Conditions for the Agent-Organized Tours in Japan of Okinawa Adventure Travel

This document becomes part of the contract document to be delivered in accordance with Article 12-5 of the Travel Agency Act upon the conclusion of the travel contract.

Additionally, in the event that there is a discrepancy between the terms and conditions of our company and these Terms and Conditions, the provisions of this Terms and Conditions shall take precedence.

1. Agent-Organized Tour Contract

This tour is an Agent-Organized Tour planned and executed by Okinawa Adventure Travel Inc. (Okinawa Prefectural Governor Registered Travel Agency No. 2-481) (hereinafter referred to as the "Company"), and the customer applying for this tour enters into an Agent-Organized Tour Contract (hereinafter referred to as the "Tour Contract") with the Company.

2. Application Method, Conclusion of Tour Contract, and Tour Fee Payment

The companies accept applications via the Internet and other means of communication. In this case, the contract is not concluded at the time of reservation, and the customer must confirm the details of the application and pay the application fee within 7 days from the day after the customer receives the notification that the reservation is accepted by the companies. However, if the application is made on or after the 37th day, counting back from the day before the start date of the tour, payment must be made by the date specified by the companies prior to the start of the tour. If the tour fee is not paid within the specified period, the Company will treat the reservation as not being made. The Tour Contract will be concluded upon the Company's approval and receipt of the tour fee.

3. Inclusions of the Tour Fee

- (1) Fares and charges for transportation agencies as specified in the tour itinerary.
- (2) Accommodation charges, taxes, and service charges as specified in the tour itinerary.
- (3) Admission fees for tourist facilities, participation fees for activities, guide fees, meal fees, taxes, and service charges as specified in the tour itinerary.

4. Exclusions of the Tour Fee

Charges and fees other than those specified in the preceding section are not included in the tour fee. Some examples of exclusions are provided below.

- (1) Round-trip airfare and other transportation expenses from the customer's home to Naha Airport in Okinawa.
- (2) Additional fees for optional activities.
- (3) Additional charges for upgrading or changing accommodation.
- (4) Costs of special accommodations/treatments
- (5) Communication charges for services provided via the Internet

5. Application Conditions

- (1) Due to the physical intensity of the tour, participation is limited to those who are at least 10 years old and 65 years old or younger. A consent form from a parent or guardian is required for those under 18 years of age. Children under the age of 15 or in junior high school or below must be accompanied by a parent or guardian to participate.
- (2) Please inform the Company if your health is impaired or if you have a physical disability. If the Company deems that it will impede the group activities, the Company may refuse the application or require the customer to be accompanied by another person.
- (3) If you require special accommodations when participating in a tour, please inform the Company when applying for a contract. The Company will accommodate such needs to the extent possible. The customer will bear the cost of any special arrangements taken by the Company for the customer.
- (4) The customer's participation may be refused if the customer is found to be a member of an organized crime group, a person associated with an organized crime group, or a person of other anti-social forces.
- (5) The customer's participation may be refused if the customer makes violent or unreasonable demands of the companies or engages in threatening speech and conduct or acts of violence in connection with transactions.
- (6) The customer's participation may be refused if the customer spreads unfounded rumors or uses fraudulent means or force to damage the credibility or obstruct the operations of any of the Companies.
- (7) If the Company deems that the customer is in need of medical diagnosis or treatment due to illness, injury, or other reasons during the tour, the necessary measures will be taken to ensure the tour runs smoothly. The customer will bear all costs associated with such measures.
- (8) As a general rule, customers are not permitted to leave the tour group to do activities separately at their discretion. However, it may be permitted under special conditions depending on the course.
- (9) The customer's participation may be refused if the Company deems that the customer is likely to be a nuisance to other participants or interfere with the smooth execution of group activities.
- (10) In the case of tours with specified special conditions for participation, if the customer's gender, age, qualifications, skills, or other

attributes do not meet the conditions for participants specified by the Company, the customer may be refused participation.

(11) The Company may refuse the application in other circumstances for reasons associated with the Company's operations.

6. Final Schedule

The final schedule (the final tour itinerary document), which includes the names of the confirmed transportation and accommodation agencies, will be delivered the day before the start date of the tour at the latest.

If the customer makes an inquiry before the date of the tour, the Company will explain the status of the arrangements.

7. Changes in Tour Contract Details and Tour Fees

(1) The Company may change the details of the Tour Contract in the event of natural disasters, war, riots, suspension of services provided by transportation or accommodation agencies, orders by government and public offices, the provision of transportation services not in accordance with the Company's operation plan, or any other reason beyond the Company's control. In addition, the tour fee may be modified due to such changes.

(2) In the event that the fares and charges of transportation agencies to be used undergo a revision that far exceeds what would normally be expected due to a significant shift in economic conditions or other factors, the tour fee amount may be adjusted to the extent of the revision.

In the event of a tour fee increase, the Company will inform the customer before the 20th day, counting back from the day before the start date of the tour. In the event of a reduction, the amount of the tour fee will be reduced by the amount of the reduction in fares and charges.

9. Change of Tour Participant

With the Company's approval, the customer may transfer their contractual status to another person. However, in this case, the customer will be required to fill in the prescribed information on a form and submit it to the Company. At the time, the customer will be charged a predetermined amount as a fee for changing the tour participant. In addition, the transfer of the contractual status will become effective when it is approved by the Company, and the transferee of the status in the Tour Contract will succeed to all rights and obligations related to this Tour Contract. The Company may refuse the tour participant change due to reasons such as the transportation or accommodation agencies to be used not accepting the change in traveler.

10. Cancellation Fee (Tour Contract Cancellation by the Customer)

(1) The customer may cancel the Tour Contract at any time by paying the following cancellation fee. However, the Company only accepts notifications of cancellation fees during its business hours.

Cancellation date		Cancellation fee
Counting back from the day before the tour start date	On or before the 21st day	Free
	20th day – 8th day	20%
	7th day – 2nd day	30%
	1st day	40%
On the day of the tour start date (before the tour starts)		50%
After the trip starts or no-show		100%

- (2) No cancellation fee will be charged in the following cases.
- ① When there is a change in the details of the Tour Contract that is subject to the payment of compensation for change as described in the "Itinerary Guarantee" below or any other important change.
- ② When the tour fee is increased due to a revision of the fares and charges of the transportation agencies due to factors such as significant changes in economic conditions.
- ③ When the safe and smooth execution of the tour becomes impossible or is highly likely to become impossible due to natural disasters, war, riots, suspension of transportation or accommodation agencies, orders by government and public offices, the provision of transportation services not in accordance with the original operation plan, or other reasons.
- When the Company fails to deliver the final schedule by the day before the tour start date.
- © When it becomes impossible for the tour to be executed according to the Company's schedule due to reasons attributable to the Company.

11. Tour Contract Cancellation by the Company - Cancellation Before the Start of the Tour

- (1) Even after the conclusion of the Tour Contract, the Company may cancel the Tour Contract in the following cases.
- (a) When the customer does not provide the information requested by the Company in advance or when it is found that the information provided by the customer to the Company is incorrect.
- (b) When it is found that the customer does not meet the conditions for participating travelers, such as gender, age, and qualifications, which the customer has specified in advance.
- (c) When the customer is deemed unable to endure the concerned tour due to illness, the absence of a necessary caregiver, or other

reasons.

- (d) When the customer is likely to be a nuisance to other customers.
- (e) When the execution of the tour is impossible due to reasons beyond the Company's control, such as natural disasters.
- (f) When the customer has a demand that imposes an excessive burden in connection with the Tour Contract.
- (g) When the number of customers is less than the minimum number indicated on the website, brochure, etc. In this case, the customer will be notified of the cancellation of the tour before the 30th day, counting back from the day before the start date of the tour.
- (h) When the conditions for the execution of the tour specified in advance by the companies are not fulfilled or are extremely unlikely to be fulfilled, such as insufficient snowfall for a ski tour.
- (i) When it is found that the customer falls under any of (4) through (6) or (9) in Section 5.
- (2) When the Tour Contract is canceled in accordance with (e), (g), or (h) of the preceding section, the full amount of the tour fee (or application fee) already received will be refunded. (3) In other cases, the customer will pay the prescribed cancellation fee in accordance with Section 10.

12. Tour Contract Cancellation by the Company - Cancellation After the Start of the Tour

- (1) Even after the start of the tour, the Company may cancel the Tour Contract in the following cases
- ① When the customer is unable to endure the continuation of the concerned tour due to illness, the absence of a necessary caregiver, or other reasons.
- ② When the customer violates the Company's instructions given by tour guides or other persons for the safe and smooth execution of the tour or disturbs the order of group activities through acts such as assault or threats against such persons or other accompanying travelers, thereby preventing the safe and smooth execution of the tour.
- ③ When the continuation of the tour is impossible due to reasons beyond the Company's control, such as natural disasters.
- When it is found that the customer falls under any of (4) through (6) in Section 5.
- (2) In the event that the Company cancels the Tailor-Made Tour Contract in accordance with the provisions of the preceding section, the contractual relationship between the Company and the traveler will be terminated only prospectively. In this case, the Company's obligations with respect to the travel services already provided to the traveler will be deemed to have been effectively satisfied.
- (3) In the case of the preceding section, the Company will refund to the traveler the portion of

the tour fee pertaining to the tour services that the traveler has not yet received, minus the amount of cancellation fees, penalty fees, and other costs that have already been paid or is to be paid for the concerned tour services.

13. Refund of Tour Fee

In the event that an amount is to be refunded to the customer, the concerned amount will be refunded to the customer within 14 days from the day following the cancellation in the case of a refund due to cancellation before the start of the tour, and within 30 days from the day following the end date of the tour as stated on the website, brochure, etc. in the case of a refund due to a reduction in the tour fee or cancellation after the start of the tour.

14. Group Contracts

When a travel application is made by a person responsible for the contract as a representative of a group of customers, the Company will deem that the person responsible for the contract has all the authority to represent the customers regarding the conclusion and cancellation of the contract. The person responsible for the contract must submit a list of the members of the group with the consent of the members by the date specified by the Company.

15. Tour Management, Etc.

The Company strives to execute safe and smooth tours. Customers must follow the Company's instructions while traveling with the tour group.

16. National Licensed Guide Interpreter This tour will not be accompanied by a National Licensed Guide Interpreter or Regional Licensed Guide Interpreter.

17. Protective Measures

The Company may take necessary measures when it deems that the customer is in a condition requiring protection due to illness, injury, or other reasons during the tour. In this case, if the customer's condition is not attributable to the Company, the customer must bear the cost of the concerned measures and pay the concerned cost by the date specified by the Company and using the payment method specified by the Company.

18. Responsibilities of the Company

(1) In the event that the Company or its arrangement agents intentionally or negligently cause damage to the customer, the Company will indemnify the customer for ordinary damages directly and actually incurred (excluding the amount compensated by the insurance the customer has taken out). However, this only applies if the Company is notified within 2 years

(within 14 days in the case of baggage) from the day following the occurrence of the damage. The maximum amount of compensation for baggage is limited to ¥150,000 per person, except in cases of willful misconduct or gross negligence on the part of the Company. The maximum amount of indemnity payment for any damage other than baggage is limited to the tour fee amount paid to the Company by the customer who suffered the damage, except in cases of willful misconduct or gross negligence on the part of the Company.

- (2) The Company will not be liable in principle for damages described in (1) of this section if the customer suffers damage due to any of the following reasons.
- ① Natural disasters, war, riots, or changes in the tour itinerary or tour cancellations caused by such circumstances.
- ② Damages caused by accidents or fires involving transportation or accommodation agencies, etc.
- 3 suspension of services provided by transportation or accommodation agencies, or changes in the tour itinerary or tour cancellations caused by such circumstances.
- ④ Orders by government and public offices, quarantine due to contagious diseases, or changes in the tour itinerary or tour cancellations caused by such circumstances.
- ⑤ Accidents during free time activities.
- 6 Food poisoning.
- 7 Theft.
- ® Delays, interruptions, schedule changes, route changes, etc., of transportation agencies, or changes in the tour itinerary or shortening of time spent at destinations caused by such circumstances.
- 9 Other reasons not attributable to the Company.

19. Responsibilities of the Customer

- (1) The Company will receive an indemnity payment from the customer for any damage the Company suffers due to the customer's intentional or negligent act.
- (2) After the start of the tour, if the customer recognizes that they have been provided with tour services that differ from those described in this document, the customer must promptly inform the Company, the Company's arrangement agent, or the concerned tour service provider thereof at the tour destination in order to smoothly receive the tour services recognized as having been provided as described in this document.

20. Special Compensation

(1) Notwithstanding Section 17, regardless of whether or not the Company is liable, the Company will pay the traveler or their legal heir compensation for death, residual disability compensation, condolence money for hospitalization, and condolence money for hospital visits for certain damages incurred to the life or body of the customer due to an unexpected

and sudden external accident during their participation in an Agent-Organized Tour, in accordance with the Special Compensation Regulations of the Company's Terms and Conditions.

- (2) Notwithstanding (1) of this section, on days when the Company does not provide any of the tour services included in the Agent-Organized Tour arranged by the Company, only when the Company clearly indicates on its website, brochure, etc., to that effect, the customer will not be deemed to be participating in the concerned Agent-Organized Tour.
- (3) In the event that the damage suffered by the customer while participating in the Agent-Organized Tour is caused by the customer's deliberate act, drunken driving, illness, etc., or if the damage suffered by the customer while participating in an Agent-Organized Tour was incurred as a result of an accident during free time activities not included in the Agent-Organized Tour, such as mountain climbing (using mountaineering equipment such as ice axes, crampons, ropes, hammers. etc.), bobsledding, skydiving, hang gliding, ultralight aircraft flying (powered hang glider, microlight, ultralight aircraft, etc.), gyroplane flying or other similar dangerous activities and sports, the Company will not рау compensation condolence money as stated in (1) of this section. However, this does not apply when the concerned activities are included in the tour itinerary of the Agent-Organized Tour.
- (4) The Company will not pay compensation for damages in relation to cash, securities, credit cards, coupons, airline tickets, passports, driver's licenses, visas, certificates of deposit/savings (including bank books and ATM cards), various data and other similar items, contact lenses, and other items excluded from compensation as stipulated in the Company's Terms and Conditions. (5) In the event that the Company is obligated to pay compensation in accordance with (1) of this section and to compensate for damages in accordance with the preceding section, when one of the obligations is fulfilled, both the obligation pay compensation and the obligation to compensate for damages will be deemed to have been fulfilled to the extent of that amount. Details such as the extent of the injury and a summary of the accident that caused the injury must be reported to the Company within 30 days of the accident date.

21. Guarantee of Itinerary

(1) If any of the changes listed in the following table are made to the tour itinerary (excluding changes due to the following reasons: natural disasters, war, riots, orders by government and public offices, suspension of the provision of travel services by transportation and accommodation agencies, provision of

transportation services not in accordance with the original operation plan, weather conditions not suitable for the itinerary, and measures necessary to ensure the safety of the life or body of the tour participants), the Company will pay an amount equal to the tour fee multiplied by the rate specified in the table below for compensation for the change. However, changes in the date, time, and order in which the services are provided are excluded.

Changes for which the Company pays	If the	If the
compensation for changes	customer is notified at least one day before the tour start date	customer is notified on or after the tour start date
[1] Change in the tour start date or tour end date stated on the website, brochure, or final tour itinerary document.	1.5%	3.0%
[2] Change in tourist spots, tourist facilities, or other tour destinations stated on the website, brochure, or final tour itinerary document.	1.0%	2.0%
[3] Change in the class of transportation agency or facility stated on the website, brochure, or final tour itinerary document to one with a lower fee (only if the total fee amount for the changed class and facility is less than that of the class and facility stated on the website, brochure, or final tour itinerary document).	1.0%	2.0%
[4] Change in the type or company name of the transportation agency stated on the website, brochure, or final tour itinerary document.	1.0%	2.0%
[5] Change in flight when an airport of the flight is to be the tour's starting or ending point in Japan as stated on the website, brochure, or final tour itinerary document.	1.0%	2.0%
[6] Change in flight from a direct flight as stated on the website, brochure, or final tour itinerary document to a connecting flight or a flight with stops between Japan and another country.	1.0%	2.0%
[7] Change in the type or name of the accommodation agency stated on the website, brochure, or final tour itinerary document.	1.0%	2.0%
[8] Change in the room type, facilities, view, or other room conditions of the accommodation agency stated on the website, brochure, or final tour itinerary document.	1.0%	2.0%
[9] Among the changes listed in [1] to [8] above, changes in matters stated in the tour title on the promotional website, brochure, or final tour itinerary document.	2.5%	5.0%

Note 1: In the event that a change occurs between the details on the website or brochure and the details on the final tour itinerary document, or a change occurs between the details on the final tour itinerary document and the actual tour services provided, each such change will be treated as one change.

Note 2: For changes specified in [9], the rates of [9] will apply instead of the rates of [1] through [8].

Note 3: One change is deemed as one change per ride in the case of transportation agencies, one change per overnight stay in the case of accommodation agencies, and one change per applicable matter in the case of other travel services.

Note 4: In the event that there are multiple occurrences of the changes specified in [4], [7], and [8] during one ride or one overnight stay, they will be treated as one

change per ride or overnight stay.

Note 5: In the event that the transportation agencies specified in [3] and [4] involve the use of accommodation agencies, each overnight stay will be treated as one change.

Note 6: For company name changes of transportation agencies specified in [4] and name changes of accommodation agencies specified in [7], this refers to cases in which the transportation or accommodation agencies themselves change.

Note 7: For company name changes of transportation agencies specified in [4], those involving a change to a higher class or facilities with a higher charge are not applicable.

- (2) The amount of compensation for changes is limited to 15% of the tour fee per Agent-Organized Tour per customer. In addition, if the amount of compensation for change is less than 1,000 yen, no payment will be made.
- (3) In lieu of payment of monetary compensation for changes or damages, the Company may compensate the customer by providing goods and services equivalent to the compensation, provided that the customer agrees to such.

22. Handling of Personal Information

Personal information received by the Company will be handled as stipulated in the Privacy Policy published on the Company's website.

21. Reference Dates for Tour Conditions

The reference dates for these tour conditions are the dates specified in the brochure.

22. About the Certified Travel Supervisor

A Certified Travel Supervisor is the person responsible for transactions at the business office that handles the customer's tour. If you have any questions about the explanation given by the person in charge regarding this travel contract, please ask the person in charge of handling the tour business of the association.

23. Others

- (1) The Company will not re-execute the tour under any circumstances.
- (2) In the event of any discrepancy between the provisions of the Company's Terms and Conditions and the provisions of these Conditions, the provisions of these Conditions will prevail.
- (3) The customer will be responsible for any expenses incurred in the event that the customer requests a tour conductor to perform personal guidance, shopping, etc., expenses associated with the occurrence of the customer's injury or illness, expenses associated with the loss of luggage or recovery of lost items due to the customer's carelessness, and expenses incurred in connection with arranging separate activities from the tour.
- (4) With regard to shopping, we may guide the customer to souvenir shops for their convenience, but the customer is responsible for making purchases. The Company cannot assist with product exchanges, returns, etc.

Tour Planning and Execution

Okinawa Prefectural Governor Registered Travel Agency No. 2-481 and Full Member of the Japan

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