

The Tour Terms & Conditions for the Agent-Organized Tours in Japan of Interweave Concepts Ltd, trading as Two Streets Back (2SB)

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(Registered Travel Agent No. 2-850 by The Governor of Kyoto Prefecture.)

1. Explanation of Tour Terms & Conditions

The Tour Terms & Conditions for the Agent-Organized Tours in Japan of 2SB (hereinafter called “The Tour Conditions”) is the document representing a portion of the terms of transaction stipulated in Article 12-4 and the Contract Document stipulated in Article 12-5 of the Travel Agency Law as well as the Special Conditions stipulated in Article 1 paragraph 2 of Agent-Organized Tour Contract (Subscription Type Organized Tour Contract) of the Standard General Conditions of Travel Agency Business approved by The Ministry of Land, Infrastructure and Transport and Tourism (herein after called MLITT).

2. Contract for Agent-Organized Tours in Japan

- 1) “Agent-Organized Tour” (or “Subscription Type Organized Tour as defined in the Standard General Conditions of Travel Agency Business) means travel for which 2SB prepares in advance, for the recruitment of the Clients.
- 2) 2SB shall be responsible for operating Agent-Organized Tours in Japan whose name in full appears above and in its Web site brochure. The Client joining such tours shall conclude an Agent-Organized Tour Contract (hereinafter called the Travel Contract) with 2SB.
- 3) 2SB shall arrange and manage tour arrangements and itinerary management so that the client receives tour services including transport/accommodations (hereinafter called “tour services”) provided by transportation/accommodation operators during the tour itinerary set by 2SB. Services without arrangement of transportation or accommodation are not considered as Agent-Organized Tours.
- 4) The Travel Contract shall be consisted of the Web site brochure, the final itinerary provided for clients before departure (hereinafter called the “Final Tour Itinerary” containing digital media such as PDF file), and the Tour Conditions.

3. Application for Travel Contracts and their Conclusion

- 1) The client shall provide information on 2SB application form as required by 2SB and submit the form together with the necessary reservation deposit. The deposit shall be appropriated to the tour fare, cancellation charges or penalties.
- 2) 2SB may accept applications for travel contracts by Web site, e-mail, and other means of communication. In such cases, the client shall submit the application form (in case required on the website) and the reservation deposit to 2SB within 3 days counting from the above applications. If the client fails to supply the required application form and/or deposit within 3 days, the reservation shall be regarded as cancelled. Provided, however, that the different conditions may be provided in the Web site for each program.
- 3) The Travel Contract shall become valid upon receipt of the reservation deposit and acceptance by 2SB in writings.
- 4) The reservation deposit (per person) shall be 20 percent of the tour fare.
- 5) The client shall notify 2SB when submitting application if special considerations are required during the tour period, and 2SB shall endeavor to comply with such requests as long as possible but 2SB shall not guarantee.

4. Conditions of Tour Application

- 1) The client under 20 years of age traveling alone during the tour period shall provide 2SB with the written consent of his/her parent or guardian. The client under 15 years of age must be accompanied by his/her parent or guardian.
- 2) 2SB may refuse an application if any one of the client’s age, qualifications, skills or other conditions does not conform to those designated for tours aimed at specific client categories or purposes.

- 3) 2SB may decline the application of crime syndicates, clients who are members of or involved with crime syndicates, and clients who are involved in other socially destructive behavior (hereinafter called "the Anti-Social Group").
- 4) Clients who require special attention from 2SB during the tour for reason of chronic disease, general ill health, pregnancy, physical handicap, allergy, and diet restriction etc., shall advise 2SB of this when applying for the tour. 2SB shall try to comply with such requests to the extent deemed feasible and reasonable but 2SB shall not guarantee. In such cases, 2SB may require clients to present the medical form and/or the medical certificate and other necessary documents. In case 2SB takes a special arrangement in compliance with the client's request, the client shall be responsible for incurred expenses related with the request. 2SB may refuse the client's application or require any conditions such as but not limited to the escort of the client by reason of the conditions at travel destinations and facilities and /or the safe, smooth tour operation etc. Notification concerning acceptance or rejection of client participation in the tour shall be made by 2SB at any time even after the tour is commenced.
- 5) If 2SB considers that the client needs medical diagnosis or treatment by a physician owing to illness, functional disease or other reasons during the tour, 2SB may take measures necessary to ensure smooth operation of the tour. The Client shall pay any and all costs and expenses whatsoever resulting from such measures including but not limited to medical costs etc.
- 6) Any activities which are not included Final Tour Itinerary shall not be arranged by 2SB during the tour. However, 2SB may, depending on the tour course, arrange such activities under separate conditions with additional fares and expenses.
- 7) 2SB may refuse the clients' participation if it considers that they embarrass other participant(s), and/or interfere with the Organized Tour.
- 8) 2SB may also refuse the clients' participation for the tour operation reasons.

5. Contract Document and Final Tour Itinerary

- 1) After the client has entered into the Travel Contract with 2SB as stipulated in Articles 2 above, and the Web site brochures, the Final Tour Itinerary and the Tour Conditions provided herein shall be included in the Travel Contract.
- 2) Unless specified in the Travel Contract, 2SB shall provide the Final Tour Itinerary to the clients, before departure of the tour.

6. Payment of Tour Fare

The client shall pay the tour fare in full to 2SB by the date of 30 days prior to the departure date. The Travel Contract shall be concluded and become effective upon receipt of full payment of the tour fare. The client who applies to the program after the date of 30 days prior to the departure date shall pay the tour fare in full as soon as the application is received by 2SB.

7. Amount of Tour Fare

- 1) There is no child fare, and Clients shall be charged adult fare unless otherwise specified.
- 2) The tour fare is indicated for each tour course in 2SB website. Clients are requested to check the tour fare according to the departure date and the number of participants. Japan Rail Pass shall not be included in 2SB tour fare, however, all transports by JR during the tour shall be included in the tour fare as per the Final Tour Itinerary.

8. Services Included in the Tour Fare

The tour service included in the tour fare shall be only those as specified in the Final Tour Itinerary. In principle, 2SB shall not refund for the tour services in case the client does not use the relevant services.

9. Services Not Included in the Tour Fare

The following Charges and expenses shall not be included in the tour fare:

- a) Laundry, telephone, additional meals and drinks, and any other expenses of personal nature.

- b) Airport departure taxes.
- c) Excess baggage.
- d) Tour fares for optional tours requested by clients (short trips incurring an additional fee).
- e) Medical expenses for injuries and illness.
- f) The transportation to and from the place of the departure and the destination.

10. Additional Fares

The additional fares are required for following arrangements.

- a) Additional charges for upgrading hotels or type/class of room, subject to availability.
- b) Additional charges to extend the staying period, subject to availability.
- c) Other additional charges as specified in Website.

11. Revision of Contents of Travel Services

2SB may, after conclusion of the Travel Contract, revise its contents and services for any of the following reasons: natural calamity or disaster, civil unrest, suspension of services rendered by transport/accommodation facilities, provision of transportation not based on the original tour plan, governmental orders, or other circumstances beyond 2SB control. 2SB reserves the right to take necessary measures when safe, smooth tour operation in accordance with the itinerary is deemed impossible, or when 2SB considers that the tour cannot continue. In such cases, 2SB shall explain it is impossible to perform the Agent-Organized Tour according to the Travel Contract under the circumstances.

12. Change of Tour Fare

- 1) 2SB may revise the tour fare in accordance with increases or reductions of transport costs and/or charges for Agent-Organized Tours as a result of unusual or unforeseen changes by economic, political, environmental or any other reason. In such cases, 2SB shall notify the client of these changes no later than the 15th days prior to the departure date.
- 2) 2SB may, when tour operational costs have risen owing to factors as stipulated in Article 11 above, revise the tour fare accordingly.

13. Change of Tour Participants

A client who has entered into a Travel Contract may, with 2SB's consent, transfer the status in the contract to a third party. In this case, the clients shall enter the required information in the form provided by 2SB and submit it together with the specified handling fee. The transfer of status in the contract to a third party shall become valid by the consent of 2SB. 2SB may reject a change in the name of travelers.

14. Cancellation Rates

- 1) If a client cancels the Travel Contract for personal reasons, the following cancellation rates will apply to the tour fare.

Cancellation & Cancellation rate for Agent-Organized Tour

Counting back from the day before the starting date of the tour date:

- a) If notice of cancellation is received by 2SB 20 - 8 days (in case of one day trip: up to 10 days) prior to the starting date of the tour:
 - 20% of the tour fare
- b) If notice of cancellation is received by 2SB 7 - 2 days prior to the starting date of the tour:
 - 30% of the tour fare
- c) If notice of cancellation is received by 2SB 1 day prior to the starting date of the tour:
 - 40% of the tour fare
- d) If notice of cancellation is received by 2SB prior to the starting time of the tour:

50% of the tour fare

e) If notice of cancellation is received by 2SB after the starting time of departure, or in case of failure to show without notice:

100% of the tour fare

2) If a client fails to pay the tour fare by the designated date stated in Article 6, 2SB will assume the client has canceled as of the following day, and the cancellation charges specified above will apply.

3) If a client makes a partial change to the departure date, mode of transport, or an accommodation, 2SB will assume the clients made a cancellation of the entire tour, and required cancellation charges will apply.

*Timing of cancellation notice is based on Japan local time.

15. Cancellation before Departure

1) Cancellation of Travel Contract by the Client

(1) The client is at all times entitled to cancel the Travel Contract, but must pay 2SB a cancellation charge as stipulated in Article 14 above. 2SB shall accept the notice of cancellation only within its business hours.

(2) In any of the following cases, the client may cancel the Travel Contract without paying a cancellation charge.

a) When the contents of the Travel Contract have been substantially revised.

b) When the tour fare is increased in accordance with Article 12-1.

c) In cases where natural calamity or disaster, weather conditions, civil unrest, suspension of services related to transportation, accommodation and other facilities, governmental orders, or other causes make safe, smooth tour operation impossible, or when 2SB considers the tour cannot be continued.

d) When tour operation becomes impossible owing to factors for which 2SB is liable.

(3) If the Travel Contract is cancelled due to paragraph 1)-(1) above, 2SB shall refund the remaining amount of the received tour fare after deducting cancellation charges.

2) Cancellation of Travel Contracts and Tour Operation by 2SB

(1) If the client has not paid the tour fare by the prescribed date, 2SB may cancel the Travel Contract. In such cases, the client shall pay 2SB the applicable cancellation charge.

(2) In any of the following cases, 2SB may cancel the Travel Contract.

a) When it becomes evident that the client does not satisfy the gender, age, qualification, skill or other requirements specified by 2SB for participation in the tour.

b) When the client is part of The Anti-Social Group.

c) When the client is recognized as unfit to join the tour owing to illness or for other reasons.

d) When the client embarrasses other participants or interferes the Organized Tour.

e) When the minimum number of participants as stipulated by 2SB in the Travel Contract has not been met. In such cases, 2SB shall notify the client of tour cancellation no later than 13 days prior to departure. In case of one day tour, 2SB shall notify the client no later than 3 days prior to the departure.

f) When the necessary conditions as clearly stated at the conclusion of the Travel Contract cannot materialize, such as insufficient snowfall for ski tours, or when 2SB considers that the required conditions cannot be satisfied.

g) In the event of a natural calamity or disaster, poor weather conditions, civil disturbance, suspension of services related to transportation, accommodations, etc., governmental orders, or other circumstances beyond 2SB's control, and when safe, and smooth tour operation according to the itinerary specified in the Travel Contract has become impossible, or 2SB considers that the tour cannot be continued.

- h) When the client demands things that are beyond the reasonable scope of the details in the contract.
 - i) Even after the Travel Contract has been concluded, if 2SB cannot receive the amount specified for the tour fare due to invalidity of the client's credit card or in accordance with the credit company's agreement
- 3) When 2SB cancels the Travel Contract in accordance with paragraph 2)-(1), 2SB shall refund payment after deducting the specified penalties and/or cancellation charges from said payment or from the deposit received from the client but the bank charge shall be paid by the client. When 2SB cancels a tour in conformity with paragraph 2)-(2), hereinabove, 2SB shall refund the full amount of the tour fare (or deposit) received from the client. However, 2SB shall not refund to the liable client and/or person who caused the facts provided in the above paragraph and shall have the right to claim 2SB's loss against them.

16. Cancellation after Departure

1) Cancellation by Client

- (1) When the client leaves the tour group for personal reasons, 2SB shall consider it waiver of contracted rights and claims to any refund.
- (2) If certain tour services cannot be provided as stated in the Travel Contract for reasons beyond client responsibility, relevant portions of the contract may be canceled, with the appropriate refund deducted from the total tour fare.

2) Cancellation by 2SB

(1) 2SB may cancel the Travel Contract for tours after the departure date in the following cases:

- a) When the client is unable to continue the tour owing to illness or other factors.
- b) When the client is part of the Anti-Social Group.
- c) When the client interferes the Organized Tour against the instruction from tour guide/conductor or by violent deeds or menace towards other participants.
- d) When the tour cannot be continued owing to natural disaster, weather conditions, civil unrest, labor disputes, suspension of services by transportation or accommodation facilities, governmental orders, or other causes beyond 2SB's control.

3) Cancellations and Refunds

If 2SB cancels the Travel Contract in accordance with the paragraph 2)-(1) hereinabove, travel services rendered to the client shall be deemed as having been completed, and a refund from the tour fare shall be paid for services not yet rendered. In case 2SB has paid, (or will pay) expenses, cancellation charge, penalty, or etc. for the travel services not rendered owing to the cancellation by paragraph 2)-(1), 2SB shall refund only the balance thereof. 2SB shall not assume any further liability whatsoever to the clients. 2SB shall not refund to the liable client(s) and reserve the right to claim any loss or damages suffered by 2SB caused by the liable client(s) against them.

- 4) When 2SB cancels the Travel Contract for tours in accordance with the paragraph 2)-(1)-a) or -d) hereinabove, 2SB shall, at the client's expense, make necessary arrangements as requested for return to point of departure.

17. Refund of Travel Costs

If 2SB assumes any liability to make a refund to a client in case such as the tour fare reduction and if either the client or 2SB has canceled the Travel Contract in accordance with Article 14 through 16, 2SB shall refund within the 7th day from the next day of cancellation when effecting refund before tour departure, and within 30th day from the next day of the end of the tour as stipulated in the contract in case of reduction or cancellation occur after tour departure.

18. Tour Guide

- 1) In case the Final Tour Itinerary specifies to be escorted by the tour guide speaking foreign language provided in the Travel Contract, the tour guide shall accompany with the clients as a general rule. The guide shall ensure the safety of

the client and smooth operation of the tour as stipulated in the Travel Contract. The client shall act based on the instructions of the tour guide so that the tour can proceed safely and smoothly. The tour guide's service shall be rendered, in principle, from 8:00 to 20:00 unless otherwise provided in the Travel Contract. The tour guide may be provided only at sightseeing destinations in accordance with the Travel Contract.

2) In case the travel services are changed owing to bad weather or other reasons during the period of the tour unaccompanied by the tour guide, the client shall be responsible for arranging the necessary services at their own risk and expenses.

19. Liability of 2SB and Exemptions

1) If 2SB causes any loss or damage to the client by its negligence or fault in performing its obligations under the terms of its Travel Contract, 2SB shall be liable for such loss or damage. However, unless the notice of claim is received by 2SB from the client within 2 years from the next day of the occurrence of the loss or damage, the client shall not be entitled to claim against 2SB or any liable parties who performed any part of the tour.

2) 2SB shall not be liable for loss or damage occurred to the client as stipulated in paragraph 1) hereinabove if it was caused by:

a) Natural disaster, war, riot, and alteration or cancellation of tour itinerary due to such causes.

b) Accidents during transportation or in accommodations and/or damage by fire.

c) Cessation of services related to transportation or accommodation facilities, and/or tour itinerary alteration or cancellation owing to such causes.

d) Orders of either Japanese or foreign governments, immigration regulations, isolation resulting from infectious diseases, and/or tour itinerary alteration or cancellation owing to such causes.

e) Accidents occurred during the client's free activities.

f) Food poisoning.

g) Theft.

h) Delays, stoppages, changes of schedule and route in relation to transportation facilities, and tour itinerary alterations and/or shortened stays at destinations owing to such causes.

3) 2SB shall compensate for loss or damage to baggage as stated above, provided that said damage is reported within 14 days from the next day of the occurrence. 2SB's liability shall be limited to 150,000 yen per person unless loss or damage is caused by the intentional act or gross negligence of 2SB.

20. Special Indemnifications

1) Regardless of whether or not 2SB's liabilities set forth in Article 19-1) should arise, pursuant to 2SB's Provisions on Special Indemnifications, for certain damages to life or body which may arise from unexpected or sudden external events during the client's participation in an organized tour, 2SB will pay compensation for death in the amount of fifteen million yen (JPY 15,000,000); for residual disabilities, in an amount of no more than fifteen million yen (JPY 15,000,000); for condolence money for hospitalization, in an amount of no less than twenty thousand yen (JPY 20,000) and no more than two-hundred thousand yen (JPY 200,000); and for condolence money for hospital commutes, in an amount of no less than ten thousand yen (JPY 10,000) and no more than fifty thousand yen (JPY 50,000.) In case of damages incurred to personal effects and baggage, for each item or each set of items, 2SB will pay compensation of no more than one-hundred thousand yen (JPY 100,000) for each organized tour, and no more than one-hundred fifty thousand yen (JPY 150,000) per a client.

2) Regardless of paragraph 1) above, 2SB shall deem that clients are not participating in the organized tours on the days when the tour services are not provided at all, if specified as such in the Final Tour Itinerary.

3) 2SB shall not pay compensation or provide condolence money as stipulated in paragraph 1) when damages result from the client's intent, driving while intoxicated and/or illness and other causes provided in the Rules of Special Indemnification article 3, 4 and 5 annexed as Exhibit to the Standard General Conditions of Travel Agency Business. The

same restriction applies should the client engage in such dangerous sports and activities as skydiving, bobsledding, hang-gliding (motor-driven or otherwise), gyroplane flying, mountain climbing (using such specialized tools as picks), and others not included in the Organized Tour and engaged in during a client's free time. However, this shall not apply if those activities are included in the organized tours.

4) 2SB shall not assume any liability for: cash, stocks and bonds, credit cards, coupon tickets, airplane tickets, passports, driver's licenses, visas, deposit certificates, savings certificates (including bank books and ATM cards), various data and equivalent, contact lenses, any other valuables (anything more expensive than 20,000 yen per kilogram) and others described in the Rules of Special Indemnification article 18 annexed as Exhibit to the Standard General Conditions of Travel Agency Business.

5) In the case 2SB are liable both to pay compensation as stipulated in paragraph 1) and to indemnify client for damages in accordance with Article 19, 2SB shall be released from its liability to the extent paid when 2SB satisfies either of the above liabilities.

21. Liability of Client

2SB shall require the client to indemnify 2SB for losses or damage sustained owing to the client's action with intent or negligence, fault, conduct against public policy, and/or breach of the Travel Contract.

22. Guarantee of Itinerary

1) If major changes occur in Travel Contract contents, 2SB shall calculate the change compensation money and refund to the client within 30 days from the next day of the end of the tour. However, if 2SB are liable for the changes in accordance with Article 19-1), 2SB shall pay the amount not as compensation for changes but as either a portion or total amount of indemnification for damages.

(1) 2SB shall not pay compensation for changes caused by; (however, compensation shall be paid in the event of shortage, even when services are provided, such as for seats, rooms and other facilities)

a) Bad weather and natural disasters, which hinder the tour itinerary.

b) War, warlike action.

c) Riot.

d) Governmental orders.

e) Suspension of services involving transportation, accommodations, etc., such as cancellation, interruption, cessation, etc.

f) Transport services altered from the original schedule, owing to delays or changes in operation schedules.

g) Necessary measures to prevent tour participants' death or body injury.

(2) If the Travel Contract is cancelled in accordance with Articles 15 and/or 16, 2SB shall not pay compensation for any changes occurred.

(3) 2SB shall not pay compensations if the client is able to receive tour services even when the order of such services is altered from that stated in the Final Tour Itinerary

2) Regardless of paragraph 1) hereinabove, the maximum amount of compensation for changes paid by 2SB under one Travel Contract shall be 15% of the tour fare. This money will not be paid, however, if the total amount is less than 1,000 yen.

3) 2SB shall indemnify the client by economic benefits equivalent to compensation money, or damage indemnification instead of cash payment, if agreed by the client.

Amount of compensation for changes shall be subject to Schedule II referred in the article 29 paragraph 1 of the Subscription Type Organized Tour Contract (Agent-Organized Tour Contract) of the Standard General Conditions of Travel Agency Business.

23. Travel Insurance

2SB requires that all the clients shall have travel insurance of sufficient amount before starting travel and this insurance must cover personal injury and emergency medical expenses.

The client shall provide Insurance Policy for adequate coverage and amounts if requested by 2SB. It is strongly recommended the coverage should include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client.

The client acknowledges that the cost of the tour does not include insurance, and the Client is required to obtain separate coverage at an additional cost. When obtaining travel insurance, the client must ensure the insurer is aware of the type of travel to be undertaken.

24. Privacy Policy

2SB shall use the personal information provided in the tour application forms only for communicating with the client and for arranging transportation and accommodations to provide the services requested by the client.

25. Standard of Tour Conditions and Fares

All the tour fares are effective for the period specified on the Website unless otherwise provided in the Travel Contract.

26. Others

- 1) The client shall pay the expenses incurred when he or she asks for the personal accompaniment of a tour guide for such purposes as guiding or shopping, costs arising from client injury or illness, the return of lost baggage articles left behind as a result of personal negligence, as well as changes incurred by independent activity.
- 2) The client shall be responsible for any and all of individual purchases at souvenir shops etc. even when said shops etc. are introduced by 2SB. 2SB shall not assist the client in the exchange or return, etc. of any purchases.
- 3) Even if Mt. Fuji and/or any other scenery are invisible due to the weather conditions etc., the tour will not be canceled, or tour fare will not be refunded.
- 4) Other matters are subject to the 2SB Travel Contract including related tour documents presented separately.
- 5) Clients who need special attention for reasons of which 2SB may not be aware such as allergies, previous illnesses, and chronic diseases and so on, shall notify and discuss this matter with 2SB before submitting the tour application. Otherwise, 2SB shall not be liable for any problems occurred to the client caused by above reasons.
- 6) This Travel Contract between the client and 2SB shall be governed by and construed in accordance with the laws of Japan.
- 7) Any questions arising out of this contract, or any matters not stipulated here in shall be settled each time by amicable negotiation between the client and 2SB. If the negotiation fails to reach a mutual agreement, the matter shall be submitted to the exclusive jurisdiction of Kyoto District Court of Japan for the settlement.
- 8) These tour conditions represent the English translation of part of the Subscription Type Organized Tour Contract Part of the Standard General Conditions of Travel Agency Business by the Ministry of Land, Infrastructure, Transport and Tourism of Japan.
- 9) The original text was written in Japanese. The English translation has been prepared by 2SB. If any discrepancies should arise between the Japanese and English texts, the former shall prevail at all times.