

Domestic Conditions of Carriage

Effective ,19 May, 2026



S T A R F L Y E R

Article1 (DEFINITIONS)

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

"Company" means, collectively or individually, as the case may be, Star Flyer Inc.

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

"Baggage" means such articles, effects and other personal property 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 Unchecked Baggage of the Passenger.

"Carriage" means carriage of a Passenger and/or Baggage by air, gratuitous or for reward.

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

"Authorised Agency" means a Passenger sales agent appointed by a Carrier to represent the Carrier in the sale of Carriage of Passengers over the services of the Carrier and, if authorised by the Carrier, over the services of any other Carrier.

"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.

"Ticket" means the Electronic Ticket, in each case issued and have been recorded in the Company's database by a Carrier or its Authorised Agency for Carriage of a Passenger and/or Baggage, setting forth a portion of the conditions of a contract of Carriage and notices relating thereto and containing Flight Coupon and Itinerary/Receipt pursuant to these Conditions of Carriage.

"Flight Coupon" means a coupon in the form recorded in the Company's database that indicates particular places between which the coupon is good for Carriage.

"Days" means calendar days including all seven days of the week; provided that, for the purpose of calculating the number of days of a notice period, the day upon which such notice is dispatched shall not be counted and further provided that, for the purpose of determining the period of validity of a Ticket, the day upon which the Ticket is issued, or the flight is commenced, shall not be counted.

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

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

"Electronic Miscellaneous Document" means an electronic document issued by a Carrier or its Authorised Agency, requesting issue of an appropriate Ticket or provision of travel services to the person named in such electronic document.

"Stopover" means such 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.

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

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

"Carrier" means an air carrier and shall include an air carrier issuing a Ticket and any air carrier that carries a Passenger and/or his/her Baggage under the Ticket or

provides or undertakes to provide any other services incidental to such Carriage.

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

"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.

"Itinerary/Receipt" means a document or documents forming part of the Electronic Ticket which contains the information such as the itinerary, ticket information, a portion of the conditions of a contract of Carriage and notices relating thereto. This document shall constitute a Passenger's written evidence of a contract of Carriage.

"Unchecked Baggage" means any Baggage other than Checked Baggage.

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

"Baggage Identification Tag" means a document issued by a Carrier solely for the purpose of identification of Checked Baggage and consisting of two portions: the baggage tag portion which is attached by the Carrier to a particular article of Checked Baggage and the Baggage claim stub which is given to the Passenger.

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

Article2 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.
2. Should any special agreement be made with respect to a particular provision of these Conditions of Carriage, 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 of Carriage at any Company's Office and its Authorized Agent.

(C) (Gratuitous Carriage)

With respect to gratuitous Carriage, the Company reserves the right to exclude the application of any provisions of these Conditions of Carriage.

(D) (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 of the Company's Regulations; provided that such change, modification or amendment shall be notified by posting on its website or in any other appropriate manner for a reasonable period of time.

(E) (Applicable Conditions)

Any Carriage of Passengers and/or Baggage shall be subject to 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.

(F) (Consent of Passengers)

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

Article3 (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. A Passenger shall provide the Company his/her name, any contact information such as a telephone number that the Carrier may use to communicate with the Passenger and other information as specified by the Company. The Company will not issue or exchange/reissue a Ticket unless the Passenger pays the applicable fare or charges, or complies with credit

arrangements approved by the Company.

2. The Company will collect ticket service charges and exchange/reissue service charges at the time of Ticket issue or each time of Ticket exchange/reissue as a result of a Rerouting upon a Passenger's request pursuant to the Company's Regulations. Unless otherwise provided in any Applicable Laws, the service charges are non-refundable.
3. A Passenger must present a valid Ticket duly issued in accordance with the Company's Regulations and containing the Flight Coupon for the flight which he/she is actually to board and all other unused Flight Coupons when he/she takes Carriage and the Itinerary/Receipt and the Passenger's identification. A Passenger shall not be entitled to be carried if the Ticket presented by the Passenger falls within the scope of sub-paragraph 6 of paragraph (A) of Article 9.
4. A Ticket may be used only by the Passenger who is named on such Ticket and shall not be transferred to a third party.
5. The Company shall not be liable to any person entitled to be carried or to receive a refund, for honoring 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 such person's knowledge and consent, the Company shall not be liable for death of or injury to such unauthorised person or for loss, destruction or delay in arrival of, or damage to, such unauthorised person's Baggage or other personal property arising from or in connection with such unauthorised use.
6. If a mistaken fare that is reasonably obvious is published for sale and a ticket is issued at the mistaken fare, the Company reserves the right to cancel the ticket purchase and refund all amounts paid by the purchaser or, at the purchaser's option, to reissue the ticket for 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 good 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 period of time specified or referred to in the next succeeding sub-paragraph.

Each Flight Coupon shall be good for Carriage on the date and flight for which

a seat is reserved for the Passenger. If a Flight Coupon is issued on an "open date" basis, 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 shown on the valid Ticket.

3. Unless otherwise provided in the applicable fare rules, the period of validity of a Ticket shall be one year, if Carriage is commenced, after the date of commencement of Carriage (excluding the date of commencement of Carriage) or, if no portion of the Ticket is used, after the date of issue thereof (excluding the date of issue). If a Ticket involves a flight coupon to which any fare having a period of validity that is less than one year applies, such period shall apply only to such flight coupon.
4. The period of validity of an Electronic Miscellaneous Document shall be one year from the date of issue thereof. An Electronic Miscellaneous Document will not be honored 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 pursuant to a Flight Coupon of a Ticket may continue beyond the date of expiration of the Ticket if such travel commences prior to midnight thereof.

6. An expired Ticket, Electronic Miscellaneous Document will be accepted for refund in accordance with Article 11 and Article 12.

(C) (Extension of Validity)

1. If a Passenger is prevented from traveling within the period of validity of a Ticket because the Company:
 - (a) cancels the flight on which the Passenger holds a reservation;
 - (b) fails to operate a flight reasonably according to the schedule;
 - (c) omits a scheduled stop, being the Passenger's place of departure, Destination or Stopover point;
 - (d) causes the Passenger to miss a connection; or
 - (e) is unable to provide previously confirmed space;The Company will, unless otherwise provided in the Company's Regulations, extend the period of validity of the Ticket, without additional collection of fare, to the Company's first flight on which a seat is available.

2. If a Passenger holding a Ticket of which the period of validity is one year is prevented from traveling within the period of validity because the Company is unable to provide a seat on the flight, the Company will extend the period of validity of the Ticket to the Company's first flight on which a seat is available in the class of service for which the applicable fare is paid when the Passenger requests reservation; provided that such extension shall not exceed 7 Days after the expiration date of the Ticket (excluding the expiration date).
3. (a) If a Passenger, after commencing his/her travel, is prevented from traveling within the period of validity of a Ticket by reason of his/her illness, the Company may, unless precluded by the Company's Regulations applicable to the fare paid by the Passenger, extend such period as follows
 - (i) With respect to a Ticket of which the period of validity is one year, the Company may extend such period to the date on which the Passenger becomes fit to recommence his/her travel according to a valid medical certificate; provided that in case the Company is unable to provide the Passenger on such date with a seat, to the Company's first flight after such date from the point where the Passenger recommences his/her travel on which flight a seat is available. If an unused Flight Coupon of the Ticket involves one or more Stopover points, the Company may, subject to the Company's Regulations, extend the period of validity of the Ticket for not more than 3 months after the date (excluding such 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 such period to the date on which the Passenger becomes fit to recommences his/her travel according to a valid medical certificate; provided that in case the Company is unable to provide the Passenger on such date with a seat, to the Company's first flight after such date from the point where the Passenger recommences his/her travel on which flight a seat is available, but in no case more than 7 Days after the date (excluding such 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 Tickets of other members of the immediate family traveling with the Passenger.

- (b) Nothing in the preceding (a) shall permit extension of the period of validity

of a Ticket of a Passenger who fully recovers from an illness before such 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, among other things, waiving the minimum stay requirement or extending the period of validity. In the event of death in the immediate family of a Passenger after he/she commences his/her travel, the Company may, also with respect to the Tickets of the Passenger or his/her immediate family accompanying the Passenger, waive the minimum stay requirement or extend the period of validity. Any such amendment or modification shall be subject to the Company's receipt of a proper death certificate and any such extension shall not exceed 45 Days after the date of death of the Passenger (excluding the date of death).

(D) (Flight Coupon Sequence of Use)

1. The Company will honor Flight Coupons only in sequence from the place of departure indicated in the Ticket.
2. The fare will be recalculated based on the applicable fare rules and the Carriage will be provided accordingly, if a Flight coupon for the first or intermediate sector is not used and the Passenger commences or continues his/her travel at any Agreed Stopping Place.

Article4 (STOPOVERS)

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

Article5 (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 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 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 Authorised Agent or, if not so published, constructed in accordance with the Company's Regulations, which shall, unless otherwise provided in Applicable Laws, be in effect as of the date of issue and applicable on the date of commencement of the Carriage covered by the First Coupon of a Ticket. If the amount collected is not equivalent to the applicable fare and charges, the difference shall be paid by the Passenger or refunded by the Company, as the case may be, unless otherwise provided in the 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. Unless otherwise provided in the Company's Regulations or specifically approved by the Company, a Passenger shall be entitled to occupy one seat on board.
- 3 . The Company will accept carriage of an infant not occupying a seat for 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 a routing 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, Fees and Charges)

Any tax, fee 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 be in addition to the published fares, fees and charges and be payable by the Passenger; provided, however, that fares and charges shall include an amount equal to consumption taxes (including local consumption taxes).

Article6 (RESERVATIONS)

(A) (General)

- 1 . A reservation shall be confirmed when recorded in the Company's reservation system as accepted.

2. The Company prohibits acts of reservations not intended for actual boarding.
3. Name Changes are not permitted once the reservation has been confirmed 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 open-date Ticket or portion thereof, or who wishes to change his/her reservation to another shall not be entitled to any preferential right with respect to making a reservation.

(B) (Seat Reservations)

The Company will accept applications for seat reservations starting from a date designated by the company that is at least two months prior to the scheduled date of the flight at the Company's Offices, 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 Assignment)

The Company may, without a prior notice, change the seat assigned by a Passenger due to a ship change or other reason. Such change shall include a change in seat position, seat type and specification.

(E) (Service Charge When Seat not Used)

A service charge shall, upon the Company's request and in accordance with the Company's Regulations, be paid by a Passenger who fails to use a seat of which a reservation is made.

(F) (Cancellation of Reservations made by the Company)

1. The Company may, at its own discretion, cancel all of or a portion of Passenger's reservation if two or more seats are reserved for the same Passenger and if:
 - (a) same sectors on the same date are reserved;
 - (b) same sectors on the date of which the day of travel are in proximity to each other are reserved;

- (c) different sectors on the same date are reserved; or
- (d) it is reasonably considered that the Passenger can not use all of reserved seats.

2. If a Passenger fails to use a seat reserved on a flight without giving a prior notice thereof to the Company, the Company may cancel, or request any other Carrier to cancel, his/her onward reservations thereafter.

If a Passenger fails to use a seat reserved on a flight of other Carriers without giving a prior notice thereof to such Carrier, the Company may, upon the Carrier's request, cancel his/her onward reservations thereafter.

(G) (Communications Charges)

A Passenger shall, unless the Company agrees otherwise, bear any communication expense for telephone or other communication facility used in connection with making or canceling a reservation.

(H) (Personal Data)

A Passenger agrees 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, and other Carriers, the providers of travel services, government authorities or other entity or agency, for the purpose of making a reservation for Carriage, obtaining ancillary services, 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.

Article7 (CHECK-IN)

1. A Passenger shall arrive at the location designated by the Company, respectively 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 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, the Company may cancel his/her reservation of a seat and will not delay the flight for the Passenger. The Company shall not be liable to the Passenger for any damage due to the Passenger's failure to comply with the provisions of this Article.
2. Passengers shall be seated in his/her assigned seat and shall not change seats

with others, even if accompanying Passengers, unless otherwise permitted by the Company.

Article8 (INSTRUCTIONS OF THE COMPANY)

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

Article9 (REFUSAL AND LIMITATION OF CARRIAGE)

(A) (Right to Refuse Carriage, Etc.)

The Company may refuse Carriage of, or remove, any Passenger, and in such case his/her Baggage will be handled in the same way, if the Company determines at its reasonable discretion that:

- 1 . such action is necessary for a reason of flight safety;
- 2 . such action is necessary in order for the Company to comply with Applicable Laws;
- 3 . the Passenger falls under sub-paragraph 4 or 5 of paragraph (B) of Article 14;
- 4 . the Passenger or his/her conduct/behavior, age or mental or physical condition:
 - (a) requires special assistance of the Company, which exceeds legal requirements or would cause an undue burden on the Company's normal procedures;
 - (b) may cause discomfort or makes himself/herself objectionable to other Passengers;
 - (c) may cause harm to the safety or health of himself/herself or other persons;
 - (d) may cause harm to an aircraft or any property;
 - (e) obstructs Agent and crew member in performing his/her duties or fails to comply with any instruction of Agent and crew member; or
 - (f) displays conduct that is unlawful, disorderly, obscene or violent;
 - (g) smokes in aircraft cabin, including the use of all smoking devices;
 - (h) uses portable telephones, portable radios, electronic games or other electronic devices in aircraft cabin without the Company'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) has a serious illness/injury;
 - (k) have or may have an infectious disease that poses a direct threat to the health and safety of Agent and crew member 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 the significant influence of alcohol or drugs;
 - (n) may be significantly offensive or objectionable to other Passengers, including the Passenger's hygiene;
 - (o) is an unaccompanied child under the age of eight years; or
5. has behaved on a previous flight in a manner that falls under sub-paragraph 4 of this Article, and the Company deems that such conduct/behavior is possible to be repeated;
6. the Ticket presented by the Passenger is;
- (a) acquired unlawfully or purchased from an entity other than the issuing Carrier or its Authorised 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 Authorised Agency, with respect to any Flight Coupon thereof;
- in any of which cases the Company reserves the right to retain the Ticket.
7. the person presenting a Ticket cannot prove that he/she is the person named in the "Passenger Name" box of the Ticket, in which case the Company reserves the right to retain such Ticket; or
8. the Passenger refuses, notwithstanding the Company's request, to pay any applicable fares, charges or taxes or may fail to perform a credit arrangement agreed upon between the Company and the Passenger (or the person paying for the Ticket).

In the case of sub-paragraph 4(c), (d), (e) and (f) of this Article, the Company may take such other measures as the Company deems necessary to prevent the Passenger from continuing such conduct, failure, obstruction or act which measures shall include, but not limited to, restraint of the Passenger.

(B) (Conditional Acceptance for Carriage)

If a Passenger whose status, age or mental or physical condition may cause any

hazard or risk to himself/herself is carried, the Company shall not be liable for death of, or any injury, illness, wounding or disability suffered by, the Passenger or any aggravation or consequences thereof due to such 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, decide which Passengers and/or Baggage will 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 (upon which change, if the exit row seat is a special seat, the Company shall refund the special fare applied to the seat by the Company and shall not collect prescribed fees provided in the Company's Regulations), if the Company determines at its reasonable discretion that the Passenger falls under any of the following subparagraphs:
 - (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 evacuation procedures and Agent and crew member's instructions; or
 - (d) the Passenger does not consent to providing assistance in an emergency evacuation.

Article10 (FRAUDULENT BOARDING)

- 1 . 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 applicable at the time of such fraudulent boarding, in addition to the fare and charges applicable to the Passenger for the flight flown under fraudulent boarding, provided that if the sector 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 Agent and crew member of the Company or to board beyond the sector specified in the reservation without approval from Agent and crew member of the Company;
- (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.

Article11 (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, the Company will, upon a Passenger's request, make a refund for such unused Ticket or portion in accordance with this Article and the Company's Regulations. The provisions of this Article applicable to a Ticket shall apply to an Electronic Miscellaneous Document.
- 2 . Under the Company's Regulations, the Company will limit or refuse a refund for a Ticket subject to conditions applicable to certain fares.

(B) (Person to whom Refund will be made)

- 1 . Unless otherwise provided in this Paragraph, the Company will make a refund to either the person named on a Ticket or to the person who purchased the Ticket upon presentation to the Company of satisfactory evidence to prove that he/she is entitled by these Conditions of Carriage to such refund.
- 2 . If the ticket is issued by a commercial credit card, the Company will make a refund to the commercial credit card company issuing such card.
- 3 . The Company will make a refund if all unused Flight Coupons and the itinerary/Receipt are surrendered to the Company.
- 4 . Any refund made to a person presenting to the Company all unused Flight Coupons and the 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.

(C) (Refund Period)

Fares, taxes, fees and charges shall not be refundable after 30 days of 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 removed in accordance with subparagraphs 6 and/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 Authorised Agency 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, Flight Coupon(s) if:
 - (a) the Company issues the Ticket;
 - (b) the Company is the original issuing Carrier indicated in the so-called "Original Issue" box of the Ticket;
 - (c) (i) the Company is the Carrier designated in the so-called "Carrier" box of the unused Flight Coupon of the first onward sector that the Rerouting is to commence,
 - (ii) the Company is the Carrier to whom such Flight Coupon, or
 - (iii) no Carrier is designated in the so-called "Carrier" box of such Flight Coupon;provided that, if the Carrier issuing the Ticket is designated as a Carrier for any subsequent onward sector(s), such issuing Carrier's endorsement shall be obtained in any of the cases of the preceding (i), (ii) and (iii).
3. After Carriage commences, the following shall apply:
 - (a) additional Carriage at the through fare shall not be permitted unless a request therefor is made prior to the Passenger's arrival at the Destination indicated on the Ticket submitted to the Company for such additional Carriage;
 - (b) In the event that a new route of travel as after a Rerouting does not satisfy the conditions applicable to a round trip discount, a round trip discount shall

not apply to those sectors already flown even if the relevant Ticket is issued on a 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, were intended to apply on the date of commencement of Carriage; provided that a Passenger whose Ticket is all unused, the fares and charges applicable after a Rerouting may be those applicable on the date on which the change is made and reflected on the Ticket pursuant to the Company's Regulations and applicable fare rules.
5. The Company will collect from a Passenger any difference between the fares and charges applicable as after a Rerouting and those originally paid by the Passenger or arrange for a refund, if any, to the Passenger in accordance with Article 12 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), class of service or flight shall be that of the original Ticket provided that, if a Passenger, whose Ticket is all unused, requests Rerouting on unused Ticket, the date of expiration of a new Ticket shall be calculated from the date of issuing the Rerouting Ticket.
7. Time limits on cancellation of reservations and charges for change or cancellation of reservations shall also apply to a Rerouting to be effected upon a Passenger's request, as provided for the Company's Regulations.

(B) (Refunds)

In the event that, in addition to Refunds requested by the Passenger, if a Passenger is refused carriage or disembarked pursuant to the provisions of sub-paragraph 8 of paragraph (A) of Article 9, the amount of the refund shall be:

1. 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
2. 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 sector for which the Ticket has been used, less any prescribed fees provided in the Company's Regulations.

Article 13 (INVOLUNTARY REROUTING AND REFUNDS)

(A) (Schedules)

1. The Company undertakes to use its best efforts to carry a Passenger and

his/her Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel; provided 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 with any other flight because of such change.

2. The Company may, without prior notice, substitute any other Carrier or change an aircraft with respect to 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 refund, in accordance with sub-paragraph 3 and 4 of paragraph (B) of this Article in the Force Majeure Event or sub-paragraph 3 and 4 of paragraph (C) of this Article in case under the Company's responsibility, the fares and charges for any unused portion of the Ticket.

(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, disturbances or unstable international relations) whether actual, threatened or reported or any delay, demand, condition, circumstances or requirement directly or indirectly relating to such 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, the Company will, at Passenger's option, take the measures specified in sub-paragraphs 3 or 4 of this paragraph below
 - (a) the Company cancels a flight;
 - (b) fails to operate a flight reasonably according to the schedule;
 - (c) fails to stop at a Passenger's Destination or Stopover point; or
 - (d) is unable to provide a Passenger with his/her reserved seat of a flight or

causes a Passenger to miss his/her connecting flight on which he/she holds a reservation.

3. Rerouting

(a) The Company shall perform carriage of the Passenger and his/her Baggage on a flight on which seats are available to the Destination or Stopover point as indicated in the Ticket or to such vicinal Airports of the Destination designated by the Company.

(b) In the event of a change of Destination indicated in the Ticket after departure, the Company shall arrange for carriage to the Destination or Stopover point as indicated in the Ticket for the Passenger and his/her Baggage by any of the following measures at the Company's option:

- (i) on a flight of the Company on which a seat is available;
- (ii) on a flight 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 for the difference in Passenger's fares and charges will be made.

4. Refunds

The refund calculation will be performed in accordance with sub-paragraph 4 of paragraph (C) of this Article.

(C) (Rerouting and refunds caused by reasons under the Company's responsibility)

1. The term "The reasons under the Company's responsibility" means any event other than those specified in 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-paragraphs 3 or 4 of this paragraph below
 - (a) the Company cancels a flight;
 - (b) fails to operate a flight reasonably according to the schedule;
 - (c) fails to stop at a Passenger's Destination or Stopover point; or
 - (d) is unable to provide a Passenger with his/her reserved seat of a flight or causes a Passenger to miss his/her connecting flight on which he/she holds a reservation.

3. Rerouting

(a) The Company shall 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 measures means at the Company's option:

- (i) on a flight of the Company on which a seat is available;
 - (ii) on a flight of another Carrier on which a seat is available; or
 - (iii) by other means of transportation.
- (b) In the case of above, no adjustment for the difference in Passenger's fares and charges will be made.
- (c) In the event that a Passenger misses an onward connecting flight of the Company on which the Passenger holds a reservation because a Carrier carrying the Passenger fails to operate its flight according to the schedule or changes the schedule of such flight, the Company shall not be liable for such missed connections.
- (d) A Passenger with respect to whom a Rerouting is effected upon the Company's request shall be entitled to retain the free Baggage allowance applicable to the class of service the fare for which the Passenger originally paid.

4, Refunds

In addition to the case of under the Company's responsibility in this Article, if a Passenger is refused carriage or disembarked pursuant to any of subparagraphs 1 through 5 of paragraph (A) of Article 9, and the Passenger is prevented from using the Carriage provide for in his /her Ticket, the refund amount shall be:

- (a) if no portion of the trip has been made, an amount equal to the fare paid; and
- (b) if a portion of the trip has been made, the difference between the fare paid and the fare for the Carriage completed.

(D) (Limitation of Carriage for oversales, etc.)

If the number of Passengers (only those who have presented his/her Ticket, with confirmed reservation, for check-in at a Company's airport office by the time stipulated by the Company) with valid seat reservations on a flight exceeds the seating capacity of the flight and therefore seats are not available to some Passengers under the Company's responsibility, 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 a certain amount of payment stipulated by the Company to those Passengers who accept to cancel his/her flight as a cooperation reward, in addition to any arrangements

set forth in sub-paragraph 3 or 4 of paragraph (C) of this Article.

Article14 (BAGGAGE)

(A) (Restriction of Acceptance as Baggage)

- 1 . The Company will refuse to accept 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 Carriage of which is prohibited by Applicable Laws;
 - (d) items which the Company deems unsuitable for Carriage by reason of their weight, size, shape or character such as being fragile or perishable;
 - (e) live animals, except those provided for in Paragraph (J) of this Article;
 - (f) dead body;
 - (g) Firearms, swords and other similar items, except as otherwise provided in the Company's Regulations; or
 - (h) other items which the Company considers unsuitable for carriage on an aircraft.
- 2 . The Company will refuse to accept any of the following as Unchecked 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 step with respect to, items of which Carriage as Baggage is prohibited by the preceding sub-paragraph 1 and 2 of this paragraph and may refuse onward Carriage of any such item upon discovery thereof.
- 4 . The Company will refuse to accept fragile or perishable items, money, jewelry, platinum, gold and other precious metals, negotiable papers, securities, bank notes, documentary stamps, art works, 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 container to ensure safe

Carriage with ordinary care in handling.

- 6 . If any item referred to in sub-paragraph 1 of this paragraph is carried, whether or not Carriage of such item as Baggage is prohibited, such Carriage shall be subject to the charges, limitations of liability and any other provision of these Conditions of Carriage applicable to Carriage of Baggage.

(B) (Security Inspection)

- 1 . Passengers and Baggage shall submit to any security check required, unless it is specifically deemed unnecessary by government or airport officials or by the Company.
- 2 . The Company will inspect the contents of Passenger's Baggage by opening his/her Baggage and/or by using some device in the presence of the Passenger concerned or a third person, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of 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 prohibited item referred to in sub-paragraph 1 and 2 of paragraph (A) of this Article.
- 3 . The Company will search Passenger's articles by touching the Passenger through his/her clothes and personal fittings including wigs or by using such instruments as a metal detector, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any other reason.
- 4 . When a Passenger does not agree with the Company's inspection as specified in sub-paragraph 2 of this paragraph, the Company will refuse to carry such a Passenger's Baggage.
- 5 . When a Passenger does not agree with the Company's search as specified in sub-paragraph 3 of this paragraph, the Company will refuse to carry such a Passenger.
- 6 . When such prohibited items as specified in sub-paragraph 1 and 2 of paragraph (A) of this Article have been found as a result of such inspection or search as specified in sub-paragraph 2 and 3 of this paragraph, the Company may refuse to carry such Baggage, or may dispose of such Baggage.

(C) (Checked Baggage)

1. Unless otherwise provided in the Company's Regulations or Applicable Laws, the Company will, upon presentation by a Passenger of a valid Ticket covering Carriage 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 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, or beyond a point at which the Passenger transfers to a connecting flight departing from a different airport from that at which the Passenger is scheduled to arrive under the Ticket, 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 no interline Baggage agreement or which has different Conditions of Carriage of Baggage from the Company's;
 - (d) for a sector in respect to which the Passenger holds no reservation;
 - (e) beyond a point at which the Passenger desires to resume possession of such Baggage or any portion thereof; or
 - (f) for a sector in respect to which 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/or 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 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 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 transportation service.
5. The Company will accept Checked Baggage in excess of the following limits,

only if a prior due notice of such article is given to, and a prior permission to such Carriage is granted by, the Company.

(a) the total of the greatest outside length, the greatest outside height and the greatest outside width (hereinafter referred to as the "sum of the three dimensions") of each piece shall not exceed 203 centimeters (80 inches), and the dimensions that can be stowed in a cargo compartment of the boarding flight;

(b) the weight of each piece shall not exceed 32 kilograms (70 pounds); and/or

(c) the total weight for all Checked Baggage shall not exceed 100 kilograms (220 pounds).

In case the Company accepts such Carriage, charges shall be assessed in accordance with the Company's Regulations.

Provided however that the Company will not accept Carriage of any piece of Baggage the sum of three dimensions of each piece of which exceeds 292 centimeters (115 inches) and/or the weight of which exceeds 45 kilograms (100 pounds).

(D) (Unchecked Baggage)

1. Unless otherwise specified, Baggage that a 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 (22 pounds); and

(c) the total dimensions shall not exceed 115 centimeters (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. However, notwithstanding foregoing, a Passenger shall not carry into the cabin any Baggage which the Company deems cannot be safely stowed in the cabin.

2. A Passenger may carry into the cabin one piece as a Passenger's personal belongings permitted by the Company's Regulations.

3. The total weight of the Baggage and a Passenger's personal belongings referred in sub-paragraph 1 and 2 above must not exceed 10 kilograms (22 pounds).

4. Notwithstanding the preceding sub-paragraph 1 through 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. 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) or animals only if a prior due notice of such 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 of Checked Baggage of each Passenger is based on his/her individual fare rules. Each free baggage allowance is shown on the Itinerary/Receipt. In addition, a Passenger shall, unless otherwise provided in the Company's Regulations, receive a free Baggage allowance of Unchecked Baggage as 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 under the age of two, 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 Passenger's request, provide them collectively with a free Baggage allowance equal to the aggregated individual free Baggage allowance in respect of number of pieces.
4. A fully collapsible stroller/pushchair, carrying basket and/or a car seat for Infants or children Passenger's 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, permitted by the Company's Regulations only when the Passenger carries and retains them.

(G) (Excess Baggage)

1. Baggage in excess of the free Baggage allowance set forth in sub-paragraph 1 of paragraph (E) of this Article shall be subject to the applicable excess

Baggage 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 transportation service.
3. Any payment or refund of excess Baggage charge to be made in the event of Rerouting of Carriage shall be subject to sub-paragraphs 5 of paragraph (A) of Article 12, and any refund in case of cancellation of Carriage shall be subject to paragraph (B) of Article 12. In the event of Rerouting or cancellation of Carriage for reasons other than those caused by Carrier 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 his/her Baggage by the time prescribed, the full amount of the excess Baggage charges in connection with the canceled carriage 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 a value of Baggage in excess of the liability limitation of the Company pursuant to sub-paragraph 5 of paragraph (C) of Article 18. In the event that such declaration is made, Carriage of the Baggage to be performed by the Company shall be subject to excess value charges calculated at the rate of 10 yen for every 10,000 yen.
2. Unless otherwise provided in the Company's Regulations, a Passenger may pay excess value charges at the place of departure for a travel to the Destination.
3. If the entire travel segment is canceled, the full amount of the excess value charge for the canceled itinerary will be made. 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 Claim Tag and Baggage attachment stub) upon arrival or at 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 bearer of the Baggage Claim Tag(s) issued to a Passenger when his/her Baggage is checked shall be exclusively entitled to accept delivery of the checked Baggage. The Company shall not be obligated to ascertain that the bearer of a Baggage Claim tag(s) is truly entitled to accept delivery of the Baggage. The Company shall not be liable for any damage arising out of or in connection with 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 such person only if he/she establishes to the Company's satisfaction that he/she is duly entitled to receive the Baggage and if such person shall, upon the Company's request, provide the Company with adequate security to indemnify the Company from any loss and damage incurred by the Company in connection with such delivery.
4. The Company may, unless precluded by Applicable Laws and if time and other circumstances permit, deliver Checked Baggage to the bearer of a Baggage Claim Tag(s) at the place of departure or unscheduled stopping place if he/she requests such delivery.
5. Acceptance of delivery of Baggage by the bearer of and 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 of time after its arrival at the Destination, the Company may dispose of the Baggage as appropriate. In this case, the Passenger shall be liable for any damage or expenses incurred in connection with such disposal.

(J) (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 birds and other pets if a Passenger puts those animals into a proper container and prepare the necessary documents specified by the company.
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 and the Passenger shall pay a charge provided in the Company's Regulations.

3. Notwithstanding the preceding sub-paragraph 2, a guide dog, service dog or hearing dog accompanying a Passenger with a disability to assist such Passenger together with a container and food will, subject to the Company's Regulations, be carried for free and are not included into the free Baggage allowance.
4. If the transport of an animal is cancelled by the prescribed time, the full amount of the applicable charges for the cancelled segment of transport will be refunded.
5. 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 animal. The Company shall not be liable for injury to, sickness or death of, such animal if and to the extent that such event resulted from the inherent nature of such animal. If the animal damages the Company or other Passengers, the Passenger shall be liable for the costs related to such damage.

Article15 (GROUND TRANSPORTATION SERVICE)

Unless otherwise provided in the Company's Regulations, the Company will not arrange for, operate or provide ground transportation service within airport areas, between airports or between an airport and downtown areas. Except ground transportation service is directly operated by the Company, any such service will be provided by an independent operator who is not and shall not be deemed an agent or servant of the Company. Even in case 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 such independent operator. In the event that the Company operates for a Passenger such ground transportation service, the Company's Regulations including, but not limited to, those stated or referred to in those regulations concerning Tickets, value of Baggage or otherwise shall be deemed applicable to such ground transportation service. No portion of fares shall be refundable even in case such ground transportation service is not used.

Article16 (ARRANGEMENTS MADE BY THE COMPANY)

In making arrangements for hotel or other services incidental to Carriage for a Passenger, whether or not the Company bears the cost of such hotel or other services and/or of arrangements therefor, the Company shall not be liable for any

loss, damage or costs or expenses incurred by the Passenger as a result of or in connection with such hotel or other services and/or arrangement therefor.

Article17 (SUCCESSIVE CARRIERS)

- 1 . Carriage to be performed under a Ticket or under a Ticket and any Conjunction Ticket by two or more successive Carriers 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 sector in a Ticket or in any Conjunction Ticket involving Carriage by successive Carriers, the Company shall not be responsible for any portion 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 travel shall be governed by such Carrier's Conditions of Carriage.

Article18 (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, which may be inspected at any of the Company's Office.
- 2 . The full name of a Carrier and its abbreviation shall be as set forth in the Carrier's regulations and such name may be expressed 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, if it is proved that the Company and/or its Agent have taken necessary measures to avoid or that the Company and/or its Agent were prevented from taking such measures.

(C) (Damage to baggage)

- 1 . The Company shall be liable for any damage arising out of in connection with the destruction, loss or damage to Checked Baggage, if the accident causing such destruction, loss or damage occurred on board an aircraft or while the Baggage is in the custody of the Company.
- 2 . The Company shall not be liable for Checked Baggage, if it is proved that the Company and/or its Agent have taken necessary measures to avoid or that the Company and/or its Agent were prevented from taking such measures.
- 3 . The Company shall be liable for loss or damage arising out of or in connection with destruction or loss of, or damage to Unchecked 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 fault of the Company or its Agent.
- 4 . The Company shall not be liable for any damage in respect of Unchecked Baggage not attributable to fault of the Company. Assistance rendered to a Passenger by Agent and crew member in loading, unloading or transshipping Unchecked Baggage shall be considered as 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 referred in sub-paragraph 5 above does not apply if the Passenger shall have declared a higher value in advance and paid additional charges pursuant to paragraph (H) of Article 14. In that event, the Company's liability shall be limited to such higher declared value.
- 7 . In no case shall the Company's liability exceed the actual amount of damage suffered by the Passenger. 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 in connection with 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 resulted from the inherent defect, quality or vice of the item, irrespective of the Company's knowledge thereof.
- 9 . The Company shall not be liable for any damage with respect to a Passenger's Baggage 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 loss and expenses incurred by the Company as a result thereof.
- 10 . The Company may refuse to accept any article which shall not constitute Baggage under these Conditions of Carriage; provided that, if the article is

delivered to and received by the Company, it shall be subject to the Baggage valuation and limitation of liability set forth in these Conditions of Carriage and shall be subject to the rates and charges published by the Company.

(D) (Limitation of Liability)

- 1 . The limitation of liability provided for in this Article 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, provided that if such 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 . The Company will issue a Ticket or accept Checked Baggage for Carriage performed by any other Carrier only as an agent of such Carrier. The Company shall not be liable for any damage which shall have occurred outside a sector of carriage performed by the Company. The Company shall neither be liable for any damage which shall have occurred to Checked Baggage outside a sector of Carriage performed by the Company.
- 3 . If the Company proves that the any damage has been caused by or contributed to by the negligence or other 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 such 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 consequential or special damage arising from Carriage complying with these Conditions of Carriage and the Company's Regulations, whether or not the Company had knowledge that such damage might arise.
- 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 a right to make a subrogation claim against a third party which shall have contributed to damage, with respect to a portion or all of any payment made by the Company in connection with the damage.
9. Any 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.

Article19 (TIME LIMITATIONS ON CLAIMS)

No claim for damage may be made in the case of damage to Baggage, unless the person entitled to delivery complains to an office of the Company forthwith after the discovery thereof and no later than 7 Days after the date of receipt (excluding the date of receipt); and, in the case of delay or loss, unless the complaint is made no later than 21 Days after the date (excluding such date) on which the Baggage has been (in the case of delay) or should have been (in the case of loss) placed at his/her disposal. Every complaint must be in writing and dispatched within the time aforesaid.

Article20 (GOVERNING LAW AND JURISDICTION)

1. These Conditions of Carriage 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 of Carriage 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.

Article21 (CLASS ACTION WAIVER)

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

Article22 (OVERRIDING LAW)

Any provision contained or referred to in a Ticket or in these Conditions of Carriage or 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.

Article23 (MODIFICATION AND WAIVER)

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

Supplementary Provisions**Article1 (DATE OF EFFECTIVENESS)**

These Conditions of Carriage shall come into effect as of May 19, 2026, sold on or after July 27, 2025.