

## **Sunnova Travel Agency**

### **Terms and Conditions of Travel Contract**

#### **(for Online Travel Arrangements)**

This document is deemed to be part of the travel contract once the travel contract has been concluded.

Thank you for using Sunnova Travel Agency's (STA) services.

STA makes arrangements for lodging reservations for domestic travel for 14 persons or less, as requested by the customer, according to these Terms and Conditions of Travel Contract.

Matters not provided in these Terms and Conditions of Travel Contract shall be governed by the provisions of STA's General Terms and Conditions of Travel Contracts (for Agent-Arranged Travel Contracts) and the Web site inquiry screen for the applicable product. If you have any questions, don't hesitate to contact STA.

#### **Deposits and Conclusion of Contracts**

When making a travel application, fill in the mandatory information on the "Reservations & Purchase Information Input Screen" on STA's prescribed Web site and send the application by electromagnetic means to STA after verifying that you have given the necessary consent on the application. The contract for travel services you apply for (an agent-arranged travel contract) is concluded when the "Reservation Finalization Screen" notifying the customer that STA consents to conclusion of the contract reaches the customer, regardless of whether the deposit has been paid and received.

Transmission of the "Reservation Finalization Screen" data from STA concludes the contract, regardless of whether the customer is unable to verify the "Reservation Finalization Screen" due to malfunctioning of the customer's receiving terminal or some other circumstance on the customer's side. When the customer is unable to verify the "Reservation Finalization Screen" after sending the application for reservations, the customer is requested to verify the reservations on the "Reservation Verification and Cancellation Screen" on the Web site.

#### **Conditions of Travel Application**

At the time when a travel application is made, the customer is required to notify STA that special assistance is necessary for participation in travel if travelers have health problems, use a wheelchair or other adaptive equipment, have physical or mental handicap, have food or animal allergies, are or may be pregnant, have an assistance dog (such as a guide dog, hearing dog or service dog) or otherwise need special assistance (If such special assistance becomes necessary after the conclusion of a contract for travel services, please notify STA immediately.) Please notify STA of the details of measures required during travel in response to our request for information to be sent to the customer separately.

When STA receives the notification specified in the preceding paragraph, STA will provide assistance to the extent practicable and reasonable. In this case, STA may inquire about the condition of the customer and necessary measures, or request the customer to notify STA of the same in writing.

STA may refuse the travel application when it becomes known that the customer is a member of an organized crime group or has connections to an organized crime group or any other anti-social forces; or engages in violent acts or makes unreasonable demands, uses words or acts that are threatening, or violent behavior directed toward STA; or spreads rumors or engages in an act that damages the credibility of STA or obstructs the business of STA by the use of fraudulent means or force.

Applicants under the age of 15 must be accompanied by a parent or guardian.

It is strictly prohibited to use the guest room(s) reserved through or in connection with any travel arrangement made hereunder for any commercial purpose. In the unlikely event that it becomes known that the guest room(s) are used to engage in acts with the objective of obtaining or preparing to obtain profit, STA may cancel the agent-arranged travel contract.

#### Travel Fee

In cases when payment of travel fee is made on site, the customer is requested to make payment on the date of use directly to the lodging facility on the travel application.

In cases when payment of travel fee is made in advance, on the conditions that the applicant is a credit card holder of a credit card company affiliated with STA (hereinafter, "Member") and that "payment of the travel fee or cancellation fee is received without the signature of the Member" (hereinafter, "Communications Contract"), the following provisions are applicable to payment by credit card.

At the time the travel application is made, the Member must notify STA of the credit card number and credit card expiration date.

"Date of credit card use" means the date the travel fee or other fee is paid or refunded. The date of credit card use for payment of the travel fee is "the date on

which STA notifies the traveler of the content of travel services verified by STA." The date of credit card use for payment of the cancellation fee is "the date on which contract cancellation is requested (however, in cases when the request for cancellation is made after the date of credit card use for payment of the travel fee, the refund will be made by deeming a day within 7 days after the day following the date of the request as the date of credit card use)."

In cases when the Member cannot make payment by credit card due to a credit limit or some other reason, or when notification is received from the credit card company that the credit card is invalid, STA will cancel the Communications Contract and charge the following cancellation fee.

However, this will not apply in cases when STA receives payment of the travel fee in cash by a date separately designated.

In cases when STA concludes the Communications Contract with the customer and the contract is cancelled for the convenience of the traveler or for any reason attributable to the traveler, STA will receive payment for any cost arising from the cancellation that is to be borne by the traveler by the credit card of the affiliated credit card company without requiring the signature of the customer on the prescribed vouchers.

STA may change the travel fee after the travel contract is concluded in the event that lodging facility fees are revised.

#### Arrangements for Organizations and Groups

STA will handle a contract for travel services for which more than one travelers who travel on the same schedule at the same time (hereinafter, "Travel Members") applies by designating a responsible representative, in accordance with the following provisions.

STA will consider that a representative designated by the customer (hereinafter, "Person Responsible for Contract") has all rights to represent the Travel Members in connection with the execution of a contract for travel services, and will perform transactions with respect to the contract for travel services with the Person Responsible for Contract.

STA will not be responsible or liable for performing obligations or duties of the Person Responsible for Contract owed to the Travel Members, present or in the future.

The Person Responsible for Contract is requested to submit a list of the Travel Members on or before the day designated by STA after the execution of the contract. The Person Responsible for Contract is required to obtain the consent of the Travel Members with respect to the provision of personal information specified in Section 7.

If the Person Responsible for Contract does not accompany an organization or group to travel, STA will consider, after the start of the travel, that a Travel Member who is appointed by the Person Responsible for Contract in advance serves as the Person Responsible for Contract. If the Person Responsible for Contract requests the change of the Travel Members, STA will accept the request to the extent practicable. If increase or reduction in travel fee arises as a result of change of the Travel Members, the difference will be paid by or reimbursed to the Travel Members.

#### STA's Liability and Compensation for Damage; Disclaimer

##### STA's Liability and Compensation for Damage

In executing the travel contract, in the event that STA or the agent making the travel arrangements causes damage to the customer either intentionally or by negligence, STA shall be liable for compensation for damages, but only to the extent the claim for such compensation is made within two years from the day following the date of occurrence of such damage. With respect to damage to baggage, the maximum amount of compensation shall be 150,000 yen per traveler (except when the damage has been caused either intentionally or by gross negligence on the part of STA), and compensation shall be made only when the damage is reported to STA within 14 days from the day on which the damage occurred.

#### Disclaimer

STA shall not be liable for compensation for damage provided in the preceding paragraph when damage is incurred by the customer for the following reasons.

Damage caused by a natural disaster, war, riot, orders of government or public agencies, fire, or discontinuance of services provided by lodging facilities

Food poisoning

Damage caused by the customer either intentionally or by negligence

Damage caused by other reasons not attributable to STA or the agent making the travel arrangements

#### The Customer's Liability

The customer shall be liable for compensation for damage incurred by STA that is caused by the customer either intentionally or by negligence.

#### Non-Applicability of Special Compensation Provisions

In regard to this travel contract, the Special Compensation Provisions in the attachment to STA's General Terms and Conditions of Travel Contracts are not applicable.

#### Handling of Personal Information

STA will acquire certain personal information of the customer upon receipt of travel application from the customer. The customer may choose the personal information to be provided for STA at his or her discretion; however, STA may not be able to accept the customer's application or request if all or part of the personal information is not provided and accordingly STA is unable to contact the customer, make arrangements for travel services or complete the necessary procedures for the travelers to receive the travel services.

The personal information acquired by STA will be handled by the (general) travel service supervisor on behalf of the personal information management supervisor

In regard to handling of personal information provided under the preceding paragraph, STA uses the personal information only to the extent necessary to contact the customer, arrange the travel services for the travel plan the customer has applied for, and complete the procedures for the travelers to receive the travel services, or provides lodging facilities with the personal information by transmitting it by electronic means in advance. In addition, the customer's personal information may also be used by STA: (i) to provide information on products, services and campaigns of companies STA has business alliances with; (ii) to ask for the customer's thoughts and suggestions looking back on the travel experience; (iii) to request the customer's participation in surveys; (iv) to provide reward services; and (v) to prepare statistical materials.

When performing agent services for making the travel arrangements or other services, STA may appoint other entities to perform all or part of the services including handling of the personal information acquired under paragraph (1) above. In this case, STA will provide the personal information after selecting the contractors according to the standards of

STA and executing a confidentiality agreement.

Of the customer's personal data retained by STA, information including the customer's name, address, telephone number, and e-mail address are provided to STA's group companies for joint use to the minimum extent required to contact the customer. Each of STA's group companies may use the personal information to provide sales information, simplify the customer's application process, provide information on the content of events, and send products purchased by the customer. Please refer STA's privacy policy for information on the contact for requesting disclosure, revision, and deletion of the customer's personal data, the names of the group companies that jointly use the customer's personal data, and the group companies that manage personal data.

Cancellation fees are based on the policy of each lodging facility and are displayed on the Web site as part of the terms and conditions for lodging. In cases when the travel application is cancelled, the customer will be charged the prescribed cancellation fee.

In cases when the customer requests changes to the content of travel services including changes to the date and type of lodging reservations, and changes to the number of persons that involves a reduction in the number of rooms reserved, cancellation fees that arise in connection with the changes that must be paid to the lodging facility shall be borne by the customer. Further, increases and reductions in travel fees that arise from changes to the content of the agent-arranged travel contract shall be paid by or reimbursed to the customer.

Cancellation fee rates are applied against the lodging fees which are "exclusive of all taxes and inclusive of service charges".

Handling of the arrival time on the date reserved by the customer depends on the individual policy of each lodging facility. When the customer does not show up at the lodging facility on the date reserved by the time indicated in the lodging contract (or, in cases when the planned time of arrival is indicated in advance, the customer is late for that time by the minutes or hours prescribed in the lodging contract) without informing the lodging facility, the lodging facility may deem the lodging contract to be cancelled by the customer and process it accordingly. In such cases, the lodging reservations will be treated as cancelled and the customer will be charged the prescribed cancellation fee.

In cases when multiple reservations are made for a total number of 15 or more persons, please inform STA if you wish the travel application to be treated as a group application because cancellation fees and other conditions will differ from those of individual travel applications.

### **Office for inquiries in regard to travel services**

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