

## UNA Laboratories Tour Participation Rules and Regulations

※Please read this document before applying

These rules and regulations shall stipulate a contract regarding application for tour participation, concluded between UNA Laboratories Inc. (hereinafter referred to as "the Company") and the participant. Furthermore, in the event of a discrepancy between the Tour Participation Rules and Regulations and conditions set forth in each tour's details, the tour details shall prevail. Matters not stipulated in these rules and regulations shall be governed by applicable local laws, regulations, and generally established customs.

### 1. Application and Conclusion of the Contract

- (1) A person or persons who wishes to apply for participation in the tour (hereinafter referred to as "the Prospective Participant(s)") must notify the office of the tour name, date, name of Prospective Participant(s), contact information and any other relevant matters.
- (2) When the office sends a notice of application acceptance to the Prospective Participant or representative of Prospective Participants via email, a contract for participation in the tour shall be concluded between the office and the Prospective Participant (or all Prospective Participants if there are multiple Prospective Participants in one application).
- (3) The above contract shall remain valid even if the email is not received due to circumstances of the Prospective Participant.
- (4) For customers with medical conditions/are ill, who use equipment such as wheelchairs, those with physical or mental disabilities, those with food and/or animal allergies, those who are pregnant, those who are accompanied by an assistance dog (guide dog, hearing dog, service dog), and others who require special provisions are requested to inform the Company at the time of registration. Please notify the Company immediately if any of the above conditions are met after the contract has been concluded. The Company will contact the customer and ask for specification on the measures that need to be implemented during the tour. When the Company is notified about any of the requests above, the Company will respond and complete necessary arrangements to such extent that is practicable and reasonable. In this case, the Company may ask the customer about her/his/their conditions and situation, measures required, and/or ask the customer to supply a document clarifying this information.
- (5) In order to ensure the safe and smooth implementation of the tour, the Company may require the customer to be accompanied by a caregiver or companion, the submission of a medical certificate from a doctor, and/or change the content of part of the tour itinerary. Furthermore, in the event that the company is unable to take the measures requested by the customer, the Company may refuse the application for the contract or cancel the contract. In principle, all costs resulting from such measures shall be borne by the customer.
- (6) For residents of the EEA (the 28 countries of the EU plus Iceland, Norway, and Liechtenstein), please note before applying that the Company does not comply with the EU General Data Protection Regulation (GDPR).

### 2. Included in the Tour Fare

Items included in the tour fare are only those specified in the itinerary as shown on the website and brochure(s): activities (cycling, walking, etc.), meals, sightseeing expenses (for admission, visitation, tour guide, etc.), transportation fares and fees (economy class unless otherwise noted), and taxes (however, this is limited to those published as of the reference date).

※ Even if the customer chooses not to use part of the services, the Company will not make refunds for the above fares.

### 3. Not Included in the Tour Fare

Charges and expenses other than those specified in the preceding Section 2 are not included in the tour fare. Some examples are as follows:

- (1) Transportation costs, meals, admission fees, and other expenses occurred during sections of the tour stipulated "free time," "free activity," "on your own," "at one's own expense," etc.
- (2) Costs (travel, accommodation, etc.) between the customer's home and the start and end points of the itinerary.
- (3) Cost of optional tours available only to those who wish to participate.
- (4) Medical expenses for injuries and illness.

### 4. Changes in the Contents of the Contract and Tour Fees

The Company may, in some cases, change the tour itinerary, tour service, and other details of the Tour Contract for reasons such as natural disasters, wars, riots, suspension of services rendered by transportation and/or accommodation providers, government orders, and/or other circumstances which are beyond the Company's control. In addition the tour price may be changed due to the above changes. Furthermore, the tour price may be changed in the event of a significant change in transportation fees and charges to a much greater extent than would be normally expected, due to significant fluctuations in economic conditions.

### 5. Changes in Customer

A customer may, with the Company's consent, transfer her/his/their status in the contract to a third party. In this case, the customers shall fill in the required information in the forms provided by the Company and submit it to the Company together with the specified handling fee.

### 6. Cancellation of Contract by the Customer and Refund - Before Commencement of Tour

(1) The customer may cancel the contract by paying a cancellation fee as stipulated in the chart below.

(2)

Date of Cancellation	Cancellation Fee
If a cancellation is made on or before 4 days prior to the tour start date	0% of the tour fee
If a cancellation is made 3 days prior to the tour start date ~ the day prior to the tour start date	50% of the tour fee
If a cancellation is made on the tour start date or in the case of a no-show	100% of the tour fee

(3) In any of the following cases, the customer may cancel the contract prior to the start of the tour without paying a cancellation fee. In such a case, the full amount of the tour fee already paid will be refunded within 7 days of the day following the date of cancellation.

- a. A change in the contract.
- b. If the tour price is increased in accordance with the provisions outlined in Section 4.
- c. In the event that it becomes impossible to carry out the tour according to the contract document, for reasons attributable to the Company.

### 7. Cancellation of Contract by the Company - Before Commencement of Travel

- (1) If the customer is unable to pay the tour fee by the date specified by the Company, the Company may cancel the contract. In this case, the customer shall pay a penalty fee of the amount equivalent to the cancellation fee specified in the preceding section.
- (2) The tour may be cancelled if the number of participants does not reach the minimum number required or when it becomes impossible to conduct the tour due to reasons attributable to the Company. In this case, the Company shall notify the customer(s) on or before the date prior to the start of the tour, refund the full amount of the tour fee already received from the customer, and cancel the contract for the tour in question.

### 8. Cancellation of Contract After Commencement of Travel

- (1) Cancellation of Contract by Customer and Refund
  - a. If a customer leaves the group during the course of the tour, the customer will be deemed to have waived her/his/their rights and the Company will not refund any payments.
  - b. If certain services cannot be provided as stipulated in the schedule for reasons beyond customer responsibility, relevant portions of the contract may be canceled without penalty, with the appropriate refund deducted from the total tour fare. However, in the case of a cause not attributable to the Company, the Company shall refund the part in question after deducting the cancellation fee, penalty fee, and other fees already paid or to be paid in the future for the relevant portion.
- (2) Cancellation of Contract by the Company and Refund
 

The Company may cancel the contract in the following cases. In such cases, the Company will refund to the customer the portion of the tour price that applies to services not yet received, minus a cancellation fee, a penalty fee, and other expenses that the customer has already paid or will have to pay for the part in question, within 30 days from the day following the end of the tour.

  - a. When the customer is unable to continue the tour owing to illness or other factors.
  - b. When the customer disturbs the order of group activities through negligence of instructions from tour guide and/or other instructions from the Company, conducts violent deeds or menace towards other participants which jeopardizes the safe and smooth implementation of the tour.
  - c. When it becomes impossible to continue the tour due to natural disasters, wars, riots, suspension of services rendered by transportation and/or accommodation providers, government orders, and/or other circumstances which are beyond the Company's control.

### 9. Organization and Group Contracts

- (1) When an application is received from the organization or group Contract Representative, the Company shall assume that the Contract Representative has complete proxy agency over all matters relating to the execution and termination of contracts etc., and conduct transactions relating to the contract with the Contract Representative.
- (2) The Company does not assume responsibility for any obligations or liabilities to Constituent Members that the Contract Representative currently has or may be expected to have in the future.

- (3) In cases where the Contract Representative does not accompany her/his/their 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 commencement of the tour.

#### 10. Liability of the Company

- (1) In fulfilling its obligations under the terms of the contract, if the Company causes damage to customers through willful misconduct or negligence by the Company or its agent (hereinafter referred to as "Business Agent"), the Company shall be liable for such damage. However, such compensation shall be limited to cases where notice has been given to the Company within two years from the day following the occurrence of the damage.
- (2) The Company shall compensate for damages to baggage up to ¥150,000 per traveler (except in the case of willful or gross negligence on the part of the Company), and only in cases where the Company has been notified of the damages within 14 days after the date of their occurrence.

#### 11. Liability of the Customer

- (1) In cases where the Company has suffered damages due to the willful misconduct or negligence of a customer, the said customer shall be required to compensate the Company for such damages.
- (2) Customers are required to make every effort to utilize information provided by the Company to understand the participants' rights, obligations, and other details written in the contract.
- (3) After tour departure, if a customer finds that the services provided are different from the specified contents, customers are required to report the discrepancy promptly during the tour to the Company or the provider of said service.

#### 12. Special Indemnity

In the event the customer suffers certain damages to life, body, or baggage caused by an accidental and sudden external injury or accident during participation in the tour, regardless of whether or not responsibility falls on the Company, the Company shall pay a pre-determined amount of indemnity for death, hospitalization, hospital visit, and damage to personal belongings. However, bacterial food poisoning etc. are not included.

#### 13. Prohibited Behaviors

Participants shall not engage in any of the following acts in their agreement with the Company.

- (1) Acts that violate or may violate the copyrights, property rights, privacy or other rights of other participants, third parties, or the Company.
- (2) In addition to the above, any act that causes or is likely to cause disadvantage or damages to other participants, third parties, or the Company.
- (3) Defamation of other participants, third parties, or the Company.
- (4) Acts that are or may be offensive to public order and morals, or acts that provide information to other participants or third parties that is offensive to public order and morals.
- (5) Any commercial activity or preparation for such activity through, or in connection with, a contract with the Company without the Company's consent.
- (6) Violating or threatening to violate laws and regulations.
- (7) Any other act that the Company deems inappropriate.

#### 14. Exclusion of Anti Social Forces

- (1) The customer shall present to the Company that she/he/they is not a member of, or involved in, an organized crime group or other anti-social forces and shall assure to the Company that she/he/they will not fall under such a category in the future.

- (2) The customer shall assure the Company that she/he/they will not perform any of the following acts, either themselves or through a third party:
- a. Violent demands.
  - b. Unreasonable demands beyond their legal entitlement.
  - c. Use of intimidating words or violent actions in connection with a transaction.
  - d. Damaging the credit or obstructing the business of the Company through the spread of false rumors or through deception.
  - e. Any other actions equivalent to those above.
- (3) The Company may immediately terminate the agreement with the participant without notice or any procedure if the participant violates, or is reasonably suspected to have violated, the assurances set forth in Section 16 (1) and (2). Furthermore, the Company shall not be liable for any losses or damages occurred by the participant arising out of, or in connection with such termination.

#### 15. Privacy Policy

- (1) The Company will retain, as personal data, personal information provided by the customer during application via telephone, internet, and other means of communication, or by filling out the tour application form, participation confirmation form, questionnaires/surveys, etc. The Company, its group companies, and commissioned travel agents (dealers) will use the personal information for communication with the customer. The Company will also use personal data to make arrangements for the provision of transportation services etc. for the tour(s) the customer has applied for, and for conducting the procedures necessary to receive these services. When applying for tour services, the customer will be asked to consent to the provision of such personal data.
- ※ In addition, the Company and its group companies may use customers' personal information in the following:
- ① Books published by the Company and other travel advertisements and information
  - ② Information on the products, services, and campaigns of the Company and affiliated companies
  - ③ Insurance and other such guidance
  - ④ Post-tour feedback and surveys
  - ⑤ The provision of special services
  - ⑥ Preparation of statistical data
  - ⑦ Guidance for taking part in the Company's business
- (2) Among the personal information of customers the Company retains, it shares with its group companies the following: address, name, telephone number, date of birth, gender, purchase history, and email address, for the purposes of product development and introduction, sales promotion activities, and to contact and respond to customers.
- (3) Please refer to the Company's website for the names of group companies ([https://unalabs.jp/#sec\\_companies](https://unalabs.jp/#sec_companies)).
- Regarding Optional Insurance  
We recommend that customers purchase domestic travel insurance for the trip.
  - Regarding Re-conducting Tours  
Under no circumstances shall the Company re-conduct a tour.
  - Reference Date  
This document, Participation Rules and Regulations, takes March 15th, 2021 to be the reference date.
  - Changes to the Rules and Regulations  
These rules and regulations are subject to change without prior notice due to circumstances of the Company.

This document is a translation of the Japanese original. If there are any discrepancies between this translation and the Japanese original, the Japanese original shall prevail.