

# ADVENTURE

Online Travel Agent

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*This is an English translation of the original text written in Japanese. The Japanese language shall be the definitive and controlling text, and shall always prevail in case of any discrepancy or inconsistency of this Agreement, notwithstanding the translation of this Agreement into any other language.*

# **Agency-Arranged Travel Terms Agreement (Domestic Travels - Japan)**

(Adventure, Inc.)

## **1. Agency-Arranged Travel Terms Agreement**

- (1) The travel and travel related products arranged by Adventure, Inc. (hereinafter referred to as the “Company”) and you, a customer (hereinafter referred to as “Customer”) purchasing the travel and/or the travel related products, generally concludes an Agency-Arranged Travel Terms Agreement (hereinafter referred to as the “Travel Terms Agreement”).
- (2) In this Travel Terms Agreement, the Company, with the consent of the Customer, will act as an intermediary, a proxy and an agency to provide the Customer with transportation(s), lodging(s) and other travel-related products offered by transportation partners, accommodation partners and/or other products and services providers.
- (3) The Customer, together with the obligation as a Customer, is liable to make all payments necessary to the Company for the travel cost, service charges and handling fees for the products and services provided by the Company on behalf of the transportation partners, accommodation partners, and other products and services provider(s) as well as relevant travel costs and handling fees.

## **2. Reservation of Travel and Travel Related Products**

- (1) Upon the request of the Customer, the Company shall act as an organization on behalf of the customer, for the arrangement of transportation, travel related products and accommodation; which shall automatically bind the Customer and the Company to this Travel Terms Agreement where the customer shall be requested to submit required information on the Company’s travel site, skyticket (<https://skyticket.com>).
- (2) Where a representative of an organization or group is concluding this Travel Terms Agreement, the Company shall deem that the representative has full power of attorney to conclude this Travel Terms Agreement on behalf of the members of the organization or group.

## **3. Reservation and Travel Terms Agreement**

- (1) The Customer shall be required to make entries and at his/her own will agree to all required fields at time of reservation and send the details to the Company. The Customer is deemed to have agreed to the "Travel Terms" upon the receipt of the Reservation Completed notification.
- (2) In the event when the Customer's electronic device(s) and/or receiving terminal(s) does not receive the Reservation Completed notification due to error(s) and/or fault(s) of the electronic device(s) and/or receiving terminal(s), it shall still be deemed by the Company that the Customer has agreed to the "Travel Terms Agreement". In any circumstance where the Customer is unable to confirm his/her reservation on the "Reservation Completed" page display, it is the

obligation of the Customer to access the Company's travel site, skyticket, to check on his/her "My Reservation or My Page" for reservation details.

#### **4. Transportation, Travel Related Products and Accommodation Fees**

- (1) The Company reserves the rights accept, and the Customer hereby consents, to payments via credit cards to the Company for the purchase of Transportation, Travel Related Products and Accommodation. Such credit card payments may and can be concluded via telephone, e-mail, facsimile (FAX) and/or other electronic transmission (hereinafter referred to as "Communication Agreement") by receiving a non-signatory payment from the Customer, who is a credit card member of a credit card company partnering (hereinafter referred to as "Partner Company") with the Company. This non-signatory payment from the Customer shall not be applicable where the Company and Partner Company do not have an association agreement with provisions on the arrangement of non-signatory payments and/or due to other reasons relevant to the operation of the Company.
- (2) The Communication Agreement requires the Customer to submit information such as departure/arrival dates, credit card name, member identification number, credit card expiry date and any or all other relevant information necessary for the purchase of the travel and/or travel related products for arrangement and process by the Company.
- (3) The credit card transaction date of the Communication Agreement is the date the credit card member and the Company activates the payment(s) for the travel costs and/or vice versa, for refund(s). For payment(s) to the Company, the credit card transaction date shall be the effective date of this Travel Agreement; and for refund(s) to the Customer, the credit card transaction date is the date for the annulment of this Travel Terms Agreement.
- (4) The Company reserves the rights to decline the Customer's purchase of transportation, travel related products and/or accommodation if the Customer's payment by credit card(s), for any reason cannot be processed and/or cannot be processed for any reason determined by the credit card company.

#### **5. Reservation/Booking Terms**

- (1) Every Customer (traveler) below the age of 15 years must be accompanied by a parent or guardian when making the travel.
- (2) Any Customer who is ill, physically handicapped, pregnant, have a service dog or in any way requires special assistance is requested to notify the Company. The Company shall arrange for necessary assistance where possible. The cost for the provided assistance shall be borne by the Customer.

- (3) In any case where the Customer is and/or was a member of an organized crime group and/or antisocial forces, conducts violent or improper requests against the Company, uses the acts of threatening behavior or violence, the Company reserves all rights to decline all reservations from such customers. The Company shall also decline all reservations from any Customer who spreads rumors and/or acts of spreading rumors against the Company's credibility or obstruction of the Company's business by the use of falsehood and power.
- (4) The Company reserves the rights to decline the Customer's purchase of transportation, travel related products and/or accommodation for any reasons relevant to hindering the operation of the Company.

#### **6. Handover of Travel Document**

The Company will send the Travel Document via e-mail and/or facsimile immediately after the conclusion of the Travel Terms Agreement. The Travel Document consists of the Customer's selected itinerary, details on the travel services and details on the rights of the Customer to be provided with travel service(s) (or a reference number) as stipulated in the Travel Document.

#### **7. Modifications/Changes to Travel Document**

The Customer is allowed to make changes and/or to modify the content(s) of the Travel Document, only if the Travel Document has no restrictions, by contacting the transportation partners directly. Changes to Travel Document(s) with restrictions are basically not allowed, with exceptions only if approval of the transportation partner(s) is obtained and in such a circumstance, an additional fee may incur and payable to the transportation partners. Where changes are completely not allowed by the transportation partners, the Customer must cancel the original reservation and make a new reservation on the skyticket website.

#### **8. Annulment of the Travel Document**

##### **(1) Annulment of the Travel Document by the Customer**

The Customer can cancel the whole or part of the Travel Document at any time by paying the fees described below.

- (i) Costs of the travel service(s) already provided to the Customer
- (ii) Cancellation fee(s) for travel service(s) yet to be provided to the Customer and unpaid fee(s) due to the travel service provider(s)
- (iii) Administrative fee(s), issuance fee(s) and cancellation fee(s) of our travel service(s) costs determined by the Company

##### **(2) Annulment of the Travel Document due to Reasons attributing to the Customer**

- (i) The Company reserves the rights to cancel the Customer's reservation for the purchase of travel and/or travel related products if the Customer does not pay for the travel cost(s) by the payment deadline stipulated by the Company.

- (ii) The Company reserves the rights to cancel the Customer's reservation for the purchase of the travel and/or travel related products if the Customer's payment by credit card(s) cannot be processed for any reason(s) determined by the credit card company.

The following fees stipulated in Clauses 8(2)2(a) and 8(2)2(b) below shall be borne by the Customer;

- (a) Cost(s) of the purchase of travel and/or travel related products and services already provided to the Customer and cancellation fees for the travel and/or travel related products and services to be delivered to the Customer
  - (b) All other unpaid fees for the travel service provider(s) and administrative issuance fees and cancellations fees of the travel service costs determined by the Company
- (3) Annulment of Travel Document due to Reasons Attributing to the Company

The Customer is able to annul the Travel Document if the purchase and/or arrangement of the travel and travel related products and services become impossible due to causes attributing to the Company. In such an occasion, the Company will make a refund to the Customer, the amount after deducting the costs for travel services already provided to the Customer and fees yet to be paid to the travel service provider(s) from the total cost.

## **9. Transportation, Travel Related Products and Accommodation Handling Fee**

Please access the following URL for detailed information on the travel service handling fees of the Company.

[http://skyticket.com/doc/yakkan/toriatsukairyoukin\\_kokunai.pdf](http://skyticket.com/doc/yakkan/toriatsukairyoukin_kokunai.pdf)

## **10. Modifications/Changes to Transportation Ticket(s) and Cancellation Fee**

Modifications to passenger name(s) after the issuance of the transportation ticket(s) are subject to a cancellation fee as it involves and requires the cancellation of the original transportation ticket(s) and a new reservation to be made via the skyticket website after the completion of the cancellation.

## **11. Modifications/Changes to Hotel Reservation(s) and Cancellation Fee**

Modifications to hotel reservation(s) are subject to a cancellation fee as it requires cancellation of the original reservation and a new reservation to be made via the skyticket website after the completion of the cancellation.

## **12. Liabilities of the Company**

- (1) If the Company or travel service provider(s) cause the Customer to incur losses through omission, accident or error of the Company or travel service provider(s) in implementing the Travel Document, the Company will compensate for the losses of the Customer. This applies only to losses notified to the Company within 2 (Two) calendar years from the following day of date of incurrence of the incident.

(2) For losses and/or baggage damages, the Company will compensate up to a maximum JPY150,000 (not applicable for losses and damages caused by the intention and/or significant negligence of the Customer) per Customer. This compensation shall and apply only if the incident is reported and notified within 14 (Fourteen) days from day of incurrence of the incident for domestic travels (within Japan).

(3) Indemnity

If a Customer incurs losses in cases that are beyond the reasonable control of the Company, such as reasons stipulated hereafter, the Company shall be indemnified from paying compensation of such losses to the Customer.

- (i) The Customer's purchased transportation, travel related products and accommodation is canceled and/or changed due to natural and unavoidable disasters, like floods and earthquakes, wars insurgencies and terrorist attacks, departure delays and strikes.
- (ii) The purchased transportation, travel related products and accommodation has been cancelled, and/or if the Customer has been denied from boarding due to overbooking and/or over boarding by the transportation partners.
- (iii) The Customer did not board the transportation within the specified boarding time (differs between transportation partners).
- (iv) The Customer misplaces or loses his/her transportation ticket(s) or if the Customer's transportation ticket(s) is stolen.
- (v) The Customer incurs losses due to any other reasons not attributable and beyond the control of the Company and travel service provider(s).
- (vi) The Customer fails to board the scheduled transportation due to personal reasons of the Customer, and the reservation is canceled, and the ticket(s) becomes invalid.

### **13. Obligations of the Customer**

(1) Compensation Obligation

The Company shall and reserves the rights to seek compensation from the Customer if the Company incurs losses caused by negligence, error or omission of the Customer.

(2) Obligation of Comprehension

The Customer is obligated and responsible to apply the information provided by the Company to understand the details regarding the Customer's rights, obligations and Travel Document.

(3) Obligation to Confirm

In order to be promptly provided with the arranged travel and/or travel products accordingly to the Travel Document, the Customer should immediately notify the company of any errors and/or contents not complying with the Customer's requests in the Travel Document.

### **Fuel Surcharges**

- (1) Fuel surcharges are generally not included in the fares unless otherwise specified. Payment of fuel surcharges is required depending on the transportation partners and the scheduled departure date.
- (2) In situations where there is an increase in the fuel surcharge by the transportation partners after the Customer has completed purchase(s), the Company will request for additional payment from the Customer; and on occasions where there is a decrease in fuel surcharge by the transportation partners, the Company will promptly refund deductible amount from the decrease.
- (3) Cancellations made by the Customer due to the additional payment of the increased fuel surcharge are subject to the Company's cancellation fee.

### **14. Usage of Customer's Personal Information and Disclosure to Third Parties**

- (1) Other than the purpose of contacting the Customer, the Company, within the parameters to arrange the transportation and accommodation(s) as stipulated in the Travel Document, reserves the rights to provide the Customer's personal information such as the passenger name(s) and required information to the service provider(s) via electronic transmissions and/or other communication methods with the service provider(s) to complete the travel arrangements requested by the Customer.
- (2) Please access the following URL for detailed information on the Privacy Policy of the Company.  
<https://skyticket.com/info/privacy>

### **15. Others**

- (1) The Company's handling fee, and administrative surcharge are not subject to refund(s) for any of the purchased transportation, travel product or accommodation if cancellations, such as cancellation(s), suspension(s), delay(s) and/or other cause(s) by the operating partners
- (2) In case the Travel Document is canceled due to personal reasons of the Customer, the incurred bank transfer fee for bank remittance of the refund shall be borne by the Customer. Refunds shall and can only be made to the Customer's bank account.
- (3) This Travel Terms Agreement shall remain effective even if the Customer was not able to properly receive the "Payment Confirmation" e-mail due to reasons, such as malfunctions of electronic device(s) and/or receiving terminal(s), attributing to the Customer. Cancellation fees shall still apply for cancellations made due to errors in entry of information by the Customer at time of reservation.
- (4) The Customer shall under no circumstances make any claims, and the Company shall under no circumstances be held liable for any costs, such as accommodation/transportation costs, other than the cost of transportation ticket(s) in situations where the Customer was not able to board a transit/connecting route due to schedule changes and/or cancellations made by the operating partners.

## **16. Sales Office**

Adventure., Inc. (Head Office)

24F Yebisu Garden Place Tower, 4-20-3 Ebisu, Shibuya Ward, Tokyo

Japan Tourism Agency Registered Travel Business No. 2035

A member of the Japan Association of Travel Agents (JATA)

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