

Supplement to (i) Tokaido Sanyo Kyushu Shinkansen Internet Reservation Service Privacy Policy (the “Global Privacy Policy”) and (ii) Tokaido Sanyo Kyushu Shinkansen Internet Reservation Service Membership Agreement (the “Global Membership Agreement”)

Taiwan Customers

PART 1

Part 1 of this supplement should be read together with, and considered part of, the Global Privacy Policy. If there is a conflict or inconsistency between this supplement and the Global Privacy Policy, this supplement shall prevail to the extent of that conflict or inconsistency.

1 Purposes of use, etc. of personal information by the Parties

1.1 Section 2(3) of the Global Privacy Policy as drafted below shall be added:

The Parties will process and use the collected personal information of customers in the areas where the shared users, as defined in Section 3, are located.

1.2 Section 2(4) of the Global Privacy Policy as drafted below shall be added:

The Parties will process and use the collected personal information of customers during the time period for which the above-mentioned specific purposes exist or during the retention period required by the laws or in line with business needs, the longer of these periods shall be applied.

1.3 Section 2(5) of the Global Privacy Policy as drafted below shall be added:

The collected personal information of customers will be used and processed by way of measures that are in compliance with the Personal Information Protection Act (“**PIPA**”) of the Republic of China, Taiwan.

2 Shared use of personal information

Section 3(2) “Shared Users” of the Global Privacy Policy shall be replaced by the following paragraph:

The users engaged in the shared use shall be the Parties, consolidated subsidiaries of the Three Companies as indicated in the Securities Reports of the Three Companies, the entities agreed by the customers, and the government authorities.

3 Request for disclosure of retained personal data

3.1 First paragraph of Section 6 of the Global Privacy Policy shall be replaced by the following paragraph:

The Parties will respond to any request from the customer or his/her agent for the notification of the purposes of use, disclosure, discontinuation of use, deletion, discontinuation of provision to a third party of retained personal data or the correction, addition or deletion of the content of retained personal data pursuant to the PIPA (hereinafter referred to as “**Request for Disclosure, Etc.**”). The customer is entitled to exercise the following rights with respect to his/her personal information collected by the Parties:

- Save in the exceptional circumstances as provided in Article 10 of the PIPA, the customer may inquire and request for a review or make duplications of the customer’s personal information. However, the Parties may charge necessary handling fees in accordance with Article 14 of the PIPA.
- The customer may request to supplement or correct the customer’s personal information. However, according to Article 19 of the Enforcement Rules of the PIPA, the customer shall give an appropriate statement outlining the reasons and facts for such request.
- According to Article 11, paragraph 4 of the PIPA, the customer may request the Parties discontinue collection, processing or use of the customer’s personal information where a violation of the PIPA has occurred during collecting, processing or using the customer’s personal information.
- According to Article 11, paragraph 2 of the PIPA, the customer may request the Parties to discontinue processing or using the customer’s personal information in the event of a dispute regarding the accuracy of personal information. However, the preceding may not be applicable when it is necessary for the Parties to perform official duties or fulfil legal obligations and such performance or fulfilment has been recorded.
- According to Article 11, paragraph 3 of the PIPA, the customer may request the Parties to delete, discontinue processing or using the customer’s personal information when the specific purpose no longer exists or time period expires. However, the preceding may not be applicable when it is necessary for the Parties to perform official duties or fulfil legal obligations and such performance or fulfilment has been recorded.

3.2 Section 6 “(Guidance) Reasons for refusal to disclose retained personal data” of the Global Privacy Policy shall be replaced by the following paragraph:

Disclosure of retained personal data shall be refused in the following cases. If a decision to refuse disclosure is made, a notification to that effect will be sent along with the reason for the refusal.

- If the principal cannot be identified due to, among other things, any inconsistency among the content indicated on the application form, the content indicated on the identification document and the content of retained personal data.
- If the authority of agency cannot be confirmed when an application form is sent by an agent.
- If any of the prescribed application documents is insufficient.
- If the target of the Request for Disclosure, Etc. is not among the retained personal data.
- If there is a risk of harming the life, body or property, or any of the rights and interests of the principal or of a third party.
- If disclosure will constitute a violation of any other laws and regulations.

PART 2

Part 2 of this supplement should be read together with, and considered part of, the Global Membership Agreement. If there is a conflict or inconsistency between this supplement and the Global Membership Agreement, this supplement shall prevail to the extent of that conflict or inconsistency.

4 Effect of the Global Membership Agreement

4.1 Article 1.3 of the Global Membership Agreement shall be replaced by the following paragraph:

The Parties may provide individual terms and conditions for the Service by the method specified in Article 5. In such case, the individual terms and conditions shall be effective as an integrated part of the Global Membership Agreement. If any matter contained in the individual terms and conditions overlaps or conflicts with the Global Membership Agreement, the individual terms and conditions shall prevail. The customer might be asked to accept the individual terms and conditions before the next use of the Service. If the customer does not agree to the individual terms and conditions, the customer may not be allowed to use the Service and the Member shall discontinue the use of the Service.

4.2 Article 1.4 of the Global Membership Agreement shall be replaced by the following paragraph:

The Parties may amend the Global Membership Agreement to reflect changes to the laws or the rulings of the Republic of China (“Taiwan”) or changes to the Service, and only the amended content shall be effective after such amendment. Notification of amended content shall be made by the method specified in Article 5. Changes will not apply retroactively. The customer might be asked to accept the newly amended Global Membership Agreement before the next use of the Service. If the customer does not

agree to the amended Global Membership Agreement, the customer may not be allowed to use the Service and the Member shall discontinue the use of the Service. The customer shall review the terms of the Global Membership Agreement regularly.

5 Notices on the Service and Method of Consent

Article 5.4 of the Global Membership Agreement shall be replaced by the following paragraph:

The customer may be deemed to have consented to the content of notices by using the Service in which such content of notices has been reflected after the provision of the notices as set forth in paragraph 1.

6 Responsibility and Obligations of Customers

Article 7.5 of the Global Membership Agreement shall be replaced by the following paragraph:

When using the Service, the customer shall be responsible for all the acts performed by such customer and the results thereof, as well as all the acts performed using the Membership ID and the results thereof, whether or not such act is actually performed by the customer, provided that such results can be attributed to the customer. If the customer causes any disadvantage to a third party, the customer shall settle the dispute arising with such third party at his or her own responsibility and expense.

7 Contact for Inquiry from Customers

Article 8.1 of the Global Membership Agreement shall be replaced by the following paragraph:

Any inquiry from the customer about how to use the Service and others, including matters related to the consumer complaint, shall be made to the Tokaido Sanyo Kyushu Shinkansen Internet Reservation Service Customer Center (hereinafter referred to as the “**Customer Center**”), and the method and times of receiving inquiries, etc. shall be separately determined by the Parties and posted on the Service Guidance Website.

8 Suspension and Cancellation of Customer Qualification

Article 11.1(6) of the Global Membership Agreement shall be replaced by the following paragraph:

Where the customer has attempted to directly or indirectly resell or convert into cash all or part of a product purchased via the Service or has actually performed such an act for the purpose of making a profit.

9 Exemption of the Parties from Their Liability and Payment of Damages

- 9.1** Article 25.1(2) of the Global Membership Agreement shall be replaced by the following paragraph:

Any disadvantage caused to the customer or a third party by the erroneous use of the Membership ID or a password or the loss, theft or unsatisfactory management of a smartphone that can be attributed to the customer.

- 9.2** Article 25.1(3) of the Global Membership Agreement shall be replaced by the following paragraph:

Any disadvantage caused to the customer or a third party by the use of the Membership ID or a password by a third party authorized by the customer

- 9.3** Article 25.1(10) of the Agreement shall be replaced by the following paragraph:

Any disadvantage caused to the customer or a third party where the Membership ID, a password or other transaction information is divulged due to the interception of data on the communication route, etc., although the Parties have taken measures that are considered to be reasonably satisfactory in accordance with applicable law.

- 9.4** Article 25.1(11) of the Global Membership Agreement shall be replaced by the following paragraph:

Any disadvantage caused to the customer or a third party where any unremoved virus is attached to an e-mail sent by the Parties, although the Parties have taken measures that are considered to be reasonably satisfactory in accordance with applicable law.

- 9.5** Article 25.1(20) of the Global Membership Agreement shall be replaced by the following paragraph:

Any disadvantage caused to the customer or a third party by the Service where the Parties have exercised due care that is considered to be reasonable in accordance with applicable law.

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