



## IBEX Airlines' Conditions of Carriage for Domestic Passengers

Comes into effect from May 19, 2026



## 1. DEFINITIONS

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

**“Agreed Stopping Places”** means those places, other than the place of departure and the Destination, shown on an Airline Ticket as a scheduled Stopover in the Passenger’s itinerary or any other Related Airline Ticket issued in conjunction therewith, or places indicated in the Carrier’s timetable.

**“Company’s Regulations”** means the Company’s rules and regulations, including tariffs of fares, rates, and charges, relating to the Carriage of Passengers or Baggage, other than these Conditions.

**“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 Baggage to be performed by the Company.

**“Authorized Agent”** means a Passenger sales agent authorized to sell, on behalf of the Carrier, the Carrier’s air Passenger Carriage services, and when permitted by the Carrier, the air Passenger Carriage services of other Carriers.

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

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

**“Carriage”** means the carriage of a Passenger or Baggage by air, gratuitous or for reward.

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

**“Checked Baggage”** means Baggage that is taken into custody by the Carrier and for which the Carrier has issued a Baggage Identification Tag.

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

**“Company”** means IBEX Airlines Co., Ltd.

**“Company’s Office”** means the Company’s offices and the Company’s website on the Internet.

**“Related Airline Tickets”** means an Airline Ticket that is issued to the same passenger in conjunction with another Airline Ticket, where both these Airline Tickets serve together as a

single contract of Carriage.

**“Day”** means a calendar day and includes all days of the week. However, in calculating the number of days for the purpose of giving notice, the day on which notice is dispatched shall not be included. When calculating the number of days for deciding the validity period, the date the Airline Ticket is issued and the date Carriage is commenced shall not be included in the calculation.

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

**“EMD”** means an electronic document issued by the Carrier or an Authorized Agent, entitling the person identified therein to request the issuance of an Airline Ticket or the provision of travel-related services.

**“Flight Coupon”** means a coupon in a format recorded in the Company’s database that specifies a particular sector for which Carriage is valid.

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

**“e-Ticket Passenger Receipt”** means a document forming part of the Airline Ticket that displays the itinerary, information relating to the Airline Ticket, part of the conditions of the contract of Carriage, and various notices, and which serves as documentary evidence of the contract of Carriage for the Passenger.

**“Passenger”** means a person carried by an aircraft under the consent of the Carrier. However, this shall exclude crew members.

**“Change in Route or Other Detail”** means changing the route, Carrier, flight, or Airline Ticket validity period printed on a legitimate Airline Ticket presented by a Passenger.

**“Stopover”** means a planned interruption of travel by the Passenger at a point between the place of departure and the Destination, approved in advance by the Carrier.

**“Airline Ticket”** means an e-ticket issued by the Carrier or its Authorized Agent for the carriage of a Passenger or Baggage in accordance with these Conditions and recorded in the Company’s database. The Airline Ticket displays part of the conditions of the Contract of Carriage and various notices, and includes the Flight Coupon and the e-Ticket Passenger Receipt.

**“Carry-on Baggage”** means any Baggage other than Checked Baggage.

## 2. APPLICATION OF CONDITIONS

(A) (General)

Nothing in these Conditions of Carriage or the Company's Regulations shall, unless expressly provided herein, constitute a waiver by the Company of any right granted to it.

(B) (Application)

- 1 These Conditions shall apply, insofar as they do not conflict with the Applicable Laws, to all Carriage of Passengers and Baggage performed by the Company at the fares, rates, and charges published in connection with these Conditions, as well as to all services incidental thereto.
- 2 In the event a special agreement is made in respect of any of the provisions in these Conditions, the conditions of the special agreement shall apply, notwithstanding this provision.

(C) (Posting of Information)

The Company's Office and Authorized Agents shall make these Conditions public, along with passenger fares, excess baggage charges, miscellaneous fees, flight timetables, and any other necessary information.

(D) (Preferential Boarding)

With respect to preferential boarding, the Company may exclude the application of part of these Conditions.

(E) (Amendment of Conditions or Company's Regulations)

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

(F) (Applicable Conditions)

The Carriage of Passengers and Baggage shall be done as per these Conditions and the Company's Regulations valid on the date of commencement of Carriage according to the first Flight Coupon of the Airline Ticket.

(G) (Passenger's Consent)

Passengers shall, with respect to the Carriage of Passengers and Baggage by the Company, review and agree to these Conditions and the Company's Regulations.

### 3. AIRLINE TICKETS

(A) (General)

1. The Company shall issue an Airline Ticket upon payment of the applicable fares and charges stipulated separately. At such a time, the Passenger must submit their name, contact information such as their telephone number that can be used for contact by the Company, and all other information specified by the Company. In the event the Passenger does not pay the applicable fares or fees, or the Passenger does not comply with the post-payment agreement approved by the Company, the Company shall not issue or reissue an Airline Ticket to the Passenger.
2. Each time a ticket is reissued, at the request of the Passenger, due to the issuance of an Airline Ticket or a Change in Route or Other Detail, ticketing fees and exchange/reissue fees shall apply for each Airline Ticket constituting a single contract of Carriage for the same Passenger, in accordance with the Company's Regulations. These fees shall not be refunded, unless otherwise required by the Applicable Laws.
3. To receive Carriage, the Passenger must present a valid Airline Ticket duly issued in accordance with the Company's Regulations, which includes the Flight Coupon for the flight the Passenger is seeking to board, together with all remaining unused flight coupons, as well as proof of identity. In the event the Airline Ticket presented by the Passenger is subject to any of the provisions specified in item 7 of Article 9 (A), the Passenger shall have no right to receive Carriage.
4. The Airline Ticket can only be used by the Passenger concerned, and cannot be transferred to a third party.
5. Even if the Company undertakes Carriage or gives a refund as a result of an Airline Ticket presented by any person other than a person entitled to receive carriage or a person entitled to receive a refund, the Company shall bear no liability to the person lawfully entitled to the relevant Carriage or refund. Regardless of whether the person entitled to receive such Carriage has given consent, if the Airline Ticket is used by a person other than the said entitled person, the Company shall bear no liability for the death or injury of the unauthorized Airline Ticket user, or loss, destruction, damage,

or delay of the unauthorized Airline Ticket user's Baggage or other carried articles, resulting from such unauthorized use.

6. In the event the Company publishes or sells an incorrect fare and a Passenger makes a reservation or purchase with such fare, the Company has the right to cancel and refund the Airline Ticket reservation or issuance, or, at the discretion of the Passenger, reissue an Airline Ticket at the correct fare.

(B) (Validity of Airline Tickets)

1. The Passenger must present an Airline Ticket for the Company to check its validity.
2. The Airline Ticket shall be valid during the designated period set forth in the following provision for Carriage by flight from the airport of departure to the airport of Destination via the route printed on the Airline Ticket. Each Flight Coupon is valid for Carriage on a flight for which the Passenger has reserved a seat. If a Flight Coupon is issued without a seat reservation, a seat reservation shall be accepted by the Company, upon submission of an application by the Passenger, according to the applicable fare conditions and seat availability. Valid Airline Tickets must include information on the place of issue and the issue date.
3. Except as otherwise provided in the applicable fare regulations, the validity period of the Airline Ticket shall be, in the event Carriage has commenced, one (1) year calculated from the day following the date on which Carriage commenced, or, in the event the Airline Ticket remains completely unused, one (1) year calculated from the day immediately following the date of issuance of said Airline Ticket. For an Airline Ticket that includes a Flight Coupon subject to a fare with a validity period of less than one (1) year, the validity period of less than one (1) year shall apply only to the corresponding Flight Coupon.
4. The validity period of an EMD is one (1) year from the date of issue. If the EMD is not presented within one (1) year from the date of issue, it cannot be exchanged for an Airline Ticket.
5. Airline Tickets become invalid at midnight on the Airline Ticket expiration date. Provided that travel under each Flight Coupon is commenced by midnight on the expiration date, such travel may, unless otherwise provided in the Company's Regulations, be continued beyond the expiration date.
6. Airline Tickets and EMD that are no longer valid shall be refunded in accordance with the provisions of Article 11 and Article 12.

(C) (Extension of the Airline Ticket Validity Period)

1. In the event the Passenger cannot travel during the validity period of the Airline Ticket due to any of the following reasons, the Company shall, except as otherwise provided in the Company's Regulations, extend the validity period of the Passenger's Airline Ticket to the first Company flight with a seat available, without collecting any additional fare:
  - (a) When the Company cancels a flight for which the Passenger has reserved a seat;
  - (b) When the Company is unable to provide the flight as scheduled due to circumstances beyond what could be reasonably controlled;
  - (c) When the Company does not provide a flight from the Passenger's place of departure, the Destination, or a Stopover location;
  - (d) When the Company causes the Passenger to miss a connecting flight; and
  - (e) When the Company cannot provide a seat on a reserved flight.
2. If a Passenger in possession of an Airline Ticket with a one-year validity period cannot travel during the validity period of the Airline Ticket due to the Company not being able to provide a seat, the Company shall, when the Passenger requests a seat reservation, extend the validity period of the Passenger's Airline Ticket to the first Company flight with a seat available. However, such extension must not exceed seven (7) days calculated from the day immediately following the Airline Ticket expiration date.
3.
  - (a) If the Passenger cannot travel during the validity period of the Airline Ticket due to an illness (not including pregnancy) occurring after commencing travel, the Company may, on the condition that such extension is not prohibited in the Company's Regulations applied to fares paid by Passengers, extend the validity period of the Passenger's Airline Ticket as follows:
    - (i) The validity period of Airline Tickets with a one-year validity period shall be extended to the date on which the Passenger may resume travel as stated in a valid medical certificate. However, if the Company cannot provide a seat on the date on which the Passenger may resume travel, the validity period of the Airline Ticket shall be extended to the first flight of the Company with a seat available departing from the travel resumption point on or after the date on

which the Passenger may resume travel. When the unused Flight Coupons of an Airline Ticket include a Stopover, the validity period of the corresponding Airline Ticket shall, in accordance with the Company's Regulations, be extended for a period of up to three (3) months, commencing on the day immediately following the date on which the said travel can be resumed.

- (ii) The validity period of Airline Tickets with a validity period of less than one (1) year shall, unless otherwise provided in the Company's Regulations, be extended to the date on which the Passenger may resume travel as stated in a valid medical certificate. However, if the Company cannot provide a seat on the date on which the Passenger may resume travel, the validity period of the Airline Ticket shall be extended to the first flight of the Company with a seat available departing from the travel resumption point on or after the date on which the Passenger may resume travel. The extension of the validity period in such circumstances shall not exceed seven (7) days from the day immediately following the date on which the said travel can be resumed, regardless of whether any restrictions apply to the paid fare.

In the case of either (i) or (ii) above, the Company may also extend the validity period of Airline Tickets held by close relatives traveling with the corresponding Passenger.

- (b) Provision (a) above shall not be construed as permitting an extension of the Airline Ticket validity period for a Passenger who has fully recovered from an illness before the expiration of the validity period.

4. If a Passenger dies while traveling, the Company may take measures regarding the Airline Tickets of persons traveling with the said Passenger, such as waiving the minimum travel period or extending the validity period. If a close relative of a Passenger, who has commenced their trip, dies, the Company may similarly waive the minimum travel period or extend the validity period of the Airline Tickets of the Passenger and close relatives traveling with the said Passenger. Such changes require the submission of a legitimate death certificate. Validity period extensions in such cases shall be a maximum of 45 days from the day immediately following the date of death.

(D) (Flight Coupon Usage Order)

1. The Company shall accept the use of Flight Coupons only in accordance with the itinerary order from the place of departure shown on the Airline Ticket.

2. If a Passenger starts or continues their trip from any Agreed Stopping Place, without using a Flight Coupon for the first or any intermediate sector of Carriage, the Company shall, in accordance with the fare regulations, recalculate the fare based on the actual itinerary and undertake the Carriage accordingly.

#### 4. STOPOVERS

Stopovers are, in accordance with the Applicable Laws and the Company's Regulations, permitted at any of the Agreed Stopping Places.

#### 5. FARES AND ROUTES

(A) (General)

Fares apply only to Carriage from the airport of departure to the Destination airport, and do not include ground transportation within the airport area, between airports, or between an airport and the city. However, the foregoing shall not apply if it is expressly stipulated in the Company's Regulations that ground transportation shall be provided at no additional charge.

(B) (Applicable Fares)

- 1 Applicable fares and charges means the fares and charges made public by the Company or its Authorized Agents, or fares and charges calculated in accordance with the Company's Regulations, and, except as otherwise provided in the Applicable Laws, the fares and charges effective on the date of issuance of the Airline Ticket, applied on the date of commencement of Carriage under the first Flight Coupon. If the amount received does not correspond to the applicable fare and charges, the Company shall, as the case may be, either collect the difference from the Passenger or refund the Passenger the difference. The foregoing provision shall not apply, however, in the event the Company has made separate provisions for a Passenger paying a specific fare or charge.
- 2 Except as otherwise provided in these Conditions or Company's Regulations, a fare shall guarantee the Passenger the occupancy of a seat that applies to the corresponding fare. Unless otherwise provided in the Company's Regulations or the Company makes a special exception, each Passenger may occupy no more than one seat onboard the aircraft.

- 3 For Passengers under two (2) years of age who do not occupy a seat and are accompanied by a Passenger aged twelve (12) years of age or older, the Company shall undertake the gratuitous Carriage of such Passengers, limited to one (1) per accompanying Passenger.

(C) (Routes)

Except as otherwise provided in the Company's Regulations, a fare shall apply only to the route published in connection with the fare. In the event there are multiple routes for the same fare, the Passenger can specify the route before the Airline Ticket is issued. If the Passenger does not specify the route, the Company can decide the route.

(D) (Tax and Charges)

Any taxes, fees, or charges imposed by government agencies or airport operators on a Passenger or in connection with a Passenger's use of services or facilities are not included in the published fares or charges, and must be paid separately by the Passenger. Fares and charges include the amount equivalent to the consumption tax (including local consumption tax).

## 6. RESERVATIONS

(A) General

- 1 Reservations are established when a seat is confirmed in the Company's reservation system.
- 2 The Company prohibits reservations made with no intention of actually boarding.
- 3 The name registered in the Company's reservation system cannot be changed to that of another person.
- 4 Changing or cancelling a reservation may be restricted or prohibited for some fares in line with the Company's Regulations.
- 5 Passengers in possession of an unused Airline Ticket or Flight Coupon with no seat reservation, or Passengers who attempt to change a reservation for which an Airline Ticket has been issued to another reservation, shall not be entitled to any priority in respect to making a reservation.

(B) (Seat Reservations)

Seat reservation applications are accepted by the Company's Office at least two (2)

months before the desired boarding date. However, the foregoing shall not apply if the Company has made separate provisions for Passengers paying a specific Passenger fare.

(C) (Deadline for Issuing Airline Tickets)

The Company can cancel the reservations of Passengers who have not been issued an Airline Ticket by the designated ticketing deadline.

(D) (Seat Specification)

The Company may, without prior notice, change the seat specified by the Passenger due to a change in aircraft or any other reason. Such changes include changes to the seat position or seat type.

(E) (Fee for Not Boarding a Reserved Flight)

The Company may, in accordance with the Company's Regulations, demand the payment of a fee from Passengers who fail to board a reserved flight.

(F) (Reservation Cancellations by the Company)

1 The Company may cancel all or part of a Passenger's reservation at the Company's discretion if two or more reservations are made by a single Passenger and any of the following circumstances apply:

- (a) The boarding sectors and boarding dates are identical;
- (b) The boarding sectors are identical, and the boarding dates are in close proximity;
- (c) The boarding dates are identical, while the boarding sectors are different; and
- (d) The Company determines that it cannot reasonably be expected of the Passenger to use all reservations.

2 In the event a Passenger does not board a reserved flight without notifying the Company beforehand, the Company may cancel subsequent reservations or request other Carriers to cancel other flight reservations, including subsequent reservations. In the event a Passenger does not board a reserved flight of another Carrier without notifying the other Carrier beforehand, the Company may cancel reservations for the Company's flights, including subsequent reservations, based on a request by the corresponding Carrier.

3 The Company may cancel all or part of a reservation if the required Passenger information has not been registered by the stipulated deadline.

(G) (Reconfirmation of a Reservation with Another Carrier)

In the event reconfirmation of a reservation is required in the regulations of a Carrier other than the Company, the Company may cancel the reservation for the Company's flight included in the subsequent Carriage sector if the Passenger fails, within the designated period, to reconfirm the reservation for the Carriage sector of the corresponding Carrier.

(H) (Telecommunication Costs)

Costs related to a telephone or other telecommunication means used to make or cancel a reservation shall be borne by the Passenger, except in cases that stipulate that the cost shall be borne by the Company.

(I) (Passenger Information)

The Passenger shall consent to Passenger information being provided to the Company by the Passenger or their Agent, being retained by the Company, and, in cases where the Company deems it necessary, the sending of Passenger information to the Company's sales offices or Company Office, service providers, government agencies, or other parties, for Carriage reservations, the provision of incidental services, use by government agencies, or for such other purposes as the Company considers necessary to facilitate the Passenger's travel.

## 7. BOARDING PROCEDURES

1. The Passenger must arrive at the location specified by the Company by the time specified by the Company (in cases when no particular time is specified, the Passenger should allow sufficient time to complete the boarding procedures before departure of the flight). If the Passenger does not arrive at the location designated by the Company by the stipulated time, or, upon arrival, is unable to depart due to incomplete or deficient required documents, the Company can cancel the reservation of the Passenger, and shall not delay the departure of the flight. The Company shall not be liable for any damages to the Passenger as a result of the Passenger not adhering to the provisions in this Article.

2. The Passenger must sit in their specified seat. The Passenger cannot change seats, even with an accompanying Passenger. The foregoing does not apply, however, if the Company consents to the change.

## 8. INSTRUCTIONS BY THE COMPANY

The Passenger must follow the instructions of the Company's Agents and crew members with respect to boarding, disembarkation, and all other conduct at the airport and onboard the aircraft, as well as the loading, unloading, and stowage of Baggage.

## 9. REFUSAL AND LIMITATION OF CARRIAGE

### (A) (Refusal of Carriage, etc.)

The Company may, based on its reasonable judgment, refuse to carry a Passenger or disembark a Passenger if it determines that any of the following items apply. In such cases, the same treatment shall apply to the Passenger's Baggage. In cases falling under item 5(c), (d), (e), or (f) of this paragraph, in addition to the above measures, the Company may take such measures as it deems necessary to prevent continuation of the relevant conduct. Such measures may include restraining the person engaging in such conduct.

- 1 When necessary for the safety of flight;
- 2 When necessary to adhere to the demands of government and public agencies;
- 3 When the Passenger falls under Article 14(B), item (4) or item (5);
- 4 When the Passenger's conduct, age, or mental or physical condition falls under any of the following:
  - (a) When special treatment by the Company is required, such as when the Carriage of a Passenger exceeds the requirements stipulated by the Applicable Laws and Regulations or imposes an excessive burden that would interfere with the daily operations of the Company;
  - (b) When the Passenger may cause discomfort or inconvenience to other passengers;
  - (c) When there is a risk of harm to the safety or health of the Passenger himself/herself or others;
  - (d) When there is a risk of harm to the aircraft or property;

- (e) When the Passenger interferes with the performance of duties by the Company's Agents or crew members, or fails to comply with their instructions;
  - (f) When the Passenger engages in illegal, disorderly, obscene, or violent behavior;
  - (g) When the Passenger smokes on board (including the use of any smoking devices);
  - (h) When the Passenger uses electronic devices such as mobile phones, portable radios, or electronic games on board without the Company's permission;
  - (i) When the Passenger carries any of the following:  
Weapons (excluding those carried in the course of official duties), gunpowder, explosives, corrosive substances, flammable items, items that may cause nuisance or danger to the aircraft, Passengers, or loaded items, or items or animals unsuitable for carriage by aircraft;
  - (j) When the Passenger is seriously ill or injured;
  - (k) When the Passenger has, or is suspected of having, an infectious disease that may affect the health of the Company's Agents, crew members, or other Passengers;
  - (l) When the Passenger refuses to comply with actions requested by the Company as infection prevention measures;
  - (m) When the Passenger is intoxicated or is deemed to be significantly under the influence of drugs;
  - (n) When the Passenger's hygiene condition is extremely unpleasant or disruptive to other Passengers; and
  - (o) When the Passenger is a child below the age of eight (8) years old and is not accompanied by an adult.
- 5 When the Company determines that, during a previous boarding, the Passenger fell under any of item 4 above and that such conduct is likely to be repeated;
- 6 When the Airline Ticket presented by the Passenger falls under any of the following. In such cases, the Company may invalidate the Airline Ticket:
- (a) An Airline Ticket that was illegally obtained or purchased from a party other than the issuing Carrier or its Authorized Agent;
  - (b) An Airline Ticket reported as lost or stolen;

- (c) A forged Airline Ticket; and
- (d) An Airline Ticket in which any Flight Coupon has been altered by a person other than the Carrier or its Authorized Agent.

7 When the person presenting the Airline Ticket cannot prove that he or she is the person indicated in the "Passenger Name" field on the Airline Ticket. In such cases, the Company may invalidate the Airline Ticket.

8 When there is a risk of the Passenger, despite demands made by the Company, not paying, in whole or in part, the billed fares, charges, or taxes, or fails to fulfill a deferred payment agreement concluded between the Company and the Passenger (or the person purchasing the Airline Ticket).

(B) (Conditional Acceptance of Carriage)

When carrying a Passenger who, based on his or her circumstances, age, or mental or physical condition, may pose a risk or danger to himself or herself, the Company shall not be liable in any way for death or injury, illness or disability, or the aggravation or consequences thereof arising from such circumstances, age, or mental or physical condition.

(C) (Limitation of Carriage)

1 Undertaking the Carriage of an unaccompanied Child or Infant, a person with a physical or mental disability, or a pregnant or sick Passenger shall be done in adherence to the Company's Regulations, and may require prior arrangements with the Company.

2 If there is a risk that the load on the chartered aircraft may exceed its permissible payload, the Company may, in accordance with the Company's Regulations, limit the Passengers or Baggage to be carried.

3 If any of the following apply, to ensure the provision of assistance in the event of an emergency, the Company may refuse to permit the Passenger to occupy a seat by an emergency exit and may reassign the Passenger to another seat. In such cases, if special charges or similar fees prescribed by the Company have been applied, the Company shall refund the special charges already collected, and shall not charge any prescribed fees under the Company's Regulations.

- (a) A person under 15 years of age;

- (b) A person who, due to physical condition, health condition, or other reasons, would be unable to assist in an emergency evacuation, or whose own health would be adversely affected by providing such assistance;
- (c) A person who is unable to understand the evacuation procedures indicated by the Company or the instructions of the agents or crew members; and
- (d) A person who does not consent to provide evacuation assistance.

## 10. ILLEGAL BOARDING

1. The following cases are deemed illegal boarding, and the Company shall collect the fare and charges of the sector illegally boarded by the Passenger, together with twice the equivalent of the most expensive Passenger fare and charges set for the corresponding sector at the time of boarding. However, if the boarding sector cannot be determined, the boarding sector shall be deemed to start from the point of departure of the aircraft that the Passenger boards.

- (a) When the Passenger does not present their Airline Ticket despite being requested to do so by the Company's Agents or crew members, or when the Passenger has travelled beyond the sector specified in the Airline Ticket reservation without the consent of the Company's Agents or crew members;
- (b) When the Passenger intentionally boards with an invalid Airline Ticket; and
- (c) When the Passenger boards, having received special treatment of the applicable fare through a fraudulent declaration.

## 11. REFUNDS

### (A) (General)

- 1 Unless otherwise specified by the Applicable Laws and Regulations, when an Airline Ticket or part of an Airline Ticket has not been used, the Company shall, upon request from the Passenger, give a refund in accordance with this Article and the Company's Regulations, for the corresponding unused Airline Ticket. The Company shall apply the provisions of this Article, which apply to Airline Tickets, to EMDs as well.
- 2 The Company may restrict or refuse refunds for some fares in line with the Company's Regulations.

(B) (Persons Entitled to Receive a Refund)

- 1 Except as otherwise stipulated in this paragraph, the Company shall refund either the person indicated as the Passenger on the Airline Ticket or the person who purchased the corresponding Airline Ticket, on the condition that sufficient evidence is submitted.
- 2 When an Airline Ticket is issued based on payment using a credit card, the Company shall refund the credit card company that issued the credit card.
- 3 The Company shall give a refund when all unused Flight Coupons and e-Ticket Passenger Receipts are submitted to the Company.
- 4 A refund given to persons who submit all unused Flight Coupons and e-Ticket Passenger Receipts and claim to be entitled to a fund as pursuant to items 1 and 2 of this paragraph is a valid refund, and the Company bears no liability to make a further refund to the lawful person entitled to such a refund.

(C) (Refund Period)

The refunding of fares, taxes, charges, or other such fees shall not be made after 30 days have passed from the date immediately following the expiration date of the Airline Ticket.

(D) (Cases in Which Refunds Are Refused)

The Company shall not give a refund if the Passenger was refused Carriage or was instructed to disembark the aircraft according to either items 6 or 7 in Article 9 (A).

(E) (Refunds Made by the Company)

Except as otherwise provided in the Company's Regulations, the Company shall refund the Passenger at the Passenger's convenience, only when the Company or an Authorized Agent initially issues the Airline Ticket.

## 12. CHANGES/REFUNDS AT THE PASSENGER'S CONVENIENCE

(A) (Changes)

1. A Change in Route or Other Detail may be restricted or prohibited for some fares in line with the Company's Regulations.
2. In any of the following cases, the Company shall, upon request by the Passenger, undertake a Change in Route or Other Detail for unused Airline Tickets and Flight Coupons:
  - (a) When the Company issues the corresponding Airline Ticket;

(b) When the Company is the original issuing Carrier printed in the issued by section of the Airline Ticket;

(c) When any of the following cases apply:

(i) When the Company is specified as the Carrier in the Carrier section of the unused first sector Flight Coupon in which a Change in Route or Other Detail is made;

(ii) When the Company transfers the handling rights from another Carrier for the corresponding unused Flight Coupon; and

(iii) When the Carrier is not specified in the Carrier section on the corresponding unused Flight Coupon.

However, in either (i), (ii), or (iii) above, if the Carrier who issued the Airline Ticket is specified as the Carrier for the first or subsequent sectors in which a Change in Route or Other Detail is made, the right to handle the Airline Ticket must be transferred from the corresponding issuing Carrier.

3. After Carriage has commenced, the following provisions shall apply:

(a) When adding Carriage sectors, if a request is not made before arriving at the Destination printed on the submitted Airline Ticket, the Company shall not provide additional carriage at a through fare, combining the additional sector and the original sector as a single continuous fare.

(b) In the case of Airline Tickets issued with a round-trip discount fare where, as a result of a Change in Route or Other Detail, the new itinerary no longer meets the conditions applied to round-trip discount fares, the round-trip discount fare can no longer be applied, even for sectors for which Carriage has already been completed.

4. The fare and charges that apply after a Change in Route or Other Detail shall be the fare and charges applicable for the date Carriage commences, on the date the Airline Ticket is issued. However, in the event the Airline Ticket, for which the Passenger has requested a Change in Route or Other Detail, is unused, the fare and charge applied according to the Company's Regulations and fare regulations may be deemed a valid fare and charge when changing the Airline Ticket.

5. The Company shall collect from the Passenger the difference between the fares and charges applicable after a Change in Route or Other Detail and the fares and charges originally paid by the Passenger, or, when an amount should be refunded, arrange a refund to the Passenger in accordance with Article 11 and paragraph (B) of this Article.

6. The expiration date of an Airline Ticket newly issued due to a change made to the

route, Carrier, or flight shall be the expiration date of the Airline Ticket before the change was made. However, if the Passenger requests a Change in Route or Other Detail with respect to an unused Airline Ticket, the applicable expiration date shall be calculated based on the date of issue of the Airline Ticket after the change.

7. The time limits for cancellation of reservations and fees applicable to cancellation or changes shall, as per the provisions of the Company's Regulations, apply to a Change in Route or Other Detail at the request of the Passenger.

(B) (Refunds)

1. In addition to refunds at the Passenger's convenience, in the event the Passenger is refused Carriage or instructed to disembark the aircraft under the provisions of Article 9 (A)-8, the refund amount shall be as follows:
  - (a) If no part of the journey has been undertaken, the refund amount shall be calculated by subtracting the applicable fee specified in the Company's Regulations from the paid fares and charges; and
  - (b) In the event a part of the journey has been taken, the refund amount shall be calculated by subtracting the predetermined fee stipulated in the Company's Regulations from the difference between the paid fare and charge and the fare and charge applied to the sector for which the Airline Ticket was used.

### **13. CHANGES/REFUNDS FOR REASONS OTHER THAN THE PASSENGER'S CONVENIENCE**

(A) (Schedules)

1. The Company shall make its utmost efforts, within reasonable limits, to carry the Passenger or Baggage in accordance with the schedule in effect on the date of travel; however, the times shown in timetables or elsewhere are scheduled times only and are not guaranteed, and do not form part of the contract of Carriage. The flight schedule may change without prior notice. The Company shall bear no liability whatsoever for any resulting disruption to the Passenger or their Baggage in connecting to another flight.
2. The Company may change the Carrier or the aircraft without prior notice for Carriage to be undertaken by the Company.
3. The Company may, without prior notice, cancel, discontinue, reroute, defer, or delay flights or any subsequent right to Carriage or reservation in connection therewith, and make decisions on whether takeoff or landing should be carried out. In such cases, the

Company shall adhere to items 3 and 4 of paragraph (B) in this Article and items 3 and 4 of paragraph (C) in this Article, and shall bear no other liability whatsoever.

(B) (Changes and Refunds Resulting From a Force Majeure)

1. A force majeure means any of the following events:
  - (a) Facts beyond the Company's control (including, but not limited to, force majeure such as weather conditions, natural disasters, strikes, riots, civil disturbances, prohibitions on entry or departure from ports, war, hostile acts, and civil unrest) that have actually occurred, are likely to occur, or have been reported as occurring, or delays, demands, conditions, circumstances, or requirements directly or indirectly arising therefrom;
  - (b) Facts that could not be predicted, anticipated, or foreseen;
  - (c) Applicable Laws; and
  - (d) Shortages of labor, fuel, or facilities, or labor-related issues of the Company or other parties.
2. The Company shall, at the discretion of the Passenger, take the measures outlined in items 3 or 4 below in the following cases resulting from a force majeure:
  - (a) When the Company cancels a flight;
  - (b) When the Company is unable to provide the flight as scheduled due to circumstances beyond what could be reasonably controlled;
  - (c) When the flight does not call at the Passenger's Destination or Stopover location; and
  - (d) When the Passenger cannot be provided with a seat for the flight he/she reserved, or when a force majeure caused the Passenger to miss a connection flight he/she had reserved.
3. Changes
  - (a) The Passenger and Baggage shall, depending on the Company's aircraft with seats available, be carried to the Destination or Stopover location indicated on the Airline Ticket, or to a nearby airport specified by the Company.
  - (b) In the event the Destination indicated on the Airline Ticket is changed after the aircraft takes off, the Company shall, at its discretion, arrange for the Carriage of the Passenger and Baggage to the Destination or Stopover point indicated on the Airline Ticket by any of the following means:
    - (i) A Company aircraft for which there are seats available;
    - (ii) Another company's aircraft for which there are seats available; and

(iii) Another transport organization.

(c) No adjustment shall be made for any difference in Passenger fare or charges in the case of (a) and (b) above.

4. Refunds

Refunds shall be made in accordance with the refund calculation set forth in item 4 of paragraph (C).

(C) (Changes and Refunds Made at the Company's Convenience)

1. The Company's convenience means any reason excluding those specified in paragraph (B) of this Article.

2. The Company shall, at the Passenger's discretion, take the measures outlined in items 3 or 4 below in the following cases resulting from the Company's convenience:

(a) When the Company cancels a flight;

(b) When the Company is unable to provide a flight as scheduled due to circumstances beyond what could be reasonably controlled;

(c) When the flight does not call at the Passenger's Destination or Stopover location; and

(d) When the Passenger cannot be provided with a seat for the flight he/she reserved, or when a force majeure causes the Passenger to miss a connection flight he/she had reserved.

3. Changes

(a) The Company shall carry the Passenger and their Baggage to the Destination or Stopover location indicated on the Airline Ticket by any of the following means selected by the Company:

(i) A Company aircraft;

(ii) Another company's aircraft for which there are seats available; and

(iii) Another transport organization.

(b) No adjustment shall be made for any difference in Passenger fare or charges in the case of (a) above.

(c) In the event a Passenger cannot board the Company's flight, for which it reserved a seat, to make a connection, due to the failure of a Carrier carrying the Passenger, who is to make a connection to a Company flight, not operating its flight as scheduled, or due to a change in the schedule of such flight, the Company shall not be liable for the Passenger being unable to make their connection.

#### 4. Refunds

(a) In addition to the Company's convenience stipulated in this Article, in the event the Passenger is refused Carriage or instructed to disembark the aircraft under any of the provisions of Article 9 (A)-1 through 6, if the Passenger was unable to utilize the Carriage under the Passenger's Airline Ticket, the refund amount shall be as follows:

- (i) The paid fare amount, in the case the Passenger has not traveled at all; and
- (ii) If a part of the trip has been taken, the difference between the fare paid and the fare for the sector for which Carriage has been fulfilled.

#### (D) (Boarding Restrictions Due to Overselling or Other Such Circumstances)

If, due to circumstances attributable to the Company, the number of passengers requesting boarding on a reserved flight (limited to those who, at the Company's airport office, have presented an Airline Ticket with a valid confirmed reservation and have requested boarding, by the time specified by the Company) exceeds the seating capacity of such flight and seats can no longer be provided to some Passengers as a result, the Company shall solicit Passengers holding valid seat reservations, who in response to the Company's request for cooperation, voluntarily agree to forgo boarding the reserved flight. In the event there are insufficient Passengers willing to forgo boarding, the Company may refuse to let the Passenger board, based on the boarding priority order stipulated by the Company. In addition to the treatment stipulated in items 3 and 4 of paragraph (C) in this Article, the Company shall pay the fixed subsidy stipulated by the Company to these Passengers.

## 14. BAGGAGE

### (A) Limitations on Acceptance of Baggage

1. The Company shall not accept the following items as Baggage:

- (a) Items that do not fall under Baggage as defined in Article 1;
- (b) Items that may pose a danger to the aircraft, human life, or other property, such as items outlined in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA), as well as the Company's Regulations;

- (c) Items that the Company deems unsuitable for Carriage due to their nature, such as weight, size, shape, fragility, or susceptibility to deterioration or decay;
  - (d) Live animals; Provided, however, that this shall not apply where carriage is accepted pursuant to paragraph (J) of this Article;
  - (e) Human remains;
  - (f) Firearms, swords, and other such weapons. The foregoing provision shall apply except as otherwise provided in the Company's Regulations.
  - (g) Any other items that the Company deems unsuitable for carriage as Baggage.
2. The following items shall not be accepted as carry-on Baggage:
    - (a) Firearms, swords, and similar items, as well as imitation explosives (such as pistol-shaped lighters or grenade-shaped lighters); and
    - (b) Any other items that the Company deems capable of being used as weapons (such as bats, golf clubs, ice skates, etc.)
  3. The Company may refuse to carry, as Baggage, any items prohibited from carriage under items (1) and (2) of this paragraph, and may take any measures it deems necessary. The Company may also refuse onward carriage of such items upon discovery.
  4. The Company shall accept fragile or perishable items; money, jewelry, platinum, gold, and other precious metals; negotiable instruments, securities, banknotes, revenue stamps; works of art, antiques, and other valuable property; documents, passports, or other travel documents required for identification; or samples as Checked Baggage.
  5. The Company may refuse to carry Baggage as Checked Baggage if such Baggage is not properly packed in suitcases or other containers so as to withstand normal handling during carriage.
  6. Regardless of whether or not items are prohibited from carriage as Baggage, if items specified in items (1) and (2) of this paragraph are carried, the Charges, limits of liability, and other provisions applicable to Baggage carriage under these Conditions shall apply.

(B) (Security Inspection)

1. Passengers and Baggage shall be subject to security inspection; provided, however, that this shall not apply where a governmental or public authority, airport personnel, or the Company specifically determines that such inspection is unnecessary.
2. For reasons of aviation security (including the prevention of unlawful seizure, control, or destruction of aircraft) or for other reasons, the Company shall inspect Baggage by

means of opening and inspection or other methods, in the presence of the Passenger or a third party as requested. The Company may also inspect, even without the presence of the Passenger or a third party, whether the Passenger possesses, or whether Baggage contains, any items falling under the prohibited or restricted items of Baggage specified in paragraph (A), items (1) and (2) of this Article.

3. For reasons of aviation security (including the prevention of unlawful seizure, control, or destruction of aircraft) or for other reasons, the Company shall inspect items worn by the Passenger by means of contact over clothing or the use of metal detectors or similar devices.
4. If a Passenger refuses to comply with the inspection set forth in item (2) of this paragraph, the Company shall refuse to load the relevant Baggage.
5. If a Passenger refuses to comply with the inspection set forth in item (3) of this paragraph, the Company shall refuse boarding by such Passenger.
6. If, as a result of the inspections set forth in items (2) and (3) of this paragraph, any items falling under the prohibited or restricted items of Baggage specified in paragraph (A), items (1) and (2) of this Article are discovered, the Company may refuse the carrying or loading of such items, or may dispose of them.

(C) (Checked Baggage)

1. Except as otherwise provided in the Applicable Laws or the Company's Regulations, in the event a Passenger presents a valid Airline Ticket issued for Carriage solely on the Company's routes or for Carriage spanning the Company's routes and the routes of another Carrier, the Company shall accept, as Checked Baggage, Baggage handed to the specified office of the Company by the time specified by the Company, for Carriage via the route stated on the Passenger's Airline Ticket. However, in the following cases, the Company shall not accept items as Checked Baggage:
  - (a) When Baggage is tendered for Carriage to a location distant from the Destination specified on the Airline Ticket or Carriage via a route not specified on the Airline Ticket;
  - (b) When, except as otherwise provided in the Company's Regulations, Baggage is tendered for Carriage beyond a Stopover location, and when Baggage is tendered for Carriage beyond the point at which the Passenger transfers to a connecting flight departing from an airport different from the airport of arrival;
  - (c) When Baggage is tendered for Carriage beyond the point where baggage is transferred to a Carrier with whom the Company has not entered into a Baggage

Carriage agreement, or to a Carrier whose conditions of Baggage Carriage differ from those of the Company;

- (d) When Baggage is tendered for Carriage for a sector for which the Passenger does not have a seat reservation;
  - (e) When all or some Baggage is tendered for Carriage beyond the point at which the Passenger requests the Baggage to be returned; and
  - (f) When Baggage is tendered for Carriage for a sector for which the Passenger has not paid the applicable charges.
2. Upon accepting Checked Baggage, the Company shall register the number and weight of such Checked Baggage in the Company's database and shall issue a Baggage Identification Tag for each piece of Checked Baggage.
  3. If Checked Baggage does not have the name, initials, or other identifying personal markings attached, the Passenger shall attach such identification prior to entrusting the Baggage to the Company for carriage.
  4. The Company shall, wherever possible, carry the Checked Baggage together with the Passenger on the same aircraft as the Passenger who checked in the Baggage. However, if the Company determines the foregoing to be difficult, transportation may be provided on an alternative flight with available capacity or by another transport organization.
  5. The Company shall accept items exceeding the following limits as Checked Baggage only when prior notice has been given by the Passenger and the Company has given its consent:
    - (a) The total of the maximum length, maximum height, and maximum width (hereinafter "the sum of three dimensions") of each item is 203 centimeters or less, and the item can be stored in the cargo hold of the aircraft on which the Baggage is carried;
    - (b) Items weighing no more than 32 kilograms per item; and
    - (c) Items for which the total weight does not exceed 100 kilograms.

When the Company accepts such items for carriage, the Company shall charge the fees prescribed in the Company's Regulations. The Company shall not accept for carriage items for which the sum of three dimensions exceeds 292 centimeters or which weigh more than 45 kilograms per item.

(D) (Carry-on Baggage)

1. Except as otherwise provided in these Conditions, for each Passenger, the Company

shall permit, within the following scope, personal belongings (the sum total of the three dimensions must be 100 centimeters or less) held and retained by the Passenger, as well as other items stipulated in the Company's Regulations, as Carry-on Baggage:

- (a) One (1) piece;
- (b) The weight does not exceed 10 kilograms; and
- (c) The sum of the three dimensions does not exceed 100 centimeters, and the item can be stowed in the overhead storage compartment or under the seat in front of the Passenger.

However, notwithstanding the provision above, Baggage that the Company determines cannot be safely stowed in the cabin shall not be permitted to be carried into the cabin.

2. For each Passenger, the Company shall permit the carriage into the cabin of one (1) personal item as prescribed in the Company's Regulations.
3. The total weight of the carry-on Baggage and personal item permitted under items (1) and (2) above shall not exceed 10 kilograms.
4. With respect to items that are unsuitable for carriage in the cargo compartment (such as fragile musical instruments), the Company shall accept carriage in the cabin only when sufficient prior notice has been given and the Company has approved such carriage. In such cases, the Company shall charge the fees prescribed in the Company's Regulations for the carriage of such Baggage.

(E) (Free Baggage Allowance)

1. The free Baggage allowance for each Passenger is based on each set of fare regulations. Each free Baggage allowance is printed on the e-Ticket Passenger Receipt. The Carry-on Baggage stipulated in item 1 of paragraph (D) in this Article shall be free of charge.
2. With respect to Infants who do not occupy a seat, the free Baggage allowance stipulated in the previous paragraph shall not apply, and the Baggage of the Infant shall be regarded as the Baggage of the accompanying Passenger.
3. When two or more Passengers traveling on the same flight consign their Baggage to the Company at the same time for Carriage to the same Destination, the Company may, at the Passenger's request, the free Baggage allowance for each person in terms of pieces be combined and the allowance aggregated for all the Passengers traveling together.
4. In order to assist Passengers with foldable strollers, portable cradles, and child seats to be used by Infant and Child Passengers, as well as Passengers with physical

disabilities, the Company will provide, free of charge, wheelchairs and other such equipment to be used by the Passenger, without including it in their free Baggage allowance.

(F) (Special Free Baggage Allowance)

In addition to the free Baggage allowance stipulated in the previous paragraph, the Company shall, only where held and retained by the Passenger, shall carry the personal belongings stipulated in the Company's Regulations as Baggage free of charge.

(G) (Excess Baggage)

1. The Company collects the charge stipulated in the Company's Regulations, for Baggage that exceeds the applicable free Baggage allowance stipulated in item 1 of paragraph (E) in this Article.
2. Unless prior arrangements have not been made, the Company may carry Baggage that exceeds the applicable free Baggage allowance on a separate flight or transport it using another transport organization.
3. The payment or refunding of the excessive Baggage charge in the event the route or other such detail is changed shall be done in accordance with Article 12 (A)-5. The refunding of the excessive Baggage charge in the event Carriage is cancelled shall be done in accordance with Article 12 (B)-1. Payments and refunds in the event of a Carriage cancellation due to a reason other than the Passenger's convenience, or a Change in Route or Other Detail, shall be done in accordance with items 3 and 4 of Article 13 (B), as well as items 3 and 4 of Article 13 (C).
4. When the Carriage of the Baggage is cancelled before the specified time, a full refund shall be given for the excess Baggage fee collected for the cancelled Carriage sector.

(H) (Declaration of Baggage in Excess of the Limit of Liability and Ad Valorem Charges)

1. Where the value of Baggage exceeds the limits of liability prescribed in Article 18 (C)-5, the Passenger may declare the value of such Baggage. Where such a declaration is made, the Company shall collect an ad valorem charge for the carriage performed by the Company.
  - (a) A charge of 10 yen shall be collected for each excess value of 10,000 yen.
2. Except as otherwise provided in the Company's Regulations, the Passenger may pay the ad valorem charge at the place of departure for the itinerary up to the Destination. However, in the event a sector of the Carriage is undertaken by another Carrier with a

different ad valorem pricing system from the Company, the Company may refuse the declaration stipulated in the preceding provision for the corresponding sector.

3. In the event all travel sectors are cancelled, the entire ad valorem charge shall be refunded for the cancelled Carriage sectors. If part of the Carriage has already been completed, the Company shall not refund the ad valorem charge.

(I) (Receipt and Delivery of Baggage)

1. The Passenger shall, at his or her own responsibility, verify the numbers on the Baggage Identification Tag (including the Baggage claim stub and Baggage tag) and receive Checked Baggage at the place of arrival or Stopover. At such time, the Company may require the Passenger to present the Baggage claim stub.
2. The Company shall deliver Baggage only to the holder of the Baggage claim stub issued at the time the Baggage was accepted. The Company shall not be obligated to verify whether the holder of the Baggage is the person rightfully entitled to receive the Baggage. The Company shall not be liable for any damage arising from its failure to verify whether such holder is the rightful person entitled to receive the Baggage.
3. If Baggage cannot be received in accordance with the procedure set forth in the preceding item, the Company shall deliver the Baggage only when the person sufficiently proves to the Company that he or she is the person rightfully entitled to receive the Baggage, and, if requested by the Company, provides sufficient assurance to indemnify the Company for any damage the Company may suffer as a result of such delivery.
4. Where there are no restrictions under Applicable Laws, and where circumstances otherwise permit, the Company may, at the request of the holder of the Baggage claim stub, deliver Checked Baggage at the place of departure or at an unscheduled stopping place.
5. If the holder of the Baggage claim stub receives Baggage without making any objection in writing at the time of delivery, such Baggage shall, unless proven otherwise, be presumed to have been delivered in good condition and in accordance with the contract of carriage.
6. If Baggage is not claimed for a reasonable period of time after arrival, the Company may dispose of such Baggage as it deems appropriate. All damage and expenses arising in such cases shall be borne by the Passenger.

(J) (Animals)

1. The Company shall, in accordance with the Company's Regulations, undertake the Carriage of domesticated animals such as dogs, cats, small birds, and other pets placed in an appropriate container by the Passenger.
2. When the Company accepts carriage of animals, such animals, together with their containers and food, shall not be included in the free baggage allowance of the Passenger, shall be treated as excess Baggage, and the Passenger shall pay the Charges prescribed in the Company's Regulations.
3. Notwithstanding the preceding item, the Company shall, in accordance with the Company's Regulations, accept the gratuitous Carriage of dogs accompanying a Passenger with physical disabilities for the purpose of assisting such Passenger, together with their containers and food, without being counted towards the Passenger's regular free Baggage allowance.
4. The Company accepts the Carriage of pets on the condition that the Passenger complies with the Company's Regulations and assumes all responsibility for such animals. The Company shall not be liable in any way for injury, illness, or death arising from the inherent characteristics of such animals. If an animal causes damage to the Company or other Passengers, the Passenger shall be responsible for compensating such damage.

## **15. GROUND TRANSPORTATION SERVICES**

Except as otherwise provided in the Company's Regulations, the Company shall not arrange, operate, or provide ground transportation within airport areas, between airports, or between airports and city areas. Unless directly provided by the Company, ground transportation shall be performed by independent carriers, and such carriers shall not be agents or employees of the Company, nor shall they be deemed agents or employees of the Company. Even if Agents of the Company assist a Passenger in arranging ground transportation, the Company shall not be liable in any way for any act or omission of such Carriers. When the Company itself provides ground transportation for a Passenger, the Company's Regulations, including those stated or referenced in the Passenger's Airline Ticket and arrangements relating to Baggage value, shall also apply to such ground transportation. Even if the Passenger does not use such ground transportation, the Company shall not refund any portion of the fare.

## 16. ARRANGEMENTS MADE BY THE COMPANY

If the Company arranges accommodation or other services incidental to Carriage for a Passenger, the Company shall not be liable even if the Passenger suffers loss or damage or incurs expenses arising from the use or arrangement of such accommodation or other services, irrespective of whether the Company bears the costs required for such use or arrangement.

## 17. SUCCESSIVE CARRIERS

1. Carriage carried out by multiple Carriers in succession shall be treated as a single Carriage under one (1) Airline Ticket, or one (1) Airline Ticket and Related Airline Tickets issued in conjunction therewith.
2. Regardless of whether the Company is the Carrier that issues the ticket, or is specified as the Carrier performing Carriage of the first sector on the Airline Ticket or on Related Airline Tickets involving successive Carriers, except as otherwise provided in these Conditions, the Company shall not be liable for the sectors for which another Carrier performs Carriage.
3. The liability of each Carrier involved in the Passenger's itinerary shall be subject to the Carriage Conditions of each Carrier.

## 18. CARRIER'S LIABILITY

### (A) (Applicable Laws)

1. All Carriage and other services provided by the Company shall adhere to the following provisions:
  - (a) Applicable Laws;
  - (b) These Conditions and the Company's Regulations (which may be inspected at the Company's Office.)
2. The Carrier's official name and code are included in the Carrier's regulations, and the Carrier's name may be abbreviated on the Airline Ticket. The address of the Carrier shall be the departure airport printed in the same line as the name and code of the first Carrier on the Airline Ticket, and the Agreed Stopping Places, which may be changed by the Carrier if necessary, shall be the places defined in Article 1.

### (B) (Death of or Bodily Injury to Passengers)

1. The Company shall be liable for damages arising from the death of or injury to a Passenger, or other physical disability, where the accident or event causing such damage occurred on board the aircraft or in the course of operations for boarding or disembarking.
2. The Company shall not be liable where it is proven that the Company and its Agents took all necessary measures to prevent the damage, or that it was impossible to take such measures.

(C) (Damage to Baggage)

1. The Company shall be liable for damage arising from the destruction, loss, or damage to Checked Baggage where the accident causing such destruction, loss, or damage occurred on board the aircraft or during the period in which the Baggage was under the control of the Company.
2. The Company shall not be liable where it is proven that the Company and its Agents took all necessary measures to prevent damage to Checked Baggage, or that it was impossible to take such measures.
3. The Company shall be liable for damage arising from destruction, loss, misplacement, or damage to carry-on Baggage or other items carried or worn by the Passenger only where it is proven that the Company or its Agents were negligent.
4. The Company shall not be liable in any way for damage to carry-on Baggage not caused by the Company's negligence. Any assistance provided by the Company's Agents or crew members to the Passenger in loading, unloading, or transferring carry-on Baggage shall be merely a service.
5. The Company's limit of liability for Baggage shall be limited to 150,000 yen per Passenger.
6. The limit set forth in item 5 above shall be the declared value if the Passenger has declared a higher value in advance and paid the ad valorem charge in accordance with Article 14 (H).
7. In all cases, the Company's liability shall not exceed the actual loss suffered by the Passenger and the actual value of the Baggage. In making a claim for damages, the Passenger must prove the amount of damage.
8. The Company shall not be liable for damage arising from destruction, loss, misplacement, or damage to Baggage or other items of the Passenger entrusted to the Company for custody, where such damage arises solely from the inherent defect, quality, or flaw of such Baggage or items, whether or not the Company was aware of

the inclusion thereof.

9. The Company shall not be liable for damage to Baggage caused by the contents of the Passenger's Baggage. If a Passenger, by means of his or her own property, causes damage to another Passenger's Baggage or to the Company's property, such Passenger shall compensate the Company for all losses and expenses incurred thereby.
10. The Company may refuse to accept items that do not constitute Baggage under these Conditions. However, if the Company accepts such items, they shall be subject to the application of Baggage value and limits of liability, as well as the application of the Company's published rates and Charges.

(D) (Limits of Liability)

1. The limits of liability prescribed in this Article shall not apply where it is proven that the damage was caused by the willful misconduct or gross negligence of the Company or its Agents. Provided, however, that in the case of willful misconduct or gross negligence of an Agent, it must further be proven that such Agent was acting in the course of his or her duties.
2. In the event the Company issues an Airline Ticket or accepts Baggage for the sector for which Carriage is to be undertaken by another Carrier, the Company shall carry out such acts solely as an Agent for the respective Carrier. The Company shall not be liable for any damages that occur outside of the sectors that it undertakes the Carriage of. The Company shall also not be liable for any damages to Checked Baggage that occur outside of the sectors that it undertakes the Carriage of.
3. If the Company proves that the negligence or wrongful act or omission of the Passenger caused or contributed to the damage, the Company shall be wholly or partially exonerated from liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.
4. The Company shall not be liable in any way for damage directly or indirectly arising from the Company's compliance with Applicable Laws, from the Passenger's failure to comply therewith, or from causes beyond the Company's control.
5. The Company shall not be liable in any way for indirect or special damages, or punitive damages, arising from carriage conducted in accordance with these Conditions and the Company's Regulations, regardless of whether or not the Company foresaw the occurrence of such damage.
6. If the Company suffers damage due to the willful misconduct or negligence of the Passenger, or due to the Passenger's failure to comply with these Conditions of

Carriage and the rules established thereunder, such Passenger shall compensate the Company for such damage.

7. In the event the Carrier is changed at the consent of the Company and the Passenger boards the route of another Carrier with an Airline Ticket of the Company, such Carriage shall be subject to the carriage conditions of the other Carrier, and the Company shall not be liable whatsoever for the Carriage.
8. Except as otherwise provided in these Conditions, the Company reserves all defenses available under the Applicable Laws. The Company reserves all rights of recourse, in whole or in part, against any third party with respect to all payments made.
9. All provisions in these Conditions and the Company's Regulations relating to exemption from or limitation of the Company's liability shall also apply to the Company's Agents acting in the course of their duties, as well as to the owners of aircraft used by the Company for carriage and their employees acting in the course of their duties. The total amount of compensation that may be claimed against the Company's Agents shall not exceed the limits prescribed in these Conditions.

## **19. TIME LIMIT FOR CLAIMS FOR DAMAGES**

In the event of damage to Baggage, no claim for damages shall be recognized unless the person entitled to receive delivery of such Baggage lodges an objection with the Company's office immediately upon discovery of the damage (and in any event no later than within seven (7) days from the day following the date of receipt). In the event of delay, loss, or destruction, no claim for damages shall be recognized unless an objection is lodged within twenty-one (21) days from the day following the date on which the Baggage was received (in the case of delay) or the date on which the Baggage should have been received (in the case of loss or destruction). All objections shall be made in writing and dispatched within the periods specified above.

1. That the claimant was unable to give such notice for a justified reason;
2. That such notice was not given due to an act or omission of the Company; and
3. That the Company was aware of the damage to the Passenger's Baggage.

## **20. GOVERNING LAW AND COURT OF JURISDICTION**

1. The provisions of these Conditions of Carriage shall be interpreted in accordance with the laws of Japan, and the laws of Japan shall be applied for any matters not stipulated within these Conditions.

2. With respect to any Carriage-related dispute based on these Conditions, regardless of the identity of the claimant or the legal basis for the claim for damages, the courts of Japan shall have exclusive jurisdiction, and all proceedings shall be done in accordance with the laws of Japan.

#### **21. CLASS ACTION WAIVER**

Except as will be prohibited by the Applicable Laws, Passengers may take legal action against the Company only in an individual capacity, and cannot file a class action lawsuit.

#### **22. INVALIDITY DUE TO VIOLATION OF LAWS**

If any provision of an Airline Ticket, or these Conditions and the Company's Regulations is found to violate the Applicable Laws and is rendered invalid, such provision shall nevertheless remain effective to the extent that it does not conflict therewith. The invalidity of any provision shall not affect the validity of the remaining provisions.

#### **23. AMENDMENTS AND WAIVER**

No Agent of the Company shall have authority to amend or revise any provision of the contract of carriage or these Conditions and the Company's Regulations, or to waive any right thereunder.

### **SUPPLEMENTARY PROVISIONS**

#### **1. EFFECTIVE DATE**

These Conditions of Carriage shall apply to the Carriage of Passengers or Baggage commencing on or after May 19, 2026.