

## Tour conditions

This outline of tour conditions represents part of the terms of transaction stipulated in Article 12-4 of the Travel Agency Law, and the contract specifying services rendered for travel and other matters as stated in Article 12-5 of the law.

### Article 1. Contract for Agent-Organized Tours

This is a domestic travel organized by MOTO TOURS JAPAN KYOTO Inc. Responsibility rests with the company operating Agent-Organized Tours (here in after referred to as MOTO TOURS JAPAN KYOTO) whose name in full appears below agreement and in its tour pamphlets or website. Clients joining such tours shall conclude an Agent-Organized Tour Contract (here in after referred to as the Travel Contract) with MOTO TOURS JAPAN KYOTO.

MOTO TOURS JAPAN KYOTO Inc.

Address 13-2 Saiin nishiimadacyo, Ukyo-ku, Kyoto 615-0003

Kyoto metropolitan Governor Registered Travel Agency No.2-831

### Article 2. Application for Agent-Organized Tour Contracts and their Conclusion

- 1) The client shall provide information on MOTO TOURS JAPAN KYOTO and/or outsourced operated agencies an application form and submit the form together with the necessary reservation deposit. Paid deposit shall be applied to the tour fare, cancellation charges or penalties.
- 2) MOTO TOURS JAPAN KYOTO may accept applications for travel contracts by telephone, mail, facsimile and other means of communication. In such cases, the client shall submit the application form and reservation deposit to MOTO TOURS JAPAN KYOTO within 3 days counting from the day when acceptance of application is confirmed. If the client fails to supply the required application form and deposit within 3 days, the reservation shall be voided.
- 3) The Travel Contract shall become valid upon MOTO TOURS JAPAN's consent to the conclusion of the contract and receipt of the reservation

deposit.

Tour Price	Application Fee (per person)
under ¥20,000	¥5,000 minimum
from ¥20,000 to ¥50,000	¥10,000 minimum
from ¥50,000 to ¥100,000	¥20,000 minimum
from ¥100,000 and over	tour fee's 20%

### Article3.Special Conditions of Tour Application

- 1) The rider should be 20 years old or over. A passenger under 20 years of age and traveling alone during the tour period shall provide MOTO TOURS JAPAN KYOTO with written consent of his/her guardian. Clients under 15 years of age must be accompanied by a parent or guardian.
- 2) MOTO TOURS JAPAN KYOTO may refuse an application if any one of the client's age, qualifications, skills or other conditions do not conform to those designated for tours aimed at specific customer categories or purposes .
- 3) Disabled clients, clients on a wheelchair or with physical and mental disabilities, clients with food allergy, pregnant or has a possibility of the pregnancy, and accompanied by supplementary dog (guide dog, hearing dog , assistance dog), clients who require special attention from MOTO TOURS JAPAN KYOTO during the tour for reason of chronic disease, general ill-health, pregnancy or physical handicap, shall advise MOTO TOURS JAPAN KYOTO of this when applying for the tour. MOTO TOURS JAPAN KYOTO will provide you further information with all necessary measures during the trip basing on informed details.
- 4) MOTO TOURS JAPAN KYOTO in response to received advises above, shall comply with reasonable and flexible measures. To be able to do so, MOTO TOURS JAPAN KYOTO may ask about client's circumstances and necessary measures or for client's disability's written certificate.
- 5) MOTO TOURS JAPAN KYOTO, to guarantee a safe and smooth travel, may ask for the client to be accompanied by assistance or accompanying staff or may

change a part of route course. Otherwise, MOTO TOURS JAPAN KYOTO may refuse a client's application or cancel travel agreement if not able to guarantee client's required conditions and facilities at destination.

MOTO TOURS JAPAN KYOTO takes a special arrangement in compliance with the client's requests; the client shall be responsible for incurred expenses related with the request.

- 6) If MOTO TOURS JAPAN KYOTO determines that the client needs medical diagnosis or treatment by a physician owing to illness, functional disease or other reasons during the tour, MOTO TOURS JAPAN KYOTO shall take measures necessary to ensure smooth operation of the tour. All costs resulting from such measures shall be borne by the client.
- 7) MOTO TOURS JAPAN KYOTO may refuse participation of clients who threatens to embarrass, inconvenience or interfere with the collective activities of other tour participants.
- 8) MOTO TOURS JAPAN KYOTO may also refuse client participation for any operational reasons.
- 9) MOTO TOURS JAPAN KYOTO may refuse applications from customers turning out being gangster, member of a gang, member of companies or groups related to gangs or other antisocial groups.

#### Article4. Travel Fare's payment

The Tour fare shall be paid no later than the 14th day prior to the eve of the departure date. When application is made on or after the 14th day prior to the eve of the day the tour starts, the tour fare shall be paid before departure by a date designated by MOTO TOURS JAPAN KYOTO.

#### Article5. Regarding travel fare

- 1) Clients who is 12 year's old or over shall be charged adult fare and those aged 6 to 11 shall be charged child fare unless otherwise specified. However , when a tour includes air travel, including travel accommodations, persons aged 3 to 5 will be charged child fare.
- 2) The fare is indicated for each tour course. Clients are asked to confirm the

fare according to the departure date and the number of participants.

- 3) The Tour price shall be the basis for calculating the cancellation charge ( Article 11-1), non-fulfillment fee (Article 11-2) and compensation of modification (Article 18-1). The "Tour Fare" on the advertisements, pamphlets and website will be calculated as follows: rate presented as tour fare "(+)" rate presented as additional fee"(-)" rate presented as reduction.

#### Article6. Included in the Tour Fare

- 1) Fees for transportation specified in the tour schedule (unless noted, it will be ordinary seats)
- 2) Hotel rates, taxes and services specified in tour schedule
- 3) Meal fees, taxes and services specified in tour schedule
- 4) Tourist fees specified in tour schedule (guide fees, ticket fees, entrance fees)
- 5) Tips during group activities
- 6) In case of guide supported tour, guide fees
- 7) Any other items mentioning as included in travel fare in brochures, etc. Note: In case clients choose not to make use of above service, as a general principle, MOTO TOURS JAPAN KYOTO will not refund them.

#### Article7. Not Included in the Tour Fare

Charges and expenses other than those specified in the preceding article 6 are not included.

#### Article8. Changes in the Travel Service Agreement

MOTO TOURS JAPAN KYOTO may, after conclusion of the Travel Contract, cancel the tour or revise its contents and services for any of the following reasons: natural calamity or disaster, weather conditions, civil unrest, suspension of services rendered by transport/ accommodation facilities, provision of transportation not based on the original operational plan, governmental orders, or other circumstances beyond MOTO TOURS JAPAN KYOTO control. MOTO TOURS JAPAN KYOTO reserves the right to take necessary measures when safe, smooth tour operation

in accordance with the itinerary is deemed impossible, or when there is valid reason to believe that the tour cannot continue. In such cases, MOTO TOURS JAPAN KYOTO must promptly convey its inability to function according to the Travel Contract under such circumstances. However, said explanation may be made after revisions in case of emergency.

#### Article 9. Tour Fare Changes

Even after the conclusion of a travel agreement, if transportation fees or other agency fees have been revised significantly beyond what is normally assumed due to a change in the economic situation, etc., the tour fee may change. However, when changing the tour fee, we will inform the customer at least 15 days before the start of the tour.

#### Article 10. Change of Tour Participants

A client who has entered into a Travel Contract may, with MOTO TOURS JAPAN'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 MOTO TOURS JAPAN KYOTO and submit it together with the specified handling fee if any. Moto Tours Japan may refuse the change for reasons such as the transportation or accommodation agents not acknowledging the change.

#### Article 11. Cancellation fees

- 1) If a client cancels the Travel Contract for personal reasons, the following cancellation fees rates will apply to the tour fare. In the tours that have accommodation included, additional costs caused to the remaining participants because of the client's cancellation are responsibility of the client that cancelled. Clients remaining in the tour will incur the balance of additional per room costs associated with the change in number of participants. The following applies to cancellations of the tour spaces:

Cancel/change day		cancel/change fee	
Retroactively counting from the day before tour's start date		Overnight tour	Daily trip
1	21 days before	no charge	no charge
2	20 days before (except for case 3~8)	Tour fee's 20%	no charge
3	10 days before (except for case 4~8)	Tour fee's 20%	Tour fee's 20%
4	7 days before (except case 5~8)	Tour fee's 30%	Tour fee's 30%
5	cancellation on the day before tour's start date	Tour fee's 40%	Tour fee's 40%
6	cancellation on tour's start day	Tour fee's 50%	Tour fee's 50%
7	No show	Tour fee's 100%	Tour fee's 100%
8	Cancel during the tour	Tour fee's 100%	Tour fee's 100%

Time of cancellation	Cancellation Charge	
	Tours Including Accommodations	Tours NOT Including Accommodations
-		
(1) If notice of cancellation is received by MOTO TOURS JAPAN KYOTO 21 or more days prior to the starting date of the tour	No Charge	No Charge
(2) If notice of cancellation is received by MOTO TOURS JAPAN KYOTO 20 days to 11 days prior to the starting date of the tour	20% of the tour fare	No Charge
(3) If notice of cancellation is received by MOTO TOURS JAPAN KYOTO 10 days to 8 days prior to the starting date of the tour	20% of the tour fare	20% of the tour fare

(4) If notice of cancellation is received by MOTO TOURS JAPAN KYOTO 7 days to 2 days prior to the starting date of the tour	30% of the tour fare	30% of the tour fare
(5) If notice of cancellation is received by MOTO TOURS JAPAN KYOTO 1 day prior to the starting date of the tour	40% of the tour fare	40% of the tour fare
(6) If notice of cancellation is received by MOTO TOURS JAPAN KYOTO prior to the starting time of the tour	50% of the tour fare	50% of the tour fare
(7) If notice of cancellation is received by MOTO TOURS JAPAN KYOTO after day of departure, or In case of failure to show without notice	100% of the tour fare	100% of the tour fare

- 2) If a client fails to pay the tour fare by the designated date, MOTO TOURS JAPAN KYOTO will assume the client has resigned from the travel agreement from the day after the due date, and we will charge a penalty fee according to the above cancellation conditions.
- 3) If the client changes the departure day or any transportation , accommodations, tours, tour participants for his or her convenience, MOTO TOURS JAPAN KYOTO shall consider it as a cancellation of the entire tour and the prescribed cancellation charges will be applied.

#### Article12.Cancellation of travel contract by the client

- 1) Before the tour's start
  - (1) The client is entitled to cancel the Travel Contract at any time by paying the cancellation fee as specified in above paragraph. However, MOTO TOURS JAPAN KYOTO will accept the application for cancellation of the contract only when applied within the shop's business hours.
  - (2) In any of the following cases, the client may cancel the Travel Contract without paying any cancellation fee.
    - a. In case the Travel Contract's contents have changed. However, this is

limited to changes listed in paragraphs of article 18 of this contract or other relevant changes.

- b. When the tour fee is increased in accordance with article 9.
  - c. In case natural disaster, war, impossible weather conditions, civil unrest, suspension of transportation, accommodation and other services, governmental orders, or other causes making a safe, smooth tour operation impossible, or when there is a valid reason to believe the tour cannot properly continue.
  - d. When the tour operation according to the pamphlet's schedule becomes impossible due to factors attributable to MOTO TOURS JAPAN KYOTO.
- (3) In case of cancellation of the travel agreement, in accord to paragraph 1-1 of this agreement, MOTO TOURS JAPAN KYOTO will withdraw the prescribed cancellation fee from the tour fee (or application fee) already received. In case that the received application fee does not cover the cancellation fee, MOTO TOURS JAPAN KYOTO will ask for compensation. In case of cancellation of the travel agreement, in accordance to paragraph 1-2 of this agreement, MOTO TOURS JAPAN KYOTO will refund the received tour fee (or application fee).

## 2) Cancellation After Departure

- (1) When the client leaves the tour group for personal reasons, MOTO TOURS JAPAN KYOTO will consider it a waiver and will not make any refund.
- (2) When tour operation according to the pamphlet's schedule becomes impossible due to factors beyond the client's responsibility, the customer/client will become able to may resign from the contract without having to pay any cancellation fee.
- (3) In case of Paragraph 2-2 of this agreement, MOTO TOURS JAPAN KYOTO will refund the portion of the travel fee which can no longer be received by the traveler. However, in case of cancellation for a reason not attributable to MOTO TOURS JAPAN KYOTO, MOTO TOURS JAPAN KYOTO will refund already paid amount to the customer after deducting cancellation fee, penalty fee, and the expenses.

Article 13. Tour Agreement cancellation from MOTO TOURS JAPAN KYOTO



1) Before the Tour's start

(1) In accord to paragraph 4 of this agreement, in case the client has not paid the tour fare by the prescribed date, MOTO TOURS JAPAN KYOTO may resign the Tour Agreement. In this case, MOTO TOURS JAPAN KYOTO will ask for a penalty fee equal to the cancellation fee specified in paragraph 11 of this agreement.

(2) MOTO TOURS JAPAN KYOTO may resign the Tour Agreement in case any of the below conditions occur.

a. When it becomes evident that the client does not satisfy the gender, age, qualification, skill or other requirements specified by MOTO TOURS JAPAN KYOTO for joining the tour.

b. When the client is recognized as unfit to join the tour due owing to illness or for other medical reasons.

c. When the client evidently threatens to cause other participants embarrassment or inconvenience, or might otherwise interferes with the smooth performance of the tour's group activities.

d. When the customer is found being part of a criminal syndicate, a member of a criminal syndicate or an organization connected to a criminal syndicate, or affiliated to crime groups or other criminal organizations.

e. When the client demands things that are beyond the reasonable scope of the details mentioned in the contract.

f. When the minimum number of participants as stipulated by MOTO TOURS JAPAN KYOTO in the Travel Contract has not been met. In such cases, MOTO TOURS JAPAN KYOTO shall notify the client of the tour cancellation no later than 13th days (3rd days in case of one-day tour) prior to the eve of departure.

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 MOTO TOURS JAPAN's control that make a safe, and smooth tour operation impossible according to the itinerary specified in the Travel Contract, or other valid reason to make believe that the tour cannot continue.

(3) When MOTO TOURS JAPAN KYOTO cancels the Travel Contract in accordance with paragraph 1 of this agreement, it shall refund payment after deducting the specified penalties from said payment or from the deposit received from the

client. When MOTO TOURS JAPAN KYOTO cancels a tour in conformity with Clause 2, hereinabove, it shall refund the full amount of the tour fare (or deposit) received from the client.

2) Cancellation after departure

(1) MOTO TOURS JAPAN KYOTO 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 due to illness or other medical conditions.
- b. When the client evidently threatens to cause other participants embarrassment or inconvenience, or might interfere with the smooth performance of the tour's group activities.
- c. When the tour cannot continue due to natural disaster, weather conditions, civil unrest, labor disputes, suspension of services by transportation or accommodation facilities, governmental orders, or other causes beyond MOTO TOURS JAPAN KYOTO control.

(2) In below cases, MOTO TOURS JAPAN KYOTO can cancel the tour agreement:

- a. When the guest has turned out to be representing a criminal organization, a member of a criminal organization, or community connected to a criminal organization or an individual who is affiliated to a criminal organization or antisocial person.

(3) If MOTO TOURS JAPAN KYOTO cancels the Travel Contract in accordance with the Article.13,2)-(1) hereinabove, travel services rendered to the client shall be deemed as having been completed, and a refund from the tour price shall be paid for services not yet rendered. In cases where travel services are not rendered owing due to tour cessation , or services for which MOTO TOURS JAPAN KYOTO has paid,(or will pay)expenses, cancellation charge, penalty, or etc., MOTO TOURS JAPAN KYOTO will refund only the remaining balance thereof.

(4) When MOTO TOURS JAPAN KYOTO cancels the Travel Contract for tours in accordance with the Article13,2)(1) a)and c) hereinabove, MOTO TOURS JAPAN KYOTO shall, at the client's expense, make the necessary arrangements as requested for the customer to return to the point of departure.

(5) When the travel agreement based on Article13,2)(1) is cancelled, the contract relation between Moto Tours Japan and the customer will disappear only in the following future. About MOTO TOURS JAPAN's

liability concerning the travel service already provided to the client, a valid return has been done.

#### Article14. Tour Attendant

- 1) The pamphlet shows if the tour is with or without the tour attendant.
- 2) A Tour Conductor shall accompany the tour course throughout the entire duration of the tour itinerary. The conductor shall, in principle, provide the services necessary for smooth tour operation in order to maintain the flow of the itinerary prescribed in the contract document. Clients must follow the instructions of the conductor in order to maintain the safe and smooth operation of the itinerary.
- 3) As a general rule, the conductor shall provide services, from 8:00a.m. to 8:00p.m.
- 4) Neither a Tour Conductor nor an English-speaking guide shall accompany clients on individualized tours (Self Support course). Clients joining such tours will be responsible for procurement of desired services after being provided with travel coupons and/or tickets by MOTO TOURS JAPAN KYOTO.
- 5) In cases where travel services must be altered owing to inclement weather or other conditions during unaccompanied portions of the tour, clients shall be responsible for arranging the required services on their own behalf.

#### Article15. Liability and Exemptions of MOTO TOURS JAPAN KYOTO

- 1) In performing its obligations under the terms of its Tour Contract, when MOTO TOURS JAPAN KYOTO causes damage to the client by accident and by intention, MOTO TOURS JAPAN KYOTO shall be liable for such damages. However, this only applies if the damage report is made within 2 years reckoned from the following day which damage is occurred.
- 2) Concerning the damage occurred to luggage during the previous article, MOTO TOURS JAPAN KYOTO shall compensate damage to baggage up to a maximum of 150,000 yen per traveler, only if it is reported to MOTO TOURS JAPAN KYOTO within 14 days counting from the day after the occurrence, regardless of regulation mentioned in the previous article.

- 3) MOTO TOURS JAPAN KYOTO shall not be liable as stipulated in paragraph 1 if the client incurred damages such as the following reasons for example:
  - (1) Cancellation of the trip or tour schedule modification due to natural disaster, war, civil unrest.
  - (2) Cancellation of the trip or tour schedule modification occurred by accidents during transportation or in the accommodations, or by natural disasters.
  - (3) Cancellation of the trip or tour schedule modification due to government order, or due quarantine in the cause of infectious diseases.
  - (4) Accidents occurring during the client's free activities.
  - (5) Food poisoning.
  - (6) Theft.
  - (7) Shortening of stays at destinations or tour schedule modification due to delay, stoppage, schedule modification and rout modification of transportation facilities.

#### Article 16. Special Indemnifications

- 1) In accordance with the MOTO TOURS JAPAN's Organized Tour Contract , MOTO TOURS JAPAN KYOTO shall pay compensation or provide condolence money prescribed in advance to the client in the event of death or significant bodily harm or damage to baggage occurred by accident encountered suddenly and externally during the organized tour regardless of MOTO TOURS JAPAN's responsibility as stipulated in Article 15-1. When MOTO TOURS JAPAN KYOTO has liability of mentioned in Article 15-1, this compensation will be apply to portion or total amount of the compensation for damages.
- 2) MOTO TOURS JAPAN KYOTO, in accordance with paragraph 1 of this agreement, shall not pay compensation or provide condolence money when damages result from the client's willful negligence, drunk driving and/or diseases. The same restriction applies in case the client engage in dangerous sports and activities as skydiving, luge, bobsledding, hang-gliding (motor-driven or otherwise), gyro-plane flying, mountain climbing ( using such specialized tools as picks), and others not included in the organized tour and engaged in during free time.
- 3) Except for articles listed as exempted from MOTO TOURS JAPAN KYOTO responsibility as specified in MOTO TOURS JAPAN's terms and conditions,

items such as cash, stocks, credit card, coupons, flight ticket, passport, drive license, visa, deposit receipt, bank account certificate (including bankbook and bank cards) and similar items, contact lens MOTO TOURS JAPAN KYOTO will not pay compensation.

- 4) In case MOTO TOURS JAPAN KYOTO incurs both the duty to pay compensation as stipulated in article 16-1 and to indemnify client for damages in accordance with Article 15, both shall be regarded as "already executed" within their amount limits when any one of the above duties is satisfied.

#### Article 17. Liability of Client

- 1) MOTO TOURS JAPAN KYOTO will ask for damage compensation from customers in case of acts contrary to public order and moral caused by customer's intentions or negligence of MOTO TOUR JAPAN's contract rules.
- 2) Customers when signing MOTO TOURS JAPAN's tour agreement have the duty of apply the information provided by MOTO TOURS JAPAN KYOTO and understand customer's rights and obligations written into it.
- 3) To let MOTO TOURS JAPAN KYOTO provide the best service to the customer, in case the customer, after the start of the tour, will recognize he is being provided a service differing from the information provided in tour's pamphlet, etc., customer shall promptly notify the situation at the attendant staff, at the intermediary staff, at the travel agent or other dealer providing the travel service to the customer.
- 4) In case customer during the tour will be in need for care due to illness, injury, etc, MOTO TOURS JAPAN KYOTO may take necessary measures. In this case, if MOTO TOURS JAPAN KYOTO is not responsible for the cause of the illness, injury, etc., the client shall bear all costs for said measures and must make the payments by the ways and date specified by MOTO TOURS JAPAN KYOTO.

#### Article 18. Itinerary Assurance

- 1) MOTO TOURS JAPAN KYOTO shall pay within 30 days from the next day after tour's end to the customer a compensation of modification which calculated basing on the percentage mentioned on the right side of the following table applied

to the travel fare specified on Article 5-3, when major changes of travel content defined on the left side of the following table occur. However, in case MOTO TOURS JAPAN's liability in accord to Article 15-1 of this contract will become obvious, MOTO TOURS JAPAN KYOTO shall pay the amount not as change compensation, but as a portion or total amount for damage compensation.

- (1) MOTO TOURS JAPAN KYOTO shall not pay compensation for changes occurring for the following reasons (however, MOTO TOURS JAPAN KYOTO will pay compensation in the event of shortage of transportations or seats, hotels rooms or other facilities in spite of the service is offered)
    - a. Bad weather and natural disasters which hinder the tour itinerary.
    - b. War.
    - c. Rebellion.
    - d. Public institutions orders.
    - e. Suspension of services like transportation, accommodations, due to activities cancellation, interruption, cessation, etc.
    - f. Provision of transport services different from the original schedule, due to delays or changes in operation schedules.
    - g. Necessary facilities to secure tour participant life and body safety.
  
  - (2) In case of the modification of part influenced by cancellation of the travel contract according to regulations of paragraphs 12 or 13, MOTO TOURS JAPAN KYOTO shall not pay any compensation.
  
  - (3) Even in case of changes in the order of services described in travel's pamphlet, in case customer will be able to receive all expected service during the tour, MOTO TOURS JAPAN KYOTO shall not pay any compensation fee.
- 2) Notwithstanding paragraph 1 of this contract, tour change maximum compensation fee to be paid by MOTO TOURS JAPAN KYOTO shall be the fare specified in paragraph 5 part 3 multiplied by 15%. However MOTO TOURS JAPAN KYOTO shall not pay the compensation in case the total amount of the change compensation will be less than 1,000 yen.
  
  - 3) When the situation warrants, MOTO TOURS JAPAN KYOTO, with customer's consent, may guarantee in exchange for payment compensation the supply of equivalent goods and services instead of economic payment.

Changes MOTO TOURS JAPAN KYOTO shall pay compensation for	Change compensation amount = below percentage x due travel fee	
	In case the notification is done to the customer before tour's start date	In case the notification is done to the customer after tour's start date
1. Change in tour departure or end date specified in tour brochures	1.5%	3.0%
2. Changes in tour places or tour facilities (including restaurants) specified in tour brochures	1.0%	2.0%
3. Changes in transportation level or transportation fee as described in the pamphlet to as stated in tour brochures to a lower cost one (only when tour total price after change becomes lower specified in Tour brochure.)	1.0%	2.0%
4. Changes in transport vehicles or operating company specified in tour brochures	1.0%	2.0%
5. Change in name or type of category or name of accommodation place specified in tour brochure	1.0%	2.0%
6. Change in hotel room category, facilities, or view as specified in tour brochures	1.0%	2.0%
7. Except for changes in above 1~6 conditions, changes in tour title's actual facts as specified in tour's brochure	2.5%	5.0%

Note1: For transportation facilities, one change shall be deemed as one change per one transportation; for accommodation facilities, one change per one overnight stay; and for other travel services, one change per one applicable matter.

Note2: Even in case of multiple changes concerning condition 4 or 6, it will be counted as one change for one transportation or one night accommodation.

Note3: In case of changes as listed in condition 7, MOTO TOURS JAPAN KYOTO will not apply change fee listed in condition 1 to 6 and will apply condition 7's fee.

Article19. Travel conditions for customers asking for "Correspondence agreement"

We may receive an application from a credit cardholder (hereinafter referred to as a "member") of a credit company on condition receiving payment of travel fee or cancellation fee (situation hereinafter referred as "Correspondence agreement") without member's signature.

However, our company may not be able to provide the service due to the lack of specific agreement with travel agencies or due to business reasons. According to contract travel agency, we may not provide the service. Correspondence agreement conditions differ from the ordinary travel conditions as below.

- 1) During reservation procedures, MOTO TOURS JAPAN KYOTO will receive your card information as card holder's name, card number, card's expiration date.
- 2) Contract shall be concluded when MOTO TOURS JAPAN KYOTO gives its consent in case of application by telephone, and when MOTO TOURS JAPAN KYOTO issue a notification of its consent in case of other communications means.
- 3) "Card usage date" shall be considered the day the payment or travel charge refund, etc has been performed. Card usage date for tour fee payment shall be considered "contract conclusion date." Card usage date for cancellations fee payment shall be considered "Contract cancellation request's day".
- 4) In case the payment cannot be performed with applying member's credit card due to charge limit or similar reason, MOTO TOURS JAPAN KYOTO shall cancel the Correspondence agreement, charging a cancel fee as mentioned in paragraph 11 part 1. However, these conditions shall not apply if travel charges are paid in cash until a separately designed date decided by MOTO TOURS JAPAN KYOTO.

#### Article20. Privacy Policies

- 1) MOTO TOURS JAPAN KYOTO will use the personal information provided in the tour application forms for communicating with clients and for arranging transportation, accommodations other facilities request by the client. Furthermore, customers' personal information may also be used to research and develop our travel products and to provide travel product information to customers.
- 2) MOTO TOURS JAPAN KYOTO and its group companies will use in common the minimum necessary scope of personal information owned by Moto Tours



Japan for contacting customers in order to provide information about products, services, campaigns, and other matters handled by each company

- 3) MOTO TOURS JAPAN KYOTO may provide customers' names, addresses, telephone numbers and other required information to the transport service, the accommodations, other facilities and land operators in order to arrange the requested travel in order to arrange the tour. When we receive the tour application from the client, it shall mean the client agree to provide his personal data.
- 4) To improve service and to verify the inquiry content, phone calls may be monitored.

#### Article 21. Others

- 1) The client shall pay the expenses such as the personal accompaniment of a tour conductor for such purposes as guiding shopping, costs arising from client injury or illness, the return of lost baggage or articles left by personal negligence, extra charge occurred by independent activity.
- 2) For our client's convenience, Moto tours Japan may suggest souvenir shops, but the client have to purchase on his own responsibility. Moto Tours Japan could not help to exchange or return the product.
- 3) Please observe meeting time. MOTO TOURS JAPAN KYOTO will not assume any responsibility toward any participation cancellation due to delay on meeting time.
- 4) Due to the traffic jam during Saturday, Sunday, holidays, golden week and summer holidays the tour could not be organized on time.
- 5) In addition to paragraph 4 of this section, in case clients will have to use taxi or to stay overnight due to late return caused by road accident, bad weather or other force majeure causes, also in case of damage caused by shortened overstay time at the destination, MOTO TOURS JAPAN KYOTO will not make any refund.
- 6) Please notice that in case clients order extra alcoholic drinks, food or service, in accommodations, the tax such as VAT will be imposed.
- 7) Under any circumstances Moto Tours Japan reorganize a tour.

## Article22. Validity of tour conditions and Price

The tour conditions are valid as of March1st, 2018. The record date of travel price calculation is mentioned in the pamphlet.

Conditions not stipulated in above conditions, please verify MOTO TOURS JAPAN KYOTO travel agency agreement (referred to subscription type package tour contract)

Tour Operator: Moto Tours Japan Kyoto Inc.

Kyoto metropolitan Governor Registered Travel Agency No.2-831

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General incorporated association All Nippon Travel agent Association regular member

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