

**STANDARD TERMS AND CONDITIONS
OF TRAVEL CONTRACTS**

Travel Consultation Contracts



Heartland JAPAN



Scope of Activities : Domestic Travel
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Name of Branch : Head Office
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The original text was written in Japanese. The English translation has been prepared by JATA. If any discrepancies should arise between the Japanese and English texts, the former shall prevail at all times.

STANDARD TERMS AND CONDITIONS OF TRAVEL CONTRACTS

Travel Consultation Contracts

(Scope of application)

Article 1

A Travel Consultation Contract which this company (hereinafter referred to as “the Company”) concludes with a Traveler shall be subject to the provisions of these General Terms and Conditions. Matters which are not provided for in these General Terms and Conditions shall be governed by the laws, ordinances, regulations and generally established practice.

2. If the Company has concluded a special agreement in writing without violating the laws, ordinances and regulations and within the scope not unfavorable to the Traveler, the said special agreement, notwithstanding the provisions of the preceding Paragraph, shall prevail over the provisions of these General Terms and Conditions.

(Definition of a Travel Consultation Contract)

Article 2

A "Travel Consultation Contract" as stated in these General Terms and Conditions means a contract under which the Company undertakes to perform the business referred to in the following Items by commission from the Traveler under the agreement that the Company receives a travel business handling charge (hereinafter referred to as "Consultation Fee"):

(1) Provision of advice necessary for the Traveler to prepare a travel plan;

(2) Preparation of a travel plan;

(3) Estimation of expenses involved in the travel;

(4) Provision of information concerning the place of travel and transportation/accommodation facilities, etc.;

(5) Provision of other advice and information necessary for the travel.

(Coming into Effect of a Contract)

Article 3

A Traveler who intends to conclude a Travel Consultation Contract with Company must submit to the Company an application form in which the prescribed matters are entered by the Traveler.

2. A Travel Consultation Contract shall come into effect at the time when the Company has agreed to conclude the contract and received the application form referred to in the preceding Paragraph.

3. Notwithstanding the provisions of the preceding two Paragraphs, the Company may accept an application for a Travel Consultation Contract by telephone, mail, facsimile or other means of communications without receiving an application form. In this case, the Travel Consultation Contract shall come into effect at the time when the Company has agreed to conclude the contract.

4. The Company may not agree to conclude a Travel Consultation Contract when it is

inconvenient for a business reason, or if the contents of consultation of the Traveler are against public order and good morals, or there is a possibility of such contents being in violation of the law, ordinances and regulations in force in the place of travel.

(Consultation Fee)

Article 4

If the Company has performed the business mentioned in Article 2, the Traveler must pay to the Company the Consultation Fee prescribed by the Company by the date fixed by the Company.

(Responsibility of the Company)

Article 5

If the Company has caused any damage to the Traveler intentionally or by negligence in performing the Travel Consultation Contract, it shall be responsible for compensating for the said damage, provided that the Company has been notified of the damage within 6 months of the day following the date of occurrence of such damage.

2. The Company does not guarantee that arrangements can actually be made with respect to the transportation/accommodation facilities, etc., mentioned in the travel plan prepared by the Company. Therefore, even if it has not been possible to conclude a contract with transportation/accommodation facilities, etc., for the provision by these facilities of travel services, such as transportation, accommodation, etc., due to a reason of being full, and so forth, the Company shall not be responsible for it.