

Lift and Ropeway Rules and Regulations

Article 1: Scope of Application

- 1.1 The lift and ropeway business operated by **Tohoku Resort Service Co., Ltd.** (hereinafter, “the Company”) shall be governed by these Rules and Regulations, and any matter not set forth herein shall be governed by laws and regulations.
- 1.2 If the Company accepts a special agreement with respect to any of the provisions hereof within the scope not against the purpose hereof, laws and regulations, such the special agreement shall prevail, notwithstanding the relevant provision.

Article 2: Staff Instructions

Passengers shall follow the instructions given by staff when using our lifts and ropeways to ensure the safety of transportation and maintain order.

Article 3: Acceptance of Transportation

- 3.1 The Company shall accept the transportation of passengers except when refusing transportation pursuant to the provisions of the following Article and when limiting transportation pursuant to the provisions in Article 5.
- 3.2 The operating period and timetables shall be set forth separately and posted in our business locations and at lift/ropeway stops, etc.

Article 4: Refusal of Transportation

The Company may refuse the transportation of passengers in any of the following cases:

- (1) If the application for transportation is not based on these Rules and Regulations;
- (2) If there is no equipment suitable for the relevant transportation;
- (3) If a special burden is demanded by the applicant with respect to the relevant transportation;
- (4) If the relevant transportation is against laws and regulations, public order, or good morals;
- (5) If it is deemed that a passenger is intoxicated, etc., and hinders transportation safety;
- (6) If the passenger carries any article prohibited by laws or regulations;
- (7) If there is any difficulty in transportation due to a natural disaster or any other unavoidable circumstances;
- (8) If the passenger does not follow the instructions given by staff;
- (9) If there is any other valid reason aside from those listed above.

Article 5: Limitation on Transportation

The Company may limit the number of passengers or personal belongings if there is any difficulty in transportation due to weather or any other unavoidable circumstances.

Article 6: Possession of Tickets

Passengers may not get on board without tickets as prescribed.

Article 7: Issuance of Tickets

The Company shall issue tickets at ticket offices, etc.

Article 8: Validity of Tickets

- 8.1 Tickets are valid only when used pursuant to the conditions stated on the ticket. However, multi-day passes and time-based tickets, etc., shall be valid only when used by the same person.
- 8.2 If the Company changes the fare, tickets issued prior to the change shall be valid for the original period of use regardless of the fare amount displayed on the ticket.

Article 9: Invalidation of Tickets

Tickets corresponding to any of the following shall be held invalid:

- (1) Tickets whose valid periods have ended;
- (2) Tickets that have been resold or lent out and those that have been modified or altered by a passenger or other person;
- (3) When tickets indicating a name are used by a person other than such person;
- (4) Tickets acquired by illicit means;
- (5) Original ticket in case the ticket has been rewritten or reissued;
- (6) Tickets that have been defaced to the extent that the items on the ticket cannot be deciphered.

Article 10: Presentation and Punching, etc. of Tickets

Staff may ask a passenger to present his or her ticket to verify it, punch it, tear the relevant portion off or collect it.

Article 11: Fares, Charges and Methods of Application

The fares and charges received by the Company from passengers and their accompanying methods of application shall be as described in our places of business and ticket offices.

Article 12: Handling of Passengers When Operation is Suspended

The Company shall assume responsibility for undertaking the necessary measures to continue transportation for passengers who have purchased tickets after resuming operation in case service is suspended due to the weather or any other unavoidable circumstances.

Article 13: Extra Fares, etc.

- 13.1 The Company shall charge passengers corresponding to any of the following the regular fares and charges of the ticket held and extra fares and charges of the same amount.
- (1) When an invalid ticket is used pursuant to the provisions of Article 9;
 - (2) When tickets are used as means for an illicit ride.
- 13.2 Notwithstanding the provisions of the preceding clause, the Company shall charge the passenger holding a season pass or other ticket extra fare pursuant to regulations stipulated separately when said ticket has become invalid based on any of the provisions set forth in Article 9.

Article 14: Refund of Fares, etc., in Case of Inoperability, Delays, etc., and Other Claims

- 14.1 If the lift or ropeway cannot be operated due to the weather or through the responsibility of the Company, refunds shall be made in accordance with provisions stipulated separately. However, this shall not apply if operation is temporarily suspended due to wind, rain, snow, fog, etc., to ensure transportation safety.
- 14.2 When operation is not possible, or is delayed, or boarding is not possible due to a malfunction, etc., the Company shall not be liable for any direct or indirect damages to passengers or other relevant persons, and therefore such passengers or other relevant persons may not make any claims to the Company. Excluding the provisions set forth in the preceding clause, this applies regardless of whether the cause is due to reasons attributable to the Company or otherwise.

Article 15: Loss of Ticket

If a passenger loses his or her ticket and the Company is unable to confirm the facts, the passenger must purchase a new ticket.

Article 16: Reissuance of Tickets, etc.

The Company shall not reissue lift/ropeway tickets, coupon tickets, multi-day passes or season passes, etc., that have been lost by the passenger. However, the Company shall issue

a new ticket with the same validity as the original ticket upon a passenger's request after said passenger has submitted a certificate from the relevant public office verifying loss due to a natural disaster or other circumstances.

Article 17: Beginning and End of Responsibility

The Company's responsibility toward the passenger shall begin when the passenger gets on the lift/ropeway and end when the passenger gets off the lift/ropeway.

Article 18: Matters to be Complied with by Passengers

Passengers must comply with the following provisions.

- (1) Passengers shall follow the instructions of the conductor or staff regarding method of rescue, etc., when operation cannot be resumed following an emergency stop.
- (2) Smoking is prohibited while on the lift/ropeway.
- (3) Passengers shall not jump off the lift/ropeway or get off anywhere other than the designated location.
- (4) Passengers shall not swing skis, etc., or rock the lift/ropeway.
- (5) Passengers shall not thrust skis, poles or other items into a lift, ropeway or other facilities.
- (6) Passengers shall not ride the lift/ropeway in a manner that is dangerous such as lying down.
- (7) Passengers shall not partake in any other behavior that may interfere with safe transportation.

Article 19: Liability Concerning Passengers

The Company shall be liable for compensating for damage caused by loss of life or injury due to operation of our lifts and ropeways in the following cases:

- (1) If the passenger complies with the provisions stipulated in the preceding article;
- (2) If the Company neglects warnings set forth in laws and regulations related to the operation of lifts and ropeways, or in the case of structural defect or functional problem;
- (3) If the accident is not caused by an intentional or negligent act by the passenger or a third party other than the Company's staff.

Article 20: Responsibility for Personal Items, etc.

The Company shall not be liable for compensating passengers for the loss or damage of

personal effects, skis or other belongings.

Article 21: Responsibility of Passengers

The Company shall request compensation from the passenger when damage is incurred due to an intentional or negligent act or a violation of laws and regulations or these Rules and Regulations by the passenger.

Article 22: Court of Jurisdiction

The court with jurisdiction over the Company's lifts and ropeways when a dispute arises shall be the court with jurisdiction in the region the Company is located.

Tohoku Resort Service Co., Ltd.

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