

# CONDITIONS OF CARRIAGE

Leisure Create Holdings Co., Ltd.

## CHAPTER 1. GENERAL PROVISIONS

### <APPLICATION OF "CONDITIONS OF CARRIAGE">

Article 1. This "Conditions of Carriage" apply to the domestic Air Transportation of passengers, carry-on bag, baggage and related services provided by Leisure Create Holdings Co.,Ltd. (hereinafter referred to as the "The Company").

### <AMENDMENTS TO "CONDITIONS OF CARRIAGE" etc.>

Article 2. The Company's "Conditions of Carriage" may be amended, However, when amending the "Conditions of Carriage", the Company shall notify the public of the amendment, the content of the amended "Conditions of Carriage", and the effective date thereof via company's website or other appropriate means by the effective date.

### <CHANGES IN AIR-TRANSPORTAION ARRANGEMENTS>

Article 3. The Company may changes flight routes, departure/arrival dates or times, departure/arrival locations, cancel or suspend all or part of flight operations, restrict passenger boarding or limit/remove carry-on bag loading, due to enforcement of Laws and Regulations, requests from government Agencies, failure of equipment, severe weather conditions, labor disputes, civil unrest, war or other unavoidable reasons,

2. The Company shall not be liable for any damages caused from all described in the previous article.

### <ATTENDANT INSTRUCTIONS>

Article 4. Please follow the instructions of our attendant staff -, for all Passengers, Shippers, Consignees and Charter flight lessees (hereinafter referred to as "lessees") must comply with all instructions given by crew members (attendant) regarding passenger boarding and disembarkation, loading and unloading of bags or baggages, and all other actions at the departure/arrival or inside the aircraft.

### <NOTICE>

Article 5. The Company shall notice or post this Conditions of Carriage along with freight charges, fees, and other necessary information at its all business locations.

### <AGREEMENT OF USERS>

Article 6. Passenger, Shippers, or Lessees shall be deemed to have accepted and agreed to these "Conditions of Carriage".

### <RESPONSIBILITY>

Article 7. The Company shall be liable for damages arising from the death or injury of passengers due to accidents occurring during boarding, disembarking, or while on board the aircraft, or for damages arising from accidents such as loss, damage, or delayed delivery of baggage. However, this shall not apply if the Company or its employees prove that there was no intent or negligence on their part.

2. The limits on compensation for baggage shall be governed by Article 28.

### <JURISDICTION>

Article 8. Passengers, Shippers and Lessees shall bring any and all lawsuits arising from this "Conditions of Carriage" before the court having jurisdiction over the location of the Company's head office, and such proceedings shall be governed by the Japanese Law.

## CHAPTER 2. PASSENGERS

### <FARES AND CHARGES>

Article 9. Passenger fares and charges shall be determined separately.

### <FREE OF CHARGES FOR INFANTS>

Article 10. The Company shall allow one infant or young child under the age of 3 (hereinafter referred to as "Child") per passenger aged 16 or older who is accompanied by such passenger and occupies no seat, up to a maximum of 2 infants per aircraft.

### <BOARDING PASS AND FLIGHT TICKET>

Article 11. The Company shall issue tickets upon receiving the applicable fares and charges separately prescribed and having all passengers scheduled for boarding complete the boarding application form.

2. Flight Tickets are invalid if not used in accordance with the information printed on the ticket or stored in electronic media.

3. The Company shall not be liable for any damages or loss arising from the unauthorized use of the ticket, such as transferring it to another person without notifying the Company.

### <PAYMEN DUE DATE>

Article 12. The Payment due date for fares and charges shall be the date specified on the invoice from the Company.

However, this shall not apply if the Company has specified a payment due date separately or if the payment before boarding or after disembarking has been permitted.

### <LOST OF FLIGHT TICKET>

Article 13. If a flight ticket is lost, it can be reissued by notifying the Company.

2. If you find your Flight ticket after receiving a reissued ticket from the Company, please discard it.

### <EXPIRATION DATE>

Article 14. Flight Tickets with specified boarding dates and times shall be valid only for those specified dates and times.

2. The Validity period for flight tickets without specified boarding dates and times shall be 90 days from the date of issuance.

3. Flight Tickets shall be invalid if not used for boarding by the expiration date.

### <BOARDING DATE AND TIME>

Article 15. Boarding an Aircraft requires a specified date and time. However, the Company may be unable to accommodate your request due to operational circumstances.

### <ASSEMBLY TIME FOR BOARDING>

Article 16. Passengers must assemble at the location and time specified by the Company. May occur that failure to assemble result in denial of boarding.

### <BOARDING RESTRICTIONS>

Article 17. Passengers falling under any of the following categories shall not be permitted to board, except where the Company specifically grants permission.

1) Persons with mental illness, persons with infectious diseases, persons suffering from drug addiction, persons in a state of intoxication.

2) Persons in seriously injured or illness, persons with disabilities, or children/infants under age of 6 without an attendant.

3) Persons carrying weapons (excluding those carried in the course of duty for work), explosives, flammable or combustible items, or other items likely to damage the Aircraft, its crew, or its Baggage.

4) Persons carrying items or animals unsuitable for Aircraft transport.

5) Persons who may cause discomfort, inconvenience, disturbance, or danger to other passengers or property.

6) Persons who fail to comply with the instructions of the Company personnel

7) Persons using paper-wrapped cigarettes, electronic cigarettes, heated tobacco products, or other smoking devices on board the Aircraft.

8) Persons who may experience physical discomfort due to the flight.

### <REFUNDS DUE TO THE COMPANY CIRCUMSTANCES>

Article 18. If the Company is unable to operate all or part of the Transportation Conditions due to the reasons specified in Article 3 or for reasons attributable to the Company, upon the passenger's request, the Company shall refund the fare and charges corresponding to the unused portion of the flight.

### <REFUNDS DUE TO PASSENGER OR LESSEE CIRCUMSTANCES>

Article 19. When Passenger or Lessee request a refund for their own causes, fare and charges shall be refunded according to the following categories.

1) If a passenger cancels without specifying a boarding date and time on the ticket, the full fare will be refunded within the ticket validity period.

2) If cancellation notice is received by the Company between 3 days and 6 hours prior to the Company's designated meeting date and time, 50 % of the fares will be refunded.

3) In all other cases except listed above, no refunds will be issued for fares and charges.

### <REFUND METHOD>

Article 20. Refunds of fares and charges shall be made at the Company's office in exchange for the ticket, and only within 30 days from the date and time specified on the ticket or the last day of its validity period.

### <PASSENGER LIABILITY>

Article 21. Should the Company suffer damage due to the intentional or negligent acts of a passenger, or due to the passenger's failure to comply with the Conditions of Carriage, the Company shall collect compensation equivalent to the amount of such damage.

## CHAPTER 3. CARRY-ON BAG

### <CARRY-ON BAG INSPECTION>

Article 22. The company conducts inspections of items brought aboard by passengers to manage aircraft and prevent unlawful seizure or destruction.

2. The company may inspect carry-on bags in the presence of the passenger for Aviation security and other reasons.

3. The company will refuse to load carry-on bags if the passenger refuses the inspections described in the preceding items.

### <PROHIBITED AND RESTRICTED ITEMS FOR CARRY-ON BAG>

Article 23. The Company won't accept the transportation of the following carry-on bag, except the items that the Company has specifically agreed to carry on board.

1) Item inadequate packaging or packing, damaged, prone to decay or deterioration, emitting odors, or that may pose a danger or nuisance to Aircraft, personnel or other Baggage.

2) Items that corrosive chemicals, weapons, gunpowder, explosives, and flammable materials, etc.

3) Items that are unsuitable on Aircraft transport, such as alive animals, etc.

4) Corps, Remains and Ashes.

5) Items that are prohibited from being carried aboard by Law or by order of a Government Agency.

6) Other Items deemed inappropriate for Aviation Security by the Company.

### <CARRY-ON BAG>

Article 24. Only one carry-on bag such as a shopping bag or other bag designed to hold personal items, is permitted on board.

However, you may not bring any baggage on board if the Company (Aviation Div.) determines it cannot be safely stowed on board ;

2. The weight of Carry-on bag specified in the preceding paragraph shall not exceed 10kg.

3. Notwithstanding the provisions of Article 23, the following items permitted to carry ;

1) Items that Crutches, Canes, Splints, and other prosthetic arms and legs used by people with physical disabilities.

2) Assistant Dogs, Service Dogs, and Hearing Dogs intended to assist persons with disabilities for their own benefit.

3) Bags containing essential children's (Baby's) items for the flight.

4) Other Items that are specifically permitted for carry-on by the Company of Aviation Div.

4. The Company shall not accept for carriage as carry-on bag any items other than those specified in paragraphs 1, 2 and 3.

5. For Tour Flight, carry-on bags are limited to valuables. personal items and cameras only.

### <CARRY-ON BAG ALLOWANCE>

Article 25. Carry-on bags shall be free of charge up to a limit of 10kg. Furthermore, the dimensions shall be limited to a total of 100cm or less for the sum of the three sides per piece (total of length) ;

2. The carry-on bag allowance specified in the preceding paragraph does not apply to infants/babies not occupying a seat.
3. If your carry-on bag exceeds 10kg, it will be accepted as checked baggage.
4. This does not apply if the Company approves it after considering the Aircraft's maximum takeoff weight.

<CHECKED BAGGAGE ALLOWANCE>

Article 26. Checked Baggage shall be free of charge, subject to a limit of 15kg per passenger, except as otherwise specified by the Company. Furthermore, the dimensions of each piece shall not exceed 50 cm x 35 cm x 60 cm. Baggage exceeding these limits cannot be accepted as checked baggage. However, this restriction does not apply in cases other than sightseeing flights where the Company permits it after considering the Aircraft's maximum takeoff weight.

<CARRY-ON BAG>

Article 27. Carry-on Bag shall be transported on the Aircraft on which the passenger boards, however, this shall not apply when unavoidable reasons exist, such as due to loading capacity.

<LIMITS ON COMPENSATION FOR CARRY-ON BAG>

Article 28. The Company's liability for damage to carry-on bags (including personal items) shall be limited to the market value and prices of such bags. However, the maximum liability amount shall be 30,000 yen (JP).

<EXCLUSION OF LIMITATION OF LIABILITY>

Article 29. The limits of liability prescribed in Article 28 shall not apply if it is proven that the damage was caused by the intentional act or gross negligence of the Company or its employee. However, in the case of an employee's intentional act or gross negligence, it must further be proven that the employee was under his or her duties at the time.

## CHAPTER 4. BAGGAGE

<FARES AND CHARGES>

Article 30. Baggage charges and fees shall be determined as separately prescribed.

<APPLICATION>

Article 31. The Shipper shall specify the loading date and time when applying for baggage transportation.

<FARES COLLECTION PERIOD>

Article 32. Baggage transportation charges and fees shall be collected from the shipper upon acceptance of the baggage.

However, this shall not apply when the Company has specifically approved otherwise.

<WAYBILL>

Article 33. When the shipper apply for baggage transportation, please submit a waybill to the Company clearly stating the following items :

- 1) Name of the Baggage, items description, weight and volume, packing, and how many baggages ;
- 2) Price of the Baggage.
- 3) Address, Full Name or Business Name of the Shipper.
- 4) Location of the Takeoff / Arrival.
- 5) Address. Full Name or Business Name of the Recipient.
- 6) Methods of payment for transportation fees and charges.
- 7) Date Created.
- 8) Location of the Landing.
- 9) Other Items requiring special handling should specify their desired conditions.

2. The Company could prepare the waybill on behalf of the shipper at the shipper's request. However, in this case the shipper remains responsible for the accuracy of the information contained therein.

<RESPONSIBILITY FOR SHIPPING LABEL>

Article 34. The Company shall not be liable for any discrepancies between the contents stated on the waybill and the actual items. Furthermore, the shipper shall compensate the Company for all damages incurred due to the items of the waybill being inaccurate or incomplete.

<ACCEPTANCE OF BAGGAGE>

Article 35. The Company shall accept the baggage from the point of landing location to the point of arrival location.

<BAGGAGE INSPECTION>

Article 36. The Company may inspect the baggage in the presence of the shipper or a third party if it deems there to be doubt regarding any matter stated on the waybill.

<PROHIBITED AND RESTRICTED ITEMS FOR BAGGAGE>

Article 37. The Company shall not accept to transport the Baggages of the following items contained, however this shall not apply if the Company has specifically allowed.

- 1) Items with inadequate packaging or packing, damaged items, items prone to decay or deterioration, items emitting odors, or items that may pose a danger or nuisance to Aircraft, personnel or other transportation items.
- 2) Items that are corrosive chemicals, weapons, gunpowder, explosives, and flammable materials, etc.
- 3) Items that are unsuitable on Aircraft transport, such as alive animals, etc.
- 4) Corps, Remains and Ashes.
- 5) Items that are prohibited from being carried aboard by Law or by order of a Government Agency.
- 6) Other Items deemed inappropriate for Aviation Security by the Company.

<RESTRICTIONS ON BAGGAGE VOLUME,etc.>

Article 38. The dimensions of baggage accepted for transportation shall not exceed 50cm x 35cm x 60cm. The weight shall not exceed 30kg/per baggage and 130kg in total weight. However, this shall not apply if the Company determines that the baggage would interfere with operations, taking into account the Aircraft's maximum takeoff weight and other factors.

<RIGHTFUL CONSIGNEE>

Article 39. Upon transport of arriving Baggages, the Company shall require presentation of sufficient proof of identity as the consignee.

2. The Company shall not be liable for any damages arising from the transport of Baggage to a person who was not the rightful consignee, provided that the Company had no intent or negligence in this matter.

<HANDOVER OF BAGGAGE>

Article 40. The Company shall deliver or handover the Baggage to the consignee at its regular office or at a designated location at each Airport / Heliport.

2. The Company may refuse transport if the flight charge, fees or other expenses remain unpaid.

<DISPOSAL OF UNDELIVERABLE SHIPMENTS>

Article 41. If the consignee cannot be identified or if the consignee fails or refuses to accept the items and shipper does not provide instructions upon notifications, or if the passenger does not request transport of the checked Baggage within one week after the Baggage arrives at the destination, the Company may deposit or auction the items. In such cases, the Company shall notify the shipper without delay.

2. If the Company incurs any expenses in disposing of undeliverable Baggage pursuant to the preceding paragraph, such expenses shall be paid entirely by the shipper.

<PLANNED CHANGES TO EQUIPMENT>

Article 42. If the shipper requests the Company to cancel transportation, return the items, change the destination, change the consignee, or change the loading time, the Company shall settle any expenses incurred up to that point and refund the flight charges corresponding to the portion not yet transported upon compliance with the request.

<REFUND DUE TO THE COMPANY CIRCUMSTANCES>

Article 43. If, due to reasons specified in Article 3 or for reasons attributable to the Company, the Company is unable to perform all or part of the Transportation Terms and Conditions, the Company shall, upon the shipper's request, refund the flight charges corresponding to the undelivered portion.

<REFUND DUE TO THE SHIPPER'S CIRCUMSTANCES>

Article 44. When the Shipper cancels the contract of Baggage transportation for their own convenience, refunds of flight and charges shall be made according to the following categories.

- 1) If notification of cancellation is received at least 24 hours prior to the scheduled flight transportation date and time, the full fare and charges shall be refunded.
- 2) If notification of cancellation is received at least 6 hours prior to the scheduled flight transportation date and time, 50% of the fare and charges shall be refunded.
- 3) In all other cases, no refunds shall be issued.
2. If the Shipper requests the return shipment of items for their own convenience, the flight charges and fees incurred for such return shipment shall be paid by the Shipper.
3. If the Shipper requests a change of destination for their own convenience, the difference between the new flight section and the scheduled flight section already collected shall be refunded or collected.
4. For any other changes requested by the Shipper, all flight charges and related fees incurred shall be paid by the Shipper.

<METHOD OF REFUND>

Article 45. Refunds of fares and charges shall be made only at the Company's office, date and time based on a certificate issued by the Company, or within 30 days from the expiration date of the validity period.

<DISCLAIMER REGARDING SHIPMENTS>

Article 46. The Company shall not be liable for any delay, loss, damage, contamination, or any other damage to the items in transit causes from the reasons listed below ;

- 1) In cases based on the reasons listed in Article 3.
- 2) In cases of deterioration, consumption, or damage to the items being transported.
- 3) Insufficient Baggage markings, inadequate packing, damaged packaging, or other cases attributable to the shipper's negligence, carelessness, or omission.
- 4) In cases where the shipping document (waybill) contains incomplete or false information.
- 5) Accidents caused by accidental contact with others or other incidents that are likely to occur on board.
- 6) When caused by adverse weather conditions and not due to the Company's carelessness.

<CLAIM FOR DAMAGES>

Article 47. The Claims for compensation for damages to Items / Baggage must be turned in to the Company with documents ;

- Within 14 days from the scheduled transportation date in case of non-delivery.

- Within 7 days from the date of receipt in case of partial loss, damage, or delay.

However if a written document is filed at the Company's office within the above period, the period may be extended by 7 days only after the date noted on the document is failed.

2. If a Claim for compensation is not made within the date above, the Company shall not be liable for compensation.

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