

Solaseed Air Inc.

CONDITIONS OF  
CARRIAGE  
– DOMESTIC  
PASSENGERS AND  
BAGGAGE –



## **Article 1. (DEFINITIONS)**

**"Agent"** means any director, officer, employee, agent, or contractor of the Company, who assists in the performance of the contract of Carriage.

**"Agreed Stopping Places"** means those places, other than the place of departure and Destination, set forth as scheduled stopping places in a Ticket and/or any Conjunction Ticket issued in connection therewith in the Passenger's itinerary, or shown in Carrier's timetable.

**"Company's Regulations"** means the Company's rules and regulations, other than these Conditions of Carriage, for Carriage of Passengers and/or Baggage including, but not limited to, the Company's tables of fares, rates and charges.

**"Applicable Laws"** means such laws, cabinet orders and ministerial ordinances, and other governmental regulations, rules, orders, demands, and requirements as apply to Carriage of a Passenger and/or Baggage to be performed by the Company.

**"Authorized Agency"** means a Passenger sales agent appointed by a Carrier to represent the Carrier in the sale of Carriage of Passengers over the air passenger transport services of the Carrier and, if authorized by the said Carrier, over the same services of any other Carrier.

**"Baggage"** means such articles, personal belongings and other personal items of a Passenger as are necessary or appropriate for wear, use, comfort, or convenience in connection with his/her travel. Unless otherwise specified, it includes both Checked and Carry-on Baggage.

**"Baggage Identification Tag"** means a document issued by a Carrier for the purpose of identification of Checked Baggage and consists of the following two: the Baggage tag attached by the Carrier to each article of Checked Baggage (Baggage Attachment Stub) and the Baggage claim stub which is given to the Passenger (Baggage Claim Tag).

**"Carriage"** means carriage of a Passenger and/or Baggage by air, for free or for fees.

**"Carrier"** means an air carrier and includes an air carrier issuing a Ticket and any air carrier that carries a Passenger and/or his/her Baggage by the Ticket or provides or undertakes to provide any other services incidental to the said air carriage.

**"Checked Baggage"** means Baggage of which a Carrier takes custody and for which the Carrier issues a Baggage Identification Tag.

**"Child"** means a person who has reached his/her second birthday but not his/her twelfth birthday as of the date of commencement of Carriage.

**"Company"** means Solaseed Air Inc.

**"Company's Office"** means a Company's office and the Company's website on the Internet.

**"Conjunction Ticket"** means a Ticket issued to a Passenger in conjunction with another Ticket which together constitute a single contract of Carriage.

**"Days"** means calendar days including all seven days of the week; provided, however, that for the purpose of calculating the number of days of a notice period, the day upon which such a notice is dispatched shall not be counted; and further provided that for the purpose of determining the period of validity of a Ticket, neither the day of the Ticket issue or the day of Carriage commencement shall be counted.

**"Destination"** means the ultimate stopping place under a contract of Carriage. In the case of an itinerary which returns to the place of departure, the Destination is the same as the place of departure.

**"EMD"** stands for Electronic Miscellaneous Document, which means an electronic document issued by a Carrier or its Authorized Agency, requesting issue of an appropriate Ticket or provision of travel services to the person stated in such an electronic document.

**"Flight Coupon"** means a coupon in the form recorded in the Company's database that indicates a particular segment where a Carriage is validly performed.

**"Infant"** means a person who has not reached his/her second birthday as of the date of commencement of Carriage.

**"E-Ticket Itinerary Receipt"** means a document forming part of the Electronic Ticket which contains the information such as the itinerary, ticket information, some of the conditions of a contract of Carriage, and notices. This document shall constitute a Passenger's written evidence of a contract of Carriage.

**"Passenger"** means any person, except crew members, carried or to be carried in an aircraft with the consent of a Carrier.

**"Rerouting"** means any change in a routing, Carrier, class of service, flight, or period of validity of the Ticket from the information originally provided in the duly-issued Ticket which a Passenger presents for Carriage.

**"Stopover"** means a deliberate interruption of a travel by a Passenger, at a point between the place of departure and the Destination, as is agreed to in advance by the Carrier.

**"Ticket"** means the e-ticket issued and recorded in the Company's database by a Carrier or its Authorized Agency for Carriage of a Passenger and/or Baggage pursuant to these Conditions of Carriage, setting forth some of the conditions of a contract of Carriage, and notices and containing Flight Coupons and e-Ticket Itinerary Receipt.

**"Carry-on Baggage"** means any Baggage other than Checked Baggage.

## **Article 2. (APPLICATION OF CONDITIONS)**

- (A) (Applicability)
  - 1. To the extent not in conflict with any Applicable Laws, these Conditions of Carriage shall apply to any Carriage of Passengers and/or Baggage and any service incidental thereto, each to be performed or provided by the Company at fares, rates, and charges published in connection with these Conditions of Carriage.
  - 2. Should any special agreement be made with respect to a particular provision of these conditions, such special agreement shall apply, notwithstanding the aforementioned provision.
- (B) (Posting)

Passenger fares, excess Baggage charges, other fees and charges, timetables and other necessary information shall be posted together with these Conditions at the Company's Office or Authorized Agency.
- (C) (Gratuitous Carriage)

With respect to gratuitous Carriage, the Company may exclude the application of some provisions of these Conditions of Carriage.
- (D) (Carriage by Charter)

Carriage of Passengers and/or Baggage to be performed pursuant to a charter agreement with the Company shall be subject to the Company's Conditions of Carriage applicable to charter flights.
- (E) (Change of Conditions of Carriage or the Company's Regulations)

Except as will be prohibited by Applicable Laws, the Company may change, modify or amend any provision of these Conditions of Carriage or the Company's Regulations thereunder; provided, however, that such change, modification, or amendment shall be notified by posting on the Company's website or in any other appropriate manner for a reasonable period of time.
- (F) (Applicable Conditions)

Any Carriage of Passengers and/or Baggage shall be subject to the provisions of these Conditions of Carriage and the Company's Regulations in effect as of the date of commencement of the Carriage covered by the first Flight Coupon of the Ticket.
- (G) (Consent of Passengers)

Passengers shall be deemed to have acknowledged and given consent to these Conditions of Carriage and the Company's Regulations for the Company's Carriage of Passengers and/or Baggage.

## **Article 3. (TICKETS)**

- (A) (General)
  - 1. The Company shall issue a Ticket upon receipt of payment by the Passenger of such applicable fares and/or charges as separately stipulated by the Company. To receive a Ticket, a Passenger shall provide the Company with his/her name, any contact information such as a telephone number that the Company may use to communicate with the Passenger, and other information as specified by the Company. The Company will not issue or reissue a Ticket for the Passenger unless the Passenger pays the applicable fare or charges, or complies with credit arrangements approved by the Company.
  - 2. A Passenger must present a valid Ticket which is duly issued in accordance with the Company's Regulations and contains the Flight Coupon for the flight which he/she is actually to board and all other unused Flight Coupons, or the Passenger's identification, when he/she takes a Carriage. A Passenger shall not be entitled to be carried if the Ticket presented by the Passenger falls under any of the items of sub-paragraph 6 of paragraph (A) of Article 9.
  - 3. A Ticket may be used only by the Passenger whose name is stated in the Ticket and shall not be transferred to a third party.
  - 4. The Company shall not be liable to any person entitled to be carried or to receive a refund, for undertaking a Carriage or refunding a Ticket presented by any person other than the person so entitled. If a Ticket is in fact used by any person other than the person who is entitled to be carried, with or without the entitled person's knowledge and consent, the Company shall not be liable for death or injury of such an unauthorized person or for loss, destruction, or delay in arrival of, or damage to, the unauthorized person's Baggage or other personal items arising from the said unauthorized use.

5. If an obviously mistaken fare is published for sale or offered for sale, and if a Passenger reserves or purchases a Ticket issued at the mistaken fare, the Company reserves the right to cancel the Ticket reservation or issue and refund the fare paid by the Purchaser or, at the Purchaser's option, to reissue the ticket at the correct fare.

(B) (Validity of Tickets)

1. In order for the Company to verify the validity of the Ticket, the Passenger will be requested to present his/her Ticket.
2. When validated, a Ticket shall be valid for Carriage from the airport at the place of departure to the airport at the Destination via the route described in the Ticket, for the specified period of time defined in the following sub-paragraph 3. Each Flight Coupon shall be valid for Carriage on the flight for which a seat is reserved for the Passenger. If a Flight Coupon is issued without seat reservation, a seat will be reserved for the Passenger upon his/her application therefor, subject to the conditions of the applicable fare and the availability of the seat on the flight. The place and date of issue shall be contained in the valid Ticket.
3. Unless otherwise provided in the applicable fare rules, the period of validity of a Ticket shall be the date of commencement of Carriage and one year as counted from the following day if Carriage is commenced, or the date of issue thereof and one year as counted from the following day if no portion of the Ticket is used. If a Ticket includes a Flight Coupon to which any fare having a period of validity that is less than one year applies, the same period shall apply only to the same Flight Coupon.
4. The period of validity of an EMD shall be one year from the date of issue thereof. An EMD can not be exchanged for a Ticket unless it is presented for a Ticket within one year from the date of issue thereof.
5. A Ticket shall expire at midnight on the date of expiration of the period of validity of the Ticket. Unless otherwise provided in the Company's Regulations, a travel using each Flight Coupon of a Ticket may continue beyond the date of expiration of the Ticket if such a travel commences prior to midnight thereof.
6. An expired Ticket or EMD will be accepted for refund in accordance with the provisions of Articles 11 and 12.

(C) (Extension of Ticket's Period of Validity)

1. If a Passenger is prevented from traveling within the period of validity of a Ticket due to any of the following events, the Company will, unless otherwise provided in the Company's Regulations, extend the period of validity of the Passenger's Ticket to the Company's first flight on which a seat is available for the Passenger without additional collection of fare.
  - (a) The Company cancels the flight on which the Passenger reserves a seat;
  - (b) The Company goes beyond a reasonable extent and fails to operate a flight according to the schedule;
  - (c) The Company omits a scheduled stop, being the Passenger's place of departure, Destination, or Stopover point;
  - (d) The Company causes the Passenger to miss a connection; or
  - (e) The Company is unable to provide a seat on the reserved flight.
2. If a Passenger holding a Ticket of which the period of validity is one year is prevented from traveling within the period because the Company is unable to provide a seat on the flight, the Company will extend the period of validity of the Passenger's Ticket to the Company's first flight on which a seat is available when the Passenger requests seat reservation; provided, however, that the said extension shall not exceed 7 Days counted from the day after the expiration date of the Ticket.
3.
  - (a) If a Passenger is prevented from traveling within the period of validity of a Ticket by reason of his/her illness after starting the travel, the Company may extend the period of validity of the Passenger's Ticket as follows unless the extension is precluded by the Company's Regulations applicable to the fare paid by the Passenger:
    - (i) With respect to a Ticket of which the period of validity is one year, the Company may extend the period to the date on which the Passenger becomes fit to recommence his/her travel which is stated in a valid medical certificate; provided, however, that in case the Company is unable to provide the Passenger with a seat on the said date, the Company will extend the period to the Company's first flight on which a seat is available from the point where the Passenger recommences his/her travel after the date. If an unused Flight Coupon of the Ticket involves any Stopover, the Company will, subject to the Company's Regulations, extend the period of validity of the Ticket for not more than 3 months counted from the day after the date on which the Passenger becomes fit to recommence his/her travel.

- (ii) With respect to a Ticket of which the period of validity is less than one year, the Company may, unless otherwise provided in the Company's Regulations, extend the period to the date on which the Passenger becomes fit to recommence his/her travel which is stated in a valid medical certificate; provided, however, that in case the Company is unable to provide the Passenger with a seat on the said date, the Company will extend the period to the Company's first flight on which a seat is available from the point where the Passenger recommences his/her travel after the date; irrespective of any restrictive conditions applicable to the type of the fare paid. However, in no case the extended period shall be more than 7 Days counted from the day after the date on which the Passenger becomes fit to recommence his/her travel.
  - In the case of (i) or (ii) above, the Company may extend to the same extent the period of validity of the Ticket of the Passenger's immediate family member accompanying him/her.
  - (b) Nothing in the provisions of the preceding (a) shall permit extension of the period of validity of a Ticket of a Passenger who fully recovers from an illness before the same period expires.
  - 4. In the event of death of a Passenger en route, the Company may amend or modify the Ticket of a person accompanying the Passenger by waiving the minimum required period of travel or extending the period of validity. In the event of death of a Passenger's immediate family member after he/she commences the travel, the Company may, also with respect to the Tickets of the Passenger and his/her immediate family member accompanying him/her, waive the minimum required period of travel or extend the period of validity. Any such amendment or modification shall be subject to the Company's receipt of a valid death certificate. No such extension shall exceed 45 Days counted from the day after the date of the death.
- (D) (Sequence of Use of Flight Coupons)
- 1. The Company will allow the use of Flight Coupons only in the sequence of an itinerary from the place of departure indicated in the Ticket.
  - 2. If a Flight Coupon for the first or intermediate segment is not used and if the Passenger intends to commence or continue his/her travel at any Agreed Stopping Place, the fare will be recalculated according to the actual itinerary based on the applicable fare rules, and the Carriage will be provided accordingly.

#### **Article 4. (STOPOVERS)**

Stopovers are permitted at any Agreed Stopping Place subject to Applicable Laws and the Company's Regulations.

#### **Article 5. (FARES AND ROUTINGS)**

- (A) (General)  
Fares shall apply only to Carriage from the airport at the place of departure to the airport at the Destination and shall not include a ground transportation service within airport areas, between airports, or between an airport and downtown areas, except in the case that the Company's Regulations specifically provide that such a ground transportation service will be provided by the Company without additional charge therefor.
- (B) (Applicable Fares)
  - 1. Applicable fares and charges shall be the fares and the charges which shall be published by the Company or its Authorized Agency or, if not so published, calculated in accordance with the Company's Regulations, which shall, unless otherwise provided in Applicable Laws, be in effect as of the date of issue of a Ticket and applicable on the date of commencement of the Carriage covered by the First Flight Coupon. If the amount collected is not equivalent to the applicable fare and charges, the difference shall be paid by the Passenger or refunded to him/her by the Company, as the case may be, unless otherwise provided in Company's regulations with respect to any Passenger paying a special fare and/or charges.
  - 2. Unless otherwise provided in these Conditions of Carriage or the Company's Regulations, fares entitle a Passenger to occupy one seat of the applicable class. Unless otherwise provided in the Company's Regulations or specifically approved by the Company, one Passenger shall be entitled to occupy one seat on board.
  - 3. The Company will accept carriage of one Infant not occupying a seat free of charge, provided the Infant is accompanied by one Passenger of twelve years of age or over.

- (C) (Routings)  
Unless otherwise provided in the Company's Regulations, fares shall apply only to the routings published in connection therewith. If there are more than one routings at the same fare, a Passenger may specify the routing prior to issuance of a Ticket. If he/she does not specify the routing, the Company may determine the routing.
- (D) (Taxes and Charges)  
Any tax or charge imposed by a government or other public authority or by an operator of an airport in respect to a Passenger or his/her use of any services or facilities shall not be included in the published fares, fees, or charges and be separately payable by the Passenger; provided, however, that fares and charges shall include an amount equal to consumption taxes (including local consumption taxes).

## **Article 6. (RESERVATIONS)**

- (A) (General)
1. A reservation shall be made when a seat is recorded as reserved in the Company's reservation system.
  2. The Company prohibits acts of reservations not intended for actual boarding.
  3. Name changes are not permitted once the reservation has been recorded in the Company's reservation system.
  4. Under the Company's Regulations, conditions applicable to certain fares may limit or prohibit change or cancellation of reservations.
  5. A Passenger who holds an unused Ticket without seat reservation or a coupon thereof, or who wishes to change his/her reservation, for which a Ticket is issued, to another shall not be specially entitled to any preferential right with respect to making a reservation.
- (B) (Seat Reservations)  
The Company will accept applications for seat reservations at any of the Company's Offices from the date specified by the Company, at least two (2) months prior to the desired boarding date, unless otherwise provided for by the Company with respect to a Passenger paying a special fare.
- (C) (Ticketing Time Limits)  
If a Ticket is not issued for a Passenger prior to the ticketing time limit specified by the Company, the Company may cancel his/her reservation.
- (D) (Seat Reservation)  
The Company may, without a prior notice, change the seat assigned by a Passenger due to a change of aircraft or other reason. The said change shall include a change in seat position or specification.
- (E) (Charge for Failing to Board Reserved Flight)  
The Company may, in accordance with the Company's Regulations, request a Passenger who fails to board a flight which has been reserved to pay a charge.
- (F) (Reservation Cancellations by the Company)
1. The Company may, at its own discretion, cancel all or part of a Passenger's reservation if two or more seats are reserved for the same Passenger and if:
    - (a) the same segment on the same date is reserved;
    - (b) the same segment on dates in close proximity to each other is reserved;
    - (c) different segments on the same date are reserved; or
    - (d) it is reasonably considered by the Company that the Passenger can not board all the flights reserved.
  2. If a Passenger fails to board a reserved flight without giving a prior notice thereof to the Company, the Company may cancel his/her onward reservations thereafter, or request any other Carrier to cancel the reservations of other flights included in the same onward reservations. If a Passenger fails to board a reserved flight of any other Carrier without giving a prior notice thereof to the said Carrier, the Company may, upon the Carrier's request, cancel the reservation of the Company's flights included in his/her onward reservations thereafter.
  3. The Company may cancel all or part of Passenger's reservations which do not include his/her personal data as necessary by the time limit specified by the Company.

- (G) (Reconfirmation of Reservations for Other Carriers)  
In the event that reconfirmation of reservations is required in accordance with regulations of any Carrier other than the Company, the Company may cancel the Company's flight reservations included in the onward segments thereafter for a Passenger when he/she fails to reconfirm a reservation of the segment of the said Carrier within the specified period of time.
- (H) (Communications Charges)  
A Passenger shall, unless it is stipulated that the Company will bear the expenses for telephone or other means of communication used for making or canceling a reservation.
- (I) (Passenger's Personal Data)  
A Passenger shall agree that his/her personal data will be furnished to the Company by the Passenger or his/her agent, will be retained by the Company or, if the Company deems necessary, will be transmitted by the Company to any of its own offices, other Carriers, the providers of travel services, government authorities, or other entity or agency, for the purpose of making a reservation for Carriage, obtaining incidental services, or making available such data to government authorities or for any other purpose which the Company deems necessary in order to facilitate any convenience of the travel for the Passenger.

#### **Article 7. (CHECK-IN)**

1. A Passenger shall arrive at the location designated by the Company, by the time indicated by the Company (or if no time is indicated, sufficiently in advance of the flight departure so that there will be enough time for the Passenger to have check-in and departure procedures completed by the departure time of the flight). If a Passenger fails to arrive at the location designated by the Company by the time indicated by the Company or is unable to depart because the procedures required for his/her departure are not completed, the Company may cancel his/her reservation and will not delay the flight for the Passenger. The Company shall not be liable to the Passenger for any damage caused by the Passenger's failure to comply with the provisions of this Article.
2. A Passenger shall be seated in his/her assigned seat and shall not change seats with any other Passenger, even if he/she is accompanying the Passenger, unless otherwise permitted by the Company.

#### **Article 8. (INSTRUCTIONS OF THE COMPANY)**

Passengers shall observe the instructions of the Company's Agent or crew member with respect to boarding, deplaning and/or any other behavior at airports or on board, or with respect to places of loading or unloading of the Passenger's Baggage.

#### **Article 9. (REFUSAL AND LIMITATION OF CARRIAGE)**

- (A) (Right to Refuse Carriage, etc.)  
The Company may refuse Carriage of, or disembark, any Passenger, in which case his/her Baggage will be handled in the same way, if the Company determines at its reasonable discretion that any of the following items applies: In the case of (c), (d), (e), or (f) in sub-paragraph 4 of this paragraph, the Company may, in addition to the aforementioned measures, take such measures as it deems necessary to prevent the Passenger from continuing such conduct, failure, obstruction, or act. The measures shall include, but not limited to, restraint of the Passenger.
1. Such action is necessary for flight safety;
  2. Such action is necessary in order for the Company to comply with Applicable Laws or regulations, or governmental requirements;
  3. The Passenger falls under sub-paragraph 4 or 5 of paragraph (B) of Article 14; or
  4. The Passenger, because of his/her behavior, age, mental or physical condition:
    - (a) requires the Company to provide special treatment in Carriage of the Passenger, which exceeds legal requirements or would force an undue burden that hinders the Company's normal procedures;
    - (b) may cause discomfort or trouble to other Passengers;
    - (c) may harm the safety or health of himself/herself or of other people;
    - (d) may cause damage to an aircraft or other property;

- (e) obstructs an Agent of the Company or a crew member in performing his/her duties or fails to comply with any instruction thereof;
  - (f) displays conduct that is unlawful, disorderly, obscene, or violent;
  - (g) smokes in aircraft cabin, including the use of all smoking devices;
  - (h) uses a portable telephone, portable radio, electronic game or other electronic device in an aircraft cabin without the Carrier's permission;
  - (i) carries any of the items specified below:  
weapons (excluding those carried by competent officers on duty), gunpowder, explosives, corrosive items, inflammable items, or other articles which are likely to cause a hazard or risk to the aircraft, Passengers, and/or any loaded property, or articles or live animals inappropriate for carriage by aircraft;
  - (j) fatally injured or very sick person;
  - (k) have or may have an infectious disease that poses a threat to the health of Agent of the Company, crew members, or other Passengers;
  - (l) refuses to take any action that the Company requires of the Passenger as a precautionary measure against infectious diseases;
  - (m) is deemed to be under significant influence of alcohol or drugs;
  - (n) may be significantly offensive or objectionable to other Passengers, because of the Passenger's hygiene; or
  - (o) is an unaccompanied child under the age of eight years;
5. The Passenger has behaved on a previous flight in a manner that falls under sub-paragraph 4 of this paragraph, and the Company deems that such conduct/behavior may be repeated;
  6. The Company reserves the right to make the Ticket invalid if the Ticket presented by the Passenger is:
    - (a) acquired unlawfully or purchased from an entity other than the issuing Carrier or its Authorized Agency;
    - (b) reported to have been lost or stolen;
    - (c) a counterfeit Ticket; or
    - (d) altered by a person other than a Carrier or its Authorized Agency, with respect to any Flight Coupon thereof;
  7. The person presenting a Ticket cannot prove that he/she is the person stated in the "Passenger Name" box of the Ticket; or
  8. Notwithstanding the Company's request, the Passenger refuses to pay all or any applicable fares, charges or taxes charged or may fail to perform a credit arrangement agreed upon between the Company and the Passenger (or the person paying for the Ticket).
- (B) (Conditional Acceptance for Carriage)  
If a Passenger whose status, age, or mental or physical condition may cause any hazard or harm to himself/herself is carried, the Company shall not be liable for death, injury, illness, wounding, or disability of the Passenger, or any aggravation or consequences thereof, due to the said status, age, or mental or physical condition.
- (C) (Limitation on Carriage)
1. Acceptance of Carriage of unaccompanied Children or Infants, disabled persons, pregnant women, or persons with illness shall be subject to the Company's Regulations and may require a prior arrangement with the Company.
  2. If the total weight of the Passengers boarding, and/or Baggage loaded in, an aircraft may exceed the maximum allowance weight with respect to the aircraft, the Company may, in accordance with the Company's Regulations, impose limitations on the Passengers and/or Baggage to be carried.
  3. To ensure assistance in emergency evacuation, the Company may prevent a Passenger from taking an exit row seat of the aircraft and change his/her seat to another seat if the Company determines that the Passenger falls under any of the following upon which change, if the exit row seat is a special seat to which a special fare is applied as specified by the Company, the Company shall refund the collected special fare and shall not collect prescribed fees provided in the Company's Regulations.



- (a) the Passenger is under the age of 15;
- (b) the Passenger has any difficulty in assisting in emergency evacuation, or may cause any harm to his/her health if he/she assists in emergency evacuation due to his/her physical condition, health or for other reasons;
- (c) the Passenger cannot understand the evacuation procedures provided by the Company, or Agent's or crew member's instructions; or
- (d) the Passenger does not consent to providing assistance in emergency evacuation.

#### **Article 10. (FRAUDULENT BOARDING)**

Any of the acts set forth below shall constitute fraudulent boarding and shall be subject to a charge of double the amount of the highest fare and charges set for the segment at the time of such fraudulent boarding, in addition to the fare and charges applicable to the Passenger for the segment flown under fraudulent boarding; provided, however, that if the segment flown cannot be ascertained, the fare and charges shall be calculated from the place of departure of the flight:

- (a) Failure to present a Ticket at the request of an Agent of the Company or a crew member, or to board beyond the segment specified in the Reservations Data of the Ticket without approval from an Agent of the Company or a crew member;
- (b) To board a flight intentionally with an invalid Ticket; or
- (c) To board a flight at a special fare on the basis of a false declaration.

#### **Article 11. (REFUNDS)**

##### **(A) (General)**

1. Unless otherwise provided in any Applicable Laws, in the event that a Passenger fails to use his/her Ticket or a portion thereof, the Company will, upon the Passenger's request, make a refund for the said unused Ticket or portion in accordance with this Article and the Company's Regulations. The Company shall apply the provisions of this Article applicable to an EMD as well as to a Ticket.
2. Under the Company's Regulations, the Company may limit or refuse a refund for a Ticket subject to conditions applicable to certain fares.

##### **(B) (Person Entitled to Refund)**

1. Unless otherwise provided in this paragraph, the Company will make a refund to either the person entered as a Passenger in a Ticket or to the person who has purchased the Ticket upon submission of a satisfactory evidence to the Company.
2. A refund for a Ticket issued using a credit card will be made by the Company to the credit card company which has issued the card.
3. The Company will make a refund if all unused Flight Coupons and the e-Ticket Itinerary Receipt are submitted to the Company.
4. Any refund made to a person submitting to the Company all unused Flight Coupons and the e-Ticket Itinerary Receipt and claiming a refund pursuant to sub-paragraph 1 or 2 of this paragraph shall be deemed a valid refund and shall discharge the Company from liability to make any further refund to the true person entitled.

##### **(C) (Refund Period)**

Fares, taxes, fees, and charges shall not be refundable later than 30 days counted from the day after the expiration of the Ticket.

##### **(D) (Right to Refuse Refund)**

The Company will not make a refund for a Ticket of a Passenger in the event that Carriage of the Passenger is refused or he/she is disembarked in accordance with either sub-paragraph 6 or 7 of paragraph (A) of Article 9.

##### **(E) (Refund by the Company)**

Unless otherwise provided in the Company's Regulations, the Company will make a voluntary refund for a Ticket only in case the Company or its Authorized Agency has originally issued the Ticket.

## **Article 12. (REROUTING AND REFUNDS REQUESTED BY PASSENGER)**

### **(A) (Rerouting)**

1. Under the Company's Regulations, conditions applicable to certain fares may limit or prohibit Rerouting.
2. Upon a Passenger's request, the Company may effect a Rerouting with respect to an unused Ticket and/or Flight Coupon(s) if:
  - (a) the Company has issued the Ticket;
  - (b) the Company is the original issuing Carrier indicated in the "Original Issue" box of the Ticket; or
  - (c) the Company falls under either of the following:
    - (i) The Company is the Carrier designated in the "Carrier" box of the unused Flight Coupon of the first onward segment where the Rerouting is to commence; or
    - (ii) The Company is assigned the right to handle the unused Flight Coupon by another carrier.
3. After Carriage commences, the following provisions shall apply:
  - (a) The Company will not perform any additional Carriage at the through fare for the original segment integrated with the additional one unless a request therefor is made prior to the Passenger's departure from the place of departure indicated in the Ticket presented to the Company for the additional segment of Carriage; and
  - (b) In the event that a new itinerary after a Rerouting does not satisfy the conditions applicable to a round trip itinerary, a round trip discount shall not apply even to those segments already flown if the relevant Ticket is issued on the basis of a round trip discount.
4. The fares and charges applicable after a Rerouting shall be those which, as of the date of issue of the Ticket, were intended to apply on the date of commencement of Carriage; provided, however, that if a Passenger whose Ticket is unused requests a Rerouting, the fares and charges applied pursuant to the Company's Regulations and applicable fare rules may be those valid when the Ticket is changed.
5. The Company will collect from a Passenger any difference between the fares and charges applicable after a Rerouting and those originally paid by the Passenger or arrange for a refund, if any, to the Passenger in accordance with Article 11 and paragraph (B) of this Article.
6. The date of expiration of any Ticket newly issued as a result of a change in a routing, Carrier(s), or flight shall be that of the original Ticket; provided, however, that if a Passenger requests a Rerouting on unused Ticket, the applicable date of expiration of a new Ticket shall be calculated from the date of issuing the Ticket after the Rerouting.
7. Time limits on cancellation of reservations and charges for cancellation or change of reservations shall also apply to a Rerouting to be effected upon a Passenger's request, as provided for in the Company's Regulations.

### **(B) (Refunds)**

In addition to Refunds requested by the Passenger, if Carriage of the Passenger is refused or he/she is disembarked pursuant to the provisions of sub-paragraph 8 of paragraph (A) of Article 9, the amount of the refund shall be as follows:

- (a) If no portion of the trip has been made, an amount equal to the fares and charges paid, less any prescribed fees provided in the Company's Regulations; and
- (b) If a portion of the trip has been made, an amount equal to the difference between the fare and charges paid and the fare and charges applicable to the segment for which the Ticket has been used, less any prescribed fees provided in the Company's Regulations.

## **Article 13. (INVOLUNTARY REROUTING AND REFUNDS)**

### **(A) (Schedule)**

1. The Company undertakes to use its best efforts to carry a Passenger and his/her Baggage, adhering to a valid schedule to a reasonable extent on the date of travel; provided, however, that times shown in a timetable or elsewhere shall be just scheduled but not guaranteed and shall form no part of the contract of Carriage. The Company may change any schedule of a flight without any prior notice and shall not be responsible for any trouble in respect of connection of a Passenger and/or his/her Baggage to any other flight because of the said change.
2. The Company may, without prior notice, substitute any other Carrier or change an aircraft with respect to the Carriage assumed by the Company.
3. The Company may, without prior notice, cancel, terminate, divert, postpone, or delay any flight or the right to, or any reservation with respect to, any further Carriage thereafter or determine if any take-off or landing should be made, without any liability except to comply with sub-paragraphs 3 and 4 of paragraph (B) of this Article or sub-paragraphs 3 and 4 of paragraph (C) hereof.

- (B) (Rerouting and Refunds Due to Force Majeure Event)
1. The term "Force Majeure" event means:
    - (a) any fact beyond the Company's control (including, but not limited to, those such as meteorological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, and disturbances) whether actual, threatened or reported or any delay, demand, condition, circumstances or requirement directly or indirectly attributable to the fact;
    - (b) any fact not to be foreseen, anticipated, or predicted;
    - (c) any Applicable Laws; or
    - (d) shortage of labor, fuel or facilities or labor problems of the Company or others.
  2. In the event of the following circumstances due to Force Majeure events, the Company will, at Passenger's option, take the measures specified below in sub-paragraph 3 or 4 of this paragraph:
    - (a) The Company cancels a flight;
    - (b) The Company goes beyond a reasonable extent and fails to operate a flight according to the schedule;
    - (c) The aircraft fails to stop at a Passenger's Destination or Stopover point; or
    - (d) The Company is unable to provide a Passenger with his/her seat of a reserved flight or prevents connection to the connecting flight reserved by a Passenger.
  3. Rerouting
    - (a) The Company will perform carriage of the Passenger and his/her Baggage by an aircraft of the Company on which seats are available to the Destination or Stopover point as indicated in the Ticket or to such vicinal Airports thereof as designated by the Company.
    - (b) In the event of a change of Destination indicated in the Ticket after departure, the Company will arrange for Carriage of the Passenger and his/her Baggage to the Destination or Stopover point indicated in the Ticket by any of the following means at the Company's option:
      - (i) on an aircraft of the Company on which a seat is available;
      - (ii) on an aircraft of another Carrier on which a seat is available; or
      - (iii) by other means of transportation.
    - (c) In the case of (a) or (b) above, no adjustment will be made for the difference in Passenger's fares and charges.
  4. Refunds  
The refund calculation will be performed in accordance with sub-paragraph 4 of paragraph (C) of this Article.
- (C) (Involuntary Rerouting and Refunds)
1. The term "involuntary" means the reasons under the Company's responsibility, other than those specified in sub-paragraph 1 of paragraph (B) of this Article.
  2. In the event of the following circumstances caused by reasons under the Company's responsibility, the Company will, at Passenger's option, take the measures specified in sub-paragraph 3 or 4 of this paragraph below:
    - (a) The Company cancels a flight;
    - (b) The Company goes beyond a reasonable extent and fails to operate a flight according to the schedule;
    - (c) The aircraft fails to stop at a Passenger's Destination or Stopover point; or
    - (d) The Company is unable to provide a Passenger with his/her seat of a reserved flight or prevents connection to the connecting flight reserved by a Passenger.
  3. Rerouting
    - (a) The Company will perform carriage of the Passenger and his/her Baggage to the Destination or Stopover point as indicated in the Ticket by any of the following means at the Company's option:
      - (i) on an aircraft of the Company on which a seat is available;
      - (ii) on an aircraft of another Carrier on which a seat is available; or
      - (iii) by other means of transportation.
    - (b) In the case of (a) above, no adjustment will be made for the difference in Passenger's fares and charges.
    - (c) In the event that a Passenger misses an onward connecting flight of the Company reserved by him/her for connection because a Carrier carrying the Passenger fails to operate its flight according to the schedule or changes the schedule of the said flight, the Company shall not be liable for such missed connections.
  4. Refunds  
In addition to the reasons under the Company's responsibility specified in this Article, if Carriage of the Passenger is refused or he/she is disembarked pursuant to any of the provisions of sub-paragraphs 1 to 5 of paragraph (A) of Article 9, which has prevented the Passenger from using the Carriage provided for in his/her Ticket, the refund amount shall be:

- (a) an amount equal to the fare paid if no portion of the trip has been made; and
  - (b) the difference between the fare paid and the fare for the segment in which the Carriage is completed if a portion of the trip has been made.
- (D) (Limitation of Carriage Due to Overselling, etc.)  
 If the number of Passengers (only those who have presented their tickets, with confirmed reservation, for check-in at the Company's airport office by the time stipulated by the Company) with valid seat reservations on a flight exceeds the number of available seats on the flight and therefore seats are not available to some Passengers, the Company shall call for volunteers prepared to surrender their confirmed reservations. If there are not enough volunteers, the Company may deny boarding to other Passengers based on the boarding priority set by the Company. The Company shall provide those Passengers who accept to cancel their flights with a certain amount of payment stipulated by the Company as a cooperation reward, in addition to any arrangements set forth in sub-paragraph 3 or 4 of paragraph (C) of this Article.

#### **Article 14. (BAGGAGE)**

- (A) (Restrictions on Acceptance of Baggage)
1. The Company will refuse to accept the following items as Baggage:
    - (a) items which do not constitute Baggage as defined in Article 1;
    - (b) items which may endanger an aircraft or any person or property, such as items which are specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA) and in the Company's Regulations;
    - (c) items that are prohibited from being loaded into, or carried on, an aircraft by Applicable Laws or governmental requirements;
    - (d) items which the Company deems unsuitable for Carriage by reason of their weight, size, shape, or nature such as being fragile, easily deteriorated, or perishable;
    - (e) live animals, except those Carriage of which will be accepted by the Company as provided for in paragraph (J) of this Article;
    - (f) dead body;
    - (g) firearms, swords and other similar items, and explosives and other ignitable or flammable items;
    - (h) corrosive chemicals and liquids not contained in a suitable containers;
    - (i) other items which the Company considers unsuitable for carriage on an aircraft.
  2. The Company refuses to accept any of the following items as Carry-on Baggage:
    - (a) items similar in shape to firearms, swords, and explosives (e.g., pistol-shaped lighters, hand grenade-shaped lighters); or
    - (b) other items the Company considers as potential weapons (e.g., bats, golf clubs, ice skates).
  3. The Company may refuse Carriage of, and take any necessary measures as appropriate with respect to, items of which Carriage as Baggage is prohibited by the preceding sub-paragraphs 1 and 2 of this paragraph and may refuse onward Carriage of any such item upon discovery thereof.
  4. The Company refuses to accept fragile, easily deteriorated, or perishable items, money, jewelry, platinum, gold and other precious metals, negotiable and other securities, bank notes, documentary stamps, works of art, antiques or other valuables, business documents, passports or other identification documents necessary for travel or samples as Checked Baggage.
  5. The Company may refuse to carry Baggage as Checked Baggage in case it is not properly packed in a suitcase or other suitable containers to ensure safe Carriage with ordinary care in handling.
  6. When any item specified in sub-paragraphs 1 and 2 of this paragraph is carried, whether or not Carriage of such items as Baggage is prohibited, the Carriage thereof shall be subject to the charges, limitations of liability, and any other provision which are applicable to Carriage of Baggage in these Conditions of Carriage.
- (B) (Security Inspection)
1. Passengers and Baggage shall submit to any security check required, unless it is specifically deemed unnecessary by government authorities, airport staff, or by the Company.
  2. The Company will inspect the contents of Passenger's Baggage by opening it and/or by any other means in the presence of the Passenger concerned or a third person, for the purpose of aviation security (including, but not limited to, the prevention of unlawful acts of seizure, exercise of control or destruction of an aircraft) and/or for any other reason. Notwithstanding the foregoing, the Company may inspect the Passenger's Baggage in his/her or a third person's absence to see whether he/she is in possession of, or his/her Baggage contains, any items prohibited or restricted in sub-paragraphs 1 and 2 of paragraph (A) of this Article.

3. The Company will search any items worn or carried by a Passenger by touching the Passenger over his/her clothes or worn items or by using any instruments such as a metal detector, for the purpose of aviation security (including, but not limited to, the prevention of unlawful acts of seizure, exercise of control, or destruction of an aircraft) and/or for any other reason.
  4. If a Passenger refuses the Company's inspection referred to in sub-paragraph 2 of this paragraph, the Company will refuse to load the Baggage.
  5. If a Passenger refuses the Company's inspection referred to in sub-paragraph 3 of this paragraph, the Company will refuse to load the Baggage.
  6. If any of such prohibited or restricted items as specified in sub-paragraphs 1 and 2 of paragraph (A) of this Article is found as a result of the inspections set forth in sub-paragraphs 2 and 3 of this paragraph, the Company may forbid the Passenger to carry into the cabin or load such an item, or may dispose of it.
- (C) (Checked Baggage)
1. Unless otherwise provided in Applicable Laws or the Company's Regulations, the Company will, upon presentation by a Passenger of a valid Ticket issued covering Carriage only on the lines of the Company or on the lines of the Company and one or more other Carriers, accept as Checked Baggage the Baggage which is tendered by the Passenger at the office designated, and by the time prescribed, by the Company in respect of Carriage on the lines designated on the Ticket; provided, however, that the Company will not accept as Checked Baggage the Baggage tendered for Carriage:
    - (a) beyond the Destination designated, or on any routing not designated, on the Ticket;
    - (b) beyond a Stopover point, unless otherwise provided for in the Company's Regulations;
    - (c) beyond a point of transfer of the Baggage to any other Carrier with which the Company has not entered into an interline Baggage agreement or which has different conditions of Carriage of Baggage from the Company's;
    - (d) for a segment where the Passenger holds no seat reservation;
    - (e) beyond a point at which the Passenger wants the whole Baggage or any portion thereof returned; or
    - (f) for a segment where the Passenger does not pay all applicable charges.
  2. Upon delivery to the Company of Baggage to be checked, the Company will record in the Company's database the number of pieces and weight of the Checked Baggage and will issue a Baggage Identification Tag for each piece of the Checked Baggage.
  3. If a piece of Checked Baggage of a Passenger has no name, initial or other personal identification, the Passenger shall affix such an identification to the Baggage prior to the Company's acceptance of checking.
  4. The Company will, to the reasonable extent possible, carry Checked Baggage of a Passenger coincidentally with the Passenger on the aircraft which the Passenger boards; provided, however, that if the Company deems it difficult or impracticable, the Company may carry the Checked Baggage on any other flight in which such Baggage can be loaded within the maximum weight allowance or by any other means of transportation.
  5. The Company will accept the items in excess of the following limits as Checked Baggage only if a prior due notice of such items is given by the Passenger to, and a prior permission to the Carriage thereof is granted by, the Company:
    - (a) the total of the maximum outside length, the maximum outside height, and the maximum outside width (hereinafter referred to as the "sum of three dimensions") of each piece shall not exceed 203 centimeters (approximately 80 inches), and the dimensions that can be stowed in a cargo compartment of the aircraft carrying the Baggage;
    - (b) the weight of each piece shall not exceed 32 kilograms (approximately 70 pounds); and
    - (c) the total weight shall not exceed 100 kilograms (approximately 220 pounds).

In case the Company accepts the Carriage thereof, charges shall be assessed in accordance with the Company's Regulations. The Company will not accept Carriage of any piece of Baggage the sum of three dimensions of which exceeds 292 centimeters (approximately 115 inches) and/or the weight of which exceeds 45 kilograms (approximately 100 pounds).
- (D) (Carry-on Baggage)
1. Unless otherwise specified for each Passenger by the Company, Baggage that each Passenger may carry into the cabin shall satisfy all of the following conditions:
    - (a) not more than one piece;
    - (b) the total weight shall not exceed 10 kilograms (approximately 22 pounds); and
    - (c) the sum of three dimensions shall not exceed 115 centimeters (approximately 45 inches) and shall be of the size that can be stowed in an enclosed storage compartment in the cabin or under the seat in front of the Passenger.
  2. The Company will allow each Passenger to carry into the cabin only one piece as the Passenger's personal belongings permitted by the Company's Regulations.
  3. The total weight of Carry-on Baggage and a Passenger's personal belongings which are set forth in sub-paragraphs 1 and 2 above shall not exceed 10 kilograms (approximately 22 pounds).

4. Notwithstanding the preceding sub-paragraphs 1 to 3 of this paragraph, a Passenger shall not carry into the cabin any Baggage which the Company deems cannot be safely stowed in the cabin.
  5. However, the Company will permit a Passenger to carry into the cabin articles not suitable for Carriage in a cargo compartment (such as fragile musical instruments) only if a prior due notice of such an article is given to, and a prior permission to such Carriage is granted by, the Company. Carriage of such Baggage shall be subject to a charge provided in the Company's regulations.
- (E) (Free Baggage Allowance)
1. The total free Baggage allowance for each Passenger shall be based on the individual fare rules. Each free baggage allowance is shown on the e-Ticket Itinerary Receipt. In addition, a Passenger shall receive a free Baggage allowance of the Carry-on Baggage described in sub-paragraph 1 of paragraph (D) of this Article.
  2. The free Baggage allowance prescribed in the preceding paragraph shall not be applicable to non-seat occupying Infant, his/her Baggage may be deemed as that of the Passenger accompanying him/her.
  3. In the event that two or more Passengers traveling on the same flight check their Baggage at the same time to be carried by the Company to the same place, the Company may, upon those Passengers' request, provide them collectively with a free Baggage allowance equal to the aggregated individual free Baggage allowance in respect of number.
  4. A fully collapsible stroller/pushchair, carrying basket, and car seat for Infant and child Passengers' own use, and a wheelchair and other similar assistive devices for disabled Passenger's own use are accepted as Checked Baggage for free and are not included into the free Baggage allowance.
- (F) (Special Free Baggage Allowance)
- In addition to the free Baggage allowance provided in the preceding paragraph (E) above, the Company will carry as Baggage, without additional charge, a Passenger's personal belongings specified in the Company's Regulations only when the Passenger carries and retains them.
- (G) (Excess Baggage)
1. Baggage in excess of the applicable free Baggage allowance set forth in sub-paragraph 1 of paragraph (E) of this Article shall be subject to the charge provided in the Company's Regulations.
  2. Unless the Company otherwise agrees in advance with a Passenger, the Company may carry the Passenger's Baggage which is in excess of the applicable free Baggage allowance on any other flight or by any other means of transportation.
  3. Any payment or refund of excess Baggage charge to be made in the event of Rerouting shall be subject to sub-paragraph 5 of paragraph (A) of Article 12. Any refund of excess Baggage charge to be made in the case of cancellation of Carriage shall be subject to sub-paragraph 1 of paragraph (B) of Article 12. Any payment or refund in the event of cancellation of Carriage or Rerouting for reasons other than those caused or requested by Passenger shall be subject to sub-paragraphs 3 and 4 of paragraph (B) of Article 13 and sub-paragraphs 3 and 4 of paragraph (C) of Article 13.
  4. If a Passenger cancels carriage of the same Baggage by the prescribed time, the full amount of the excess Baggage charges applicable for the canceled carriage segment shall be refunded.
- (H) (Declaration of Baggage the Value of which Exceeds the Limit of Liability and Excess Value Charges)
1. A Passenger may declare the value of Baggage in excess of the Company's liability for Baggage which is specified in sub-paragraph 5 of paragraph (C) of Article 18. In the event that the said declaration is made, the Company will charge excess value charges for Carriage of the Baggage to be performed by the Company, in which case the Company will charge the Passenger excess value charges at a rate of 10 yen for every 10,000 yen in excess.
  2. Unless otherwise provided in the Company's Regulations, a Passenger may pay excess value charges at the place of departure for an itinerary to the Destination; provided, however, that if the Carriage for a certain segment is performed by any other Carrier which apply different excess value charges from the Company's, the Company may refuse to accept an excess value declaration set forth in the preceding sub-paragraph, with respect to the segment.
  3. To cancel the entire travel segment, the Company shall refund the excess value charges collected by the Carrier in connection with such canceled journey. However, if any part of the Carriage has already been completed, the Company will not refund the excess value charge.
- (I) (Collection and Delivery of Baggage)
1. A Passenger shall, at his/her own responsibility, check the number on his/her Baggage Identification Tag (Baggage Attachment Stub and Baggage Claim Tag) at the place arrival or any stopover point, and collect his/her checked Baggage. The Company may require the Passenger to present his/her Baggage Claim Tag(s) at the time of Baggage collection.

2. The Company will deliver the Baggage only to the bearer of the Baggage Claim Tag(s) issued to a Passenger when his/her Baggage is checked. The Company shall not be obligated to ascertain that the bearer of a Baggage Claim Tag(s) is duly entitled to accept delivery of the Baggage. The Company shall not be liable for any damage arising out of its failure to so ascertain.
  3. If a person claiming Baggage is unable to receive Baggage pursuant to the preceding sub-paragraph 2, the Company will deliver the Baggage to the said person only if he/she establishes to the Company's satisfaction that he/she is duly entitled to receive the Baggage, and if the person shall, upon the Company's request, provide the Company with sufficient guarantee to indemnify the Company from any damage incurred by the Company as a result of the delivery.
  4. The Company may, unless precluded by Applicable Laws and if circumstances permit, deliver Checked Baggage to the bearer of a Baggage Claim Tag(s) at the place of departure or an unscheduled stopping place if he/she requests the delivery.
  5. Acceptance of delivery of Baggage by the bearer of a Baggage Claim Tag(s) without his/her written complaint at the time of the delivery shall constitute prima facie evidence that the Baggage has been delivered in good condition and in accordance with the contract of Carriage.
  6. Checked Baggage that remains unclaimed for a considerable period after reaching its Destination, may be disposed of by the Company as appropriate. In this case, the Passenger shall be liable for any damage or expenses incurred in connection with such disposal.
- (J) (Live Animals)
1. Subject to the Company's Regulations and with the Company's prior consent, the Company will accept Carriage of domesticated animals such as dogs, cats, household small birds and other pets if a Passenger puts those animals into proper containers.
  2. In the event that the Company accepts Carriage of an animal as Baggage of a Passenger, the animal shall, together with its container and food to be carried, not be included in the free Baggage allowance of the Passenger but shall constitute excess Baggage for which the Passenger shall pay a charge provided in the Company's Regulations.
  3. Notwithstanding the preceding sub-paragraph 2, the Company will not include into normal free Baggage allowance, but will accept free Carriage of a service dog accompanying a Passenger with a disability to assist such a Passenger, together with a container and food, pursuant to the Company's Regulations.
  4. The Company will accept Carriage of an animal subject to the condition that a Passenger shall observe the Company's Regulations and shall be fully responsible for such an animal. The Company shall not be liable for injury, sickness, or death of such an animal if and to the extent that such an event has resulted from the inherent nature of the animal. If the animal causes any damage to the Company or other Passengers, the Passenger shall be liable to compensate for the damage.

#### **Article 15. (GROUND TRANSPORTATION SERVICE)**

Unless otherwise provided in the Company's Regulations, the Company will not arrange for, operate, or provide a ground transportation service within airport areas, between airports, or between an airport and downtown areas. Except for the ground transportation service directly operated by the Company, any such service will be provided by an independent transport operator who is not and shall not be deemed an agent or employee of the Company. Even in case an Agent of the Company assists a Passenger in making arrangements for such ground transportation service, the Company shall not be liable for the acts or omissions of the said transport operator. In the event that the Company operates such ground transportation service for a Passenger, the Company's Regulations including, but not limited to, those stated or referred to in the Passenger's Tickets, the agreement concerning value of Baggage, or other documents, shall be applicable to the said ground transportation service. No portion of fares shall be refundable by the Company even in case the Passenger does not use such a ground transportation service.

#### **Article 16. (ARRANGEMENTS MADE BY THE COMPANY)**

In making arrangements for a hotel or other services incidental to Carriage for a Passenger, whether or not the Company bears the costs required for use of such hotel or other services and/or arrangements therefor, the Company shall not be liable for any loss, damage or costs or expenses incurred by the Passenger as a result of use of the said hotel or other services and/or arrangement therefor.

#### **Article 17. (SUCCESSIVE CARRIERS)**

1. Carriage to be performed by two or more successive Carriers under one Ticket or under one Ticket and any Conjunction Ticket issued in connection therewith shall be regarded as a single operation.
2. Even if the Company is a Carrier issuing a Ticket or is designated as a Carrier for the first segment in a Ticket or in any Conjunction Ticket involving Carriage by successive Carriers, the Company shall not be responsible for any segment operated by other Carriers, unless otherwise provided in these Conditions of Carriage.
3. Each Carrier's liability to compensate for damage arising in connection with a Passenger's itinerary shall be governed by each individual Carrier's Conditions of Carriage.

#### **Article 18. (LIABILITY OF CARRIER)**

##### **(A) (Applicable Laws)**

1. Any Carriage and other services to be performed or provided by the Company shall be subject to:
  - (a) Applicable Laws; and
  - (b) these Conditions of Carriage and the Company's Regulations.
2. The official name of a Carrier and its abbreviation shall be as set forth in the Carrier's regulations, and the Carrier's name may be shown in an abbreviated form on a Ticket.

##### **(B) (Death and Bodily Injury of Passengers)**

1. The Company shall be liable for any loss or damage arising in connection with the death or wounding of, or any other bodily injury suffered by, a Passenger, if the incident or accident which causes such loss or damage takes place on board an aircraft or in the course of embarking or disembarking an aircraft.
2. The Company shall not be liable for compensation if it is proved that the Company and/or its Agent have taken necessary measures to prevent the said loss or damage or that the Company and/or its Agent could not take such measures.

##### **(C) (Damage to Baggage)**

1. The Company shall be liable for any damage arising out of or in connection with the destruction or loss of, or damage to, any Baggage, if the accident that causes the said destruction, loss, or damage has occurred on board an aircraft or while the Baggage is in the custody of the Company.
2. The Company shall not be liable for compensation if it is proved that the Company and/or its Agent have taken necessary measures to prevent the said loss of or damage to the Checked Baggage or that the Company and/or its Agent could not take such measures.
3. The Company shall be liable for any damage arising out of or in connection with the destruction or loss of, or damage to Carry-on Baggage or any other article carried or worn by a Passenger only if it is proved that such destruction, loss or damage was caused by the negligence of the Company and/or its Agent(s).
4. The Company shall not be liable for any damage to Carry-on Baggage not attributable to fault or negligence of the Company. Assistance rendered to a Passenger by an Agent of the Company or a crew member in loading, unloading, or transshipping Carry-on Baggage shall be considered as only a gratuitous service to the Passenger.
5. The Company's liability for Baggage shall be limited to 150,000 yen for each Passenger.
6. The limitation specified in sub-paragraph 5 above does not apply if the Passenger has declared a higher value in advance and paid excess value charges pursuant to paragraph (H) of Article 14. In that event, the Company's liability shall be limited to the said higher declared value.
7. In no case shall the Company's liability exceed the actual amount of damage suffered by the Passenger or the actual value of the Baggage. All claims shall be subject to proof by the Passenger of the amount of damage.
8. The Company shall not be liable for any damage arising out of the destruction or loss of, or damage to any Baggage or any other article of a Passenger that the Company takes custody of, if and to the extent that the damage is caused solely by any inherent defect, quality or vice of the Baggage or the article, irrespective of the Company's knowledge thereof.
9. The Company shall not be liable for any damage to a Passenger's Baggage which is caused by the contents thereof. A Passenger whose property causes damage to another Passenger's Baggage or the property of the Company shall indemnify the Company for all losses and expenses incurred by the Company as a result thereof.
10. The Company may refuse to accept any article which does not constitute Baggage under these Conditions of Carriage; provided, however, that when the article is received by the Company, it shall be subject to the Baggage value and limitation of liability set forth herein and shall be subject to the rates and charges published by the Company.



(D) (Limitation of Liability)

1. The limitation of liability provided in this Article hereof shall not be applicable if it is proved that the damage has been caused by the willful misconduct or gross negligence of the Company and/or its Agent(s); provided, however, that if the damage is caused by willful misconduct or gross negligence of the Agent, it shall also be proved that the damage occurred while the Agent was performing his/her duties.
2. When the Company issues a Ticket or accepts Baggage for the segment of Carriage performed by any other Carrier, the Company shall do so only as an agent acting on behalf of the same Carrier. The Company shall not be liable for any damage which may have occurred outside the segment of Carriage performed by the Company. The Company shall also not be liable for any damage which may have occurred to Checked Baggage outside the segment of Carriage performed by the Company.
3. If the Company proves that any damage has been caused by or contributed to by the negligence, wrongful act, or omission of a Passenger, the Company shall be exempted from liability to the claimant, in whole or in part, to the extent that the said negligence or other wrongful act or omission has caused or contributed to the damage.
4. The Company shall not be liable for any damage directly or indirectly arising out of its compliance with any Applicable Laws, failure of a Passenger to comply with the same, or any cause beyond the Company's control.
5. The Company shall not be liable in any event for any indirect or special damage arising from Carriage complying with these Conditions of Carriage and the Company's Regulations, whether or not the Company has foreseen the occurrence of the damage.
6. If the Company is incurred any damage caused by a Passenger's willful misconduct or negligence, or by his/her failure to observe these Conditions of Carriage or any rules or regulations stipulated thereunder, the Passenger shall indemnify the Company for such damage.
7. If a Passenger holding a Ticket issued by the Company changes to another Carrier with the consent of the Company and boards a flight of such other Carrier with the same Ticket, the carriage shall be subject to the Conditions of Carriage of such other carrier and the Company shall bear no responsibility for such carriage.
8. Unless otherwise provided in these Conditions of Carriage, the Company reserves any and all right of defense available under Applicable Laws. The Company also reserves any and all right to make a subrogation claim against a third party that has contributed to damage, with respect to a portion or all of any payment made by the Company in connection with the damage.
9. Any provision on the exclusion or limitation of liability of the Company under these Conditions of Carriage and the Company's Regulations shall also apply to any of the Company's Agents performing their respective duties and to any person or entity whose aircraft is used by the Company for Carriage and any of its Agents performing their respective duties.

**Article 19. (TIME LIMITATIONS ON CLAIMS)**

No claim for damage may be made in the case of damage to Baggage, unless the person entitled to receive the Baggage delivers a complaint to an office of the Company immediately after the discovery thereof and no later than 7 Days counted from the day after the date of receipt; and, in the case of delay or loss, unless the complaint is made no later than 21 Days counted from the day after the date on which the Baggage has been (in the case of delay) or should have been (in the case of loss) received. Every complaint must be made in writing and dispatched within the period of time aforesaid.

**Article 20. (GOVERNING LAW AND JURISDICTION)**

1. Any provision contained in these Conditions shall be construed in accordance with the laws of Japan, and any matter not provided for in these Conditions of Carriage shall be subject to the laws of Japan.
2. Any dispute arising out of, or in connection with, these Conditions shall be subject to the exclusive jurisdiction of Japanese courts and legal proceedings therefor shall be governed by the laws of Japan, no matter who is entitled to claim for damages or what the legal basis for such claim is.

**Article 21. (CLASS ACTION WAIVER)**

To the extent not in conflict with Applicable Laws, any lawsuit brought by a Passenger against the Company may be brought only in the Passenger's individual capacity, and may not be brought or asserted as part of a class action proceeding.

**Article 22. (OVERRIDING LAW)**

Any provision contained or referred to in a Ticket or in these Conditions of Carriage and the Company's Regulations shall, even if it is in violation of Applicable Laws and is invalid, remain valid to the extent not in conflict with Applicable Laws. The invalidity of any provision shall not affect any other provision.

**Article 23. (AMENDMENT AND WAIVER)**

No Agent of the Company shall have the authority to alter, amend, or waive any provision of the contract of Carriage or of these Conditions of Carriage and the Company's Regulations.

**SUPPLEMENTARY PROVISIONS**

**Article 1. (DATE OF EFFECTIVENESS)**

These Conditions of Carriage shall apply to the Carriage of Passengers and Baggage departing on and after May 19, 2026, which will go on sale on June 28, 2025.