

## Tour Terms and Conditions: Tailor-made 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. Tailor-made Tour Contract: Tour Terms and Conditions

- (1) A Tailor-made Tour Contract (hereinafter simply referred to as "Contract") refers to a tour contract whereby the Company, at the request of the customer, prepares a tour plan specifying the purpose and itinerary of the tour, the details of transportation and other services to be provided to the customer, and the amount of the tour fee to be paid by the customer to the Company, and the Company implements the tour according to said Contract.
- (2) In cases where the Company agrees to make travel arrangements at the request of the customer, the Company will, except as provided in the itinerary (course) and the Tour Terms Conditions (or quotation), make arrangements as outlined below. This Explanatory Document of the Terms and Conditions of Travel will become a part of the contract document when the Contract is concluded.

### 2. Application for a Contract

- (1) A customer who wishes to apply for a Contract for the content of the plan issued by the Company to the customer shall complete the prescribed items on the application form designated by the Company and submit it to the Company together with the application fee in the amount separately stipulated by the Company.
- (2) When the Company receives an application for a tour from a person responsible for the Contract as the representative (hereinafter referred to as the "Contract Representative") of the travelers who constitute an organization or group, the Contract Representative will be deemed as possessing all the rights of representation regarding the conclusion, cancellation, etc. of the contract.
- (3) The Contract Representative must submit a list of constituent members to the Company by the date stipulated by the Company.
- (4) The Company shall assume no liability for any debts or obligations that the Contract Representative currently owes or may be expected to owe to the constituent members in the future.
- (5) In the event that the Contract Representative does not accompany the organization or group, the Company shall deem a member of the organization or group appointed by the Contract representative in advance to be the Contract representative after the commencement of the tour.
- (6) For customers with medical conditions, those 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 possible 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.

The cost of any special measures taken by the Company on behalf of the customer at their request shall be borne by the customer.

- (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.

### 3. Refusal of Contract

The Company may not agree to the conclusion of a contract in any of the following cases:

- (1) When there is an operational necessity at the Company
- (2) When the customer intends to conclude a communications contract and is unable to settle all or part of their obligations pertaining to the tour fee in accordance with the affiliated credit card company cardholder agreement due to the invalidity of the customer's credit card or other such reason.
- (3) If there is a risk of causing inconvenience to the other travelers who are customers or disturbing the smooth implementation of group activities.
- (4) If a traveler is deemed to be an organized crime group member, an associate member of an organized crime group, a person affiliated with an organized crime group, a company associated with an organized crime

group, a corporate extortionist, or other kind of antisocial force.

(5) If a traveler makes violent or unreasonable demands, or uses threatening language or violence in connection to their transactions with the Company, or commits any other similar act.

(6) If a traveler spreads rumors, engages in deceptive practices, or uses force to damage the reputation of the Company or interfere with the operations of the Company, or commits any other similar act.

### 4. Timing of Contract Conclusion

- (1) The Contract is concluded when the Company consents to the conclusion of the Contract and receives the application fee.
- (2) The Company, upon a special written agreement, may accept an application for a Contract without payment of an application fee. In such a case, the Contract comes into effect at the time said special written agreement is issued.
- (3) The application fee shall be applied to the tour fee, cancellation fee, and any other money the customer is to pay to the Company.
- (4) Notwithstanding the provisions of Item (1), a communications contract shall take effect when, after the Company receives a notice of acceptance from the customer, a notification reaches the customer informing them of the Company's acceptance of said application.

### 5. Issuance of the Contract Document

(1) Promptly after the conclusion of the Contract, the Company shall issue to the customer a Contract Document describing the itinerary, details of tour services, the tour fee and other tour terms and conditions as well as the Company's responsibilities.

(2) When the Company issues the Contract Document, the scope of tour services that the Company is obligated to arrange and the itinerary it is obligated to manage in accordance with the Contract shall be as described in the Contract Document set forth in the preceding item.

### 6. Conferral of Finalized Document

(1) In the event that the finalized itinerary or the names of the transportation and/or accommodation providers cannot be stated in the Contract Document, the Contract Document shall state the names of the accommodation providers that are scheduled to be used and the names of the transportation providers that are important for presentation purposes, and the Contract Document indicating the finalized status of these matters shall be issued by the date specified in said Contract Document and no later than the day before the commencement of the tour (or the date no earlier than the seventh day from the day before the commencement of the tour when the application for the Contract is made after the date of issuance of said Contract Document).

(2) In the preceding item, if the Company receives an inquiry from a customer who wishes to confirm the status of arrangements, the Company shall respond promptly and appropriately even before the issuance of the Confirmation Document.

(3) When the Company issues a finalized document, the scope of tour services that the Company is obligated to arrange and the itinerary it is obligated to manage shall be specified in the said finalized document.

### 7. Timing of Tour Fee Payment and Changes to the Tour Fee

(1) The amount of the tour fee will be stated in the tailor-made tour plan document. The tour fee must be paid by the date specified by the Company before the tour departure date.

(2) In the event that the applicable transportation rates and charges of the transportation provider to be used, having been publicly announced and effective as of the reference date stated in the tour plan document, are revised significantly beyond the extent that is normally expected due to significant changes in economic conditions, etc., the tour fee may be increased or decreased by the difference. If the Company increases the tour fee, the Company shall notify the customer 15 days prior to the day before the departure date of the tour, in which case the customer may cancel the Contract without paying the planning fee or cancellation fee prior to the commencement date of the tour. If applicable fares and charges are reduced, the tour fee will be reduced by the difference.

(3) 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 services provided by transportation, accommodation, and tourism program providers, etc., if the number of persons using such services 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 Contract Document.

## 8. Changes to the Content of the Contract

- (1) When a customer requests changes to the Contract, the Company will comply with the customer's request to the greatest extent possible. In such cases, the Company may change the tour fee.
- (2) In the event of an act of nature, war, riot, suspension of travel services by transportation, accommodation, or tourism program providers, etc., an order from a government office, the provision of transportation services that are not based on the original travel plan, or other reasons beyond the Company's control, the Company may, when unavoidable in order to ensure the safe and smooth implementation of the tour, change the tour itinerary, content of travel services, or other details of the tailor-made tour, having explained in advance to the customer that said reason is beyond the Company's control as well as the causal relationship with said reason. However, when avoidable in case of emergency, the explanation will be given after the change is made.

## 9. Termination of the Tour Contract

- (1) When a planning fee or cancellation fee is charged to the customer
  - a. The customer may cancel the tour contract by paying the planning fee or cancellation fee indicated in the tour plan document.
  - b. If the Company has clearly indicated the amount of the cancellation fee to be paid to the transportation, accommodation, and other travel service providers by attaching evidence to the tour plan document, the customer may cancel the Contract by paying the indicated cancellation fee.
  - c. Cancellation due to loans, travel procedures, or other reasons for which the Company is not responsible will also be subject to the cancellation fee stated in the tour plan document.

- (2) When no planning fee or cancellation fee is charged to the customer  
In the following cases, the customer may cancel the tour without paying a planning fee or cancellation fee before the commencement of the tour.
  - a. When there has been a material change in the content of the Tour Contract as shown in the left column of the table in Clause 13.
  - b. When the tour fee is increased (except when the customer requests a change in the content of the Contract).
  - c. 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 such reason, when the safe and smooth implementation of the tour becomes impossible or is very likely to become impossible.
  - d. If the Company fails to issue the finalized document to the customer by the due date. e. If, for reasons beyond the Company's control, the tour cannot be implemented according to the itinerary described in the Contract Document.

- (3) If, after the commencement of the tour, the customer becomes unable to receive the tour services described in the Contract Document due to reasons not attributable to the customer, or if the Company has informed the customer to that effect, notwithstanding the provisions of Item (1), the customer may cancel the Contract for the portion of the tour services that the customer can no longer receive without paying a planning fee or cancellation fee. In such cases, the Company shall refund to the customer the portion of the tour fee for said services that the customer is no longer able to receive.
- (4) The Company shall refund to the Customer the amount for the portion of the tour services that the Customer is no longer to receive, less the amount of the cancellation fee, penalty fee, and other expenses already paid or to be paid for the tour services (only for reasons not attributable to the Company).

## 10. Termination of the Tour Contract by the Company

The Company may terminate the Tour Contract in the following cases. Refunds are subject to the provisions of the preceding clause.

- (1) When the tour fee is not paid by the due date.
- (2) Failure to comply with the terms and conditions of the application.
- (3) When smooth implementation of the tour is impossible due to illness, disruption of group activities, or other reasons.
- (4) 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 such reason, when the safe and smooth implementation of the tour becomes impossible or is very likely to become impossible.
- (5) 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.

## 11. Liability of the Company

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, 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, etc., an order from a government office, or other 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), except 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 that the customer, while participating in the tour, requires a medical diagnosis, treatment, or other services provided by a physician due to injury or illness or for any other reason, the customer shall follow the Company's instructions in order to ensure the smooth implementation of the tour. The customer is responsible for any expenses incurred in such cases.

## 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 or tourism program providers, etc. (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 9 and 10, 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% of 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 開始後
1. 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 case.

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.

- (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.

## 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. Passports and Visas

It is the responsibility of the customer to confirm that their current passport is valid for this trip (e.g., it has the required number of months remaining) and to obtain a passport and visa before tour departure.

## 18. Reporting Accidents, etc.

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.)

## 19. 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
- ② Information 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
- 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)).
- (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.

## 20. Compliance with Terms and Conditions

Any matters not stipulated in this Explanatory Document of the Terms and Conditions of Travel shall be governed by the provisions of the Company's Tour Terms and Conditions (Tailor-made Tour section; <https://unalabs.jp/assets/media/order.pdf?200710>).

- 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  
These Tour Terms and Conditions take December 1, 2022 to be the reference date.