

## **General Terms and Conditions of Travel**

### **The Section for Arranged Travel Contract**

#### **Chapter 1. General Provisions**

##### **Article 1. Scope**

Arranged Travel Contract entered into between Cab Station Co., Ltd. ("the Company") and a traveller is subject to this stipulation. For indefinite matters in this stipulation are restricted by conventions established by laws and regulations in general. (2) As long as the Company does not violate the laws and regulations and makes a special contract in writing within the extent of the traveller's non-disadvantages, regardless of the provision of the preceding paragraph, the special contract takes precedence.

##### **Article 2. Definition of Terms**

"Arranged Travel Contract" in this stipulation refers to the contract the Company undertakes, by the delegation of the traveller, to make an arrangement so that the traveller can receive transportation and accommodation that the transportation and accommodation facilities provide, and other travel related services through subrogation, mediation or commission for the traveller.

(2) "Domestic travel" in this stipulation refers to the travel within Japan and the "international travel" refers to the travel other than domestic travel.

(3) "Travel price" in this stipulation refers to fares, accommodation charges, the other expenses of the transportation and accommodation facilities that the Company pays in the course of arranging the travel services and the travel handling fee prescribed by the Company (excluding the commissions of alteration and cancellation.)

(4) "Communication contract" in this section refers to Arranged Travel Contract agreed between the Company and the cardholder of the credit card company in cooperation with the Company ("Partner") upon receipt of an application from the cardholder via telephone, mail, facsimile or other means of communications. The traveller agrees in advance for the Company to fulfil the claims and obligations related to the travel price and the equivalents based on Arranged Travel Contract, and to charge in accordance with the card membership terms and conditions the Partner specifies separately after the date such claims and obligations are to be fulfilled. And the travel price and the equivalents of such Arranged Travel Contract should be paid in the manner prescribed in the second or fifth paragraph of Article 16.

(5) "Electronic acceptance notice" in this section refers to a notice issued to notify that the application of the contract is accepted. Among the Use of Information and Communication Technology, the Company chooses to use electronic computer, facsimile machine, telex or telephone ("electronic computer or the like") to connect with the traveller's electronic computer or the like through electric communication lines as sending method.

(6) "Date card used" in this stipulation refers to the date the traveller or the Company should fulfil the payment or the refund of the travel price based on Arranged Travel Contract.

##### **Article 3. Termination of Arrangement Liability**

When the Company arranges the travel services with due care of a prudent manager, the fulfilment of the Company's liabilities based on Arranged Travel Contract terminates. Thus, even in the case where the contract for provisions of the travel services could not be concluded with the transportation and accommodation facilities and the like for the reason of fullness, closures or inadequate conditions, when the Company fulfils its duties, the traveller must pay the travel handling fee ("handling fee") prescribed by the Company. In the case a communication contract is agreed, the date the Company notified the traveller of the fact that the contract for provisions of the travel services could not be concluded with the transportation and accommodation facilities and the like shall become the date card used.

##### **Article 4. Arrangement Agent**

In fulfilment of Arranged Travel Contract, the Company may let other travel agents or suppliers located inside or outside of Japan to make the whole or parts of travel arrangements on behalf of the Company.

#### **Chapter 2. Establishment of the Contract**

##### **Article 5. Application of the Contract**

The traveller who intends to conclude Arranged Travel Contract with the Company must fill in the application form prescribed by the Company in order and submit it to the Company with the application fee specified separately by the Company.,

(2) The traveller who intends to conclude the communication contract, regardless of the provisions of the preceding paragraph, must notify the Company of the requested contents of the travel services and the membership number.

(3) The application fee mentioned in the first paragraph is treated as a part of the travel price, cancellation fee or any other payment travellers should make to the Company.

##### **Article 6. Refusal of the Contract Conclusion**

The Company may refuse to conclude Arranged Travel Contract in the following cases:

- i. In concluding the communication contract, the credit card the traveller possesses is invalid or the traveller fails meet the liabilities to pay the parts or the whole of the travel price and such in accordance with the card membership terms and conditions the Partner specifies.
- ii. The traveller is found to be associated with gangsters, gang quasi-members, gang parties, gang related companies, the General Assembly and/or any other anti-social groups.
- iii. The traveller makes violent actions or unreasonable demands against the Company, threatens the Company with force or violence, or commits any violent acts equivalent to these in relation to the transactions.
- iv. The traveller spreads the rumour, using the power of fraudulent to damage the reputation or obstruct the business of the Company, or any other acts equivalent to these.
- v. Other particular circumstances of the Company business.

#### **Article 7. Time of Establishment of the Contract**

Arranged Travel Contract shall be established when the Company accepts the conclusion of the contract and receives the application fee mentioned in the first paragraph of Article 5.

(2) Communication contract shall be established when the Company issues a notification accepting the application mentioned in the second paragraph of Article 5 regardless of the provisions of the preceding paragraph. However, when an electronic acceptance notification is to be issued for the contract, it is deemed established when the notification reaches the traveller.

#### **Article 8. Special Provisions of Contract Establishment**

Regardless of the provisions of the first paragraph in Article 5, having a special contract in writing provided, the Company may establish Arranged Travel Contract only by accepting the conclusion of the contract without receiving the application fee.

(2) In the case of preceding paragraph, the establishment time of Arranged Travel Contract shall be clarified in the document mentioned in the preceding paragraph.

#### **Article 9. Special Provisions of Travel and Accommodation Tickets**

Regardless of the provisions of the first paragraph in Article 5 and the first paragraph in the preceding article, the Company may accept the verbal application of the Arranged Travel Contract of which purpose is to arrange transportation services or accommodation services only for when a document which specifies the right to receive the travel services in exchange for the travel price is issued.

(2) In the case of preceding paragraph, Arranged Travel Contract shall be established when the Company accepts the conclusion of the contract.

#### **Article 10. Contract Document**

After Arranged Travel Contract is established, the Company issues a document which states the travel itinerary, the contents of the travel services, the travel price, other travel conditions, and the extent of the Company's liabilities ("contract document") to the traveller. Except when a document which specifies the right to receive travel tickets, accommodation tickets or other travel services for all of the travel services the Company arranges is issued, the contract document may not be issued. (2) When the contract document of the preceding paragraph is issued, the extent of the travel services the Company owes to arrange as obligation by Arranged Travel Contract is described in the contract document.

#### **Article 11. Use of Information and Communication Technology**

With the prior consent of the traveller, instead of issuing the contract document, confirmed document, or the document, which describes the travel itinerary, the contents of the travel services, the travel price and other travel conditions including information about the Company's liabilities, upon the completion of Offered Package Travel Contract, the Company may alternatively provide the matters required to be stated in such documents ("stated matters") in the means of using the information and communication technology. In such case, the Company makes sure that the stated matters are recorded in the file contained in the communication device the traveller uses.

(2) In the case of the preceding paragraph, if the traveller's communication device is not equipped with filing function to record the stated matters, the Company records the stated matters to the file contained in the Company's communication device (exclusively limited to the use of the traveller in subject) and confirms that the traveller has viewed the stated matters.

### **Chapter 3. Change and Cancellation of Contract**

#### **Article 12. Change to the Contents of the Contract**

The traveller has a right to request the Company to change the travel itinerary, the contents of the travel services and other contents of Arranged Travel Contract. In such case, the Company strives to meet the traveller's request as much as possible.

(2) When the Company changes the contents of Arranged Travel Contract in response to the request of the traveller in the preceding paragraph, the traveller must bear the cancellation fee or the penalty payable to the transportation and accommodation facility when cancelling the arrangement that is already completed, or any other cost required to change the arrangement as well as paying the commission for the alteration prescribed by the Company to the Company. Moreover, the increase or the decrease of the travel price due to the alteration of Arranged Travel Contract shall be borne by the traveller.

#### **Article 13. Voluntary Cancellation by Travellers**

The traveller is entitled to cancel the whole or the parts of Arranged Travel Contract any time.

(2) When Arranged Travel Contract is cancelled pursuant to the provisions of the preceding paragraph, the traveller must pay the following cost to the Company: the consideration for the travel services the traveller has received, the cancellation fee or the penalty of the travel services the traveller has not received, or other expenses to the transportation and accommodation facilities and the like whether paid or unpaid, as well as the commission for the cancellation prescribed by the Company and the handling fee the Company was supposed to receive.

#### **Article 14. Cancellation Due to Reasons Attributable to the Traveller**

The Company may cancel Arranged Travel Contract under the following circumstances:

i. The traveller does not pay the travel price by the date prescribed.

ii. In concluding communication contract, the credit card the traveller possesses is invalid or the traveller fails meet the liabilities to pay the parts or the whole of travel price and such in accordance with the card membership terms and conditions the Partner specifies.

iii. The traveller is found to be applicable to any of the item (ii) to (iv) in Article 6.

(2) When Arranged Travel Contract is cancelled pursuant to the provisions of the preceding paragraph, the traveller must pay the following cost to the Company: the cancellation fee or the penalty for the travel services the traveller has not received and other expenses to the transportation and accommodation facilities and the like whether paid or unpaid, as well as the commission for the cancellation prescribed by the Company and the handling fee the Company was supposed to receive.

#### **Article 15. Cancellation Due to Reasons Attributable to the Company**

The traveller is entitled to cancel Arranged Travel Contract when the arrangement of the travel services becomes impossible due to reasons attributable to the Company.

(2) When Arranged Travel Contract is cancelled pursuant to the provisions of the preceding paragraph, as a consideration for the travel service the traveller has already received, the Company makes a refund to the traveller of the travel price already received except for the cost already paid or to be paid to the transportation and accommodation facilities and the like.

(3) The provisions of the preceding paragraph shall not prevent the traveller from exercising the right to claim compensation for the damage against the Company.

### **Chapter 4. Travel Price**

#### **Article 16. Travel Price**

The traveller must make the payment of the travel price to the Company by the date prescribed by the Company before departure date.

(2) When the communication contract is concluded, the Company will receive the travel price through the credit card issued by the Partner without the traveller's signature on the slip. In such case, the date the Company notifies the traveller of the confirmed travel service contents shall be the date card used.

(3) In prior to departure, the Company may change the travel price when the travel price is affected by the revisions of the transportation and accommodation facility's fare rates or charges, changes in exchange rate, or by any other reasons.

(4) The increase or the decrease of the travel price in the case of the preceding paragraph shall be borne by the traveller.

(5) In the case the communication contract is concluded between the Company and the traveller, when the cost that required to be borne by the traveller occurs in accordance with the provisions of Chapter 3 or 4, the Company will receive the necessary cost through the credit card issued by the Partner without the traveller's signature on the slip. In such case, the date the Company notifies the traveller of the amount of the cost should be paid by the traveller or the amount should be refunded to the traveller shall be the date card used. However when the Company cancels Arranged Travel Contract pursuant to the provisions of the item (ii) in the first paragraph of Article 14, the traveller must make the payment of the expenses to the Company according to the payment method the Company defines by the date the Company specifies.

#### **Article 17. Adjustment of Travel Price**

When the amount of the travel price the Company has already received does not match with the expenses the Company paid to the transportation and accommodation facilities and the like in order to arrange the travel services but should really be borne by the traveller and the handling fee ("adjusted travel price"), after the completion of the travel, the Company promptly makes the adjustment of the travel price in accordance with the provisions of the next and the third paragraph.

(2) When the adjusted travel price exceeds the amount of the travel price the Company has already received, the traveller must pay the balance to the Company.

(3) When the adjusted travel price does not meet the amount of travel price the Company has already received, the Company refunds the balance to the traveller.

### **Chapter 5. Arrangement of Groups and Parties**

#### **Article 18. Arrangement of Groups and Parties**

The provisions of this chapter apply to the conclusion of Arranged Travel Contract applied by a group of travellers who sets a responsible representative ("contract representative") and makes the same travel at the same time.

#### **Article 19. Contract Representative**

Unless a special contract is signed, the contract representative holds all of the representation of the travellers, forming the group or the party ("group member"), in concluding Arranged Travel Contract. Any business related to the travelling of the group or the party and the services in the first paragraph of Article 22 are dealt between the Company and the contract representative.

(2) The contract representative must submit the list of group members or notify the number of group members to the Company by the date the Company has specified.

(3) The Company takes no responsibility of the liabilities or obligations that the contract representative bears now or is expected to bear for the group members.

(4) In the case where the contract representative does not accompany the group or the party, the Company, after departure, regards one of the group members as a contract representative who has been pre-elected by the contract representative.

## **Article 20. Special Provisions of Contract Establishment**

When concluding Arranged Travel Contract with the contract representative, regardless of the provisions of the first paragraph in Article 5, the Company may accept to conclude Arranged Travel Contract without the application fee.

(2) In the case when Arranged Travel Contract is concluded without application fee based on the provisions of the preceding paragraph, the Company issues a document stating above information to the contract representative and Arranged Travel Contract shall be deemed established when such document is issued.

## **Article 21. Change of Group Members**

When a change of a group member is requested by the contract representative, the Company respond to the request as much as possible.

(2) The increase or decrease of the travel price due to the change in the preceding paragraph and the necessary expenses for the change shall be borne by the group member.

## **Article 22. Service of a Tour Conductor**

With the request of the contract representative, the Company may provide a tour conducting service by accompanying a tour conductor to the group or the party.

(2) The contents of the tour conducting service the tour conductor operates, in principle, shall be the necessary work for conducting the group activities on the predetermined travel itinerary.

(3) The time the tour conductor operates the tour conducting service is, in general, from 8 AM to 8 PM.

(4) When the Company provides the tour conducting service, the contract representative must pay the prescribed tour conducting service charges to the Company.

## **Chapter 6. Liability**

### **Article 23. Liability of the Company**

When, in carrying out Arranged Travel Contract, the Company or the agent who made the arrangement on behalf of the Company in accordance with the provisions of Article 4 ("arrangement agent") caused any damage to the traveller by intension or negligence, the Company fulfils the appointed liabilities and compensates for the damage. Provided, that the claim is made to the Company within 2 years from the day after the occurrence of the damage.

(2) When the traveller suffers the damage caused by the events that the Company or the arrangement agent could not foresee or avoid, such as natural disasters, wars, riots, closures of the transportations and accommodations, discontinuation of other travel services and/or the Foreign Office advising against travel to a particular destination, the Company, except for the case in the preceding paragraph, has no liabilities to compensate for the damage.

(3) For any loss of or damage to luggage stated in the first paragraph, regardless of the provisions of the same paragraph, provided that the claim is made to the Company within 14 days for the domestic travel, and 21 days for the international travel, from the day after the occurrence of the damage, the Company compensates up to 150,000yen per traveller (except for the case where it is caused by the Company's intention or gross negligence.)

### **Article 24. Liability of the Traveller**

When the Company suffers the damage caused by the traveller's intention or negligence, the traveller must compensate for the damage.

(2) When concluding Arranged Travel Contract, the traveller must strive to understand the right and obligation of the traveller and other contents of Arranged Travel Contract by using the information provided by the Company.

(3) If, on a rare possibility, the traveller noticed after departure that the travel services provided are different from the services in the contract document, the traveller must report so promptly to the Company, the Company's arrangement agent or the supplier of the travel services in order for the traveller to smoothly receive the travel services stated in the contract document.

## **Chapter 7. Security Money for Repayment Duty**

### **Article 25. Security Money for Repayment Duty**

The Company is an active member of Japan Association of Travel Agents (3-3 Kasumigaseki 3-Chome, Chiyoda-ku, Tokyo).

(2) For the claims arose in the travel dealings, the traveller or the group members who have concluded Arranged Travel Contract with the Company are entitled to receive the repayment up to the value of 2,200,000 yen from the security money for repayment duty deposited by Japan Association of Travel Agent mentioned in the preceding paragraph.

(3) The Company does not deposit the security money for sales business stated in the provisions of No.1 in Article 7 of Travel Agency Act as the Company pays its share of security money for repayment duty to Japan Association of Travel Agent in accordance with the provisions of No.1 in Article 22.10 of Travel Agency Act.