

Hiroshima Local Tours - Tour Conditions (取引条件説明書面)

February 11, 2019

These tour conditions shall apply to agent-organized package tours organized by Hiroshima Local Tours.

1. Purpose of Tour Conditions

These tour conditions shall become a part of the explanatory documents of the terms and conditions stipulated in Article 12-4 and the contract documents stipulated in Article 12-5 of the Travel Agency Act.

2. Agent-Organized Package Tour Contract

(1) This is a tour that Hiroshima Local Tours (hereinafter referred to as the "HLT") plans and carries out and the clients who participate in this tour are required to conclude an agent-organized tour package contract (hereinafter referred to as "Tour Contract") with HLT.

(2) HLT undertakes to provide tour arrangements and itinerary management so that clients can have travel services including transportation/accommodation provided by transportation/accommodation providers (hereinafter referred to as "Tour Services") in accordance with the tour itinerary determined by HLT.

(3) The terms and conditions of the Tour Contract are comprised of the brochure, these tour conditions, the final documents called as the final itinerary handed over before departure (hereinafter referred to as the "Final Tour Itinerary") and the section of the agent-organized tour contract in the standard terms and conditions of tour contracts of HLT (hereinafter referred to as the "HLT Terms and Conditions").

3. Application for Tour and Time of Entry into Effect of Contract

(1) When a person responsible for the contract as a representative of an organization or group applies for a tour, HLT shall regard the representative as having all authorization to conclude or cancel the contract.

(2) A person responsible for the contracts shall provide HLT with the names of members as part of booking requests.

(3) HLT shall not assume any obligations or responsibilities which arose in the past or will arise in the future and are owed by the person responsible for the contracts to group members.

(4) In case the person responsible for the contract does not accompany the group, HLT will regard one of the members appointed by such person in advance as the person responsible for the contract after the tour departure.

(5) A Tour Contract comes into effect when HLT's electronic acceptance notice of conclusion of the Tour Contract reaches the client.

4. Conditions for Application

(1) Clients under 15 years of age must be accompanied by a guardian.

(2) HLT may refuse participation if the client's age, qualifications, skills or other conditions which HLT specifies do not conform to those designated for tours aimed at specific client categories or purposes.

(3) HLT may refuse participation if HLT finds that the client is a member of an organized crime group, a related person of an organized crime group or part of any other anti-social forces.

(4) HLT may refuse participation if the client makes a demand with violence or an unreasonable demand or uses intimidating words or actions in relation to transactions with HLT.

(5) HLT may refuse participation if the client defames the reputation or interferes with the business of HLT by spreading rumors, using fraudulent means or resorting to force.

(6) Clients who request special attention due to chronic disease, general ill-health, pregnancy or physical handicaps must advise HLT of this when applying for the tour. HLT will respond.

(7) Independent activities of the client's own preference during the tour shall not be permitted in principle.

(8) HLT may refuse a client's participation if HLT determines that the client threatens to embarrass other participants or interfere with the collective activities of tour participants.

(9) HLT may also refuse a client's participation for tour operational reasons.

5. Delivery of Contract Documents and Final Tour Itinerary

(1) Promptly after a Tour Contract is concluded, HLT shall provide the itinerary, the tour conditions including the Tour Services and the contract documents referring to the responsibilities of HLT. Contract documents are comprised of the brochure and these tour conditions, etc.

6. Payment of Tour Price

The tour price shall be paid by cash before departure or credit cards through PayPal. Please refer to Article 24.

7. Tour Price

(1) Unless otherwise specified, clients 12 years of age or over shall be charged the adult price and those aged 6 to 11 (in the case of a package using an airplane, those aged 3 to 11) shall be charged the child price. Those aged 0 to 5 shall be charged the infant price.

(2) The tour price is indicated for each tour package. Clients are asked to confirm the tour price based on the departure date and the number of participants.

(3) The "tour price" shall be the basis for calculating the "cancellation fee" stipulated in Article 14 (1), "penalty charge" stipulated in Article 14 (3) and "compensation for changes" stipulated in Article 23. The "Tour Price" in advertisements or brochures shall be calculated as follows: "basic tour price (or standard tour price)" + "additional charges" - "discount amounts".

8. Included in the Tour Price

(1) The tariff and charge of the transportation providers expressly stated in the tour itinerary (economy class, unless indicated otherwise), accommodation costs, meal expenses, admission fees, entrance fees, consumption tax and other taxes.

(2) Other amounts as included in the tour price in the brochure.

Even when these expenses are not fully incurred due to the client's personal preferences, those amounts shall not be refunded in principle.

9. Not Included in the Tour Price

Charges and expenses other than those specified in Paragraphs (1) through (2) of the preceding Article are not included in the tour price such as:

(1) Expenses for lockers or deposit rooms of baggage;

(2) Laundry, telegrams, telephone, additional meals and drinks, and any other expenses of a personal nature and tax and service charges incidental to them;

(3) Tour price for an optional tour taken by only the applicant (a small excursion for an extra charge); and

(4) Transportation charges and accommodation fees between arrival/departure point and the client's home.

10. Additional Charges

The "additional charges" mentioned in Article 7 shall mean charges for "Upgrade Plans" if specified by HLT in brochures (excluding cases where they are already included in the "Tour Price"):

11. Revision of Tour Contract

If the following occur: natural disasters, wars, riots, suspension of Tour Services rendered by transport/accommodation providers, governmental orders, provision of transportation services not based on the original operational plan, or other circumstances beyond HLT's control, HLT may, even after conclusion of the Tour Contract, revise its itinerary and Tour Services when it is avoidable in order to conduct safe and smooth tour operation after HLT promptly explains to clients the reasons why such events are beyond HLT's control and the causal connection with the event. However, said explanation may be made after revisions in emergency circumstances.

12. Change in Tour Price

HLT will not change the tour price, additional charges or discount prices after the conclusion of the Tour Contracts except in the following cases:

(1) If the tariff and charges of the transportation providers used for the tour are revised considerably out of the range of those ordinary expected due to drastic changes in the economic conditions, HLT may revise its tour price in accordance with increases or reductions in transportation tariff and charges for the tour accordingly. If the tour price is increased, HLT shall notify clients on no later than the 15th day counting back from the day before the tour departure;

(2) In the event transportation tariff and charges are drastically reduced as provided in Paragraph (1), HLT shall reduce the tour price accordingly in accordance with Paragraph (1);

(3) In the event the itinerary changes and the costs for tour operation decrease, HLT shall reduce the tour price accordingly;

(4) In the event the itinerary changes in accordance with Article 11 and the travel costs for tour operation (including cancellation fees, penalty charges or other charges which have already been paid or need to be paid later for Tour Services which have not been provided due to a change in the contract) increase, except for cases where the services are provided but the contract has changed because of a shortage of seats, rooms or other facilities relating to the transportation or accommodation facilities, HLT shall change the tour price accordingly; and

(5) If HLT specifies that tour prices are dependent on the number of participants in the transportation and accommodation and there is a change in the number of participants due to reasons beyond HLT's control after the conclusion of the Tour Contract, HLT shall change the tour price within the range as specified in the tour documents.

13. Change of Tour Participant

A client who has entered into a Tour Contract may, with HLT's consent, transfer its status in the contract to a third party. In this case, the clients shall fill in the required information in the form provided by HLT and submit it to HLT. At the time, the clients shall pay a handling charge for the change of participant determined by HLT. This transfer of status in the contract shall become valid upon the consent of HLT and the transferee of the status in the Tour Contract shall hold all rights and assume all obligations in relation to the Tour Contract. HLT may reject such change if transportation or accommodation providers would not accept the change or for any other reason.

14. Cancellation Fees

(1) If a client cancels the tour for personal reasons after the conclusion of the Tour Contract, the client shall pay the cancellation fees described below unless otherwise stated in the brochure and clients remaining in

Hiroshima Local Tours

the tour shall pay the balance of additional per room costs associated with the change in number of participants.

Timing of Cancellation	Cancellation Fee
(1) If cancellation notice arrives at HLT no less than 21 days prior to the departure date of the tour (11 days in case of one day tour)	Not Required
(2) If cancellation notice arrives at HLT within 8 - 20 days prior to the departure date of the tour (8 - 10 days in case of one day tour)	20% of the tour price
(3) If cancellation notice arrives at HLT within 2 - 7 days prior to the departure date of the tour	30% of the tour price
(4) If cancellation notice arrives at HLT on the day immediately before the departure date of the tour	40% of the tour price
(5) If cancellation notice arrives at HLT before the departure time on the departure date of the tour	50% of the tour price
(6) If cancellation notice arrives at HLT after the departure time or no cancellation notice is received	100% of the tour price

* Timing of cancellation is based on Japan time.

(2) In case of cancellation due to a credit financing issues beyond HLT's control, the client shall pay the cancellation fees specified by HLT.

(3) If a client fails to pay the tour price by the due date, HLT will consider that the client has cancelled the Tour Contract as of the day following the due date, and the client shall pay a penalty charges equal to the amount of the cancellation fees.

(4) If a client changes the departure day or a part of the itinerary such as the tour package or accommodation due to his/her personal preferences, HLT shall consider this a cancellation of the entire tour and HLT shall charge the cancellation fees specified by HLT.

15. Cancellation before Departure

(1) Cancellation by Client

1 The client may cancel the Tour Contract at any time if they pay HLT the cancellation fee as stipulated in the brochure. HLT only accepts cancellation requests during the Japan business hours.

2 In any of the following cases, the clients may cancel the Tour Contract without paying a cancellation fee.

a. When the contents of the Tour Contract have been changed. However, such changes shall be limited to the cases listed in the left side of the table in Article 23 and other material cases;

b. When the tour price is increased in accordance with Article 12(1);

c. Safe and smooth tour operation becomes or is most likely to become impossible due to natural disaster, war, riot, suspension of Tour Services rendered by transportation/accommodation providers, governmental orders or other causes;

d. When the Company has not delivered the Final Tour Itinerary.

e. When tour operation becomes impossible due to reasons attributable to HLT.

3 HLT shall refund the remaining amount of the received tour price after deducting the cancellation fees specified by HLT when the Tour Contract is cancelled in accordance with Paragraph (1)1.

(2) Cancellation by HLT

1 If the client has not paid the tour price by the due date, HLT may cancel the Tour Contract. In such case, the client shall pay HLT a penalty charge of the same amount as the cancellation fee described in Paragraph (1)1.

2 In any of the following cases, HLT may cancel the Tour Contract:

a. When it becomes apparent that the client does not satisfy the gender, age, qualification, skill or other requirements specified by HLT in advance for participation in the tour;

b. When the client is found to be a person described in Article 4(3) through (5);

c. When the client is recognized as unfit to participate in the tour due to illness, absence of a necessary helper or for other reasons;

d. When HLT considers that the client may cause trouble for the other participants, or might otherwise interfere with the smooth operation of the group activities;

e. When the client makes demands beyond the reasonable scope of the details in the contract;

f. When the minimum number of participants as stipulated by HLT in the brochure has not been reached.

In such cases, HLT shall notify the clients of tour cancellation on no later than the 13th day (3rd day for one-day tours) prior to the day preceding the tour departure date;

g. When the necessary conditions as clearly specified by HLT in advance cannot be met or it is highly likely that such conditions will not be met, such as in the case of insufficient snowfall for ski tours; or

h. Safe and smooth tour operation of the tour itinerary as specified in the brochure becomes or is most likely to become impossible due to natural disaster, war, riot, suspension of Tour Services rendered by transportation and accommodation providers, governmental orders or other causes.

3 When HLT cancels the Tour Contract in accordance with Paragraph (2), it shall refund the tour price already received after deducting the applicable penalty charges. When HLT cancels a Tour Contract in accordance with Paragraph (2)2, HLT shall refund a full amount of the tour price already received from the client.

16. Cancellation after Departure

(1) Cancellation by Client

1 When the client leaves the tour group for personal reasons, HLT shall consider it a forfeiture of contractual rights and shall not make any refund.

2 If certain Tour Services cannot be provided as described in the brochure due to reasons not attributable to the client, the client may cancel the contract relevant to such Tour Services not provided without paying any cancellation fees.

3 In the case of Paragraph (1)2, HLT shall refund the amount relevant to the Tour Services which are not provided. Provided, however, that if such event is caused by reasons not attributable to HLT, HLT shall refund the remaining amount after deducting the cancellation fee, penalty charges or other expenses for the relevant Tour Services which have already been paid or will have to be paid.

(2) Cancellation by HLT

1 HLT may cancel a part of the Tour Contract after HLT explains to the clients in the following cases:

a. When HLT considers that the client is unable to continue the tour owing to illness, absence of a necessary helper or other reasons;

- b. When the client is found to be a person described in any of Article 4(3) through (5);
- c. When the client disobeys the instructions of HLT through the tour conductor or other person to conduct safe and smooth tour operation, or disturbs the order of group activities of tour participants by violence or menace towards these people or those accompanying them or jeopardizes the safe and smooth operation of the tour; and
- d. When the tour cannot continue due to war, riot, and suspension of Tour Services rendered by transportation and accommodation providers, governmental orders or other causes beyond HLT's control.

2 Effect of Cancellations and Refunds

If HLT cancels the Tour Contract in accordance with Paragraph 2(1) above, the cancellation fee or penalty charges or other charges which have already been paid or have to be paid to service providers of the Tour Services which have not been rendered due to cancellation of the contract, if any, shall be borne by the client. HLT shall refund the expenses for Tour Services which have not been rendered to the client after deducting the cancellation fee or penalty charges or other charges which have already been paid or will be paid to Tour Service providers.

3 When HLT cancels the Tour Contract in accordance with Paragraph (2)1 a. or d., HLT shall, at the client's request and expense, make necessary arrangements to return the client to the point of departure.

4 When HLT cancels the Tour Contract in accordance with Paragraph (2)1, the contractual relationship between HLT and the client shall be rescinded but not with retroactive effect. HLT's obligation in relation to the Tour Services that have been rendered to the client shall be deemed to have been validly fulfilled.

17. Refund of Travel Cost

(1) When HLT owes any liability to refund to a client in cases such as "tour price reduction in accordance with Article 12 (2), (3) or (5)", or "if either the client or HLT has cancelled the Tour Contract in accordance with Article 14 through 16", HLT shall make said refund within 7 days counting from the day after cancellation, in the case of a refund arising from cancellation before departure, and within 30 days counting from the day after the tour ends, as stipulated in the brochure in the case of a reduction in the tour price or refund due to cancellation after tour departure.

(2) Paragraph (1) shall not prevent clients or HLT from claiming compensation for damages in accordance with Article 19 (Liability of HLT) or Article 21 (Liability of Clients).

(3) Clients shall be required to request the refund at the tour sales office where they applied for the tour within one month from the planned tour departure day.

(4) All tour coupons already provided are required to be submitted when requesting a refund after the provision of tour coupons. Otherwise, HLT may not be able to make a refund of the tour price.

18. Tour Conductors

(1) A tour conductor shall accompany the tour packages indicated as accompanied by a tour conductor throughout the duration of the tour itinerary. The tour conductor shall, in principle, provide the services necessary for the smooth operation of the tour itinerary prescribed in the contract documents. Clients are required to follow the instructions of the tour conductor in order to maintain the safe and smooth operation of the itinerary during the tour. The tour conductor shall provide services, in principle, from 8:00 a.m. to 8:00 p.m.

(2) A local tour conductor shall accompany the tour packages indicated as accompanied by a local tour conductor from arrival at the destination to departure to the next destination. The local tour conductor shall provide the same services as the tour conductors mentioned in Paragraph (1).

(3) A tour conductor shall not accompany but a local assistant provides services necessary for smooth operation of the tour in the case of a package guided by a local assistant.

(4) Neither a tour conductor nor a local assistant shall accompany clients on individualized tours. Clients participating in such tours shall be responsible for managing the itinerary by themselves. HLT shall provide the clients with travel coupons and/or tickets for Tour Services, such clients shall make all arrangements for receiving the Tour Services by themselves. In the event of the suspension of services by transportation providers or sudden cancellation of travel for the client's own personal reasons, the client shall contact the tour sale agent in charge. Furthermore, if the client is unable to contact the tour sale agent due to it being on a non-business day or outside of regular business hours, the client shall make a cancellation notice or cancellation process of remaining services of reserved facilities (hotels, transportation facilities, etc.) by

himself/herself. Failure to make notification or processing for the purposes of cancellation of the remaining services will result in the waiver of the client's right and the customer may not be able to receive any refund.

(5) When events arise which require a change in the services because of the bad weather or other reasons during the sections where the local tour conductor does not accompany and the local assistant does not conduct its business, clients shall make arrangements for substitute services and the necessary procedures incidental to them.

19. Liability of HLT

(1) In performing its obligations under the terms of its Tour Contract for an agent-organized tour, if HLT causes damage to clients through wilful misconduct or negligence of HLT or HLT's agent, HLT shall be liable for such damage. However, this only applies if the notification is made to HLT within 2 years counting from the day following the occurrence of the damage.

(2) In principle, HLT shall not be liable for damage incurred by clients as stipulated in Paragraph (1) above caused by the following events:

(a) Natural disaster, war, civil riot and alteration or cancellation of a tour itinerary due to such events; (b) accidents during transportation or accommodation, damage by fire; (c) cessation of services rendered by transportation or accommodation providers, and alteration or cancellation of tour itinerary due to such events; (d) orders of governments, isolation resulting from infectious diseases, and alteration or cancellation of tour itinerary due to such events; (e) accidents during the clients' free activities; (f) food poisoning; (g) theft; or (h) delays, stoppages, changes of schedule and route by transportation providers, and alteration of tour itineraries and/or shortened stays at destinations due to such events.

(3) Notwithstanding the notification period of the damage as provided in Paragraph (1), HLT shall compensate for damage to baggage as provided in Paragraph (1) only when said damage is reported within 14 days counting from the day after the occurrence of such damage. The compensation shall be, regardless of the amount of the damage, up to a maximum of 150,000 yen per person (except for cases where HLT committed wilful misconduct or gross negligence).

20. Special Indemnification

(1) Regardless of whether or not HLT is liable as mentioned in the preceding Article (1), in accordance with HLT's Special Rules for Compensation of HLT Terms and Conditions, HLT shall pay compensation for death (15 million yen), compensation for permanent physical injuries (up to 15 million yen), cost of hospitalization (20,000 - 200,000 yen), cost of hospital visit (10,000 - 50,000 yen) and compensation for damage to baggage (up to 100,000 yen per item of baggage or pair of items and up to 150,000 yen per person for one agent-organized tour), for specific damage incurred by the clients' body, life or baggage, arising from sudden and accidental occurrence during an agent-organized tour.

(2) Notwithstanding Paragraph (1), a day when no Tour Services included in an agent-organized tour organized by HLT are provided shall not be considered as a day during an agent-organized tour unless otherwise mentioned in the relevant brochure.

(3) HLT shall not pay compensation or cost as stipulated in Paragraph (1) when damage suffered by clients during an agent-organized tour results from the client's wilful misconduct, driving while intoxicated and/or ill, or dangerous sports and activities such as mountain climbing (using mountain-climbing equipment such as ice axes, crampons, climbing rope hammers), luge, bobsledding, skydiving, hang-gliding, ultra-light plane flying (motor-driven hang-gliding, micro-light planes, ultra-light planes), gyro-plane flying which are not included in the agent-organized tour and are engaged in during the client's free time. Provided, however, that this is not applicable when these activities are included in the itinerary of the agent-organized tour.

(4) HLT shall not pay compensation for damage for exempted items listed in HLT Terms and Conditions such as cash, securities, credit cards, coupons, airplane tickets, passport, driver's licenses, visas, deposit receipts (including handbooks and bank cards), other data and similar items, contact lenses.

(5) In cases where HLT is liable for compensation as stipulated in Paragraph (1) and compensation for damage as stipulated in the preceding Article, when any one of the liabilities is met, both liabilities shall be regarded as met to the extent of the amount paid.

21. Liability of Clients

(1) The client shall be liable to HLT for damage suffered arising from the client's wilful misconduct,

negligence, illegal conduct or conduct against public order and good manners, or breach of HLT Terms and Conditions.

(2) Clients are required to make every effort to utilize information provided by HLT and to understand the details of the Tour Contract of the agent-organized tour including the rights and obligations of clients to conclude the agent-organized tour contract.

(3) After the departure of the tour, if a client finds that the Tour Services provided are different from that specified in the contract documents, in order for the client to receive Tour Services smoothly as provided in the contract documents, clients are required to report the discrepancy promptly at the local destination to the tour conductor, conciliator, local assistant guide, providers of Tour Services or the tour sales store where the application was made.

(4) HLT may take necessary measures if HLT considers that a client during the tour needs treatment due to illness or injuries or being in a condition requiring protection. In this case, if HLT is not responsible for such causes, the client shall bear all costs for such treatment and shall pay for such costs by the means and date designated by HLT.

(5) If the client loses the travel coupons provided by HLT, the client shall bear the cost and charges of transportation service providers to reissue said coupons. The tariffs and charges shall be the amount decided by such transportation service providers.

22. Optional Tour and Provision of Information

(1) In relation to the application of Article 20 (Special Indemnification) to a separate agent-organized tour arranged and operated by HLT with a separate participation fee targeted at clients who are participating in an agent-organized tour of HLT (hereinafter referred to as an "**Optional Tour**"), HLT shall treat it as part of the main agent-organized tour contract. HLT specifies in the brochures relating to Optional Tours that "the organizer is HLT".

(2) If it is stated in the brochure that the Optional Tour is operated by a company other than HLT, HLT shall pay the compensation for or cost of damage suffered by clients during the Optional Tour in accordance with

Article 20 (Special Indemnification) (provided, however, that this does not apply to cases where the date of the Optional Tour is not on the arranged date of the main agent-organized tour and also such is clearly mentioned in the brochure and the final documents). The responsibility of the tour operator of the Optional Tour and of the clients are all governed by the terms and conditions of such tour operator.

(3) Where HLT lists possible sports in its brochures merely for the purposes of providing information, HLT will clearly indicate this. In this case, the special indemnification provision of Article 20 shall apply to damage suffered by clients caused during the possible sports (provided, however, that this does not apply to cases where the date of the Optional Tour is not on the arranged date of the main agent-organized tour and also such is clearly mentioned in the brochure and the final documents). However, other than that, HLT shall not be responsible for any liability.

23. Itinerary Booking Guarantee

(1) Should material changes occur in the contents of the contract as stated in the left-hand column of the following table (except for changes mentioned in 1 through 3 below), HLT shall pay to the clients for compensation for changes by multiplying "tour prices" provided in Article 7 by the rate indicated in the right-hand column of the table within 30 days counting from the day after the tour ends. Provided, however that if it is apparent that HLT is liable in accordance with Article 19(1) in relation to such changes, HLT shall pay the amount not as compensation for changes but as either a portion or full amount of compensation for damage.

1 HLT shall not pay compensation for changes due to the following reasons (however, HLT shall pay compensation for changes if such changes are caused by a shortage of seats, rooms or other facilities of the transportation or accommodation service providers, even when such services are provided):

(a) bad weather and natural disasters, which hinder the tour itinerary; (b) war; (c) civil riots; (d) governmental orders; (e) suspension of Tour Services involving transportation or accommodation service providers such as cancellation, interruption, or cessation; (f) provision of transport services different from the original schedule; owing to delays or changes in operation schedules; and (g) necessary measures to secure tour participants' lives and bodies.

2 If a change occurs because of the cancellation of the Tour Contract in accordance with Articles 15 and 16, HLT shall not pay compensation for changes.

3 If the order of the Tour Services provided in the brochure changes but such services are provided to the clients during the tour, HLT shall not pay compensation for changes.

(2) Notwithstanding Paragraph (1) above, the maximum amount of compensation for changes paid by HLT per one organized Tour Contract shall be limited to the "tour price" stipulated in Article 7 multiplied by 15%. If payment of compensation for changes to one client is less than 1,000 yen per one Tour Contract, HLT shall not pay such compensation for changes.

(3) HLT may pay compensation by providing goods or services equivalent to compensation money with clients' consent instead of paying the compensation for changes or for damage in cash.

The amount of compensation for changes = the following rate per change multiplied by tour price

Change for which HLT shall pay compensation for changes	If clients are notified by a date prior to tour departure	If clients are notified after tour departure
(1) Change in tour departure or end date specified in tour brochure or final documents	1.5%	3.0%
(2) Changes in destination or entry to tourist spots and/or facilities (including restaurants) stated in tour brochures or final documents	1.0%	2.0%
(3) Changes in equipment of transportation facilities or down grade of the facilities as stated in tour brochures or final documents to those of lower cost (only when the total price of the grade and equipment of the facilities after change become less than those stated in the brochure or final documents)	1.0%	2.0%
(4) Changes in types of the transportation	1.0%	2.0%

facilities or the transportation company as stated in tour brochure or final documents		
(5) Change to other flight involving a change of domestic airports for departure or arrival of the tour stated in the tour brochures or the final documents	1.0%	2.0%
(6) Change in the international flights stated in the tour brochures or the final documents from direct flight to connecting flight or flight with stops	Not Applicable	Not Applicable
(7) Change in accommodation facilities or the name of the accommodation providers as stated in the tour brochures or the final documents	1.0%	2.0%
(8) Change in type of rooms, facilities, views of accommodation as stated in the tour brochures or the final documents	1.0%	2.0%
(9) Among the changes in items (1) through (8) above, the matters included in the tour title as stated in the tour brochures or the final documents	2.5%	5.0%

Note 1: In the event that changes occur between the details as set forth in the brochure and those in the final documents, or between the details set forth in the final documents and the actual Tour Services provided, each change shall be considered as one change.

Note 2: With regard to the changes set forth in (9) above, compensation rates set forth in (1) through (8) shall not apply, and the compensation rate set forth in (9) shall apply.

Note 3: For transportation facilities, one change shall be deemed as one change per ride or ship; for accommodation facilities, one change per overnight stay; and for other tour services, one change per item.

Note 4: In the event that multiple changes set forth in (4), (7), and (8) occur per ride or ship or per overnight stay, such changes shall nevertheless be deemed as one change per ride or ship, or as one change per overnight stay.

Note 5: In the event that the transportation facilities set forth in (3) and (4) accompany usage of accommodation facilities, changes shall be deemed as one change per overnight stay.

Note 6: For company name changes in transportation facilities as set forth in (4) and name changes in accommodation facilities as set forth in (7), this only means the cases where the facilities themselves change.

Note 7: Changes to a higher grade or facilities is not the case described in (4) above regarding company name changes made to transportation facilities.

24. Correspondence Contract

HLT accepts an application for the tour from a card holder (hereinafter referred to as a "**Card Holder**") of a credit card issued by credit card companies with which HLT have an alliance through PayPal under the condition that the tour price and cancellation fee shall be paid without the Card Holder's signature ("**Correspondence Contract**"). The terms and conditions of Correspondence Contract are different from the usual terms and conditions of the tour in the points below. (The type of cards acceptable will depend on PayPal.)

(1) "Card Use Day" means, in this Article, the date when the Card Holder or HLT pays the tour price or other amount or refunds debts in accordance with the Tour Contract.

(2) When requested by HLT E-mail after your application request, the credit card number and card expiration date and other matters must be notified to PayPal directly.

(3) Tour Contracts by way of Correspondence Contracts are concluded, in the case that HLT provides notice of acceptance of the tour contract by electronic means such as telephone or e-mail, when such notice reaches the client.

(4) HLT shall receive the payment of the "tour prices described in the brochure" and the "cancellation fee as provided in Article 14" by a credit card issued by the credit card companies through PayPal without a

signature of the Card Holder on the prescribed slip. In this case, the Card Use Day for the tour price shall be the day when the contract enters into effect.

(5) When a client cancels a contract, HLT shall refund the amount of the tour price less the amount of the cancellation fee within 7 days (30 days in the case of a reduction or cancellation after tour departure) counting from the day after the cancellation request date, which shall be the Card Use Day.

(6) If payment by the credit card presented by the Card Holder cannot be made due to credit reasons, HLT shall terminate Correspondence Contract and the Client must pay to HLT the tour price in cash by a date if HLT separately specifies. If the client is not able to pay by the due date, the client shall be charged a penalty charges equivalent to the cancellation fee described in Article 14(1).

25. Subscription to Domestic Travel Insurance

If a client is injured during a tour, treatment costs, transportation costs and other expenses may be high. In the case of an accident, compensation claims for damages against the assailant and the collection of compensation may be very difficult. To secure these, it is recommend that clients take out sufficient travel insurance themselves.

26. Handling of Personal Information

(1) When required, HLT obtains the clients' personal information described in HLT's application form. Clients may choose which personal information to provide to HLT at their own discretion but HLT may not be able to accept an application or request of a client if all or part of the personal information is not provided and HLT cannot contact the client or carry out the necessary procedures to arrange and provide the Tour Services. The tour handling officer at HLT handles the personal information except for the credit card information which is directly handled by PayPal with clients and HLT shall not possess any credit card information.

(2) HLT uses the personal information obtained in accordance with the preceding Paragraph to contact clients and use such information to the extent necessary for the process of arranging the Tour Services and receiving such services for the tour applied to by the client and provide such information to the

transportation and accommodation providers described in the brochure and insurance companies and arrangement agent by electronic means. In addition, HLT may use the clients' personal information (1) to request opinions and impressions after tour participation, (2) to request the completion of a questionnaire and (3) to formulate statistical documents.

(3) HLT may entrust part or the entire handling of the personal information provided in accordance with Paragraph (1) to other companies in relation to the tour conductor services or reference services at the airport. In this case, HLT shall choose such companies to entrust based on HLT's criteria and only entrust the personal information after first concluding a non-disclosure agreement.

27. Reference Date of Tour Conditions and Prices

The reference date of the tour conditions and tour prices are as specified in the brochures.

28. Others

(1) The client shall bear the expenses arising from his/her injury or illness, expenses incurred from the collection of lost baggage or articles left behind owing to personal negligence, as well as charges incurred by independent activity.

(2) HLT will not accept any exchange or return of products clients purchased.

(3) Under no circumstances HLT shall re-conduct a tour.

(5) When clients order alcoholic beverages, meals, and other services at inns or hotels, clients shall be liable for the relevant taxes including consumption tax.