Revision "Tokaido and Sanyo Shinkansen Internet Reservation Service Membership Agreement"

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These Tokaido and Sanyo Shinkansen Internet Reservation Service Membership Agreement (hereinafter referred to as the "Agreement") are provided by Central Japan Railway Company (hereinafter referred to as "JR Central") and West Japan Railway Company (hereinafter referred to as "JR West"; JR Central and JR West are collectively referred to as the "Parties") with regard to the use of the Service set forth in Article 2, item 2 hereof as follows:	This Tokaido and Sanyo Shinkansen Internet Reservation Service Membership Agreement (hereinafter referred to as this "Agreement") is provided by Central Japan Railway Company (hereinafter referred to as "JR Central") and West Japan Railway Company (hereinafter referred to as "JR West"; JR Central and JR West are collectively referred to as the "Parties") with regard to the use of the Tokaido Sanyo Shinkansen Internet Reservation Service of the Tokaido Sanyo Shinkansen (hereinafter referred to as the "Service") by the Member, as follows:
Chapter 1 General Provisions Article 1 Effect of the Agreement 1. The Agreement shall apply to all matters related to the use of the Service set forth in Article 2, item 2 hereof between the Member and the Parties.	Chapter 1 General Provisions Article 1 Effect of the Agreement 1. The Agreement shall apply to all matters related to the use of the Service between the Member and the Parties.
 (Note) The Agreement shall not apply to the service provided via the EX App smartphone application that is provided by the Parties at applications stores in Japan. The Member shall comply with the Agreement when using the Service. The country/region where the Service is available shall be separately determined by the Parties. 	2. The Member shall comply with the Agreement when using the Service.
 4. The Parties may provide individual terms and conditions for the Service. In such case, the individual terms and conditions shall be effective as an integrated part of the Agreement. If any matter contained in the individual terms and conditions overlaps or conflicts with the Agreement, the individual terms and conditions shall prevail. 5. The Parties may amend the Agreement without the approval of the Member, and only the amended content shall be effective after such amendment. Notification of amended 	 The Parties may provide individual terms and conditions for the Service. In such case, the individual terms and conditions shall be effective as an integrated part of the Agreement. If any matter contained in the individual terms and conditions overlaps or conflicts with the Agreement, the individual terms and conditions shall prevail. The Parties may amend the Agreement without the approval of the Member, and only the amended content shall be effective after such amendment. Notification of amended
content shall be effective after such amendment. Notification of amended content shall be made by the method specified in Article 5. Article 2 Definitions	content shall be effective after such amendment. Notification of amended content shall be made by the method specified in Article 5. Article 2 Definitions

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The major terms used herein shall be defined as follows:	The major terms used herein shall be defined as follows:
 The term "Tokaido and Sanyo Shinkansen" means the Tokaido Line (Shinkansen) between Tokyo and Shin-Kobe, the Sanyo Line (Shinkansen) between Shin-Kobe and Kokura and the Kagoshima Line (Shinkansen) between Kokura and Hakata. The term "Service" means an internet reservation service for foreigners visiting Japan that enables a customer to enter into, amend, cancel or the like a Tokaido and Sanyo Shinkansen passenger transport contract using the smartphone application (hereinafter referred to as the "Reservation App"). The Reservation App is called the "smartEX App" or "Express Ride App". 	(1) The term "Tokaido and Sanyo Shinkansen" means the Tokaido Line (Shinkansen) between Tokyo and Shin-Kobe, the Sanyo Line (Shinkansen) between Shin-Kobe and Kokura and the Kagoshima Line (Shinkansen) between Kokura and Hakata.
(3) The term " Member " means a customer who has registered the information designated by the Parties to use the Service and has been approved by the Parties.	 (2) The term "Member" means a customer who has registered the information designated by the Parties to use the Service and has been approved by the Parties. (3) The term "Reservation Site" means the website and the smartphone applications that are provided by us (smartEX/ExpressRide App) on which the Member can log in and execute, amend, or cancel a transport contract, or register or amend the Member Information, etc.
(Partially omitted)	(Partially omitted)
(8) The term "IC Service" means a service that is included in the Service and enables a Member to use the Tokaido and Sanyo Shinkansen with the IC Card registered by the Member through the Reservation App.	 (8) The term "IC Service" means a service that is included in the Service and enables a Member to use the Tokaido and Sanyo Shinkansen with the IC Card registered by the Member through the Reservation Site. (9) The term "Pick-up Code" means the QR code and 16 alphanumeric characters which are necessary upon receiving a product of the Service that the Parties store at a Station Ticket Office, etc. The Pick-up Code is displayed on the Reservation Site, and the expiry date shall be separately determined by the Parties.
(Partially omitted)	(Partially omitted)
Chapter 2 Member Article 4 Membership Registration and Member Information	Chapter 2 Member Article 4 Membership Registration and Member Information

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- 1. A customer who desires to use the Service (hereinafter referred to as the "Applicant") shall agree to comply with the Agreement through the Reservation App and perform membership registration (hereinafter referred to as the "Membership Registration") by entering his or her e-mail address (hereinafter referred to as the "E-mail Address"), name, date of birth, password, credit card number and the expiry date thereof and other information (hereinafter referred to as the "Member Information"). The Applicant shall agree that the Membership Registration includes confirmation by the Parties on the effectiveness of the Credit Card for Payment that is registered by the Applicant as a means of payment for the Service and the acquisition of device identification information of the smartphone used by the Applicant.
- 2. The Parties shall determine whether or not the Membership Registration of the Applicant is approved in accordance with the Parties' standards, and if it is approved, the Parties shall issue a member identification number (hereinafter referred to as the "Membership ID") to the Applicant. Notification of the Membership ID shall be made by displaying the same on the Reservation App. If no notice on the Membership ID is given by the Parties, the Applicant shall call the Tokaido Sanyo Shinkansen Internet Reservation Service Customer Center specified in Article 8 and follow the instructions thereof.
- 3. The Membership Registration of the Applicant shall be completed when the Parties give the notice set forth in the preceding paragraph, and at that time the Applicant shall gain the qualification of a Member (hereinafter referred to as the "Member Qualification"). The Parties shall register and retain the Member Information entered by the Member.

(Partially omitted)

- 1. A customer who desires to use the Service (hereinafter referred to as the "Applicant") shall agree to comply with the Agreement and the Tokaido Sanyo Shinkansen Internet Reservation Service Privacy Policy, and applicable supplements, as separately determined by the Parties through the Reservation Site, and perform membership registration (hereinafter referred to as the "Membership Registration") by entering his or her e-mail address (hereinafter referred to as the "E-mail Address"), name, date of birth, password, credit card number and the expiry date thereof and other information (hereinafter referred to as the "Member Information"). The Applicant shall agree that the Membership Registration includes confirmation by the Parties on the effectiveness of the Credit Card for Payment that is registered by the Applicant as a means of payment for the Service.
- 2. The Parties shall determine whether or not the Membership Registration of the Applicant is approved in accordance with the Parties' standards, and if it is approved, the Parties shall issue a member identification number (hereinafter referred to as the "Membership ID") to the Applicant. Notification of the Membership ID shall be made by displaying the same on the Reservation Site, and sending an e-mail to the E-mail Address (hereinafter referred to as the "E-mail Transmission"); however, in cases where the Membership Registration is performed through "smartEX/ExpressRide App," the notification of the Membership ID shall be made only by E-mail Transmission. If no notice on the Membership ID is given by the Parties, the Applicant shall call the Tokaido Sanyo Shinkansen Internet Reservation Service Customer Center specified in Article 8 and follow the instructions thereof.
- 3. The Membership Registration of the Applicant shall be completed when the Parties give the notice set forth in the preceding paragraph, and at that time the Applicant shall gain the qualification of a Member (hereinafter referred to as the "Member Qualification"). The Parties shall register the Member Information entered by the Member.

(Partially omitted)

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6. The Member shall always keep the Member Information updated, complete and	6. The Member shall always keep the Member Information updated, complete and
accurate, and if any change or addition arises in respect of the Member Information,	accurate, and if any change or addition arises in respect of the Member Information,
the Member shall promptly amend the Member Information using the Reservation	the Member shall promptly amend the Member Information using the Reservation
App; provided, however, that if the Member Information cannot be amended through	<u>Site</u> .
the Reservation App, membership re-registration as set forth in Article 9 shall be	
performed.	
Article 5 Notices on the Service and Method of Consent	Article 5 Notices on the Service and Method of Consent
1. The Parties shall give notices related to the operation and content of the Service to the	1. The Parties shall give notices related to the operation and content of the Service to the
Member by posting such notices on the Service Guidance Website or the Reservation	Member by posting such notices on the Service Guidance Website or the Reservation
App or by any other means that the Parties consider appropriate.	Site or the E-mail Transmission or by any other means that the Parties consider
	appropriate.
2. If the notices set forth in the preceding paragraph are posted on the Service Guidance	2. If the notices set forth in the preceding paragraph are posted on the Service Guidance
Website or the Reservation App, such notices shall be deemed to have been given to	Website or the Reservation Site, such notices shall be deemed to have been given to
the Member at the time they are posted on the Service Guidance Website or the	the Member at the time they are posted on the Service Guidance Website or the
Reservation App. In the case of emergency or if the Parties consider it necessary, an e-	Reservation Site.
mail may be sent to the E-mail Address registered by the Member, but the information	
given by such e-mail shall be excluded from the notices set forth in the preceding	
paragraph.	3. <u>If the notices set forth in paragraph 1 are given by the E-mail Transmission, such notices</u>
	shall be deemed to have been given to the Member at the time when they arrive at the
	mail server of the E-mail Address registered by the Member as of the time of such
	notices; however, in cases where the arrival of an e-mail was delayed for any reason
	when giving notices, or where the E-mail Address was incorrect, such notices shall be
	deemed to have been completed at the time when they normally would have arrived.
3. The Member shall be deemed to have consented to the content of notices by using the	4. The Member shall 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	Service in which such content of notices has been reflected after the provision of the
notices as set forth in paragraph 1.	notices as set forth in paragraph 1.
Article 6 Use of Member Information	Article 6 Use of Member Information
The Member-related information that is acquired by the Parties in connection with the	The Member-related information that is acquired by the Parties in connection with the

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Service (Member Information, purchase history, server communication logs, etc.) shall be handled in accordance with the Tokaido Sanyo Shinkansen Internet Reservation Service Privacy Policy that is separately provided by the Parties.

Article 7 Responsibility and Obligations of Members

- 1. When using the Service, the Member shall comply with laws and regulations, general etiquette for using the Internet, and technical rules.
- 2. The Member shall be responsible for all matters related to the management of the Membership ID and a password set by the Member and the Member shall neither permit any third party to use it nor lend, transfer or otherwise dispose of it to any third party. If the Member has forgotten the password, such Member shall promptly reset the password using the Reservation App.

(Partially omitted)

Article 8 Contact for Inquiry from Members

- Any inquiry from the Member about how to use the Service and others shall be made
 to the Tokaido Sanyo 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.
- 2. In principle, the Customer Center shall respond to inquiries in Japanese or English.
- 3. The Customer Center shall record the content of inquiries and others from the Member in writing or by audio recording or by any other method. The recorded content shall be strictly handled in accordance with the Tokaido Sanyo Shinkansen Internet Reservation Service Privacy Policy that is posted on the Service Guidance Website.
- 4. The Parties shall not be responsible for any disadvantage caused to the Member as a result of a decision made by the Member based on the information provided by the Customer Center.

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Service (Member Information, purchase history, server communication logs, etc.) shall be handled in accordance with the Tokaido Sanyo Shinkansen Internet Reservation Service Privacy Policy, and applicable supplements.

Article 7 Responsibility and Obligations of Members

- 1. When using the Service, the Member shall comply with laws and regulations, general etiquette for using the Internet, and technical rules.
- 2. The Member shall be responsible for all matters related to the management of the Membership ID and a password set by the Member and the Member shall neither permit any third party to use it nor lend, transfer or otherwise dispose of it to any third party. If the Member has forgotten the password, such Member shall promptly reset the password using the Reservation Site.

(Partially omitted)

Article 8 Contact for Inquiry from Members

- Any inquiry from the Member about how to use the Service and others shall be made to
 the Tokaido Sanyo 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 or the Reservation Site.
- 2. In principle, the Customer Center shall respond to inquiries in Japanese or English.
- 3. The Customer Center shall record the content of inquiries and others from the Member in writing or by audio recording or by any other method. The recorded content shall be strictly handled in accordance with the Tokaido Sanyo Shinkansen Internet Reservation Service Privacy Policy, <u>and applicable supplements</u> that <u>are</u> posted on the Service Guidance Website.
- 4. The Parties shall not be responsible for any disadvantage caused to the Member as a result of a decision made by the Member based on the information provided by the Customer Center.

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(Partially omitted)
 withdrawal procedure using the Reservation Site. Notwithstanding the preceding paragraph, if any of the following items applies to the Member, the withdrawal procedure may not be carried out: Where the Parties store any product of the Service; Where the Member is on board a train using the IC Service;
 The Member who has carried out the withdrawal procedure set forth in paragraph 1 shall lose his or her Member Qualification under the Agreement when such notice from the Parties is displayed on the Reservation Site or given by E-mail Transmission pursuant to Article 5. If no notice is given by the Parties, the Member shall call the Customer Center and follow the instructions thereof. In cases where any of the following items applies, the Parties may remove the Member from membership without giving the notice set forth in the preceding paragraph: Where the Member has not used the Service for 25 months from the date of the Membership Registration or the date of the last login to the Service; and

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follow the instructions thereof.	
(Partially omitted)	(Partially omitted)
<u>Chapter 3 Reservation App</u>	
Article 12 Use of Reservation App	
1. The Parties shall grant, without charge, a non-exclusive and non-transferable right to	
use the Reservation App to the Member who has downloaded the Reservation App	
under the condition that the Member complies with the Agreement.	
2. The Member shall, at his or her own responsibility and expense, acquire a smartphone	
and a means of communication that are necessary for using the Reservation App, and	
upon doing so, shall download the Reservation App to his or her smartphone.	
3. The Member shall pay all communication fees incurred for downloading and using the	
Reservation App (including cases where the Reservation App is upgraded or the	
Reservation App automatically performs communications).	
Article 13 Change of Smartphone	
1. <u>In cases where the Member uses the Service with any smartphone different from the</u>	
smartphone used for the Membership Registration, the Member shall perform the	
Membership Re-registration set forth in Article 9 with the new smartphone to be used	
for the Service.	
(Note) If the Member fails to perform the procedure set forth in this paragraph, the	
Member will not be able to amend the Member Information, re-set a password or	
withdraw from the membership.	
2. <u>In cases where the Member no longer uses the smartphone onto which the Reservation</u>	
App has been downloaded due to a change of devices, etc., the Member shall make	
sure to delete the Reservation App. The same shall apply to the cases where the	
Member disposes of the smartphone onto which the Reservation App has been	
downloaded or submits it for repair.	

Current Chapter 4 Tokaido Sanyo Shinkansen Internet Reservation Service Article 14 Use of the Service

- 1. The Member may apply for the purchase or amendment of a product of the Service or refund of the value of such product as well as execute, amend or cancel a transport contract using the Reservation App.
- 2. The information on the products that can be purchased via the Service shall be provided on the Service Guidance Website or the Reservation App.

(Partially omitted)

Article <u>15</u> Credit Card for Payment

- 1. The credit card that can be registered by the Member as a means of payment for the Service shall show one of the marks listed below and shall be issued in the name of the Member. Some credit cards may not be used in any case.
 - (1) Visa
 - (2) MasterCard®
 - (3) JCB
 - (4) AMERICAN EXPRESS
 - (5) Diners Club
 - (Note) A product of the Service may not be received with a virtual card or other intangible credit cards or any credit card whose size is different from the ordinary size (ID-1 specified in ISO/IEC 7810).
 - (Note) A debit-type or prepaid-type credit card may temporarily cause a double charge to the account or a shortage in the account balance due to the payment mechanism.
- 2. For the use of the Credit Card for Payment, the Member shall comply with the membership terms and conditions, etc. provided by the credit card company.
- 3. For changing the Credit Card for Payment or the expiry date thereof, the Member shall use the Reservation App; provided, however, that if the Member cannot make such change using the Reservation App, the Member shall perform the Membership Reregistration by the method specified in Article 9.

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Chapter 3 Tokaido Sanyo Shinkansen Internet Reservation Service

Article 12 Use of the Service

- 1. The Member may apply for the purchase or amendment of a product of the Service or refund of the value of such product as well as execute, amend or cancel a transport contract using a smartphone or personal computer, etc.
- 2. The information on the products that can be purchased via the Service shall be provided on the Service Guidance Website or the Reservation Site.

(Partially omitted)

Article 13 Credit Card for Payment

- 1. The credit card that can be registered by the Member as a means of payment for the Service shall show one of the marks listed below and shall be issued in the name of the Member. Some credit cards may not be used in any case.
 - (1) Visa
 - (2) MasterCard®
 - (3) JCB
 - (4) AMERICAN EXPRESS
 - (5) Diners Club
 - (Note) A product of the Service may not be received with a virtual card or other intangible credit cards or any credit card whose size is different from the ordinary size (ID-1 specified in ISO/IEC 7810).
 - (Note) A debit-type or prepaid-type credit card may temporarily cause a double charge to the account or a shortage in the account balance due to the payment mechanism.
- 2. For the use of the Credit Card for Payment, the Member shall comply with the membership terms and conditions, etc. provided by the credit card company.
- 3. For changing the Credit Card for Payment or the expiry date thereof, the Member shall use the Reservation Site.

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(Partially omitted)	(Partially omitted)
Article <u>16</u> User Environment	Article 14 User Environment
(Partially omitted)	(Partially omitted)
Article 17 Period of Application for Purchase of Products of the Service and Time of Application and Response	Article 15 Period of Application for Purchase of Products of the Service and Time of Application and Response
(Partially omitted)	(Partially omitted)
 Article 18 Execution of Transport Contracts Using the Reservation App, the Member shall select the date of boarding, boarding station, alighting station, number of passengers, facilities and other items designated by the Parties and thereby apply for the purchase of a product of the Service. The notice of acceptance by the Parties of the application set forth in the preceding paragraph shall be displayed on the Reservation App in accordance with Article 5. The Parties shall notify the Member of the reservation number together with the notice of acceptance. 	 Article 16 Execution of Transport Contracts Using the Reservation Site, the Member shall select the date of boarding, boarding station, alighting station, number of passengers, the train of boarding, facilities and other items designated by the Parties and thereby apply for the purchase of a product of the Service. The notice of acceptance by the Parties of the application set forth in the preceding paragraph shall be displayed on the Reservation Site or given by E-mail Transmission in accordance with Article 5. The Parties shall notify the Member of the reservation number together with the notice of acceptance.
(Partially omitted)	(Partially omitted)
Article 19 Company Selling Products of the Service	Article 17 Company Selling Products of the Service
(Partially omitted)	(Partially omitted)
Article 20 Confirmation on the Content of Transport Contracts The Parties shall store a product of the Service until the Member receives such product or	Article 18 Confirmation on the Content of Transport Contracts The Parties shall store a product of the Service until the Member receives such product or

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apply for refund of the value thereof, and the Member may confirm the content of the	apply for refund of the value thereof, and the Member may confirm the content of the
executed transport contract using the Reservation App.	executed transport contract using the Reservation Site.
Article 21 Amendment and Cancellation of Transport Contracts	Article 19 Amendment and Cancellation of Transport Contracts
1. The Member shall apply for the amendment of a product of the Service or the refund	1. The Member shall apply for the amendment of a product of the Service or the refund
of the value thereof using the Reservation App by the method separately determined	of the value thereof using the Reservation Site by the method separately determined
by the Parties.	by the Parties.
2. The notice of acceptance by the Parties of the application set forth in the preceding	2. The notice of acceptance by the Parties of the application set forth in the preceding
paragraph shall be displayed on the Reservation App in accordance with Article 5.	paragraph shall be displayed on the Reservation Site or given by E-mail Transmission
	in accordance with Article 5.
(Partially omitted)	(Partially omitted)
	Article 20 Pre-sale Reservation Request Service
	1. With regard to a product of the Service, it is possible to apply for the purchase before
	the launch date set forth in the Regulations on Passenger Operations (hereinafter
	referred to as the "Launch Date"), for the period as separately determined by the Parties
	(hereinafter referred to as the "Pre-sale Reservation Request"); however, the Parties
	may, if they consider it necessary, suspend the Pre-sale Reservation Request. The
	number of the Pre-sale Reservation Requests for each Launch Date is limited.
	2. If a Member has made the Pre-sale Reservation Request, the Parties shall give a notice
	of the receipt of the Pre-sale Reservation Request on the Reservation Site.
	3. The purchase is deemed to have been applied for, with the details of the Pre-sale
	Reservation Request, at 10:00 am of the Launch Date of the train for which the Member
	made the Pre-sale Reservation Request, and the Parties shall carry out the procedure in
	sequence after 10:00 am of the Launch Date. The notice of the success or failure of the
	execution of a transport contract shall be displayed on the Reservation Site, or given by
	E-mail Transmission in accordance with Article 5.
	(Note) The Pre-sale Reservation Request does not guarantee the execution of a
	transport contract.

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	4. Notwithstanding the preceding paragraph, the Parties may give the notice of the success
	or failure of the execution of a transport contract to the Member from the Customer
	<u>Center.</u>
	5. At the time when the notices of the preceding two paragraphs have been given, the
	transport contract under the Pre-sale Reservation Request shall be executed. If there is
	no notice given from the Parties during the day of the Launch Date, the Member shall
	call the Customer Center and follow the instructions thereof.
	6. The Pre-sale Reservation Request may be cancelled before 10:00 am of the Launch Date
	of the train for which the Member made the Pre-sale Reservation Request, without fee,
	but not after that.
	Article 21 After-hours Reservation Request Service
	1. With regard to a product of the Service, it is possible to apply for the purchase during
	After-hours Reservation Request Service hours as separately determined by the Parties
	(hereinafter referred to as the "After-hours Reservation Request"); however, the Parties
	may, if considering it necessary, suspend the After-hours Reservation Request.If a Member has made the After-hours Reservation Request, the Parties shall give a
	2. <u>If a Member has made the After-hours Reservation Request, the Parties shall give a</u> notice of the receipt of the After-hours Reservation Request on the Reservation Site.
	3. The purchase is deemed to have been applied for with the details of the After-hours
	Reservation Request at the opening of the business hours of the Service, as separately
	determined by the Parties, and the Parties shall carry out the procedure in sequence after
	the opening of the business hours. The notice of the success or failure of the execution
	of a transport contract shall be displayed on the Reservation Site, or given by E-mail
	Transmission, in accordance with Article 5.
	(Note) The After-hours Reservation Request does not guarantee the execution of a
	transport contract.
	4. Notwithstanding the preceding paragraph, the Parties may give the notice of the success
	or failure of the execution of a transport contract to the Member from the Customer
	Center.
	5. At the time when the notices of the preceding two paragraphs have been given, the

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	 transport contract under the After-hours Reservation Request shall be executed. If there is no notice set forth in paragraph 3, the Member shall call the Customer Center and follow the instructions thereof. 6. The After-hours Reservation Request may be cancelled without fee during the night-time application service hours when the Member has made the After-hours Reservation Request, but not after that.
 Article 22 Use of IC Service In cases where the Member registers the IC Card using the Reservation App and the Parties approve the use of the IC Service, the Member may board a train using the IC Card. For changing the IC Card, the Member shall make such change using the Reservation App; provided, however, that if such change cannot be made using the Reservation App, the Member shall perform the Membership Re-registration by the method specified in Article 9. 	 Article 22 Use of IC Service In cases where the Member registers the IC Card using the Reservation Site and the Parties approve the use of the IC Service, the Member may board a train using the IC Card. For changing the IC Card, the Member shall make such change using the Reservation Site.
(Partially omitted)	(Partially omitted)
8. The hours when the IC Card can be registered using the Reservation App shall be separately determined by the Parties.	8. The hours when the IC Card can be registered using the Reservation <u>Site</u> shall be separately determined by the Parties.
 Article 23 Method of Receiving Products of the Service, etc. The Member who has executed a transport contract through the Service shall receive the product of the Service that is retained by the Parties at the Station Ticket Office, etc. that is separately determined by the Parties before boarding the train, unless the Member uses the IC Service. 	 Article 23 Method of Receiving Products of the Service, etc. The Member who has executed a transport contract through the Service shall receive the product of the Service that is retained by the Parties at the Station Ticket Office or a ticket vending machine etc. that is separately determined by the Parties before boarding the train, unless the Member uses the IC Service.
2. The receipt set forth in the preceding paragraph requires the <u>Credit Card for Payment</u> used for the execution or amendment of the transport contract as well as the password used by the Member to log into the Reservation <u>App</u> for the Service; provided,	 The receipt set forth in the preceding paragraph requires the <u>Pick-up Code</u> as well as the password used by the Member to log into the Reservation <u>Site</u> for the Service; provided, however, that if the Member receives the product of the Service at a station ticket office,

the Member shall be required to sign a form prescribed by the Parties, in lieu of the

however, that if the Member receives the product of the Service with the Credit Card

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<u>for Payment</u> at a station ticket office, the Member shall be required to sign a form prescribed by the Parties.

(Note) The Member may not receive the product of the Service with a virtual card or other intangible credit cards, any credit card whose size is different from the ordinary size (ID-1 specified in ISO/IEC 7810) or IC Card.

- 3. A product of the Service shall be received no later than the date of boarding thereof only during the business hours of the Station Ticket Office, etc.
- 4. Any amendment of a product of the Service or refund of the value thereof after the receipt thereof shall be handled by the Station Ticket Office, etc. that is separately determined by the Parties. In such case, the payment shall be settled by the Credit Card for Payment used for the application for purchase or amendment of the product of the Service, unless otherwise determined by the Parties.

Article 24 Amendment, Suspension and Termination of the Service, etc.

1. The Parties may amend the content of the Service <u>and the Reservation App for their own reasons</u>. The Parties may terminate the Service for their own reasons, but in such case, the Parties shall give prior notice to the Member.

(Partially omitted)

Article 25 Exemption of the Parties from Their Liability and Payment of Damages

- 1. The Parties shall not be liable for the following items in connection with the Service and the Reservation App:
 - (1) Any disadvantage caused to the Member or a third party by a misrepresentation contained in the Member Information;
 - (2) Any disadvantage caused to the Member or a third party by the erroneous use of the Membership ID or a password or the loss, theft or unsatisfactory management

password.

(Note) The Member may not receive the product of the Service with a virtual card or other intangible credit cards, any credit card whose size is different from the ordinary size (ID-1 specified in ISO/IEC 7810) or IC Card.

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- 3. A product of the Service shall be received no later than the date of boarding thereof only during the business hours of the Station Ticket Office, etc.
- 4. Any amendment of a product of the Service or refund of the value thereof after the receipt thereof shall be handled by the Station Ticket Office, etc. that is separately determined by the Parties. In such case, the payment shall be settled by the Credit Card for Payment used for the application for purchase or amendment of the product of the Service, unless otherwise determined by the Parties.

Article 24 Amendment, Suspension and Termination of the Service, etc.

The Parties may amend the content of the Service for their own reasons after the Parties notify the Member the amendment and its effective date; however, in the case of an amendment which requires the Member's consent based on laws and regulations, the Parties shall notify the Member of above matters and obtain the Member's consent. The Parties may terminate the Service for their own reasons, but in such case, the Parties shall give prior notice to the Member.

(Partially omitted)

Article 25 Exemption of the Parties from Their Liability and Payment of Damages

- 1. The Parties shall not be liable for the following items in connection with the Service:
 - (1) Any disadvantage caused to the Member or a third party by a misrepresentation contained in the Member Information;
 - (2) Any disadvantage caused to the Member or a third party by the erroneous use of the Membership ID or a password or the loss, theft or unsatisfactory management

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	of a smartphone;		of a smartphone;
(3)	Any disadvantage caused to the Member or a third party by the use of the	(3)	Any disadvantage caused to the Member or a third party by the use of the
	Membership ID or a password by a third party;		Membership ID or a password by a third party;
(4)	Any disadvantage caused to the Member or a third party by the Parties refusing	(4)	Any disadvantage caused to the Member or a third party by the Parties refusing
	the Membership Registration for the Service;		the Membership Registration for the Service;
(5)	Any disadvantage caused to the Member or a third party by the suspension or	(5)	Any disadvantage caused to the Member or a third party by the suspension or
	cancellation of the Member Qualification or the suspension of the use of the		cancellation of the Member Qualification or the suspension of the use of the
	Service by the Parties;		Service by the Parties;
(6)	Any disadvantage caused to the Member or a third party by the amendment,	(6)	Any disadvantage caused to the Member or a third party by the amendment,
	suspension or termination of the Service or restriction on access to the Service or		suspension or termination of the Service or restriction on access to the Service or
	other necessary measures taken by the Parties;		other necessary measures taken by the Parties;
(7)	Any disadvantage caused to the Member or a third party where the customer		
	information amendment function, etc. cannot be used when the Member uses any		
	smartphone, etc. different from the smartphone used at the time of the		
	Membership Registration;		
	(Partially omitted)		(Partially omitted)
(19)	(19) Any disadvantage caused to the Member or a third party where the number of		
	reservations and other information cannot be obtained in real time, causing a time		
	lag, due to the communication status of the Member, etc.;		
(20)	Any disadvantage caused to the Member or a third party in association with the		
	damage of the Member's smartphone, etc. or the loss of data, etc. resulting from		
	the download or use of the Reservation App;		
(21)	Any disadvantage caused to the Member or a third party by a breach by the	(18)	Any disadvantage caused to the Member or a third party by a breach by the Member
	Member of the Agreement, the individual terms and conditions, transport		of the Agreement, the individual terms and conditions, transport conditions
	conditions separately provided by the Parties, laws and regulations, etc.;		separately provided by the Parties, laws and regulations, etc.;
(22)	Any disadvantage caused to the Member or a third party by the performance by	(19)	Any disadvantage caused to the Member or a third party by the performance by
	the Member or a third party of any act for which the Member is responsible under		the Member or a third party of any act for which the Member is responsible under
	the provisions hereof; and		the provisions hereof; and

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- (23) Any disadvantage caused to the Member or a third party by the Service where the Parties have exercised due care that is considered to be reasonable in accordance with Japanese law.
- 2. In cases where the Member is in breach of the Agreement, the individual terms and conditions, the transport conditions separately provided by the Parties or laws and regulations, etc., and thereby causes a loss or damage to the Parties or a third party, the Member shall be liable to indemnify such loss or damage.

Chapter 5 Other

Article 26 Incidental Services

The Parties and their affiliated companies may provide a service incidental to the Service or the Reservation App (hereinafter referred to as "Incidental Services") as a benefit. The content of Incidental Services and the method of use thereof shall be separately determined by the Parties and the information regarding such matter shall be posted on the Service Guidance Website or the Reservation App.

Article 27 Ownership of Rights

The rights related to all programs, software, trademarks, services and procedures related to the Service and the Reservation App as well as the rights related to overall technical and sales methods and information shall belong to JR Central or an 15ehavior1515 party, and the Member shall not perform any act that infringes these rights.

Article 28 Prohibition on Assignment of Claims and Provision of Claims as Collateral The Member shall not, for any reason, assign, lend or provide as collateral to a third party any claim held against the Parties under the Agreement or the individual terms and conditions.

Article 29 Prohibition on Set-off

The Member shall not, for any reason, set off the monetary debts arising under the Agreement against any claim against the Parties.

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- (20) Any disadvantage caused to the Member or a third party by the Service where the Parties have exercised due care that is considered to be reasonable in accordance with Japanese law.
- 2. In cases where the Member is in breach of the Agreement, the individual terms and conditions, the transport conditions separately provided by the Parties or laws and regulations, etc., and thereby causes a loss or damage to the Parties or a third party, the Member shall be liable to indemnify such loss or damage.

Chapter 4 Other

Article 26 Incidental Services

The Parties and their affiliated companies may provide a service incidental to the Service or the Reservation <u>Site</u> (hereinafter referred to as "**Incidental Services**") as a benefit. The content of Incidental Services and the method of use thereof shall be separately determined by the Parties and the information regarding such matter shall be posted on the Service Guidance Website or the Reservation <u>Site</u>.

Article 27 Ownership of Rights

The rights related to all programs, software, trademarks, services and procedures related to the Service as well as the rights related to overall technical and sales methods and information shall belong to JR Central or an authorised party, and the Member shall not perform any act that infringes these rights.

Article 28 Prohibition on Assignment of Claims and Provision of Claims as Collateral The Member shall not, for any reason, assign, lend or provide as collateral to a third party any claim held against the Parties under the Agreement or the individual terms and conditions.

Article 29 Prohibition on Set-off

The Member shall not, for any reason, set off the monetary debts arising under the Agreement against any claim against the Parties.

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Article 30 Other Matters Prohibited The Member shall not take any of the following actions: (1) To reproduce or alter all or part of the Reservation App or perform reverse engineering, decompilation, disassembly or any other act of analysis related to the Reservation App; (2) To sell, lease, reproduce or transmit the Reservation App or grant a license to use the Reservation App without the prior approval of the Parties; and (3) To perform any act that the Parties consider inappropriate regarding the Service.	
(Partially omitted)	(Partially omitted)
Article 31 Governing Law and Court of Jurisdiction	Article 30 Governing Law and Court of Jurisdiction
(Partially omitted)	(Partially omitted)
Article 32 Exceptional Handling	Article 31 Exceptional Handling
(Partially omitted)	(Partially omitted)
Article 33 Elimination of Antisocial Forces	Article 32 Elimination of Antisocial Forces
(The rest is omitted)	(The rest is omitted)

Revision Date: March 21, 2020