

Standard General Conditions of Travel Agency Business

Contract for Travel Abroad Arrangement Services

Article 1 — Scope of Application

1. The Contract for Travel Abroad Arrangement Services (defined in Article 3) to be executed between our Company and the traveler shall be based on the general conditions set forth herein (hereinafter referred to as the “General Conditions”). Any matter not stipulated in the General Conditions shall be governed by the relevant laws, ordinance and generally established practice.
2. If we execute a special contract (hereinafter referred to as the “Special Contract”) with the traveler in writing without violating the relevant laws and harming the interests of the traveler, such a Special Contract shall be given priority, notwithstanding the provision of the preceding paragraph.

Article 2 — Traveler Executing a Contract for Travel Abroad Arrangement Services

The traveler with whom we execute a Contract for Travel Abroad Arrangement Services will be the traveler who has executed with us a Subscription Type Organized Tour Contract, an Order-Taking Type Organized Tour Contract or an Arranged Tour Contract, or the traveler who has executed a Subscription Type Organized Tour Contract from another travel agent where our Company acts on their behalf by consignment.

Article 3 — Definition of a Contract for Travel Abroad Arrangement Services

In the General Conditions, “Contract for Travel Abroad Arrangement Services” or “Contract” shall mean the contract under which we undertake to perform the following services (hereinafter referred to as the “Agent Service”) on request from the traveler by contracting to receive the travel agent handling charge (hereinafter referred to as the “Travel Abroad Formalities Handling Charge”) for handling the formalities for travel abroad on behalf of the traveler:

- a. Formalities to obtain a passport, visa, re-entry permit and various certificates;
- b. Preparation of documents for immigration formalities; or
- c. Other services related to each of the preceding items a and b.

Article 4 — Execution of the Contract

1. The traveler who intends to execute a Contract for Travel Abroad Arrangement Services with us will be required to fill in specified details on the application form prescribed by us and submit it to us.
2. A Contract for Travel Abroad Arrangement Services will be considered executed when we accept the execution of the Contract and receive the application form described in the preceding paragraph.
3. Notwithstanding the provisions of the preceding two paragraphs, we may accept an application for a Contract for Travel Abroad Arrangement Services by telephone, mail, facsimile, or other means of communication, without receiving the submission of an application form, in which case a Contract for Travel Abroad Arrangement Services will be considered executed when we accept the execution of the Contract.
4. We may not accept the execution of a Contract for Travel Abroad Arrangement Services in any one of the following cases:
 - a. Where the traveler is recognized as a gang member, an associate gang member, a person or a company related to crime syndicates, a corporate racketeer or any other antisocial forces;
 - b. Where the traveler makes a demand to us using forceful behaviors, makes unjust claims to us, makes use of threatening acts or statements or violent acts or behavior in connection with any transaction between the parties, or makes use of other acts or behavior equivalent to these;
 - c. Where the traveler committed acts which may damage our credibility or obstruct our business by spreading false rumors, by using fraudulent means, or by force, or by other acts or behavior equivalent to these; or
 - d. Where there is an inconvenience related to our business.
5. We will, promptly after the execution of a Contract for Travel Abroad Arrangement Services, deliver to the traveler a document describing the content of the requested service (hereinafter referred to as the “Requested Service”) undertaken under the Contract for Travel Abroad Arrangement Services, including the amount of the Travel Abroad Formalities Handling Charge, the method of receiving the said Charge, our responsibility and other necessary particulars.
6. Instead of physically delivering to the traveler the document as specified in the preceding paragraph, when we have provided the traveler, with his/her prior consent, with such details to be described in the said document (hereinafter referred to in this Article as the “Described Details”) by means of utilizing telecommunications technology, we will confirm that the Described Details have been recorded on a file as equipped in the communications equipment used by the traveler
7. In the case of the preceding paragraph, when the communications equipment used by the said traveler is not equipped with a file for recording the Described Details, we will record the Described Details on a file (confined for exclusive use of said traveler) as

equipped in the communications equipment used by us, and confirm that said traveler has viewed the Described Details.

Article 5 — Confidentiality

We will not leak to any third party any information obtained in the course of implementing the Requested Service.

Article 6 — Responsibility of the Traveler

1. The traveler will be required to pay the Travel Abroad Formalities Handling Charge by the date set by us.
2. The traveler will be required to submit the documents required for the Requested Service, and other necessary materials (hereinafter referred to as the "Travel Abroad Formalities Documents, etc.") by the date set by us.
3. When we are required to pay service charges, visa fees, commission expenses, and other charges (hereinafter referred to as the "Visa Fee, etc.") to government and public agencies in Japan, foreign delegations in Japan, and other persons, the traveler will be requested to pay the said Visa Fee, etc. to us by the date set by us.
4. When mailing expenses, traveling expenses, and other expenses have accrued in the course of performing the Requested Service, the traveler will be required to pay the said expenses to us by the date set by us.

Article 7 — Cancellation of the Contract

1. The traveler may cancel the Contract in whole or in part at any time.
2. We may cancel the Contract in any of the following cases:
 - a. When the traveler does not submit the Travel Abroad Formalities Documents, etc. by the prescribed date;
 - b. When we recognize that there are flaws in the Travel Abroad Formalities Documents, etc. submitted by the traveler;
 - c. When the traveler does not pay the Travel Abroad Formalities Handling Charge, Visa Fee, etc. or the expenses described in the preceding Article, paragraph 4, by the prescribed date;
 - d. When it is found that the traveler falls under any of Article 4, paragraph 4, items a through c; or
 - e. If we have accepted to undertake the Agent Service described in Article 3, item a, when we recognize that the traveler is very unlikely to be able to obtain the passport, visa, or reentry permit (hereinafter referred to as the "Passport, etc.") due to causes not attributable to us.
3. When the Contract has been cancelled pursuant to the provisions of the preceding paragraph, the traveler will be required to bear the Visa Fee, etc. and the expenses described in the preceding Article, paragraph 4, as well as to pay the Travel Abroad Formalities Handling Charge to us for the Requested Service already implemented by us.

Article 8 — Responsibility of Our Company

1. When we have inflicted damage to the traveler, by willful misconduct or negligence, in the course of implementing the Contract, we will be responsible for compensating for the said damage, but only in cases where we have been notified of the said damage within 6 months from the day immediately following the day when the said damage has occurred.
2. The Contract is not a guarantee by us that the traveler would actually be able to obtain the Passport, etc. and that he/she will be permitted to enter and depart the countries concerned. Accordingly, we will not be held responsible even if the traveler is unable to obtain the Passport, etc. or to enter or depart the countries concerned, due to causes not attributable to us.