

Agent Organized Tour Terms & Conditions

This outline of arranged tour terms & conditions represents part of the terms transactions 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.

1. Agent Organized Tour Contract

Responsibility rests with Ellista Inc. (hereinafter referred as Ellista) operating an Agent Organized Tour and the Client shall enter into an "Agent Organized Tour Contract" with Ellista. Ellista, commissioned by the Client, undertakes to make arrangements for transportation, accommodation and other services for travel by acting as a representative, as an intermediary, as an agent.

2. Application for a Contract

Once the Agent Organized Tour Application Form has been completed in full, payment of the application fee must be made by the person liable/responsible for the Contract.

The Client must provide information as required by Ellista by submitting the application form or by sending such information by telephone, e-mail, facsimile and other means of communication. At the timing of application, we require a non-refundable application fee, the amount of which shall be specified by Ellista. The application fee will be treated as part of the travel fare, the cancellation fee or other money which the Client should pay to the Ellista.

3. Time of Entry into Effect of a Contract

An Agent Organized Tour Contract enters into effect, when Ellista has been agreed to conclude it and has received the application fee.

4. Travel Fare

The Client must pay the whole amount of travel fare no later than **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 Ellista**.

5. A Change of Travel Fees

If fluctuation in the travel fees has occurred prior to the commencement of the travel due to a revision of a fare/charge of the transportation/accommodation facilities, etc., due to the exchange rate or any other cause, Ellista reserves the right to revise the travel fare accordingly.

6. Change of Tour Participants

A client who has entered into a Travel Contract may, with Ellista'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 Ellista and submit it. Ellista may reject a change in the name of travelers if an operator does not accept the change or for any other reason.

7. Cancellation

(1) Voluntary Cancellation by the Client

The Client may cancel the Arranged Tour Contract in whole or in part at any time by paying cancellation charges as specified by Ellista. Cancellation charges consists of

- the charges concerning services already provided,
- charges which must be paid to transportation/accommodation facilities, etc., as the cancellation fee, the penalty, etc., for the travel services not yet received,
- costs required for procedures for making a cancellation.

(2) Cancellation of Tour Contract by Ellista

Ellista reserves the right to cancel the Arranged Tour Contract in any of the following cases:

- if the Client has not paid the Travel Fare by the prescribed date;
- if the Client, who would like to pay by credit card, has become unable to settle the payment by the credit card. In these cases, the Client must bear cancellation charges.

(3) Cancellation of Tour Contract by Ellista

The Client may cancel the Arranged Tour Contract, if it has become impossible to make arrangements for Travel Services due to causes attributable to Ellista. In this case, Ellista shall refund the Client the Travel Fare already received, excluding the cost which has already been paid, or which must be paid in the future, to transportation/accommodation facilities, etc., as a consideration for the Travel Services already received by the Client.

| Date of cancellation request received by us | |
|---|-------------------------------|
| Cancellation Charges 31 or more days prior to the first day of travel | 10% of the total travel cost |
| 30-8 days prior to the first day of travel | 20% of the total travel cost |
| 7-2days prior to the first day of travel | 50% of the total travel cost |
| 2-0 days prior to the first day of travel, or non-appearance | 100% of the total travel cost |

Cancellation Charges for Agent Organized Tour:

Date of cancellation refers to the date and time when cancellation notice is received by us based on Japan time. Requests for changes and cancellations will be accepted only during the business hours. (10:00am-6:00pm)

6. Ellista's Liability and Exemptions

- When Ellista has made arrangements with good faith to fulfill the customer's requests for arrangement, the Ellista's obligations under an Arranged Tour Contract shall be deemed as being fulfilled. Thus, failing to make booking due to lack of vacancies or to meet the customer's requests, etc. does not constitute any liability of Ellista as long as Ellista performed its obligations in a proper manner.
- In performing its obligations, should Ellista cause damage to the Client through willful, negligence or fault, Ellista shall be liable for such damages. However, this only applies if the damage is reported within 2 years from the day following the occurrence of the damage.
- Ellista is not liable for any negligent or willful act of suppliers of accommodations/transportations or the other services, since they are independent contractors and are not agents or employees of Ellista.
- Ellista shall compensate for damage to baggage if the damage is caused by RJE's negligence or fault, provided that said damage is reported within 14 days from the day after the occurrence, up to a maximum of 150,000 yen per person. Not applicable when damage is caused intentionally by SE or through gross negligence.
- Ellista shall not be liable for Client's damages due to such reasons as natural disaster, war, disturbances, accident, fire, acts of government, and alteration or cancellation of tour itinerary due to such causes, accidents occurring during clients' free activities, food poisoning, theft, delays, and any cause beyond the control of Ellista and/or agents in charge of tour arrangements.

11. Responsibility of the Client

If Ellista incurs any damage caused by a Client intentionally or by negligence, the Client must compensate for the damage.

7. Travel Advisories and warnings

(1) It is the responsibility of the Client to make necessary preparations including, but not limited to, passport, Visa and other requirements.

(2) Travel insurance is strongly recommended.

8. Privacy Policy

We collect the personal information only in compliance with relevant regulations and guidelines. We use personal information collected from customers as reasonably required to contact customers as well as to provide travel related services such as reservations of transportation and accommodations.

10. Standard of Tour conditions and Fares

The tour conditions and travel fares specified is valid as of January 1, 2018.

A Certified Travel Service Manager is responsible for supervising all transactions conducted and your travel arrangements. If you have any questions about your travel contract, please feel free to contact the Manager specified below.



ELLISTA Inc.

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Certified Travel Service Manager: Ryo Nakazawa