

Domestic Conditions of Carriage

These Japan domestic conditions of carriage go into effect on September 27, 2021.

Chapter 1 General Rules

Article 1 Definitions

In these Conditions of Carriage

Japan domestic air transport refers to the transport the Company conducts by aircraft according to a transport contract for which all locations of landing, including departure location and arrival location, are in Japan, regardless of whether such transport is paid or free of charge.

The **Company** refers to Star Flyer Inc.

The **Company office** refers to offices of the company (including city center sales outlets and airport offices), retail outlets of a company-designated travel agency and company webpages on the internet.

A **ticket** refers to an electronic voucher (hereafter, “e-ticket”) in a format saved to the Company electronic database or a paper voucher issued by the Company office for the purpose of passenger transport on the Company’s Japan domestic routes based on these conditions of carriage.

An **authentication code** is a confirmation number that can prove a customer has an e-ticket, the credit card used for payment and other items that the Company specifies elsewhere.

An **flight voucher** is a voucher issued at a Company office for the purpose of exchange for issue of a flight ticket to the person named on the voucher.

A **layover** is a suspension of a passenger’s planned travel at a point between the departure location and the destination that the Company approves in advance.

Baggage is all items a passenger has, including checked baggage and carry on baggage, in the absence of special provision elsewhere.

Checked baggage is baggage of which the Company received delivery and for which a baggage claim tag (voucher) was issued.

Carry on baggage is items the Company has approved for passengers to carry on board a flight that are not checked baggage.

A **baggage claim tag** is a voucher the Company issues only for the purpose of identifying checked baggage, part of which is for use in attaching to individual items of the checked baggage, and the other part is a paper slip to be handed to the passenger as a claim tag.

An **excess baggage ticket** is a voucher issued in order to transport baggage that the Company specified as in excess of free baggage allowance.

Article 2 Applicability of Conditions of Carriage

1. These conditions of carriage apply to transport the Company undertakes within Japan of passengers and baggage as well as operations required by such.

2. Conditions of carriage in effect on the date that a passenger boards an aircraft and the regulations stipulated based on these conditions shall apply to transport of said passenger.

3. If a special contract is concluded for some articles of these conditions of carriage, the items of said special contract apply notwithstanding the stipulations of the articles concerned.

Article 3 Changes to conditions

Except as will be prohibited by Applicable Laws, SFJ may change, modify or amend any provision of these Conditions of Carriage or of SFJ’s Regulations. In that case, SFJ will provide a sufficient notice in advance on the website; provided that no contract of Carriage shall be subject to such change, modification or amendment made after the Carriage to be performed pursuant to such contract commences.

Article 4 Public notice

These conditions of carriage are posted together with passenger fares, excess luggage fees and other fees as well as flight timetables and other necessary information at Company offices.

Article 5 Passenger consent

A passenger acknowledges these conditions of carriage and the provisions stipulated based thereon, and consents to these conditions of carriage.

Article 6 Governing law and jurisdiction

1. The provisions of these conditions of carriage are interpreted according to the law of Japan and Japanese law shall apply to items not stipulated in these conditions of carriage.

2. Disputes concerning transport based on these conditions of carriage shall be subject to Japanese courts and such proceedings shall take place according to Japanese law notwithstanding the number of claimants of compensation for damages and regardless of whether there are legal grounds to claim compensation for damages.

Article 7 Instructions from airport staff

Passengers must follow all airport staff instructions for boarding, disembarking and other actions at the airport and inside the aircraft as well as for loading and unloading baggage and the location at which to do so.

Chapter 2 Passenger transport

Section 1 Flight tickets

Article 8 Issue and validity of flight tickets

1. The Company can receive applicable fares and fees stipulated elsewhere to create e-tickets or issue paper tickets (hereafter, “issue tickets”) or to issue a flight coupon at a Company office. When doing so, the customers must provide their name, age, gender and a telephone number or other contact information the Company can use to contact the customers.

2. The ticket or flight voucher may only be used by the passenger themselves and cannot be transferred to a third party.

3. The ticket will be invalid if not used according to the items recorded in the electronic database (for a paper ticket, the items listed on the face of the ticket, hereafter, “reservation items”).

4. The company requires a passenger to show or declare an authentication code, or paper ticket, or a flight coupon (hereafter, “show an authentication code or ticket”).

5. To undergo transport, a passenger themselves must show an authentication code or ticket valid for the flight they are trying to board and issued rightfully according to Company rules, or must show a voucher the Company designates. If the passenger does not do so, the Company may refuse said passenger from boarding.

Article 9 Period of validity

1. A ticket that includes the flight scheduled to board in the reservation items is valid only for said flight scheduled to board.

2. The period of validity for a ticket that does not include the flight scheduled to board in the reservation items is 1 year calculated from the day of issue or the following day. However, this is not the case when the Company has stipulated through other means for a ticket to which a special fare applies.

3. The 2 paragraphs above also apply to flight vouchers, but those that include the flight scheduled to board in the reservation items must be exchanged for a ticket by the scheduled date of said flight, and those that do not include the flight scheduled to board in the reservation items must be exchanged for a ticket within 90 days calculated from the day after the date the flight voucher was issued.

4. The ticket becomes invalid if a passenger does not board by the date that the period of validity expires.

Article 10 Extending the period of validity

1. If a passenger is unable to travel due to illness or other reason, or the Company cannot provide a seat that was reserved, or a seat cannot be reserved, the period of validity of the ticket or flight voucher can be extended. However, such is limited to within 30 days calculated from the day after the initial period of validity of the ticket or flight voucher.

2. If a period of validity is extended according to the previous paragraph, the period of a ticket or flight voucher that a companion of said passenger holds can also be extended in the same way.

Article 11 Seat reservations

1. A seat reservation is required to board an aircraft.

2. When making a seat reservation after a ticket is issued or a flight voucher is issued, a customer must show an authentication code or ticket and the required data be registered in the Company’s database (for paper tickets, this refers to listing the required data on the front of the ticket).

3. When cancelling or requesting changes to a seat reservation, it is necessary to show an authentication code or ticket. However, a passenger who has made a reservation cannot change the reservation to another person’s name.

4. Notwithstanding the provisions of the previous 2 paragraphs, offices stipulated elsewhere may accept requests to make or cancel or change seat reservations without a passenger showing an authentication code or ticket.

5. The seat reservation of the previous paragraph is not confirmed until the passenger shows an authentication code or ticket by the ticket purchase deadline specified by the Company. If a passenger does not show an authentication code or ticket by the ticket purchase deadline the Company specifies, the Company may, without notice, cancel said seat reservation and any other seat reservation made in association with it.

6. Applications for seat reservations are accepted at Company offices at least 2 months prior to the date a passenger wishes to board on a date the Company specifies. However, this is not the case when the Company has stipulated through other means for a passenger to whom a special passenger fare applies.

7. When Article 20 Paragraph 2 applies, the Company may cancel a seat reservation made in association with said reservation.

8. The Company may cancel all or part of a passenger’s reservation when one passenger has made 2 or more reservations under any of the following circumstances, at the Company’s discretion.

(1) If the scheduled departure time for the flights is identical, or very close to the same time, for the same flight routes

(2) The Company otherwise determines that it is a logical impossibility for the passenger to board on all of the reservations

Article 12 Seat reservations

A passenger may designate a certain seat on an aircraft in advance of travel. However, the Company may change this reservation without advance notice due to a change in aircraft or other unavoidable circumstance of operation.

Article 13 Designated time

1. For passengers to board an aircraft, they must arrive at a location and by the time that the Company designates in order to complete necessary procedures to board.

2. The Company may refuse such boarding to passengers who arrive later than the time the Company specifies in the previous paragraph.

3. The Company cannot delay departure of an aircraft for the passenger who arrived later than the time the Company specifies based on Paragraph 1.

Article 14 Refusal and limitations of carriage

1. The Company can refuse boarding to a passenger or force them to disembark at a port of call airport when it acknowledges any of the following items apply. In these cases, the passenger’s baggage is also treated the same. In this case, the refund based on provisions in Article 20 Paragraph 1 is processed and absolutely no cancellation charges are charged.

Moreover, in the case of items (3) (E) (F) or (H) of this paragraph, the Company can take countermeasures it deems necessary in order to prevent continuation of these actions in addition to the measures above. Such countermeasures include restraining the passenger perpetrating these actions.

(1) It is necessary for the safety of the flight

(2) It is required by law or to follow the requests of public offices

(3) When any one of the following apply to the passenger’s actions, age or emotional or physical state:

(A) Requires special handling by the Company

(B) The passenger is seriously injured or a child under 8 years old without an attendant

(C) When a passenger carries the following items:

Weapons (excluding items carried for work), fireworks, combustibles, and other items that may cause corrosion; items that easily ignite or items that cause trouble for or put at risk the aircraft, passengers or equipment it carries; as well as items or animals not suited to transport by aircraft

(D) May be disruptive to other passengers or cause a disturbance

(E) May cause harm to the health and safety of himself/herself or others.

(F) May cause harm to an aircraft or any property.

(G) When Article 27 Paragraph 4 or Paragraph 5 applies

(H) Obstructs the duties of Company staff or does not follow their instructions

(I) Uses a cell phone, portable radio, electronic games or other electronic devices in flight without Company permission

(J) Use of all types of cigarettes, including electronic cigarettes, heated cigarettes and other flame free smoking products in aircraft cabin.

2. The Company can refuse to seat a passenger in an exit row seat and have them move to another seat to secure a person who can assist in the event of an emergency evacuation if any of the following items apply to said passenger:

(1) Is under 15 years old

(2) Is a person who, for physical or health or other reasons, is hindered from providing assistance in the event of an emergency evacuation, or whose own health may be impacted by providing assistance

(3) Is a person who cannot understand the evacuation procedures the company explains or the instructions of airport staff

(4) Does not agree to assist in an emergency evacuation

Article 15 Loss of paper tickets

1. A passenger who loses a paper ticket cannot board the flight route on the lost ticket concerned unless they purchase a new flight ticket.

2. In the case of the previous Paragraph, if notice of such loss is made to a Company office (This excludes the online Company website. Same hereafter.) by the expiration date for the refund period stipulated in Article 21, and said lost ticket is not produced by the expiration date for the refund period (This refers to the 3 months calculated from the day following the expiration date for the refund period. Same hereafter.), or investigation after expiration of the refund period of said lost ticket reveals that the ticket remained unused for the period of validity stipulated in Article 9, or the Company verifies that no refund was made by the expiration date of the refund period, a refund will be made as follows. Moreover, a refund that is made is charged the refund charge stipulated in Article 20 Paragraph 1.

(1) If a replacement ticket is not purchased, the fare and fees received for the lost ticket will be refunded. However, when the cancellation charge stipulated in Article 20 Paragraph 2 applies, this cancellation charge will be charged in addition to the set refund handling fee.

(2) If a replacement ticket is purchased, both the fare and fees received for the replacement ticket will be refunded. However, this is not the case if the Company stipulated otherwise.

(3) If said trip is cancelled in case of Item 1 or Item 2 above, the Company will make a refund following the provisions of Article 20.

3. Paragraph 2 above also applies to lost flight vouchers.

4. When a refund is to be made as a result of investigation following the expiration of the refund period in case of Paragraph 2 above, JPY 2,060 per ticket or flight voucher and JPY 1,030 per investigation charge per fare ticket will be charged in addition to the set refund charge and cancellation charge.

Section 2 Fares and fees

Article 16 Passenger fares and fees

1. Conditions for applicability of passenger fares and fees are based on a fare and fee chart established elsewhere by the Company for each type of fare and fee.

2. Passenger fares are the fares for transport from a departure airport to a destination airport.

3. Passenger fares and fees include tax (which includes local consumption tax).

Article 17 Applicable fares and fees

1. Applicable fares and fees are, excluding cases in which Company rules stipulate otherwise, valid passenger fares and fees on the date a ticket is issued for the date that a passenger will board an aircraft.

2. If charged fares or fees differ from applied fares or fees, the difference in each case will be refunded or collected as appropriate. However, this is not the case if the Company stipulated otherwise for a passenger who pays special passenger fares or fees.

Article 18 Free transport of infants

The Company accepts transport of 1 passenger under 3 years old who does not use a seat (hereafter, “infant”) at no cost when the passenger accompanies 1 passenger aged 12 or over.

Article 19 Changes for passenger convenience

Changes to the date and time, flight, route or destination items listed in the reservation items of ticket or on the flight voucher (hereafter, “the reservation items on said ticket or ticket voucher”) for reasons of passenger convenience shall be made according to applicable conditions the Company stipulates elsewhere for each type of passenger fare and fee. Passenger fares and fees that can be changed for reasons of customer convenience will be considered based on the following if a request for such change is made to a Company office during business hours prior to the scheduled time of departure for the planned flight. However, this is not the case when there are no seats available. Moreover, when requesting a change, a passenger must show said authorization code or ticket at a Company office.

- (1)When the applicable fares and fees for all routes is larger than the charged fares and fees as a result of the change, the Company can declare and charge the difference, and if it is smaller the received fares and fees, the Company will refund the difference.
- (2)Applicable fares and fees resulting from these changes are passenger fares and fees on the date of issue of the ticket initially purchased that were valid for a date the passenger would have boarded an aircraft after the change, excluding cases in which Company rules stipulate otherwise.
- (3)The period of validity of a changed ticket is the period of validity applied on the date of issue of the ticket initially purchased.
- (4)Cancellation of a reserved flight that takes place due to a change is not charged the cancellation charge stipulated in Article 20 Paragraph 2.
- (5)If a fee needs to be applied as a result of these changes, or a fee no longer applies, fees will be either charged or refunded as each case requires.

Article 20 Refunds, refund charges and cancellation charges for reasons of customer convenience

- 1.For refunds made for a ticket or ticket voucher due to customer convenience, a refund of all flight routes will be the total amount of charged fares and fees, and a refund of part of the flight routes will be the difference of the flight route fares and fees subtracted from the charged fares and fees.
- Moreover, in this case, a refund charge of JPY 440 will be charged per 1 travel route of a ticket or ticket voucher.
- 2.To refund a ticket or ticket voucher for which a seat reservation of the previous item is stipulated, a cancellation charge is charged according to the fares and fees chart the Company established elsewhere for each type of passenger fare and fee.
- 3.In case of the previous 2 paragraphs, the charged fares and fees are the limit charged when the charged fares and fees are smaller than the total of the refund charge and cancellation charges.

Article 21 Refund period

The refund of passenger fares or fees is only made within 30 days counted from the day after the period of validity expires for the exchange of said ticket or ticket voucher.

Article 22 Cancellation or changes as a result of Company convenience

- 1.If the Company cannot carry out all or part of a transport contract for reasons other than those stipulated in Article 40 Paragraph 5 of the reasons other than passenger convenience (hereafter, “Company reasons”), the Company will take either of measures (1), (2) or (3) below that the passenger selects.
 - (1)The passenger and baggage will be transported to the first destination of the reservation items on said ticket or ticket voucher via any one of the following options that the Company selects.
 - (A)Company aircraft that has seats available
 - (B)Another company’s aircraft that has seats available
 - (C)Another means of transportation
- In such a case, passenger fares and fees due to changes in the flight or routes will not be added if larger than the amount of refund for the applicable fares and fees for said routes, and will be refunded if it is smaller.
- However, no refund will be made if the Company has otherwise stipulated for special tickets or ticket vouchers.
 - (2)Make a refund. In this case, the total amount of charged fares and fees is refunded if prior to the start of a trip; if after the start of a trip, the Company will refund applicable fares and fees stipulated elsewhere up to the destination (including layover locations) listed in the reservation items on the ticket or ticket voucher from the time of the cancellation.
 - (3)Change or extend the period of validity of the flight date or flights for said routes not boarded.
 - 2.If the number of passengers requesting check in to a reserved flight (limited to only those who showed an authorization code or ticket to request check in at the Company’s airport office by the time the Company designated) was more than the seats available on the reserved flight for reasons of Company convenience and some passengers could not be provided a seat, the Company shall ask for passengers who hold valid seat reservations to respond to a request to willingly cooperate by forgoing boarding the reserved flight. In such a case, the Company will pay a set amount it stipulates as compensation to passengers who did not board in response to this request in addition to the payments described in Paragraph 1 of this Article.

Article 23 Cancellation and changes for reasons other than Company or passenger convenience

- If the Company cannot carry out all or part of a transport contract for reasons stipulated in Article 40 Paragraph 5, the Company will take either of measures (1), (2) or (3) below that the passenger selects.
 - (1)The passenger and baggage will be transported to the first destination of the reservation items on said ticket or ticket voucher via any Company aircraft with available seats if prior to the start of travel. If there is a change to the destination listed in the reservation items on the ticket or flight voucher after the start of travel, the passenger and baggage will be transported to the first destination of the reservation items on said ticket or ticket voucher via any of the following that the Company selects.
 - (A)Company aircraft that has seats available
 - (B)Another company’s aircraft that has seats available
 - (C)Another means of transportation
- In such a case, passenger fares and fees due to changes in the flight or routes will not be added if larger than the amount of refund for the applicable fares and fees for said routes, and will be refunded if it is smaller.
 - (2)Make a refund. In this case, the total amount of charged fares and fees is refunded if prior to the start of a trip; if after the start of a trip, the Company will refund fares and fees stipulated elsewhere up to the destination (including layover locations) listed in the reservation items on the ticket or ticket voucher from the time of the cancellation.
 - (3)Change or extend the period of validity of the flight date or flights for said routes not boarded.

Article 24 Illegal boarding

- In the following cases of illegal boarding, the passenger in question will be charged the fares and fees applicable to the illegally boarded routes as well as the equivalent of twice the amount of the highest passenger fares and fees set for the route in question at the time of boarding. Moreover, when the boarded route cannot be determined, it will be deemed to be the departure airport of the boarded aircraft.
 - (1)When a passenger does not show an authentication code or ticket, or boards a flight beyond the route listed on the ticket or ticket voucher without the approval of Company staff, regardless of the requests of Company staff
 - (2)When a passenger intentionally uses an invalid ticket to board
 - (3)When a passenger boards via special handling of an applicable fare obtained by illegal declaration

Section 3 Baggage

Article 25 Checking and carrying on baggage

- 1.When a passenger shows a valid authorization code or ticket at the Company’s airport office by the time the Company designated, baggage that is submitted will be accepted as checked baggage or acknowledged as carry on baggage under the provisions of these conditions of carriage.
 - 2.In addition to the previous paragraph, when requested by a passenger who will transfer to a connecting flight transported by another carrier to a final destination airport on the Company’s route (limited to cases in which the Company holds a contract with the other carrier concerning baggage transport) and who shows a valid authentication code of ticket issued for transport on Company routes at the Company’s airport office by the time the Company designates, as well as a valid authentication code or ticket issued for transport on a connecting flight operated by said other carrier and submits baggage, the Company will also accept the luggage for transport on the connecting flight operated by said other carrier.
- In this case, the passenger consents to the Company accepting the baggage under the provisions of the conditions of carriage of the other carrier as a representative of said carrier, and that the Company does not deliver the checked baggage to the passenger at the final destination airport on the Company’s route.

- 3.The Company issues a baggage claim ticket for the checked baggage.

Article 26 Loading checked baggage

Checked baggage is transported on the aircraft that said passenger boards. However, if necessary due to carrying capacity or other unavoidable reasons, said baggage may be transported on an aircraft that can accept the load or by another means of transportation.

Article 27 Security check

- 1.Passengers must undergo a security check. However, this is not the case if the Company specifically deems it unnecessary.
- 2.The Company will request passenger or third-party assistance to open cover of baggage or inspect it another way for reasons of air safety (including to prevent actions of illegal capture, control or destruction of the aircraft) or other reasons. The Company may inspect whether a passenger holds or has in his/her baggage items that are prohibited or restricted in baggage under Article 31 even without the assistance of the passenger or third party.
- 3.The Company will touch a passenger’s clothing or items on his/her person or use a metal detector to inspect the items a passenger has on his/her person for reasons of air safety (including to prevent actions of illegal capture, control or destruction of the aircraft) or other reasons.
- 4.The Company may refuse loading of said baggage if the passenger does not cooperate with the inspection in Paragraph 2.
- 5.The Company may refuse boarding of said passenger if the passenger does not cooperate with the inspection in Paragraph 3.
- 6.The Company can refuse carry on or loading or dispose of such items restricted or prohibited as baggage under Article 31 that are found as a result of the inspection described in Paragraph (2) or Paragraph (3).

Article 28 Receipt and delivery of checked baggage

- 1.At an arrival destination, passengers must compare the numbers on a baggage claim ticket (baggage claim tag and piece attached to baggage) and receive baggage as soon as it is in a condition in which it can be received.
- 2.The Company will only deliver baggage to the person holding the baggage claim ticket (baggage claim tag and piece attached to baggage) issued when baggage was accepted. At this time, the passenger submits the baggage claim tag.
- 3.In delivering the baggage according to provisions of the 2 paragraphs above, the Company is under no obligation to verify whether the person holding the baggage claim ticket is the rightful recipient of said baggage. The Company is not responsible for damages occurring as a result of not verifying whether said person is the rightful claimant.
- 4.Baggage is only delivered to the destination listed on the baggage claim ticket. However, when specifically requested by the person who checked the baggage and conditions allow, the baggage will be delivered to the departure airport or a port of call airport.

Article 29 Loss of a baggage claim tag

If a baggage claim tag is lost, the Company will follow procedures stipulated elsewhere only when the Company recognizes the person requesting delivery of said checked baggage is the rightful claimant, and has obtained guarantee from said person requesting delivery to compensate for all losses for which the Company is at risk of incurring as a result of delivering said baggage to the person requesting delivery.

Article 30 Disposal of undeliverable baggage

If baggage is not received for more than 7 days from the day following arrival, the Company may dispose of said baggage as appropriate. In such a case, the passenger is responsible for all losses and expenses.

Article 31 Prohibited or restricted baggage items

- 1.The following list of items are not accepted as checked baggage or carry on baggage. However, this is not the case if the Company has approved an item.
 - (1)Items that put at risk or may cause a disturbance to the aircraft, personnel or cargo
 - (2)Guns, swords, explosives and other flammable or easily ignited items
 - (3)Corrosive chemicals and other liquids not stored in a suitable container
 - (4)Animals
 - (5)Human remains
 - (6)Items for which the loading or transport by aircraft is prohibited by law or to follow the requests of public offices
 - (7)Items for which the quantity, weight or dimensions exceed limits the Company has stipulated elsewhere
 - (8)Items not packaged or wrapped completely
 - (9)Items that easily change quality, or are consumed or broken
 - (10)Items that another company determines inappropriate for transport as baggage
- 2.The following list of items are not accepted as carry on baggage.
 - (1)Knives
 - (2)Items similar to guns, swords and explosives (pistol lighters, grenade lighters, etc.)
 - (3)Other items the Company determines could be used as weapons (bats, golf clubs, ice skates, etc.)

Article 32 Expensive items

Platinum, gold or other precious metals, money, bank notes, securities, stamps, jewelry, artworks, curio and other expensive articles are not approved as checked baggage.

Article 33 Checked baggage

- 1.The Company will accept baggage to check within the following scope from each passenger.
 - (1)Within a weight of 100 kilograms.
 - (2)Within a weight of 32 kilograms per piece.
 - (3)Within 203 cm as the sum of three sides per 1 piece and that can be stored in the cargo compartment where such baggage is loaded.
- 2.When there was advance notification for an item whose weight exceeds that of (2) and dimensions exceed that of (3) in the previous paragraph but the Company gives its approval, said baggage may be checked within the scope that it all falls within the weight described in (1) of the previous paragraph. However, if it is in excess of the free baggage allowance stipulated in Article 35, the Company will charge the excess baggage charge stipulated elsewhere.

Article 34 Carry on baggage

- 1.The Company will accept carry on baggage within the following scope from each passenger.
 - (1)Quantity of 1 piece
 - (2)Within a weight of 10 kilograms
 - (3)Within 115 cm total sum of 3 sides and able to be stored in the overhead compartment of the cabin or under the seat in front of the passenger
 - (4)However, this is not limited to Item 3 above if the Company stipulated otherwise.
- 2.In addition to the previous paragraph, items that meet the following conditions are accepted as personal items for carry on.
 - (1)The item is a personal item a passenger carries and stores that is stipulated in Company rules and can be completely contained within the dimensions of (3) in the previous paragraph. Multiple items may be carried, but the carry on baggage of the previous paragraph and these personal items cannot exceed 10 kilograms of total weight.
 - (2)The following items are approved for carry on even if they exceed the scope of the weight of (2) and the dimensions of (3) in the previous paragraph.
 - (A)1 coat
 - (B)1 umbrella or cane
 - (C)Crutches, artificial arms or artificial legs that a physically disabled passenger uses for his/her own assistance
 - (D)Guide dog, service dog or hearing dog that accompanying a physically disabled passenger to provide assistance
- 3.The Company does not accept items other than those stipulated in Paragraphs 1 and 2 of this Article for transport as carry on baggage. However, items not appropriate for transport in the cargo compartment (such as easily damaged musical instruments) and pets are accepted for transport in the cabin only if advance notice has been given and Company approval received. When transporting such baggage, the Company will charge fees specified elsewhere.
- 4.Notwithstanding Paragraphs 1 and 2 of this Article, if the Company determines that an item cannot be safely stored in the cabin, that item cannot be carried on board.

Article 35 Free baggage allowance

- 1.The free baggage allowance for each passenger is as follows, except when otherwise specified in Company rules.
 - (1)The free checked baggage allowance for a passenger who paid standard fare is 20 kilograms.
 - (2)In addition to (1) above, items stipulated in Article 34 Paragraphs 1 and 2 are free.
- 2.Infants who do not need a seat are not eligible for the free baggage allowance stipulated in the previous paragraph, but the baggage for said infants is deemed to be the baggage of the passenger accompanying them.
- 3.The Company will charge the excess baggage charge the Company stipulated elsewhere for checked baggage of a weight that exceeds the free checked baggage allowance.
- 4.When 2 or more passengers travel on the same flight to the same destination and consign transport of baggage to the company at the same time, the Company can combine the free checked baggage allowance weight of each person at their request and allow the group of passengers to use that combined free allowance.
- 5.The following items are accepted free of charge and are not included in the free baggage allowance.
 - (1)Fold-up strollers, infant carriers and child seats that an infant or child passenger uses themselves
 - (2)Wheelchairs, etc. that a physically disabled passenger uses for his/her own assistance
 - (3)Guide dog, service dog or hearing dog that accompanying a physically disabled passenger to provide assistance

Article 36 Pets

- 1.The Company will undertake the transport of pets accompanying passengers as checked baggage and carry on baggage under certain conditions. Pets, as used here, refers to tame small dogs, cats and birds.
- 2.Pets described in the previous paragraph are not eligible for the free baggage allowance stated in Article 35, and passengers must pay fees that the Company stipulated elsewhere.

Article 37 Refund of fees applied to excess baggage charges and pets

- 1.If transport of said baggage is canceled at least 20 minutes prior to aircraft departure time, the full amount of charged excess baggage charges and fees applied for pets for the canceled transport route in question will be refunded.
- 2.If the time of the previous paragraph has elapsed or the transport is cancelled partway through its course for reasons of passenger convenience, excess baggage charges and fees for pets applicable for the first part of the route that was not travelled will not be refunded. However, this is not the case when all or part of the transport contract was not carried out for reasons of Company convenience.

Article 38 Ad valorem fees

If the total value of baggage and items the passenger has on his/her person exceeds JPY 150,000, the passenger can declare that value. If the passenger does so, the Company charges JPY 10 for each JPY 10,000 in excess of the JPY 150,000 of declared values as ad valorem fees.

Article 39 Refund of ad valorem fees

1.If all routes of a trip are cancelled for reasons of passenger convenience, the total amount of ad valorem fees charged for the cancelled routes in question will be refunded.
2.If part of the routes of a trip are cancelled for reasons of passenger convenience, ad valorem fees will not be refunded. However, this is not the case when all or that part of the transport contract was not carried out for reasons of Company convenience.

Section 4 Liability**Article 40 Company liability**

1.The Company is obligated to compensate for damages incurred in the event a passenger dies or is injured or otherwise physically disabled when the accident or incident or event that caused such damage occurred in the cabin or occurred during the work of embarking or disembarking.
2.The Company is obligated to compensate for damages occurring in the event that checked baggage or other passenger belongings the Company accepts for safekeeping are damaged or lost when the accident or incident that caused such damage or loss occurred during the period that the checked baggage or belongings were under the care of the Company.
3.The Company is not obligated to compensate for the damages of Paragraph 1 or 2 of this Article if it has been proven that the Company or an employee (In this chapter, an employee refers to a person employed, an agent, contractor or other auxiliary personnel for observance of a contract.) had taken measures necessary to prevent such damage or could not take such measures.
4.The Company is obligated to compensate for damages occurring in the event of damage or loss to carry on baggage and other belongings a passenger carries or wears on his/her person when it is proven that the Company or an employee was negligent.
5.The Company may, without notice, change flight time of aircraft, cancel flights, limit service, suspend operation change departure or arrival location, make emergency landing, limit passenger boarding, remove all or part of baggage and take other necessary measures as a result of legal and public office requests, air safety requests (including to prevent illegal acts of capture, control or damage to an aircraft), bad weather, force majeure, acts of dispute, riots, disturbances, war or other unavoidable reasons, but the Company is not responsible to compensate for damages resulting from said measures taken except in cases that the Company bears responsibility under the previous 4 paragraphs of this Article.

Article 41 Immunity from inherent baggage defects

The Company is not obligated to compensate for damages occurring in the event that checked baggage or other passenger belongings the Company accepts for safekeeping are damaged or lost when such is caused solely by inherent faults, quality or defects of that baggage or belonging.

Article 42 Contributory negligence

The Company is exempt from all or partial responsibility to its passenger when it is proven that a passenger's intent or negligence was the cause of or was involved in the cause of such damage within the scope that said intent or fault became the cause of the damage or is involved in the cause.

Article 43 Passenger indemnity liability

If the Company incurs damages for reasons of passenger's intent or negligence, or that a passenger does not comply with these conditions of carriage and the provisions stipulated based on these conditions, said passenger must compensate the Company for damages.

Article 44 Company limit of liability

1.Liability of the Company for transport of baggage is limited to the total amount of JPY 150,000 per passenger. However, if a passenger declares value at or above this amount for said baggage prior to the start of transport and has paid the ad valorem fee under provisions of Article 38, said declared amount shall be the total maximum liability of the Company, but even in this case, the responsibility of the Company shall not exceed the actual value of said baggage.
2.The "baggage" of the previous paragraph includes all checked baggage and other passenger items that the Company accepts for safekeeping and carry on baggage and other belongings that a passenger carries or wears.

Article 45 Period of damage claims for baggage

1.When a passenger who receives checked baggage and other passenger items that the Company accepts for safekeeping does so without raising objection, the baggage and items are assumed to be received in good condition.
2.Notification of damage to the checked baggage and other passenger items that the Company accepts for safekeeping for received baggage or items must be made per piece in writing within 21 days calculated from the day after the date that the items should have been received if they were not delivered within 7 days calculated from the day after the receiving date.
3.If no notification is made within the period specified in Paragraph 2 of this Article, the Company is not responsible for compensation.

Article 46 Non-application of liability limit

The limit of liability specified in Article 44 does not apply when the damages are proven to have occurred as a result of the intent or gross negligence of Company or its employee. However, in the event of intent or gross negligence of an employee, it also must be proved that such was executed in that person's line of duty.

Article 47 Successive transport

1.If the Company issues a paper ticket or accepts baggage for transport to be carried out by another carrier, the Company can carry out these actions only as a representative of said carrier.
2.Compensation for damages during transport of passengers carried out in succession by two or more carriers may be claimed only from the carrier conducting the transport where said damage occurred. The Company is not liable for passenger damages occurring on any route other than those for which the Company conducts transport.

Article 48 Change of carrier

When a passenger changes carriers with the consent of the Company and uses a Company ticket to board a route for another carrier, the conditions of carriage of that other carrier apply to said transport, and the Company is not responsible whatsoever for said transport.

Article 49 Application of conditions to employee actions

When a company employee proves that damages stipulated in these conditions of carriage occurred in their line of duty, the employee can invoke provisions whatsoever concerning exclusions or limits to Company responsibility stipulated in these conditions of carriage and provisions based on said conditions.

Supplementary Provisions**Article 1 Effective period**

1.These conditions of carriage are in effect as of September 27, 2021.

Star Flyer Inc.

