

Terms and Conditions of Custom-Ordered Package Tour

*(Based on Article 12-4 of the Travel Agency Act: Written Explanation of Travel Conditions)
(Based on Article 12-5 of the Travel Agency Act: Contract Document)*

When our company undertakes travel arrangements at the request of the customer, unless otherwise specified in the itinerary (course schedule) or the travel conditions document (or quotation), the terms shall be as follows. This document of transaction conditions will constitute part of the travel contract once the contract is concluded.

1. Definition of Custom-Ordered Package Tour Contract

A “Custom-Ordered Package Tour Contract” (hereinafter referred to as the “Contract”) means a travel contract in which our company prepares a travel plan, at the request of the customer, specifying the destination and itinerary of the travel, the transportation and other services that the customer is entitled to receive, and the amount of the travel fee to be paid by the customer to our company, and conducts the travel accordingly.

2. Application for the Contract

Customers who wish to apply for a contract concerning the contents of the plan provided by our company shall complete the prescribed application form and submit it to our company together with the prescribed deposit as separately determined by us.

Customers who wish to conclude a communication contract must notify our company of their membership number, notwithstanding the preceding paragraph.

When an application for a travel contract is made by a representative (the “Contract Representative”) on behalf of a group of travelers, the Contract Representative shall be deemed to possess all agency authority regarding the conclusion, cancellation, and other matters concerning the contract.

The Contract Representative must submit to our company a list of group members by the date specified by our company.

Our company shall not be liable for any obligations or liabilities, whether existing or anticipated in the future, that the Contract Representative may owe to the group members.

If the Contract Representative does not accompany the group during the trip, the group member pre-appointed by the Contract Representative shall be deemed the Contract Representative after commencement of the trip.

- a. Customers with physical disabilities,
- b. Customers with health issues,
- c. Pregnant customers,
- d. Customers using guide dogs, or other customers requiring special consideration, must notify us accordingly. We will respond within a reasonable range. Any costs required for special arrangements made by us based on the customer’s request shall be borne by the customer.

3. Refusal of Contract Conclusion

Our company may decline to conclude a contract in the following cases:

1. When there are business-related reasons of our company.
2. When attempting to conclude a communication contract, if the customer's credit card is invalid, or if all or part of the obligation relating to the travel fee cannot be settled in accordance with the membership regulations of the affiliated card company.
3. When the customer falls under any of the following categories:
 - (i) The customer is likely to cause inconvenience to other travelers or to hinder the smooth implementation of group activities.
 - (ii) The customer is recognized as a member of an organized crime group, a quasi-member of such group, an associate, a company related to such group, a corporate racketeer, or any other antisocial force.
 - (iii) The customer has made violent or unjust demands, has made intimidating statements or engaged in violent acts in relation to transactions, or has engaged in conduct equivalent thereto.
 - (iv) The customer has spread rumors, used fraudulent means or intimidation to damage the credibility of our company, or obstructed our business, or has engaged in conduct equivalent thereto.

4. Time of Contract Formation

The contract shall be established when our company accepts the conclusion of the contract and receives the deposit.

Notwithstanding the above, our company may, by written special agreement, accept an application for a contract without receiving a deposit. In such case, the contract is deemed to have been established upon issuance of the special agreement document.

The deposit shall be applied toward the travel fee, cancellation fee, or any other payment the customer owes to our company.

For communication contracts, notwithstanding paragraph (1), the contract shall be established at the time the customer receives our notice of acceptance of the contract.

5. Delivery of Contract Document

After the contract is established, our company will promptly deliver to the customer a written contract document stating the itinerary, contents of the travel services, travel fee, and other travel conditions, as well as matters concerning the responsibilities of our company.

The scope of travel services that our company is obligated to arrange and manage under the package tour contract shall be limited to those specified in the written contract document.

6. Final Document (Confirmed Itinerary/Services)

If the names of confirmed transportation or accommodation facilities cannot be stated in the contract document, our company shall indicate in that document the names of the intended accommodation facilities and major transportation facilities to be used. Thereafter, by the date specified in the contract document (no later than the day before the commencement of travel, or, if the contract is concluded within 7 days prior to departure, by the day of departure), our company will deliver a final document stating the confirmed details.

(2) In the case described above, if a customer inquires about the status of arrangements prior to delivery of the final document, our company shall respond promptly and appropriately even before the final document is issued.

(3) Once the final document is delivered, the scope of travel services that our company is obligated to arrange and manage shall be limited to those specified in the final document.

7. Payment of Travel Fee and Changes to the Travel Fee

(1) The amount of the travel fee shall be stated in the planning document of the custom-ordered package tour. The travel fee must be paid by the deadline specified by our company prior to the departure date.

(2) If the officially announced applicable fares and charges of the transportation facilities to be used (valid on the reference date stated in the planning document) are substantially revised, beyond the normal range reasonably foreseeable due to significant changes in economic conditions, the travel fee may be increased or decreased by the difference. If the fee is to be increased, our company will notify the customer no later than the 15th day prior to the departure date, and in such case, the customer may cancel the contract without paying any planning fee or cancellation charges. If the applicable fares and charges are reduced, the travel fee shall be reduced accordingly.

(3) If the contract document states that the travel fee varies depending on the number of users of transportation or accommodation facilities, and the number of users changes after the conclusion of the contract due to reasons not attributable to our company, the travel fee may be adjusted according to the provisions of the contract document.

8. Changes to the Contract Contents

(1) When the customer requests a change to the contract contents, our company will accommodate such request to the extent possible. In such cases, the travel fee may be adjusted.

(2) In the event of natural disasters, war, civil unrest, suspension of travel services by transportation or accommodation providers, government orders, provision of transportation services not based on the original operational plan, or other circumstances beyond our company's control, our company may change the itinerary, the content of travel services, or other details of the custom-ordered package tour as necessary to ensure the safe and smooth implementation of the travel. In such cases, our company shall promptly explain to the customer the reasons for such circumstances (being beyond our company's control) and the causal relationship to the change. However, in urgent cases where unavoidable, such explanation may be provided after the change.

9. Cancellation of the Travel Contract

(1) When Planning Fees or Cancellation Charges Apply

1. The customer may cancel the travel contract by paying the planning fee or cancellation charges as stated in the planning document.
2. Even in cases where cancellation is due to reasons such as loan arrangements or travel procedures that are not attributable to our company, cancellation charges as stated in the planning document shall apply.
3. When our company specifies, with supporting documentation, the amount of cancellation fees payable to transportation or accommodation providers, the customer may cancel the travel contract by paying the specified cancellation fees.

(2) When Planning Fees or Cancellation Charges Do Not Apply

The customer may cancel the travel contract prior to departure without paying the planning fee or cancellation charges in the following cases:

1. When important changes are made to the travel contract contents as listed in the left-hand column of the table in Article 12.
2. When the travel fee is increased (except where the customer has requested changes to the contract contents).
3. When natural disasters, war, civil unrest, suspension of travel services by transportation or accommodation providers, government orders, or other circumstances arise making safe and smooth implementation of the travel impossible or highly likely to become impossible.
4. When our company fails to deliver the final document by the specified date.
5. When circumstances attributable to our company make it impossible to implement the travel in accordance with the itinerary specified in the contract document.

(3) Cancellation After Commencement of Travel

If, after the commencement of travel, the customer becomes unable to receive the travel services specified in the contract document due to reasons not attributable to the customer, or if our company informs the customer accordingly, the customer may cancel the part of the contract corresponding to the services not received without paying the planning fee or cancellation charges, notwithstanding paragraph (1). In such cases, our company shall refund to the customer the portion of the travel fee corresponding to the services not received.

(4) Cancellation by Our Company Before Departure

Our company may cancel the travel contract, providing reasons to the customer, prior to departure in the following cases:

- (i) When the customer is deemed unable to endure the travel due to illness, lack of necessary caregiver, or other reasons.
- (ii) When the customer requests a burden exceeding a reasonable range regarding the contract contents.

- (iii) When conditions necessary for the implementation of the travel (e.g., sufficient snowfall for ski tours), which were explicitly stated at the time of contract, are unlikely to be fulfilled.
- (iv) When natural disasters, war, civil unrest, suspension of travel services by transportation or accommodation providers, government orders, or other circumstances beyond our company's control arise, making it impossible or highly likely to be impossible to safely and smoothly implement the travel according to the itinerary specified in the contract document.
- (v) When it is determined that the customer falls under any of items (i) to (iv) of Section 3(3).

(5) Cancellation by Our Company After Commencement of Travel

Our company may cancel the travel contract, providing reasons to the customer, after the commencement of travel in the following cases:

- (i) When the customer is deemed unable to continue the travel due to illness, lack of necessary caregiver, or other reasons.
- (ii) When the customer disrupts group discipline and hinders the safe and smooth implementation of the travel by failing to follow instructions of our tour conductor or other staff, or by committing assault, intimidation, or similar acts against them or other travelers.
- (iii) When natural disasters, war, civil unrest, suspension of travel services by transportation or accommodation providers, government orders, or other circumstances beyond our company's control arise, making continuation of the travel impossible.
- (iv) When it is determined that the customer falls under any of items (ii) to (iv) of Section 3(3).

In the above cases, our company shall refund to the customer an amount calculated by deducting from the portion of the travel fee corresponding to the services not received the cancellation fees, penalties, and other costs already paid or to be paid (except where attributable to our company).

10. Responsibility of Our Company

(1) If our company or its arranging agents cause damage to the customer intentionally or through negligence, our company shall compensate for such damage.

(2) If the customer suffers damage due to natural disasters, war, civil unrest, suspension of travel services by transportation or accommodation providers, government orders, or other causes beyond the control of our company or its agents, our company shall not be liable for such damage, except in the case specified in paragraph (1).

(3) For damage to baggage, our company shall compensate up to 150,000 yen per traveler (except when our company has acted intentionally or with gross negligence), provided that the customer notifies our company within 14 days in the case of domestic travel, or within 21 days in the case of overseas travel, counting from the day following the occurrence of the damage.

11. Special Compensation

If the customer suffers certain damage to life, body, or baggage due to a sudden and accidental external accident during participation in the tour, our company shall pay compensation in accordance with the Special Compensation Regulations of the Travel Agency Terms and Conditions, as follows:

- **Death Benefit:** JPY 25,000,000 for overseas travel, JPY 15,000,000 for domestic travel.
- **Hospitalization Benefit:** For overseas travel, JPY 40,000–400,000 depending on the number of days hospitalized; for domestic travel, JPY 20,000–200,000.
- **Outpatient Benefit:** For overseas travel, JPY 20,000–100,000 depending on the number of days; for domestic travel, JPY 10,000–50,000.
- **Damage to Personal Effects:** Up to JPY 150,000 per traveler (with a limit of JPY 100,000 per item or pair).

If the itinerary specifies any day on which the customer does not receive any travel services arranged by our company (according to local standard time at the destination), and if the contract document explicitly states that compensation and condolence payments will not be made for accidents occurring on such days, then such days shall not be deemed part of “tour participation.”

12. Itinerary Guarantee

If any of the changes listed in the table below occur in the travel itinerary, our company shall pay a compensation for changes calculated by multiplying the travel fee by the rates specified in the table, in accordance with the Travel Agency Terms and Conditions (Custom-Ordered Package Tour Contracts).

However:

- The total amount of change compensation to be paid for one travel contract shall not exceed 15% of the travel fee.
- If the total amount of compensation for one contract is less than JPY 1,000, no compensation shall be paid.

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(1) If our company or its arranging agents cause damage to the customer intentionally or through negligence, our company shall compensate for such damage.

(2) If the customer suffers damage due to natural disasters, war, civil unrest, suspension of travel services by transportation or accommodation providers, government orders, or other causes beyond the control of our company or its agents, our company shall not be liable for such damage, except in the case specified in paragraph (1).

(3) For damage to baggage, our company shall compensate up to 150,000 yen per traveler (except when our company has acted intentionally or with gross negligence), provided that the customer notifies our company within 14 days in the case of domestic travel, or within 21 days in the case of overseas travel, counting from the day following the occurrence of the damage.

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- **Death Benefit:** JPY 25,000,000 for overseas travel, JPY 15,000,000 for domestic travel.
- **Hospitalization Benefit:** For overseas travel, JPY 40,000–400,000 depending on the number of days hospitalized; for domestic travel, JPY 20,000–200,000.
- **Outpatient Benefit:** For overseas travel, JPY 20,000–100,000 depending on the number of days; for domestic travel, JPY 10,000–50,000.
- **Damage to Personal Effects:** Up to JPY 150,000 per traveler (with a limit of JPY 100,000 per item or pair).

If the itinerary specifies any day on which the customer does not receive any travel services arranged by our company (according to local standard time at the destination), and if the contract document explicitly states that compensation and condolence payments will not be made for accidents occurring on such days, then such days shall not be deemed part of “tour participation.”

12. Itinerary Guarantee

If any of the changes listed in the table below occur in the travel itinerary, our company shall pay a compensation for changes calculated by multiplying the travel fee by the rates specified in the table, in accordance with the Travel Agency Terms and Conditions (Custom-Ordered Package Tour Contracts).

However:

- The total amount of change compensation to be paid for one travel contract shall not exceed 15% of the travel fee.
- If the total amount of compensation for one contract is less than JPY 1,000, no compensation shall be paid.

13. Responsibilities of the Customer

(1) If our company suffers damage due to the customer's intention or negligence, the customer must compensate for such damage.

(2) Customers must make use of the information provided by our company and endeavor to understand the rights, obligations, and other contents of the contract as stated in the contract document.

(3) After commencement of travel, if the customer recognizes that the travel services received differ from those stated in the contract document, the customer must promptly notify our company or the travel service provider at the destination.

14. Reporting of Accidents and Other Incidents

If any accident or similar incident occurs during the trip, the customer must immediately notify the contact specified in the final document. (If unable to do so, notification must be made as soon as the circumstances preventing such notification cease.)

15. Overseas Travel Insurance

For a safe and secure journey, customers are strongly encouraged to obtain overseas travel insurance on their own. Please consult our staff for details about overseas travel insurance.

16. Handling of Personal Information

(1) Personal information provided at the time of application will be used for communication with the customer, for arranging transportation and accommodation, and to the extent necessary, may be provided to such service providers. In addition, for the customer's convenience in shopping or other activities at the destination, personal information such as the customer's name and flight information may be electronically provided to relevant businesses. By applying, customers are deemed to consent to such provision of personal information.

(2) Regarding personal information provided to third parties located overseas, please refer to the information on personal information protection available on our company's website: <https://tour.andnature.jp/privacy-policy/>.

(3) To prepare for any illness or injury during the trip, our company asks for the personal information of an emergency contact person. This information will only be used if our company determines it necessary to contact that person due to illness or injury. Customers must obtain the consent of the emergency contact person before providing their personal information to us.

(4) Our company may share customer personal information with group companies for product development, sales promotion, communication, and customer support purposes. The personal information jointly used includes: address, name, phone number, age, date of birth, gender, purchase history, email address, passport number.

(5) For further details regarding our personal information handling policy, please see our company's website: <http://www.knt.co.jp>.

17. Governing Terms

Matters not specified in this travel conditions document shall be governed by the company's Travel Agency Terms and Conditions (Custom-Ordered Package Tour Contracts). Customers may request a copy of our Travel Agency Terms and Conditions.

And Nature Co., Ltd.
Hideki Takeda (Seal)

Certified Travel Services Manager: The Certified Travel Services Manager is responsible for transactions related to your travel. If you have any questions regarding the contract or its contents that are not sufficiently explained by the staff in charge, the manager listed above will provide the final explanation.