# Tour Terms and Conditions: Domestic Agent-Organized Tour

\*Please read this document before applying for tour services.

(Explanatory Document of the Terms and Conditions of Travel set forth in Article 12-4 of the Travel Agency Act)

(Contract Document set forth in Article 12-5 of the Travel Agency Act)

## 1. Tour Terms and Conditions: Domestic Agent-Organized Tour

- (1) UNA Laboratories Inc. (hereinafter referred to as "the Company") will arrange for the provision of transportation, accommodation, and other services provided by transportation, accommodation, and tourism program providers, in accordance with the itinerary specified by the Company, and the Company will assume the management of the itinerary.
- (2) The content and conditions of the Tour Terms and Conditions, in addition to conditions as specified herein, are subject to those conditions specified in each tour itinerary, homepage (travel guidance), in the final document handed to customers before departure (hereinafter referred to as "Confirmation Letter") and the Company's Standard Conditions of Travel Agency Business (Agent-Organized Tour Contract Part). For those who require a copy of the Standard General Conditions of Travel Agency Business, please place an inquiry with the Company. Furthermore, the Standard General Conditions of Travel Agency Business can be accessed via the Company website: https://unalabs.jp/

# 2. Application for Agent-Organized Tour and Conclusion of the Tour Contract

- (1) The Company accepts reservations for the Tour Contract by telephone, internet, and other means of communication.
- (2) The tour fee must be paid in full at least 21 days (11 days for day trips) prior to the day before the start of the tour.
- (3) Children under 15 years old must be accompanied by a parent or guardian. If a participant between ages 15 and 20 wishes to attend the tour independently, written consent from a parent or guardian is required.
- (4) The Tour Contract shall enter into effect upon the Company's consent to the conclusion of the contract and receipt of part or all of the tour fee (application fee for tours where the Company has stipulated an application fee). Furthermore, when the Company receives part or all of the tour fee (application fee for tours where the Company has stipulated an application fee) from the representative (hereinafter referred to as the "Contract Representative") of travelers who constitute an organization or group (hereinafter referred to as "Constituent Member"), the tour contract is considered to have been established for the entire organization or group. However, this shall not apply to the case where each participant has notified the Company at the time of application that they will pay separately.
- (5) Applications for tours aimed at specific traveler categories may be rejected if the applicant does not meet the prerequisites designated by the Company, such as gender, age, qualifications, skills, and other requirements.
- (6) 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 Tour Contract has been concluded. The Company will contact the customer and ask for specification on the measures that need to be implemented during travel. 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 their conditions and situation, measures required, and/or ask the customer to supply a document clarifying this information.
- (7) If the Company deems that a customer requires protection due to illness or injury during the tour, the Company may take the necessary measures. In such cases, when the situation is due to reasons not attributable to the Company, the customer shall bear the expenses of said measures, and the customer shall pay said expenses using the method designated by the Company by the due date designated by the Company.
- (8) In order to ensure the safe and smooth implementation of travel, 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 Tour Contract or cancel the Tour Contract. In principle, all costs resulting from such measures shall be borne by the customer.

- (9) If the itinerary, accommodation, and name of transportation cannot be confirmed at the time of application, the Company will send a Confirmation Letter with confirmed details to the customer at least one day before the start of the tour. However, in the case of an application made less than 7 days before the tour start date, the Confirmation Letter may be given on the start day of the tour. Please note that even before the specified deadline, the Company will explain the status of arrangements if contacted by the customer.
- (10) 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).

#### 3. Items included in the Tour Fare

Tourism program fee, activities (cycling, walking, etc.), accommodation, 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) as shown on the website and brochure(s).

- \* Even if the customer chooses not to use part of the services, the Company will not make refunds for the above fares.
- \* Food, bedding, and train seats are not provided for infants.

#### 4. Items not Included in the Tour Fare

Charges and expenses other than those specified in the preceding Section 3 are not included in the tour fare. Some examples are as follows:

- (1) Transportation, meals, admission fees, and other expenses occurred during sections of the travel itinerary stipulated "free time," "free activity," "on your own," "at one's own expense," etc.
- Excess baggage (in excess of the regulated weight, volume, and/or quantity).
- (3) Laundry, telephone, additional meals and drinks, and any other expenses of personal nature, as well as associated taxes and service fees.
- (4) Costs (travel, accommodation, etc.) between the customer's home and the start and end points of the itinerary.
- (5) Cost of optional tours available only to those who wish to participate.
- (6) Domestic airport facility charges and taxes published after the reference date.
- (7) Medical expenses for injuries and illness.

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

- (1) 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, tourism program providers, etc., 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. In the case of an increase, the Company will notify participants before the 15th day prior to the day preceding the tour start date; however, when avoidable in case of emergency, the explanation will be given after the change is made
- (2) When the tour fee is reduced pursuant to the provisions of Item (1) of this clause, the tour fee will only be reduced by the amount of decreased fares or fees of the transportation services used. If the tour fee has already been paid, a refund will be made within 30 days from the day following the end of the tour as stated in the Contract Document.
- (3) If a change in the content of the contract pursuant to the provisions of Item (1) of this clause causes a decrease or increase in the expenses (including cancellation fees, penalty fees, and other expenses already paid or to be paid for the travel services that were not provided due to said change in the content of the contract) required for the implementation of the tour (except in the case of an increase in expenses due to a shortage of seats, rooms or other facilities of the transportation and/or accommodation provider, despite said transportation and/or accommodation providing said travel services), the tour fee may be changed within the scope of said change in the content of the contract.
- (4) In the event that the Company has stated in the Contract Document that the tour fee will vary depending on the number of persons using transportation and/or accommodation facilities, if the number of persons using such facilities changes for reasons not attributable to the Company after the conclusion of the Tour Contract, the Company shall change the amount of the tour fee in accordance with the provisions stated in the

#### 6. Changes in Customer

A customer may, with the Company's consent, transfer 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.

# 7. Cancellation of Tour Contract by the Customer and Refund Before Commencement of Travel

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

The date of cancellation of the Tour Contract shall be based on the timing at which the customer makes a request for cancellation during the business days and business hours of the Company, and any other requests shall be deemed to have been made on the next business day.

(2) Dates of cancellation and cancellation fees

Date of Cancellation	Tours with Accomodatio n	Day-trip Tours	
If a cancellation is made on or after 20 days until 8 days prior to the tour start date.	20% of the tour fee	_	
If a cancellation is made on or after 7 days until 4 days prior to the tour start date.	30% of the tour fee	_	
If a cancellation is made on or after 3 days until 2 days prior to the tour start date.	30% of the tour fee		
If a cancellation is made on the day preceding the tour start date.	40% of the tour fee		
If a cancellation is made before the departure time on the tour start date.	50% of the tour fee		
If a cancellation is made after the commencement of travel 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 Tour 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, provided that such change is limited to the major alterations listed as "Alterations Requiring Payment of Indemnity " in accordance with Section 14 covered by the Travel Itinerary Guarantee.
  - b. If the tour price is increased in accordance with the provisions outlined in Section 5.
  - c. When the Company fails to deliver the Confirmation Letter by the day before the tour start date.
  - d.In the event that it becomes impossible to carry out the tour according to the tour itinerary described in the Contract Document, for reasons attributable to the Company.
- (4) When the Tour Contract is cancelled pursuant to Item (1) of this clause, the Company will make a refund after deducting the prescribed cancellation fee from the tour fee (or application fee) already received by the Company. If the cancellation fee is not covered by the application fee, the difference will be charged. Also, if the Tour Contract is cancelled in pursuant to Item (3) of this clause, the full amount of the tour fee (or application fee) already received will be refunded within 7 days from the day following the date of cancellation.

# 8. Cancellation of Tour 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 Tour 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) In the following cases, the Company may cancel the Tour Contract before the commencement of the tour and will explain said reason to the customer.
- a. When it becomes clear that the customer does not meet the conditions, including gender, age, qualifications, skills, and other requirements, specified in advance by the Company for participants.
- b. When the Company deems that the customer is unable to endure the trip

- due to illness, absence of necessary caregivers, or other reasons.
- c. When the customer demands the Company assume an unreasonable burden in relation to the content of the contract.
- d. The tour may be cancelled if the number of participants does not reach the minimum number required as stipulated by the Company. In this case, the Company shall notify the customers at least 13 days (for day trips, 3 days) prior to the start of the tour, refund the full amount of the tour fee already received from the customer, and cancel the Tour Contract for the tour in question.
- e. When there is a significant risk that the conditions specified at the time of conclusion of the contract will not be fulfilled, such as the amount of snowfall required for a trip for the purpose of skiing.
- f. In the event of an act of nature, war, riot, suspension of services provided by transportation, accommodation, or tourism program providers, etc., an order from a government office, or other causes beyond the Company's control, when the safe and smooth implementation of the tour according to the itinerary described in the Contract Document becomes impossible or is very likely to become impossible.
- g. When a customer is found to have violated Clause 15 or 16.

#### 9. Cancellation of Tour Contract After Commencement of Travel

- (1) Cancellation of Tour 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 their rights and the Company will not refund any payments.
  - b. If certain tour services cannot be provided as stipulated in the final itinerary 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 been paid or to be paid in the future for the relevant portion.
- (2) Cancellation of Tour Contract by the Company and Refund
  - The Company may cancel the Tour Contract in the following cases. In such cases, the Company will refund to the customer the portion of the tour price 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 conductors 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 an act of nature, wars, riots, suspension of services rendered by transportation and/or accommodation providers, or tourism program providers, etc., government orders, and/or other circumstances which are beyond the Company's control.

#### 10. Organization and Group Contracts

- (1) When an application for travel 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 translations relating to the contract with the Contract Representative.
- (2) The Contract Representative must submit a list of Constituent Members to the Company on or before a date to be determined by the Company.
- (3) 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.
- (4) In cases where the Contract Representative does not accompany 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.

# 11. Liability of the Company

- (1) In fulfilling its obligations under the terms of the Tour 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.
- (3) When damages are suffered due to an act of nature, war, riot, suspension

of services provided by transportation, accommodation, or tourism program providers, an order from a government office, or other causes reasons beyond the Company's control (such as quarantine due to infectious disease, the spread of an infectious disease, an accident during free activities, food poisoning, theft, delay or interruption of transportation, or change of itinerary or shortening of stay at the destination caused by such events), the Company shall not be liable to pay compensation for damages (including, but not limited to, transportation and accommodation expenses for participating in travel and other services), excepted in cases set forth in Item (1) of this clause

## 12. 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 rights, obligations, and other details of the Tour Contract.
- (3) After tour departure, if a customer finds that the tour services provided are different from that specified in the Contract Document, customers are required to report the discrepancy promptly at the local destination to the Company or the provider of said tour service.
- (4) In the event of an accident or other incident during the trip, please notify the Company immediately at the contact point provided in the confirmation document. (If there are circumstances that make notification impossible, please notify the Company as soon as said circumstances have ceased to exist.)

#### 13. 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, pursuant to the special indemnity regulations of the Company's Standard General Conditions of Travel Agency Business, a pre-determined amount of indemnity for death, hospitalization, hospital visit, and damage to personal belongings. However, the following cases are not included:

- (1) Bacterial food poisoning
- (2) Damages suffered by the customer on a day that no travel services are provided by the Company.
- (3) Instances arising from of a customer's intentional act, drunk driving, intentional violation of laws and regulations, receipt of services provided in violation of laws and regulations, or an accident during a hazardous activity.
- (4) Instances arising from an accident caused by an earthquake, eruption, or tsunami and or an accident caused by the disruption of order resulting from these events.

# 14. Travel Itinerary Guarantee

- (1) In the case that the Company makes a major alteration to the contract content as outlined in the schedule below, "Alterations Requiring Payment of Indemnity," indemnity shall be calculated by multiplying the rates recorded in the right hand column of the table below by the tour fee, and the Company shall pay this amount within 30 days from the day immediately following the completion of the tour. However, alterations caused by overbooked transportation and accommodation facilities, etc. are excluded, regardless if said tour service is provided by such transportation and accommodation facilities, etc.
  - a. Alterations due to the following causes:
    - (a) Act of nature (b) War (c) Riot (d) Government order (e) Suspension of services rendered by transportation and/or accommodation providers (f) Offering a transportation service not included in the original travel plan (g) Measures required to ensure the safety of the life and body of tour participants
  - b. When a Tour Contract is terminated in accordance with the provisions of Clauses 7, 8, and 9, alterations related to the terminated portion(s) of the contract.
- (2) The maximum amount of alteration indemnity payable by the Company, per customer per tour shall be 15% the tour fee. However, in the case that the amount of alteration indemnity per traveler per tour falls below ¥1.000, the Company will not pay the alteration indemnity.
- (3) Upon consent of the customer, the Company may substitute the payment of monetary indemnity for the provision of goods or travel services of equal or greater value.
- (4) If after the Company has paid indemnity for alterations based on the provisions of this section, and it becomes clear that the Company bears liability in accordance to the provisions of Clause 11, the Company shall pay the difference between the compensation for damages due to be paid, and the alteration indemnity already paid.

Alterations Requiring Payment of Indemnity	Percentage per Case (%)	
	Prior to the Start of the Tour	After the Start of the Tour
Alterations in the tour departure or end date specified in the Contract Document.	1.5	3.0
2. Alterations to sightseeing locations or facilities (including restaurants) and other travel destinations stated in the Contract Document.	1.0	2.0
3. Alterations to the class or facilities of transportation to those of lower rates than those described in the Contract Document (but limited only to cases where the total charged amount for altering the said class and facilities falls below the total amount for that as specified in the Contract Document).	1.0	2.0
4. Alterations to the class of the transportation facilities or in the names of companies as specified in the Contract Document.	1.0	2.0
5. Alterations to different flights at the departure airport or destination airport in Japan from those as specified in the Contract Document.	1.0	2.0
6. Alterations to the type or name of accommodation facilities as specified in the Contract Document (This does not apply to cases when the Company has fixed the class of the accommodation facility and the class of the accommodation facility after the change exceeds the class of the accommodation facilities specified in the Contract Document).	1.0	2.0
7. Alterations to the conditions of guest rooms of accommodation facilities as specified in the Tour Contract documents, such as the type of guest rooms, equipment, views, etc.	1.0	2.0
8. Among the alterations the items above, the matters included in the tour title as stated in the Contract Document.	2.0	5.0

Note 1: In the above schedule, "Prior to 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 Confirmation Letter has been issued, "Contract Document" is read as the "Confirmation Letter" and the above schedule applies as well. In such a case, if any alterations are made between the described contents of the Contract Document and the described contents of the Confirmation Letter, or between the described contents of the Confirmation Letter and the contents of the service actually offered, the respective alterations shall be treated as a single Note 3: Even if the alterations described in Items 3, 4, 6 or 7 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 4: With regard to changes set forth in Item 8 above, compensation rates set forth in Items 1 through 7 shall not apply, and the compensation rate set forth in Item 8 shall apply.

# 15. Prohibited Behaviors

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

- 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.

#### 16. Exclusion of Antisocial Forces

- (1) The customer shall present to the Company that they are not a member of, or involved in, an organized crime group or other antisocial forces and shall assure to the Company that they will not fall under such a category in the future.
- (2) The customer shall assure the Company that 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 Clause 16, Items (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.

#### 17. 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 services provided by transportation and accommodation facilities etc. for the tour(s) the customer has applied for, and for 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
  - ②Information on the products, services, and campaigns of the Company and affiliated companies
  - 3 Insurance and other such guidance
  - 4) Post-trip feedback and surveys
  - (5) The provision of special services
  - ®Preparation of statistical data
  - @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).
- (4) The Company will ask for the personal information of customers' domestic contacts to prepare in case of injury and/or illness during the trip. The customer shall obtain consent from their domestic contacts to provide the Company with personal information.

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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.

O Reference Date

This document, Tour Terms and Conditions, takes September 1, 2021 to be the reference date.

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.