

THE RAIL KITCHEN CHIKUGO Travel Terms and Conditions

Customers who wish to use the Rail Kitchen Chikugo (hereinafter referred to as the “Train”) will enter into a boarding contract (hereinafter referred to as the “Contract”) with Nishi-Nippon Railroad Co., Ltd. (hereinafter referred to as the “Company”). The content and conditions of the Contract shall be based on pamphlets and website of the Train, the Travel Terms and Conditions, as well as documents the Company gives to the customer, and the Company’s stipulations on the Rail Kitchen Chikugo (hereinafter referred to as the “Stipulations”).

1. Travel Application/Payment

1: When applying for travel, please input the required information on the reservation screen on the website designated by the Company, confirm the necessary agreements, and send it to us by electromagnetic means.

2: The Contract between the Company and the customer shall be concluded when the Company accepts the conclusion of the Contract, and upon confirmation of payment of the customer’s travel fee. The travel fees can be paid online using a credit card, or can be paid at a convenience store.

3: When paying online by credit card, the Contract shall be concluded upon the Company sending the “Reservation Completion Email” to the customer. Payment of the travel fee due the Company shall be made without the customer’s signature by credit card issued by an affiliated company. In this event, the card usage date shall be the date when the Contract is concluded.

4: When paying at a convenience store, the Contract will not be concluded upon the Company sending the “Reservation Completion Email” to the customer. The Contract shall be concluded upon the Company’s confirmation of payment of the travel fee from the customer within the period of time specified by the Company. If payment cannot be confirmed during the specified period, then the reservation will be handled as a cancellation.

5: For customers who wish to apply by a method other than the website provided by the Company, please contact the Nishitetsu Customer Center (0570-00-1010 or 092-303-3333).

2. Application Conditions

1: Children aged 12 years or younger must be accompanied by a parent or guardian.

2: For participation in travel with specified conditions, the Company reserves the right to refuse application if the customer’s gender, age, qualifications, or other conditions do not match the conditions specified by the Company.

3: For customers with impaired health, customers who use wheelchairs and other such equipment and those with mental and physical disabilities, customers with food and animal allergies, customers who are pregnant or who may be pregnant, disabled customers who are accompanied by helper dogs (guide dogs, hearing dogs, assisting dogs), and customers who are in

need of other special considerations, please inform us of these special considerations when applying. Please inform us immediately if any of these special considerations become necessary after the Contract has been concluded.

4: For applications with special considerations as defined in the previous Item, the Company will respond within a possible and reasonable range. Based on the customer's request, in principle the expenses required for special considerations to be taken by the Company for the customer shall be borne by the customer.

5: For safe and smooth travel, the Company may set as a condition that the customer shall be accompanied by a caretaker or companion, or submit medical certificates from a physician. The Company reserves the right to refuse or cancel the application if the Company cannot provide the requested measures.

6: The Company reserves the right to refuse the application if the customer may cause inconvenience to other customers, if the Company determines that there is the possibility of hindering the smooth implementation of a group travel, if it is found that the customer is an organized crime group member, a member affiliated with organized crime groups, or a member of other antisocial forces, if the customer conducts any violent or improper request or engages in threatening behavior or violence against the Company, if the customer spreads rumors, causes harm to the Company's credibility through deception and influence, or conducts acts that interfere with business.

7: The Company also reserves the right to refuse the application based on the Company's business circumstances.

3. Delivery of Documents

1: The Company will send the "Reservation Completion Email" when the reservation has been completed on the website. When paying online by credit card, the Contract shall be concluded upon the Company sending the email to the customer. When paying at a convenience store, the Contract will not be concluded upon the Company sending the email to the customer. The Contract shall be concluded upon the Company's confirmation of payment of the travel fee from the customer within the period of time specified by the Company. If payment cannot be confirmed during the specified period, then the reservation will be handled as a cancellation.

2: The Company will send an email to the customer containing the travel date, course name, seat reservation number, etc. by 5 days before the travel date. This email will serve as the boarding ticket, so the customer should store it safely, print it out, and be sure to bring it on the travel date.

3: For customers who have difficulty printing out the email as described in the preceding Paragraph, a communication device such as a personal computer or smartphone can be used as the boarding ticket, if the receipt of the email as described in the preceding Paragraph can be confirmed on the said device.

4: For customers who apply using a method other than the Company's website, a printed document listing the travel date, course name, seat reservation number, etc. will be sent to the address specified by the customer, to arrive by 5 days before the travel date. As this document will serve as the boarding ticket, the customer should store it safely, and be sure to bring it on the travel date.

4. Things Included in the Travel Fee

The following Items are included in the travel fee for the Train. These Items will not be returned if part of these services is not used due to the customer's circumstances:

- A) Section normal fare
- B) Special cabin fare
- C) Food and drink fees determined in advance by the Company
- D) Service charges

5. Things Not Included in the Travel Fee

Items not listed in the preceding Article are not included in the travel fee.

Some examples are as follows:

- A) Fares outside the section of the product
- B) Fees for food and drink purchased additionally within the cabin.
- C) Fees for optional tours, etc. in which only applicants participate.
- D) Necessary fees for special measures prepared by the Company for the customer, based on the customer's request.

6. Customer Substitution

Customers can transfer their contractual position to a third party with the prior consent of the Company. In this event, the customer will fill out the necessary items in the form defined by the Company, and submit the form. The transfer of the contractual position shall be effective after the Company's consent, and afterwards, the third party who received the contractual position shall inherit all the rights and obligations in regards to the customer's contract.

7. Contract Cancellation by Customer

7-1: Cancellation Before Departure

1: The customer may cancel the Contract at any time by paying the cancellation fee specified in the next Article to the Company. For the cancellation of contracts that were settled by credit card, payment of the cancellation fee due the Company shall be made without the customer's signature to the specified form by credit card issued by an affiliated company.

2: For the following cases, the customer can cancel the Contract without paying the cancellation fee regardless of the previous Paragraph.

- A) For cases of natural disasters, warfare, riots, orders from government officials, or other events the Company is not involved with the Company, where the travel cannot be conducted smoothly and safely, or the possibility that the travel cannot be conducted smoothly and safely is extremely high.
- B) When it becomes impossible to implement the planned trip due to reasons attributable to the Company.
- C) If the content of the Contract, or the travel fees have been changed for reasons attributable to the Company or other reasons.

7-2 Cancellation After Departure

1: If the customer cannot accept part of the travel service, or will disembark part-way due to the customer's circumstances, this shall be deemed as the waiver of the customer, and no fees will be refunded.

2: If, after departure, the customer cannot receive part of the Train's services for reasons not attributable to the customer's circumstances, or the Company has given notification to the customer to that effect, the customer may cancel the part of the Contract he/she is unable to receive without paying cancellation fees. In this event, the Company will refund the price corresponding to the service that could not be received to the customer.

8. Cancellation Fees

1: If the travel is cancelled due to the customer's convenience after the Contract has been concluded, the following fees will be charged.

Fees will vary in accordance with the cancellation date, and the fees are calculated retroactively from the travel date.

	Refund fees for section fares and special cabin fares	Cancellation fees for other fees
15 days or more before the travel date	No charge	No charge
7-14 days before the travel	No charge	30%
3-6 days before the travel date Note: After boarding ticket(s) have been sent.	Boarding ticket refund fee : 220 yen Special cabin fee: 50%	50%

From 2 days before departure until departure Note: After boarding ticket(s) have been sent.	Boarding ticket refund fee: 220 yen Special cabin fee: 100%	100%
After departure	Full amount	100%

Note: The email that the Company will send to the customer containing the travel date, course name, seat reservation number, etc., serves as the boarding ticket.

9. Contract Cancellation by the Company

9-1: Cancellation Before Departure

In the following cases, the Company can cancel the Contract upon explaining the reason to the customer.

- A) If it is determined that the customer does not meet the gender, age, qualifications, or other conditions for participating in the travel as specified by the Company.
- B) If it is recognized that the customer cannot endure the specified travel due to illness, the absence of a necessary caretaker, or other reasons.
- C) If it is recognized that the customer may cause inconvenience to other customers, if the Company determines that there is the possibility of hindering the smooth implementation of a group travel, if it is found that the customer is an organized crime group member, a member affiliated with organized crime groups, or a member of other antisocial forces, if the customer conducts any violent or improper request or engages in threatening behavior or violence against the Company, if the customer spreads rumors, causes harm to the Company's credibility through deception and influence, or conducts acts that interfere with business.
- D) If, in regards to the content of the Contract, the customer requires a burden that is beyond a reasonable scope for the Company.
- E) For cases of natural disasters, warfare, riots, orders from government officials, or other events the Company is not involved with the Company, where the travel cannot be conducted smoothly and safely, or the possibility that the travel cannot be conducted smoothly and safely is extremely high.
- F) Other cases based on the Company's business circumstances.

9-2 Contract Cancellation After Departure

1: In the following cases, the Company can cancel the Contract upon explaining the reason to the customer, even after the travel has begun.

- A) If the customer cannot continue to participate in the travel due to illness, the absence of a necessary caretaker, or other reasons.

- B) If the customer violates the Company's instructions for the implementation of smooth and safe travel, disturbs the order of group actions through acts of violence or intimidation against the Company or other customers in the same group, and causes a hindrance to the smooth and safe operation of the travel.
- C) If it is found that the customer is an organized crime group member, a member affiliated with organized crime groups, or a member of other antisocial forces.
- D) For cases of natural disasters, warfare, riots, orders from government officials, or other events the Company is not involved with the Company, where the travel cannot be continued.
- E) Other cases based on the Company's business circumstances.

2: If the Company cancels the Contract based on the provisions in the previous Paragraph, the contractual relationship between the customer and the Company will be terminated only for the future. In this case, the Company's obligation regarding the travel services already provided to the customer shall be considered to be performed validly. In this case, the Company will refund to the customer the amount of the travel fees for the travel services that the customer has not yet received.

3: If the Company cancels the Contract based on Items A, D, and E in Paragraph 1 of this Article, the Company will take the necessary arrangements to return to the place of departure within a reasonable extent in accordance with the customer's request. In the event of A, all expenses shall be borne by the customer. In the event of D or E, transporting the customer to the place of departure shall be handled free of charge as provided in the Company's Stipulations.

10. Refund of Travel Fees

1: If there is an amount to be refunded to the customer from the Company, the corresponding amount will be refunded to the customer within 30 days starting from the following day after the refund obligation is generated, regardless of whether or not it was before or after departure. In this case, the customer shall submit to the Company the information about the bank account for the deposit, etc.

2: In the event where the Contract was concluded by credit card settlement, if there is an amount to be refunded to the customer from the Company, the refund will be made in accordance with the credit card membership agreement of the affiliated company.

11. Application by Contract Manager

1: For applications from a representative of customers that constitute a group (hereinafter referred to as the "Contract Manager"), the Company shall regard the Contract Manager as having all authorities regarding conclusion and cancellation of the Contract, and conduct transactions, etc. in regards to the Contract with the Contract Manager.

2: The Company will not be responsible in any way for any liabilities or obligations that the

Contract Manager now bears to the members, or expects to bear in the future.

3: For group applications, the Contract Manager submits a list of members to the Company, by the date specified by the Company. Also, if the Contract Manager does not accompany the group, a member previously appointed by the Contract Manager shall become the Contract Manager after departure.

12. The Company's Responsibility

1: In the fulfillment of the Contract, if the Company causes any damages to the customer, either intentionally or through negligence, the Company shall compensate the damages. However, this is limited to the case where the customer notifies the Company of details of the damage within 30 days after the day the damage occurred.

2: If damages are caused to the customer due to natural disasters, warfare, riots, orders from government officials, or other events the Company is not involved with, the Company shall bear no responsibility to compensate the damages, with the exception of the previous Paragraph.

13. The Customer's Responsibility

1: For cases where the customer causes damages to the Company due to intentional acts, negligence, acts in violation of laws and ordinances and public morals, acts in violation of the Travel Terms and Conditions, or other reasons attributable to the customer, the Company shall seek damage compensation from the customer.

2: The customer should utilize the information provided by the Company, and make an effort to understand the rights and obligations of the customer as well as the content of the Contract.

14. Handling of Personal Information

1: The personal information submitted to apply for the Train will be used to contact the customer and provide services within a necessary range.

2: The Company may utilize the customer's personal information for "introduction of our products and services", "request for opinions/surveys", "preparation of statistical data," etc.

15. Others

1: Each item has a specified departure time. Please confirm the departure time for the course you applied for, and be sure to arrive early. You will not be able to use the travel services if you are late for the departure time.

2: Please refrain from reselling the travel services to a third party through an internet auction. For cases involving resale, the Company reserves the right to refuse boarding and future boarding contracts.

3: The reference date for the Travel Terms and Conditions is October 30, 2018. The Company reserves the right to revise as necessary.