

\*The English translation of these Terms is provided for convenience only. The official terms are written in Japanese. In the event of any discrepancies between the English translation and the Japanese version, the Japanese version shall take precedence.

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We accept applications for travel contracts with our customers based on the following Travel Agency Terms and Conditions.

# **Standard General Conditions of Travel Agency**

## **Business (Arranged Tour Contract)**

Japan Association of Travel Agents (JATA) Guarantee Member

Company Name: Rakuten group, Inc.

## **Chapter 1 General Provisions**

### **Article 1 (Scope of Application)**

1. The Arranged Tour contract that our company (hereinafter referred to as “the Company”) enters into with the traveler shall be governed by these terms and conditions. Any matters not stipulated in these Terms and Conditions shall be governed by laws, ordinances, regulations and generally established practice.
2. If the Company has concluded a special agreement in writing not in violation of the law, ordinances and regulations and within the scope not unfavorable to the Traveler, that special agreement, notwithstanding the provisions of the preceding Paragraph, shall prevail over the provisions of these Terms and Conditions.

### **Article 2 (Definition of Terms)**

1. In these Terms and Conditions, "Arranged Tour Contract" means a contract under which our company, at the request of the Traveler, undertakes to make arrangements for the Traveler to receive transportation, accommodation, and other travel-related services (hereinafter referred to as "Travel Services") provided by transportation and accommodation facilities, etc. by acting

as an agent, intermediary, or middleman for the Traveler.

2. In these terms and conditions, "Domestic Travel" means travel only within Japan, and "Overseas Travel" means travel other than Domestic Travel.

3. In these terms and conditions, "Travel Price" means a fare, accommodation fees and other expenses paid by our company to transportation and accommodation providers, etc. in order to arrange travel services, as well as our designated travel business handling fee (excluding change procedure fees and cancellation procedure fees).

4. In this section, a "Communications Contract" means an Arranged Travel Contract which is concluded between us and a card member of a credit card company with which we are affiliated (hereinafter referred to as the "Affiliated Company") upon application by telephone, mail, facsimile, the Internet or any other means of communication, in which the Traveler agrees in advance to settle the claims or debts that we have against the Traveler regarding the travel fare, etc. based on the Arranged Travel Contract in accordance with the card member terms and conditions of the Affiliated Company separately established after the date on which such claims or debts should be fulfilled, and in which the travel fare, etc. will be paid by the method specified in Article 16, Paragraph 2 or Paragraph 5

5. In these terms and conditions, "Card Use Date" means the day on which the Traveler or the Company should pay the Travel Price, etc., or settle the refund debts in accordance with the Arranged Tour Contract.

### **Article 3 (Termination of Arrangement Obligations)**

When the Company has made arrangements for Travel Services with the good manager's duty of due care, the performance of the Company's obligations based on the Arranged Tour Contract is deemed completed. Accordingly, even if the Company was unable to conclude a contract with transportation/accommodation facilities, etc., for providing Travel Services due to a reason of being full, suspension of business, conditions being unsuitable, etc., the Traveler has to pay to the Company its prescribed travel business handling fee (hereinafter referred to as the "Handling Fee")

if the Company has fulfilled its obligations. If a Communications Contract has been concluded, the Card Use Day shall be the day on which the Company has notified the Traveler to the effect that the Company was unable to conclude a contract with transportation/accommodation facilities, etc.,  
for the provision of Travel Services.

#### **Article 4 (Arrangements Agent)**

In performing an Arranged Tour Contract, the Company may have another travel agent, a person handling travel arrangements as a business, or any other auxiliary in Japan or any other place outside Japan perform as an agent for all or part of the arrangements.

### **Chapter 2 Entry into Effect of Contracts**

#### **Article 5 (Application for a Contract)**

1. A Traveler who intends to conclude an Arranged Tour Contract with us must enter the prescribed matters in an application form prescribed by the Company and submit it to us together with the application fee, the amount of which shall be separately specified by us.
2. Notwithstanding the provisions of the preceding paragraph, a Traveler who intends to conclude a Communications Contract with the Company must notify the Company of his/her membership number and the contents of Travel Services which he/she intends to request.
3. The application fee referred to in Paragraph 1 will be treated as part of the Travel Fee, the cancellation fee or other money which the Traveler should pay to the Company.

#### **Article 6 (Refusal to Conclude a Contract)**

The Company may not agree to conclude an Arranged Tour Contract in any of the following cases:

1. In case of intending to conclude a Communications Contract, if the Traveler is unable to settle part or all of his/her liability concerning the Travel Fee, etc., in accordance with the card

membership rules of the Affiliated Company due to the fact that his/her credit card is invalid, etc.

2. In case the Traveler is recognized as a member of an organized crime group, a quasi-member of an organized crime group, an affiliate of an organized crime group, a company related to an organized crime group, a corporate extortionist, or any other antisocial force.

3. In case the Traveler engages in violent demands, unreasonable demands, threatening behavior or violence in relation to transactions, or any similar actions against the Company.

4. In case the Traveler spreads rumors, uses deception or force to damage the Company's credibility or obstruct the Company's business, or engages in any similar actions.

5. In case there are other business-related reasons the part of the Company.

## **Article 7 (Time of Entry into Effect of a Contract)**

1. An Arranged Tour Contract enters into effect when the Company has agreed to conclude it and has received the application fee referred to in Paragraph 1, Article 5.

2. Notwithstanding the provisions of the preceding paragraph, a Communications Contract enters into effect when the notification of our acceptance of the application as specified in Article 5, Paragraph 2 reaches the Traveler.

## **Article 8 (Special Provisions for Entry into Effect of a Contract)**

1. Notwithstanding the provisions of Paragraph 1, Article 5, the Company may have an Arranged Tour Contract come into effect only by accepting the conclusion of the contract without receiving the application fee under a special written agreement.

2. In a case referred to in the preceding Paragraph, the time of entering into effect of the Arranged Tour Contract shall be made clear in the special agreement referred to in the preceding Paragraph.

## **Article 9 (Special Provisions for Train (Bus) Tickets,**

## **Accommodation Coupons, Etc.)**

1. Notwithstanding the provisions of Paragraph 1, Article 5 and Paragraph 1 of the preceding Article, the Company may accept an oral application for an Arranged Tour Contract intended only for arrangements for transportation or accommodation services under which a document is issued indicating the right to receive such Travel Services in return for the Travel Fee.
2. In the case referred to in the preceding Paragraph, an Arranged Tour Contract is deemed to enter into effect when the Company has agreed to conclude such contract.

## **Article 10 (Contract Document)**

1. Promptly after an Arranged Tour Contract has come into effect, the Company shall issue to the Traveler a document mentioning the itinerary, the contents of Travel Services, the Travel Fee, and other conditions for the tour, as well as matters concerning the Company's responsibility (hereinafter referred to as a "Contract Document"). However, if the Company delivers train (bus) tickets, accommodation coupons, etc., and other documents indicating the right to receive Travel Services with respect to all the Travel Services for which it makes arrangements, it may not issue such Contract Document.
2. If a Contract Document referred to in the first sentence of the preceding Paragraph has been issued, the scope of the Travel Services for which the Company is obligated to make arrangements under the Arranged Tour Contract is subject to what is mentioned in such Contract Document.

## **Article 11 (Method of Using Information and Communications Technology)**

1. With the prior agreement with the Traveler, if the Company, instead of issuing a document mentioning the itinerary, the contents of Travel Services, the Travel Fee and other conditions for the tour, as well as matters concerning the responsibility of the Company, to be issued to the Traveler when concluding an Arranged Tour Contract, or a Contract Document, has

provided the matters which should be mentioned in such document (hereinafter referred to in this Article as "Matters To Be Mentioned") by a method using information and communications technology, it will confirm that the Matters To Be Mentioned have been recorded in a file kept in the communications equipment used by the Traveler.

2. In the case referred to in the preceding Paragraph, if a file for recording the Matters To Be Mentioned is not kept in the communications equipment used by the Traveler, the Company will record the Matters To Be Mentioned in a file kept in the communications equipment used by the Company (limited to a file which is used only for the Traveler concerned) and confirm that the Traveler has read the Matters To Be Mentioned.

## **Chapter 3 Change and Cancellation of Contracts**

### **Article 12 (Change in Contract Contents)**

1. The Traveler may request the Company to change the itinerary, the contents of Travel Services and other contents of the Arranged Tour Contract. In this case, the Company will comply with the Traveler's request to the reasonably practical extent.

2. If a change is to be made in the contents of the Arranged Tour Contract at the request of the Traveler referred to in the preceding Paragraph, the Traveler must bear a cancellation fee, a penalty to be paid to transportation/accommodation facilities, etc., when canceling the arrangements already completed, as well as any other cost required for the change in the arrangements, and pay to the Company a fee for procedures for making a change prescribed by the Company. Any increase or reduction in the Travel Fee resulting from the change in the contents of the Arranged Tour Contract concerned shall be attributed to the Traveler.

### **Article 13 (Voluntary Cancellation by Traveler)**

1. The Traveler may cancel the Arranged Tour Contract in whole or in part at any time.

2. If the Arranged Tour Contract has been canceled in accordance with the provisions of the preceding Paragraph, the Traveler must, in addition to bearing the cost which has already been

paid, or which must be paid in the future, to transportation/accommodation facilities, etc., as a consideration for the Travel Services already received by the Traveler, or as the cancellation fee, the penalty, etc., for the Travel Services not yet received, pay to the Company the fee for procedures for making a cancellation prescribed by the Company and the Handling Charge which the Company would have received.

## **Article 14 (Cancellation Due to a Cause Attributable to the Traveler)**

1. The Company may cancel the Arranged Tour Contract in any of the following cases:

- (1) If the Traveler has not paid the Travel Fee by the prescribed date;
- (2) If the Traveler has become unable to settle the debt in connection with the Travel Fee, etc., in whole or in part in accordance with the card membership rules of the Affiliated Company, for such a reason as the Traveler's credit card becoming invalid after a Communications Contract has been concluded;
- (3) If it is found that the traveler falls under any of the items 2 to 4 of Article 6.

2. If the Arranged Tour Contract has been canceled in accordance with the provisions of the preceding Paragraph, the Traveler must, in addition to bearing the cost which has already been paid, or which must be paid in the future, to transportation/accommodation facilities, etc., as the cancellation fee, the penalty, etc., for the Travel Services not yet received, pay to the Company the fee for procedures for making a cancellation prescribed by the Company and the Handling Charge which the Company would have received.

## **Article 15 (Cancellation Due To a Cause Attributable to the Company)**

1. The Traveler may cancel the Arranged Tour Contract if it has become impossible to make arrangements for Travel Services due to causes attributable to the Company.

2. If the Arranged Tour Contract has been canceled in accordance with the provisions of the

preceding Paragraph, the Company shall refund the Traveler the Travel Fee already received, excluding the cost which has already been paid, or which must be paid in the future, for transportation/accommodation facilities, etc., as a consideration for the Travel Services already received by the Traveler.

3. The provisions in the preceding Paragraph do not prevent the Traveler from making a claim against the Company for damages.

## **Chapter 4 Travel Fee**

### **Article 16 (Travel fee)**

1. The Traveler must pay the Travel Fee to the Company by the time, prior to the commencement of the tour, fixed by the Company.

2. If a Communications Contract has been concluded, the Company will receive payment of the Travel Fee by means of the card of the Affiliated Company without the Traveler's signature on a prescribed payment slip. In this case, the day on which the Company has notified the Traveler of the finalized contents of Travel Services shall be considered to be the Card Use Day.

3. If fluctuation in the Travel Fee has arisen prior to the commencement of the tour due to a revision of a fare/charge of the transportation/accommodation facilities, etc., exchange rate fluctuations or any other cause, the Company may change the Travel Fee concerned.

4. In the case referred to in the preceding Paragraph, the increase or reduction in the Travel Fee shall be attributed to the Traveler.

5. Where a Communications Contract has been concluded with the Traveler, if there has arisen any cost, etc., to be borne by the Traveler in accordance with the provisions of Chapter III or IV, the Company will receive payment of such cost, etc., by means of the card of the Affiliated Company without the Traveler's signature on a prescribed payment slip. In this case, the day on which the Company has notified the Traveler of the amount of the cost, etc., to be paid by the Traveler to the Company or of the amount to be refunded by the Company to the Traveler



shall be considered to be the Card Use Day. However, if the Company has canceled the Arranged Tour Contract in accordance with the provisions of Item (2), Paragraph 1, Article 14, the Traveler must pay the cost, etc., to be paid by the Traveler to the Company by the date fixed by the Company by the method of payment specified by the Company.

### **Article 17 (Adjustment of the Travel Fee)**

1. If the Handling Charge and the amount of cost paid by the Company to the transportation/accommodation facilities, etc., to make arrangements for Travel Services which should be borne by the Traveler (hereinafter referred to as the "Adjustment Travel Fee"), on one hand, and the amount already received as the Travel Fee, on the other, are not in agreement, the Company shall promptly adjust the Travel Fee after the completion of the travel in accordance with the provisions of Paragraphs 2 and 3.
2. If the Adjustment Travel Fee exceeds the amount already received as the Travel Fee, the Traveler must pay the difference to the Company.
3. If the Adjustment Travel Fee is less than the amount already received as the Travel Fee, the Company shall refund the difference to the Traveler.

## **Chapter 5 Party/Group Arrangements    Article 18 (Party/Group Arrangements)**

With respect to the conclusion of an Arranged Tour Contract for which more than one Traveler traveling together, following the same itinerary at the same time, have applied after designating their responsible representative (hereinafter referred to as the "Person Responsible for Contract"), the Company applies the provisions of this Chapter.

### **Article 19 (Contract Representative)**

1. Except when a special agreement has been concluded, it shall be deemed that the Person Responsible for Contract has all power of agency concerning the conclusion of an Arranged

Tour Contract for the Travelers constituting the party/group concerned (hereinafter referred to as the "Member(s)"), and the Company will conduct the transactions concerning the travel business in connection with the said party/group, as well as the business referred to in Paragraph 1, Article 22, with the said Person Responsible for Contract.

2. The Person Responsible for Contract must submit to the Company a list of the Members or notify the Company of the number of the Members by the date fixed by the Company.

3. The Company bears no responsibility for any debt or obligation to a Member which the Person Responsible for Contract currently has or is expected to have in the future.

4. If the Person Responsible for Contract does not accompany the party/group, the Company deems that the Member who has been assigned by the Person Responsible for Contract in advance as the Person Responsible for Contract after the commencement of the travel.

## **Article 20 (Special Provisions for Entry into Effect of Contracts)**

1. Notwithstanding the provisions of Paragraph 1, Article 5, in case an Arranged Tour Contract is to be concluded with the Person Responsible for Contract, the Company may agree to conclude an Arranged Tour Contract without receiving the application fee.

2. If an Arranged Tour Contract is to be concluded without receiving the application fee in accordance with the provisions of the preceding Paragraph, the Company shall issue to the Person Responsible for Contract a document containing an entry to that effect, and the Arranged Tour Contract shall enter into effect at the time when the Company has issued the said document.

## **Article 21 (Change in the Members of the Party/Group)**

1. If a change in the Members of the party/group has been brought up by the Person Responsible for Contract, the Company will comply with it to the reasonably practical extent.

2. The increase or reduction in the Travel Fee resulting from the change referred to in the preceding Paragraph or the cost involved in such change shall be attributed to the Members of

the party/group.

## **Article 22 (Tour Conducting services)**

1. At the request of the Person Responsible for Contract, the Company may provide tour conducting services by having a tour conductor accompany the party/group concerned.
2. In principle, the contents of tour conducting services performed by the tour conductor will consist of work necessary for securing the Party/Group activities from the viewpoint of following the itinerary fixed in advance.
3. In principle, the period of time during which the tour conductor provides tour conducting services is from 8:00 to 20:00.
4. When the Company has provided tour conducting services, the Person Responsible for Contract must pay to the Company the prescribed fee for the tour conducting services.

## **Chapter 6 Responsibility**

### **Article 23 (Responsibility of the Company)**

1. In performing an Arranged Tour Contract, if the Company or the person whom the Company has had act as an agent in making arrangements in accordance with the provisions of Article 4 (hereinafter referred to as the "Arrangements Agent") has caused damage to a Traveler intentionally or by negligence, the Company shall be responsible for compensating for the damage, provided that the Company is notified within 2 years of the day following the date of occurrence of such damage.
2. If a Traveler has incurred damage due to a natural disaster, a war, a riot, suspension of the provision of Travel Services by transportation/accommodation facilities, etc., an order of a government or other public offices, or any other cause in which the Company or the Arrangements Agent of the Company is unable to intervene, the Company shall not be responsible for compensating for the damage except in the case referred to in the preceding Paragraph.
3. Notwithstanding the provisions of Paragraph 1, for the damage caused to baggage referred to

in the same Paragraph, the Company shall compensate within the limits of 150,000 yen per Traveler (except in a case where the damage was due to intention or gross negligence on the part of the Company), provided that the Company has been notified of the damage within 14 days in case of Domestic Travel, or within 21 days in case of Overseas Travel, of the day following the date of occurrence of such damage.

## **Article 24 (Responsibility of the Traveler)**

1. If the Company incurred any damage caused by a Traveler intentionally or by negligence, the Traveler must compensate for the damage.
2. In concluding an Arranged Tour Contract, the Traveler should endeavor to understand his/her rights and obligations and other contents of such contract, making good use of the information provided by the Company.
3. In order to smoothly receive the Travel Services mentioned in the Contract Document after the commencement of the travel, should a Traveler have realized that Travel Services different from those mentioned in the Contract Document have been provided, he/she must promptly notify the Company, the Arrangements Agent of the Company, or the provider of the Travel Services concerned to that effect at the place of travel.

## **Chapter 7 Compensation Security Bonds**

### **Article 25 (Compensation Security Bonds)**

1. The Company is a Security Member of the Japan Association of Travel Agents (3-3-3 Kasumigaseki, Chiyoda-ku Tokyo).
2. The Traveler or the Member who has concluded an Arranged Tour Contract with the Company is entitled to receive compensation from the Compensation Security Bonds which the Japan Association of Travel Agents referred to in the preceding Paragraph has deposited, in respect of any claim arising from transactions in connection with such contract up to 11,000,000 yen.
3. Since the Company has paid a Due Portion of the Compensation Security Bonds to the Japan

Association of Travel Agents in accordance with the provisions of Paragraph 1, Article 49 of the Travel Agency Act, it has not deposited any Business Guarantee Bonds referred to in Paragraph 1, Article 7 of the same Act.