation of the Contract under the provisions of Articles 12 through 16 herein, the Company will refund to the customer the relevant amount, within 7 days from the day immediately following the day of cancellation in the case of refund due to cancellation before the start of the tour, or within 30 days from the day immediately following the last day of the tour as stated in the Contract Document in the case of refund due to a reduction of the Tour Price or cancellation after the start of the tour.
- In cases where the Communication Contract has been executed between the Company and the customer and it has become necessary for the Company to make a refund as a result of a reduction of the Tour Price under the provisions set forth in the preceding paragraph, the Company will pay a refund to the customer according to the card membership rules of the Affiliated Company. In that case, the Company will notify the customer of the refundable amount due, within 7 days from the day immediately following the day of cancellation in the case of a refund due to cancellation before the start of the tour, or within 30 days from the day immediately following the last day of the tour as stated in the Contract Document in the case of a refund due to a reduction of the Tour Price or cancellation after the start of the tour. The day when the Company has notified the customer of the refund shall be considered as the Date Card Used.

#### 18. Administration of Itinerary

- The Company will endeavor to ensure that the customer can travel safely and smoothly by conducting the following services for the customer:
  - In cases where it is considered that the customer might be unable to receive the Tour Service during the tour, to take necessary measures to ensure that the customer can receive the Tour Service under the Contract.
  - In cases where alteration of the Contract content becomes unavoidable despite the measures taken as described in the preceding paragraph, to make arrangements for alternative services. In cases where the tour itinerary is to be changed, the Company will make efforts to make the changed itinerary meet the purport of the original tour itinerary.
- When the Company has provided necessary coupons, etc. to the customer in advance by clearly explaining that tour escorts, etc. will not manage the tour itinerary, the customer himself/herself will be required to make arrangements for alternative services and undertake any required procedures when it becomes necessary to change the contents of Tour Services due to bad weather, etc.

#### 19. Tour Escort, etc.

- (1) In the tour courses which are indicated as those accompanied by a tour escort, the tour escort will accompany the tour throughout the course to handle all or part of the services specified in the preceding article or other services that the Company considers necessary in connection with the relevant tour. The service hours for the tour escort to engage in the services shall, in principle, range from 8:00 to 20:00 local time
- In the tour courses which are indicated as those accompanied by a local tour escort, the local tour escort will accompany the tour in principle from the time of arrival at the tour destination to the time of departure. The contents and hours of service of the local tour escort follow those of the tour escort specified in the preceding paragraph.
- No tour escort will accompany the tour courses indicated as those to be guided by local staff. In those courses, the local staff will provide services necessary to smoothly implement the tour.
  In tour sections where local tour escorts will not accompany the tour or where
- services by local staff are unavailable, the customer will be required to make arrangements for alternative services or take necessary procedures himself/herself when it becomes necessary to change the contents of Tour Services due to bad weather, etc.

#### 20. Protective Measures

- (1) In cases where the Company considers the customer to be in a condition requiring protection due to sickness, injury, etc. during the tour, the Company may take necessary measures.
- If the cause of such cases as specified in the preceding paragraph is not attributable to the Company, the expenditure required to take the relevant measures shall be borne by the customer and shall be payable by the customer on or before the date set by the Company using means designated by the Company.

### 21. Responsibility of the Company

- The Company will compensate for damages caused to the customer by the willful misconduct or gross negligence of the Company or its agent (hereinafter referred to as the "Business Agent") who has been engaged by the Company to make arrangements on the behalf of the Company in the course of implementation of the Subscription Type Organized Tour Contract. Such compensation shall be limited to cases where notice has been given to the Company by the customer within two years from the day immediately following the day when the damages occurred. With regards to damages caused to baggage, the Company will indemnify up to the maximum amount of ¥150,000 per customer (except where the said damages have been caused by the Company's willful misconduct or gross negligence), only if the Company has been notified of the said damages by the customer within 14 days from the day immediately following the day when the said damages occurred.
- In principle, in cases where the customer has suffered damages due to the following causes, the Company shall be exempted from responsibility for compensation for damages specified in the preceding paragraph:

- Damages caused by acts of God, acts of war, civil commotion or the change of tour itinerary or suspension of the tour resulting from such acts or commotion.
- (b) Damages arising from accidents, fires, etc. in transportation and accommodation facilities, etc.
- Change of tour itinerary or cancellation of the tour resulting from the suspension of services by transportation and accommodation facilities, etc. or the resultant changes of tour itinerary or cancellation of the tour
- Orders from government and other public agencies, quarantine due to the outbreak of epidemics, or the resultant change of tour itinerary or cancellation of the tour.
- Accidents during free activities (e)
- Food poisoning (f)
- Theft
- (g) (h) Delays, service interruption, schedule or course changes, etc. of transportation facilities and resultant change of tour itinerary or shortening of visitation hours in tour destinations.

- Special Indemnity Liability
   In accordance with the provision of the separate Rules of Special Compensation of the Company's General Conditions, if the customer, while participating in domestic Custom Organized Tour, has suffered certain damage to his/her life or body due to a sudden and extraneous accident, the Company, regardless of whether or not it is responsible for such damage under the provision of the preceding Article, The Company will pay compensation for death, hospitalization, outpatient visits and damage to personal belongings for certain damages incurred. will pay, per customer, indemnity for death in the amount of ¥15 million, and solatium for hospitalization in the amount of ¥20 to 200 thousand depending on the number of days of hospital stays and for hospital visits at least 3 days in the amount of ¥10 to 50 thousand, as well as indemnity for damage to personal belongings (up to ¥150 thousand per customer, or up to ¥100 thousand per item.
- Notwithstanding the provision of the preceding paragraph, the Company will not compensate for article of values (cash, securities, jewelry, precious metals, etc.), airline tickets, coupons, passports, credit cards, driver's license, deposit books, savings passbooks (including bankbooks and cards for cash withdrawal), important documents, data stored in electromagnetic media (SD cards, DVD, USB, etc.), contact lenses, artificial teeth, artificial limbs and other items specified in Article 18, paragraph 2 of the separate Rules of Special Compensation attached to the Company's General Conditions.
- When the customer wishes to receive the indemnity for damages, he/she will be required to submit to the Company the documents specified in Article 21 of the Rules of Special Compensation. The third parties described therein shall not include those who accompany the tour.
- In cases where the Company is responsible for damages under the provision of paragraph (1) of Article 21 herein, the indemnity payable by the Company under paragraph (1) hereinabove shall be, within the limit of the amount of damage compensation payable based on the relevant responsibility, considered as the compensation for the said damages.
- In the case where the customer has suffered damage due to the following causes, no indemnity or solatium shall be paid by the Company:
  - The customer's willful acts, illness, drunken driving, accidents caused because of the customer intentionally breaking the law, or accidents that occur while the customer is receiving illegal services
  - Accidents that occur while the customer is engaging in free activities not included in the tour itinerary, such as mountain climbing (using climbing equipment), skydiving, hang-gliding or participating in other "dangerous sports" described in Schedule I of the Rules of Special Compensation
  - Other cases which correspond to the provisions of Articles 3, 4 and 5 of the Rules of Special Compensation
- For customers who are participating in a Subscription Type Organized Tour, the Company will organize additional tours (optional tours) by separately collecting tour charges. Such optional tours will be treated as part of the primary Tour Contract (and will be described in the Contract Document as optional tours organized by Good Life Tama Co., Ltd.").
- The days which are described in the Contract Document as those when no Tour Services are arranged or provided by the Company (no arrangement day) shall be regarded as days on which the customer will not participate in the Subscription Type Organized Tour only if it is clearly written in the Contract Document that no indemnity will be paid for damages suffered by the customer on those days

- Warranty of Itinerary
   In cases where a major alteration is made to the Contract content as described in the left column of the table below, the Company will pay an indemnity for such alterations in an amount equal to that reached by multiplying the Tour Price by the percentage as specified in the right column of that table within 30 days from the day immediately following the last day of the tour. The Company may, instead of paying the indemnity, provide goods or services equal to the amount of the indemnity by obtaining the customer's
- Notwithstanding the provision of the preceding paragraph, no indemnity will be paid for alternations made due to causes as specified in (a) and (b) below (excluding alterations due to overbooking).
  - Alterations due to acts of God, acts of war, civil commotion, orders from government and other public agencies, suspension of Tour Services by transportation and accommodation facilities, etc., the provision of a transportation service not included in the original travel plan, or alterations as a measure necessary to protect the life and body of tour participants

- (b) Alterations relating to the cancelled portion of the Contract based on the provisions of Articles 12 through 16 herein.
- The maximum amount of indemnity payable by the Company for alterations based on a single Tour Contract shall be equal to the amount obtained by multiplying the Tour Price by 15%. However, in cases where the amount of indemnity per customer falls below ¥1,000, the Company will not be obliged to pay the indemnity for the alteration.
- In cases where, after the Company has paid the indemnity for the alteration in accordance with the provision herein, it becomes clear that the Company is liable for damage compensation regarding the relevant alteration based on the provision of Article 21 herein, the Company will pay the remaining amount of damage compensation after deducting from it the amount of indemnity for the alteration already paid.

	,		Percentage per Case (%)	
I	Alterations Requiring Payment of Indemnity	Before the start of the Tour	After the start of the Tour	
(a)	Alterations of the starting or final days of the tour described in the Contract Document	1.5	3.0	
(b)	Alterations of sightseeing locations or facilities (including restaurants) and other destinations of the tour	1.0	2.0	
©	Alterations of the class or facilities of transportation facilities from those described in the Contract Document to those of lower rates (but limited to cases where the total amount of alteration to the said class and facilities falls below that as specified in the Contract Document)	1.0	2.0	
(d)	Alterations of the class of the transportation facilities or the names of companies as specified in the Contract Document	1.0	2.0	
(e)	Alterations to different flights at the departure or destination airport in Japan from that as specified in the Contract Document	1.0	2.0	
(f)	Alterations of the type or name of accommodation facilities specified in the Contract Document	1.0	2.0	
(g)	Alterations of the conditions of guest rooms specified in the Contract Document, such as the type of guest rooms, equipment, scenery, etc.	1.0	2.0	
(h)	Among the alterations of items specified in each item listed from (1) through (7) above, alterations of items specified under the tour title of the Contract Document	2.5	5.0	

- Note 1 "Before the start of the tour" shall refer to cases where the customer has been notified of the relevant alteration no later than the day prior to the starting day of the tour, and "after the start of the tour" shall refer to cases where the customer has been notified of the relevant alteration on or after the starting day of the tour.
- Note 2. When the Itinerary (Determinate Document) has been delivered, this table shall be applied by interpreting the "Contract Document" as the "Itinerary." In that case, if the content of the Contract Document is partially altered in the Determinate Document, or the content of the Determinate Document is partially altered in the service actually offered, each alteration shall be treated as a single case.
- Note 3. In cases where transportation facilities related to the alterations described in (c) or (d) above involve the use of accommodation facilities, each overnight stay shall be treated as a single case
- Alterations in the names of the companies operating transportation facilities under (d) above will not be applicable in cases where such alterations involve changes to a higher class or more sophisticated facilities.
- Note 5. Even if the alterations described in (d), (f) or (g) above take place in multiple cases during one trip on a transport vehicle or one overnight stay,
- each trip or overnight stay shall be treated as a single case respectively. Note 6. For alternations described in (h) above, the percentage per case specified in (h), not that in (1) through (g), shall apply.

  Note 7. Changes in the date or order of the provision of Tour Services are excluded
- from "alterations" herein.

#### 24. Responsibility of the Customer

- In cases where the Company has suffered damages due to the customer's willful misconduct or negligence, violation of law, behaviors contrary to public order and morals, or disobedience to the provisions of the Company's General Conditions, the customer will be required to compensate the Company for the damages.
- The customer will be required to make efforts to understand the content of the Tour Contract, such as the rights, obligations, etc. of himself/herself, by utilizing information provided by the Company (through the website, brochures and these Tour Terms and Conditions).
- Should the customer realize that the Tour Service being offered differs from that stated in the Contract Document after the start of the tour, the customer shall promptly report to the Company, the tour escort, the agent, the local guide or the provider of the relevant Tour Service immediately.
- The Company may take necessary measures when it considers the customer to be in a condition requiring protection due to sickness, injury, etc. during the tour. In that case, if the cause is not attributable to the Company, the expenditure required to take such measures shall be borne by the customer and payable on or before the date set by the Company using means designated by the Company

In cases where the customer has lost coupons, etc., and their reissue incurs fares and charges of transportation facilities, those fares and charges shall be borne by the customer. The amount of fares and charges in such cases shall be as determined by the transportation facilities.

## 26. Notice of Accidents, etc.

In the case of the occurrence of accidents, etc. during the tour, the customer will be required to promptly notify the Company in reference to the contact information in the Itinerary, etc. to be given to the customer (in the case where the customer cannot immediately contact the Company due to inevitable circumstances, he/she will be required to notify the Company as soon as it becomes possible to do so.)

#### 27. Handling of Personal Information

- The Company and commissioned travel agents will use the customer's personal information submitted upon his/her subscription for the tour for the purposes of communication with the customer and arrangements of transportation and accommodation facilities, etc., and provide the customer's information to entities responsible for insurance procedures necessary for the Company to fulfil its contractual responsibilities and cover expenses in the case of accidents, etc.
- For the convenience of the customer at tour destinations (to enjoy shopping there, etc.) the Company will provide the customer's name, flight name and other personal information to souvenir shops and other business operators through electronic or other means. The Company will ask the customer to give consent to the provision of personal information for such purposes at the time of subscription for the tour.

(3) The Company may share the customer's personal information (name, address, telephone number, email address, etc.) with its group companies and stores. For details on the Company's policy, etc. on the handling of personal information, as well as its group companies, please make inquiries to the Company by phone (042-508-5007) or see the Company's website (https://tour.tokyomountain.jp).

## 28. Reference date of Tour Terms and Conditions and Tour Price The reference date of the Tour Terms and Conditions and the Tour Price is July 8,

2020.

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