

# 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 (International Travels)**

(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"). This agreement is an explanatory document of travel conditions to be delivered to the customer in accordance with Article 12-4 of the Travel Agency Law, and when a travel contract is concluded, this document shall be deemed to be part of the contract document (hereinafter referred to as the "Travel Contract") stipulated in Article 12-5 of the same law and Article 10-1 of our General Terms and Conditions of Agency-Arranged Travel Agreement. The contents and conditions of the Travel Contract shall be as set forth in this Travel Terms Agreement, the Company's General Terms and Conditions of Travel Business, our Agency-Arranged Travel Agreement (hereinafter referred to as the "Company's General Terms and Conditions"), and the "My Reservation(s)" page and "My Page" on the Company's website.
- (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.  
Service Handling Fee: [https://skyticket.com/doc/yakkan/toriatsukairyoukin\\_kaigai\\_en.pdf](https://skyticket.com/doc/yakkan/toriatsukairyoukin_kaigai_en.pdf)
- (4) In the event that the Company has arranged travel services with the utmost diligence and professional care, the Company's obligations under the Agency-Arranged Travel Agreement shall be concluded even if the Company is unable to execute a contract with a transportation or accommodation agency, or the like, to provide travel services due to reasons such as full capacity, suspension and/or unsuitable conditions, and if the Company fulfills its obligations, the Company shall reserve the right to charge the above Travel Service Handling Fee (Arrangement Fee).
- (5) The terms and conditions of the travel service providers, including transportation and accommodation agencies, shall apply to all travel services provided to the customer during the course of the travel and/or trip and/or journey.

## **2. Transportation, Travel-Related Products and Accommodation Reservation and Conclusion of Travel Contract**

- (1) The Company shall accept requests and/or reservations and bookings from customers who have selected and/or submitted his/her preferred transportation, accommodations and other travel-related services via the skyticket page of the online travel site operated by the Company. Notwithstanding the aforesaid, customers who wish to apply and/or request for study abroad consultations are requested to submit his/her applications via a separate application screen provided by the Company.
- (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) Customers are required to complete the prescribed items at his/her own will and to agree to all required fields on the Application/Reservation Details Entry Page, confirm the necessary agreement, and submit the appropriate procedures for payment of the application and/or reservation amount or the travel fare prior to submitting the application/reservation. The Travel Contract shall be deemed to be concluded at the time when the Company receives the application and/or reservation fee or the travel fare and the notice of completion of the application/reservation reaches the Customer. The contract shall not be deemed to be concluded if the application/reservation is not completed and the application or reservation fee and/or travel fare shall be applied as part of the travel fare, cancellation fee, or penalty fee, respectively.
- (4) Notwithstanding the preceding paragraph, the Company may conclude an arranged Travel Contract only by accepting the conclusion of the contract without receiving payment of the application or reservation fee and/or travel fare.
- (5) In the event that the Customer is unable to confirm the completion of the application/reservation due to malfunction(s) or fault(s) of the receiving terminal(s) and/or electronic device(s) of the Customer or due to an error e-mail or other circumstances on the part of the Customer, even though the Company has notified the Customer of the completion of the application or reservation, the contract shall still be deemed to have been concluded. In any circumstance where the Customer is unable to confirm his/her confirmation of application/reservation after submission online, it is the obligation of the Customer to access the Company's travel site, skyticket, to check on his/her "My Reservation(s) " or "My Page" for the application/reservation details.

## **3. Reservation Requirements, Terms and Conditions**

- (1) The Company shall provide international air tickets and hotel arrangements for Customers (travelers) under the age of 18 years only when an accompanying parent or guardian travels with the individual. Written consent from a parent or a legal guardian is required for study abroad arrangements for individuals under the age of 18 years.

- (2) Customers who are not in optimal health, including Customers with physical disabilities, expectant mothers, assistance/service dog users, and/or Customers requiring other special arrangements are requested to inform the Company of their special needs. The Company shall inform relevant parties of the travel arrangements to arrange for such necessary assistance where possible. In the event that costs are charged for any special measures requested by the Customer, 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 applications and reservations from such Customers. The Company shall also decline all applications and 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 application of a Customer whose family name, age, qualifications, skills and/or other criteria do not meet the specific requirements stipulated by the Company and the preferred/desired study abroad destination institution, or a Customer who is unable to complete the mandatory study abroad application procedures by the deadline prescribed by the study abroad destination institution.
- (5) The Company reserves the rights to decline and/or reject the purchase of transportation, travel-related products and/or accommodation of a Customer for any reasons relevant to hindering the operation of the Company.

#### **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. 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.

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

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 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. Modification/Changes to Travel Contract/Travel Document**

- (1) Customers are required to contact the Company should they wish to make any change(s) to the contents of the travel contract. The Company shall do its utmost to accommodate such requests. In the event that additional fees are required for change(s), the additional fees shall be borne by the Customer. In addition to the above, a predetermined processing fee for the change(s) will be applied.
- (2) In the case where change(s) are not allowed, the Customer is required to cancel the travel contract and make a new application/reservation. A cancellation fee shall apply in such circumstances.
- (3) All arrangement fees are non-refundable in the event of change or cancellation.

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

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

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

1. Costs of the travel service(s) already provided to the Customer
2. 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)
3. 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**

The Company reserves the right to terminate and/or cancel the Travel Contract for any of the following reasons.

1. If the complete payment of the travel fee is not received from the Customer by the payment deadline designated by the Company
2. If the Customer's payment by credit card(s) cannot be processed for any reason(s) determined by the credit card company
3. If the Customer violates the General Terms and Conditions of the Company, the Travel Terms and Conditions stipulated in this Travel Terms Agreement, or the skyticket Terms and Conditions of Use

The following fees stipulated in Clauses 8(2)3(a) and 8(2)3(b) below shall be borne by the Customer in the event of any of the above cases:

- (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 Contract due to Reasons Attributing to the Company**

The Customer is able to cancel/annul the Travel Contract 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. Liabilities of the Company**

- (1) If the Company or travel service provider causes the Customer to incur losses through omission, accident or error in implementing the Travel Contract, the Company will compensate for the losses. This applies only to losses notified to the Company within 2 years from the following date 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 21 (Twenty-one) days from day of incurrence of the incident for international travels.

(3) Indemnity

If a Customer incurs losses in cases that are beyond the control of the Company, such as those described below, 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 governmental mandates, natural and unavoidable disasters, such as floods and earthquakes, wars, insurgencies and terrorist attacks, departure delays and strikes.
- (ii) Changes to the itinerary or cancellation of the travel as a consequence of governmental mandates, quarantines as a result of an epidemic or pandemic or any other such reasons.
- (iii) The reservation has been canceled by the transportation, travel-related products or accommodation partners and the purchased transportation, travel-related products or accommodation becomes invalid because the Customer neglected the reconfirmation of the return route schedule which is required at least 72 hours before the scheduled departure for flights and/or to check the scheduled departure time of the transportation.
- (iv) The Customer fails to board the transportation within the transportation partners specified check-in/boarding time (check-in 2 hours before scheduled departure time for flights).
- (v) The Customer misplaces or loses his/her transportation boarding ticket or if the Customer's ticket is stolen.
- (vi) The Customer incurs losses due to any other reasons not attributable and beyond the control of the Company and travel service provider(s).
- (vii) The Customer is denied from entry and/or leaving a country as he/she does not have a valid passport and/or visa to fulfill the requirements of a country's immigration control.
- (viii) The Customer's name on his/her passport does not match with the name shown on the transportation boarding ticket.
- (ix) The Customer fails to make use of the purchased transportation, travel product or accommodation due to personal reasons of the Customer, and the following reservation is canceled, and the purchased transportation, travel product or accommodation, such as transportation boarding ticket, hotel accommodation, etc, becomes invalid.

## **10. Obligations of the Customer**

(1) Liability

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 to Verify

Upon concluding the Travel Contract, the Customer shall use the information provided by the Company and endeavor to fully understand the rights and obligations of a traveler and all other contents of the Travel Contract.

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

(3) Passport and Visa

The Customer is responsible to ensure that he/she has a valid passport and/or valid visa(s) required for the travel. The Customer must also ensure that he/she has a vaccination certificate issued by a certified doctor if required by the country he/she is traveling to.

(4) Health Information

It is the obligation of the Customer to access the following URL for health information and details of the country/countries he/she is traveling to.

<http://www.forth.go.jp/>

(5) Overseas Travel Safety Information

The 'Overseas Travel Safety Information' and 'Travel Advice and Warning' of the destinations (countries or regions) are available on the homepage of the Ministry of Foreign Affairs (Japan).

<http://www.anzen.mofa.go.jp/masters/explanation.html>

## **11. 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>

## **12. Others**

(1) The Company's handling fee, shareholders complimentary coupons purchase fee(s), 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.
- (5) The Special Compensation Regulation (Addendum) attached to the General Terms and Conditions of the Company shall not apply to this Travel Contract.
- (6) Travelers are recommended and advised to purchase sufficient travel insurance to cover medical treatment and transportation expenses as well as death and disability coverage.

In the event of illness or injury during the travel, the traveler may incur substantial medical and transportation expenses. Accidents can be extremely difficult to claim and recover compensation from the at-fault party (perpetrator), and even when compensation is obtainable from the at-fault party, it may not always be sufficient in comparison to the home country of the traveler.

- (7) It is mandatory for all travelers entering Japan to note that the following items stipulated in clauses 7(1) and 7(2) hereunder are strictly prohibited, forbidden and/or restricted from entry into Japan. Violation of these restrictions may result in penalties under the Customs Law or orders to relinquish/surrender ownership, disposal, return shipment and or off-loading.

- (1) Animals, plants and their products in contravention and/or conflict with the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES)

*Examples:*

Selected herbal medicines (musk deer, bear bile and the like), animal furs, ivory work, ivory seals, leather goods (crocodiles, snakes, lizards), musical instruments made from animal hides (Kokyū and the like), live animals and plants (monkeys, parrots, eagles, hawks, orchids, cacti and the like).

- (2) Items banned/ prohibited for import into Japan
  - a. Opium, cocaine, stimulants other prohibited substances
  - b. Firearms, explosives and the like
  - c. Counterfeit goods, imitation goods and the like
  - d. Child pornography, books that are offensive to public morals and the like
  - e. Fake/Counterfeit branded goods
  - f. Animals specified in the Act on Domestic Animal Infectious Diseases Control (Act No.166 of May 31st, 1951), plants specified in the Plant Protection Act (Act No. 151 of May 4, 1950)

### 13. Sales Office

Adventure., Inc.

Head Office:

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

Osaka Office:

27F Grand Front Osaka Tower B Office, 3-1 Ohfuka-cho, Kita-ku, Osaka City, Osaka

*Japan Tourism Agency Registered Travel Business No. 2035*

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

Telephone Number : +81-3-5224-8845

Operating Hours : 10:00AM to 6:00PM (Mondays to Fridays excluding Public Holidays)

Certified Travel Services Managers :

Tokyo Office : Ryoji TOMINAGA, Junichi ISHIMOTO

Osaka Office : Mizuki UNO, Yumi ABE

\* The Certified Travel Services Manager(s) mentioned hereabove are responsible for transactions at the sales office where the travel arrangements for Customers are transacted. For all enquiries pertaining to this Agency-Arranged Travel Terms Agreement, please do not hesitate to contact the Certified Travel Services Manager(s).

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