

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

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<p style="text-align: center;">(First part omitted)</p> <p>Chapter 1 General Provisions</p> <p>Article 1 Effect of the Agreement</p> <ol style="list-style-type: none"> The Agreement shall apply to all matters related to the use of the Service between the Member and the Parties. The Member shall comply with the Agreement when using the Service. 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. <u>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 made by the method specified in Article 5.</u> <p>Article 2 Definitions</p> <p>The major terms used herein shall be defined as follows:</p> <ol style="list-style-type: none"> 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 “Member” means a customer who has registered the information designated by the Parties to use the Service and has been approved by the Parties. 	<p style="text-align: center;">(First part omitted)</p> <p>Chapter 1 General Provisions</p> <p>Article 1 Effect of the Agreement</p> <ol style="list-style-type: none"> The Agreement shall apply to all matters related to the use of the Service between the Member and the Parties. The Member shall comply with the Agreement when using the Service. 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. <u>The Parties may amend the content of this Agreement at their convenience after notifying the Member of the details of the amendments and the effective date thereof. Provided, however, that if the Member’s consent is required by laws and regulations to amend the content of this Agreement, the Parties shall notify the Member of the above-mentioned matters and obtain consent from the Member.</u> <p>Article 2 Definitions</p> <p>The major terms used herein shall be defined as follows:</p> <ol style="list-style-type: none"> 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 “Member” means a customer who has registered the information designated by the Parties to use the Service and has been approved by the Parties.

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<p>(3) <u>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.</u></p> <p>(4) The Term “EX Service” collectively refers to the Express Reservation Service, the smartEX Service and the Service that are provided by the Parties.</p> <p>(5) The term “Service Guidance Website” means the website providing information on, among other things, the handling of the Service (https://smart-ex.jp/en/).</p> <p>(6) The term “Credit Card for Payment” means a credit card registered by a Member as a means of paying the price of a product of the Service.</p> <p>(7) The term “IC Card” means the following IC card tickets:</p> <ul style="list-style-type: none"> (a) TOICA and TOICA season tickets sold by JR Central (Note) EX-IC (with TOICA function) is excluded. (b) ICOCA and ICOCA season tickets sold by JR West (c) Kitaca tickets and Kitaca season tickets issued by Hokkaido Railway Company (d) PASMO and PASMO PASSPORT issued by PASMO Co., Ltd. (e) Suica tickets, Suica season tickets and Welcome Suica tickets issued by East Japan Railway Company (f) Monorail Suica tickets and Monorail Suica season tickets issued by Tokyo Monorail, Co., Ltd. (g) Rinkai Suica tickets and Rinkai Suica season tickets issued by Tokyo Waterfront Area Rapid Transit, Inc. (h) manaca issued by Nagoya Transportation Development Organisation Co. Ltd. (i) manaca issued by M.I.C. Co., Ltd. (j) PiTaPa cards and IC tickets with a transport pass of a local government, etc. that are issued by Surutto Kansai Co., Ltd. (k) IC cards issued by transport management operators in Fukuoka City 	<p>(3) <u>The term “User” means any customer other than the Member who is permitted to board trains under a transport contract executed by the Member.</u></p> <p>(4) <u>The term “Reservation Site” means the website and smartphone application (hereinafter referred to as the “smartEX/ExpressRide App”) provided by the Parties where the Member can log in and perform procedures for executing, amending or canceling the transport contract and for registering, amending, etc. the Member Information.</u></p> <p>(5) The term “EX Service” collectively refers to the Express Reservation Service, the smartEX Service and the Service that are provided by the Parties.</p> <p>(6) The term “Service Guidance Website” means the website providing information on, among other things, the handling of the Service (https://smart-ex.jp/en/).</p> <p>(7) The term “Credit Card for Payment” means a credit card registered by a Member as a means of paying the price of a product of the Service.</p> <p>(8) The term “IC Card” means the following IC card tickets:</p> <ul style="list-style-type: none"> (n) TOICA and TOICA season tickets sold by JR Central (Note) EX-IC (with TOICA function) is excluded. (o) ICOCA and ICOCA season tickets sold by JR West (p) Kitaca tickets and Kitaca season tickets issued by Hokkaido Railway Company (q) PASMO and PASMO PASSPORT issued by PASMO Co., Ltd. (r) Suica tickets, Suica season tickets and Welcome Suica tickets issued by East Japan Railway Company (s) Monorail Suica tickets and Monorail Suica season tickets issued by Tokyo Monorail, Co., Ltd. (t) Rinkai Suica tickets and Rinkai Suica season tickets issued by Tokyo Waterfront Area Rapid Transit, Inc. (u) manaca issued by Nagoya Transportation Development Organisation Co. Ltd. (v) manaca issued by M.I.C. Co., Ltd. (w) PiTaPa cards and IC tickets with a transport pass of a local government, etc. that are issued by Surutto Kansai Co., Ltd. (x) IC cards issued by transport management operators in Fukuoka City

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<p>(l) nimoca cards issued by nimoca Co., Ltd.</p> <p>(m) SUGOCA tickets and SUGOCA season tickets issued by Kyushu Railway Company</p> <p>(8) <u>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.</u></p> <p>(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.</p>	<p>(y) nimoca cards issued by nimoca Co., Ltd.</p> <p>(z) SUGOCA tickets and SUGOCA season tickets issued by Kyushu Railway Company</p> <p>(9) <u>The term “IC Service” means the service included in the Service that enables the Member and the User to board the Tokaido and Sanyo Shinkansen with IC Card registered by the Member through the Reservation Site.</u></p> <p>(10) 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.</p> <p>(11) <u>The term “QR-Ticket” means a QR code provided by the Parties to the Member and the User as a code to be used to enter and exit an automatic ticket gate at the time of use of the Service.</u></p> <p>(12) <u>The term “QR-Ticket Service” means the service included in the Service that enables the Member and the User to board the Tokaido and Sanyo Shinkansen using a “QR-Ticket”, which will be displayed on the Reservation Site.</u></p>
(Partially omitted)	(Partially omitted)
<p>Chapter 2 Member</p> <p>Article 4 Membership Registration and Member Information</p> <p>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</p>	<p>Chapter 2 Member</p> <p>Article 4 Membership Registration and Member Information</p> <p>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 (<u>including the information after amendments to be made after the Membership Registration</u>; hereinafter referred to as the “Member Information”). The Applicant</p>

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<p>of the Credit Card for Payment that is registered by the Applicant as a means of payment for the Service.</p> <p>(Partially omitted)</p>	<p>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.</p> <p>(Partially omitted)</p>
<p>Article 7 Responsibility and Obligations of Members</p> <ol style="list-style-type: none"> 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. 3. In cases where the Member becomes aware that the Membership ID and password have been stolen or used by a third party, such Member shall promptly call the Tokaido Sanyo Shinkansen Internet Reservation Service Customer Center specified in Article 8 and follow the instructions thereof. 4. In connection with the Service, the Member shall not perform any act that may cause a nuisance, loss or damage to the Parties or a third party or that may obstruct the Service or that may violate the Agreement, etc. 5. When using the Service, the Member shall be responsible for all the acts performed by such Member 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 Member or there is any fault imputable to the Member. If the Member causes any disadvantage to a third party, the Member shall settle the dispute arising with such third party at his or her own responsibility and expense. <p>(Partially omitted)</p>	<p>Article 7 Responsibility and Obligations of Members</p> <ol style="list-style-type: none"> 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. 3. In cases where the Member becomes aware that the Membership ID and password have been stolen or used by a third party, such Member shall promptly call the Tokaido Sanyo Shinkansen Internet Reservation Service Customer Center specified in Article 8 and follow the instructions thereof. 4. In connection with the Service, the Member shall not perform any act that may cause a nuisance, loss or damage to the Parties or a third party, <u>any act that may obstruct the Service, or any act that may violate the Agreement, etc., and shall not allow the User to do so.</u> 5. When using the Service, the Member shall be responsible for all the acts performed by such Member <u>and User and</u> 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 Member or there is any fault imputable to the Member. If the Member causes any disadvantage to a third party, the Member shall settle the dispute arising with such third party at his or her own responsibility and expense. <p>(Partially omitted)</p>

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<p>Article 10 Withdrawal from Membership</p> <p>1. A Member desiring to withdraw from the membership of the Service shall carry out the withdrawal procedure using the Reservation Site.</p> <p>2. Notwithstanding the preceding paragraph, if any of the following items applies to the Member, the withdrawal procedure may not be carried out:</p> <p>(1) Where the Parties store any product of the Service;</p> <p>(2) Where the Member is on board a train using the IC Service;</p> <p>(3) Where the Member has purchased any product of the Service by the “Pre-sale Reservation Request Service” of Article 20, or the “After-hours Reservation Request Service” of Article 21;</p> <p>(4) Where two days have not elapsed from the day on which the Member used the IC Service or received a product of the Service or the refund of the value of thereof; and</p> <p>(5) Where the E-mail Address registered by the Member is incorrect.</p> <p style="text-align: center;">(Partially omitted)</p>	<p>Article 10 Withdrawal from Membership</p> <p>1. A Member desiring to withdraw from the membership of the Service shall carry out the withdrawal procedure using the Reservation Site.</p> <p>2. Notwithstanding the preceding paragraph, if any of the following items applies to the Member, the withdrawal procedure may not be carried out:</p> <p>(1) Where the Parties store any product of the Service;</p> <p>(2) Where the Member is on board a train, <u>etc.</u> using the IC Service <u>or QR-Ticket Service</u>;</p> <p>(3) Where the Member has purchased any product of the Service by the “Pre-sale Reservation Request Service” of Article 20, or the “After-hours Reservation Request Service” of Article 21;</p> <p>(4) Where two days have not elapsed from the day on which the Member used the IC Service <u>or QR-Ticket Service</u> or received a product of the Service or the refund of the value of thereof; and</p> <p>(5) Where the E-mail Address registered by the Member is incorrect.</p> <p style="text-align: center;">(Partially omitted)</p>
<p>Article 11 Suspension and Cancellation of Member Qualification</p> <p>In cases where any of the following items applies to the Member, the Parties may immediately suspend or cancel his or her Member Qualification or suspend the use of the Service by such Member without giving prior notice to the Member:</p> <p>(1) Where the Member is in breach of the Agreement, the individual terms and conditions, the transport conditions separately provided by the Parties, laws and regulations, etc.;</p> <p>(2) Where the Member Information contains any false information;</p> <p>(3) Where the Parties cannot contact the Member due to a change in the E-mail Address registered by the Member or any other reasons;</p> <p>(4) Where the company issuing the Credit Card for Payment or any other institution requests that the Parties cancel the Member Qualification;</p>	<p>Article 11 Suspension and Cancellation of Member Qualification</p> <p>In cases where any of the following items applies to the Member, the Parties may immediately suspend or cancel his or her Member Qualification or suspend the use of the Service by such Member without giving prior notice to the Member:</p> <p>(1) Where the Member <u>or the User</u> is in breach of the Agreement, the individual terms and conditions, the transport conditions separately provided by the Parties, laws and regulations, etc.;</p> <p>(2) Where the Member Information contains any false information;</p> <p>(3) Where the Parties cannot contact the Member due to a change in the E-mail Address registered by the Member or any other reasons;</p> <p>(4) Where the company issuing the Credit Card for Payment or any other institution</p>

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<p>(5) Where the Member has purchased products of the Service beyond a reasonable quantity or at a higher than reasonable frequency for the purpose of reselling or converting into cash all or part of such products without using the same;</p> <p>(6) Where the Member 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 (including intermediary acts stipulated in the Travel Agency Act);</p> <p>(7) Where more than one Membership ID for the EX Service has been issued to the same Member (including cases where more than one Membership ID was issued in the past) and any of (1) through (6) above applies to some or all of such Membership IDs; and</p> <p>(8) Where the Parties consider that it is inappropriate to permit the Member to use the Service.</p>	<p>requests that the Parties cancel the Member Qualification;</p> <p>(5) Where the Member has purchased products of the Service beyond a reasonable quantity or at a higher than reasonable frequency for the purpose of reselling or converting into cash all or part of such products without using the same;</p> <p>(6) Where the Member <u>or the User</u> 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 (including intermediary acts stipulated in the Travel Agency Act);</p> <p>(7) Where more than one Membership ID for the EX Service has been issued to the same Member (including cases where more than one Membership ID was issued in the past) and any of (1) through (6) above applies to some or all of such Membership IDs; and</p> <p>(8) Where the Parties consider that it is inappropriate to permit the Member <u>or the User</u> to use the Service.</p>
<p>(Partially omitted)</p>	<p>(Partially omitted)</p>
<p>Article 13 Credit Card for Payment</p> <p>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. <u>Some credit cards may not be used in any case.</u></p> <p>(1) Visa</p> <p>(2) MasterCard®</p> <p>(3) JCB</p> <p>(4) AMERICAN EXPRESS</p> <p>(5) Diners Club</p> <p>(Note) <u>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).</u></p>	<p>Article 13 Credit Card for Payment</p> <p>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. <u>Some credit cards may not be usable at the discretion of the company that issued the relevant credit card.</u></p> <p>(1) Visa</p> <p>(2) MasterCard®</p> <p>(3) JCB</p> <p>(4) AMERICAN EXPRESS</p> <p>(5) Diners Club</p> <p>(6) <u>Discover Card</u></p> <p>(Note) <u>A part of the Service cannot be used with any credit card for which a physical card does not exist, such as a virtual card or other intangible credit card, or any credit card of a size that differs from the ordinary size (ID-1 specified in ISO/IEC 7810).</u></p>

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<p>(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.</p> <ol style="list-style-type: none"> 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. <p style="text-align: center;">(Partially omitted)</p>	<p>(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.</p> <ol style="list-style-type: none"> 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. 4. <u>When using the Service, the Member shall bring the Credit Card for Payment, and if the staff requests the Member to present it for confirmation on the Member Qualification or for other reasons, the Member shall meet such request. If the Member does not have the Credit Card for Payment and the membership cannot be verified by other means, the Member may be subject to the fare for the basic fare ticket and limited express ticket set forth in the Regulations on Passenger Operations for the section and facilities used by such Member.</u> <p style="text-align: center;">(Partially omitted)</p>
<p>Article 16 Execution of Transport Contracts</p> <ol style="list-style-type: none"> 1. 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. 2. 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. 3. Notwithstanding the preceding paragraph, the Parties may give a notice of acceptance or reservation number to the Member through the Customer Center. 4. A transport contract shall be executed at the time when either of the notices set forth in the preceding two paragraphs is given. If such notice is not given by the Parties, the Member shall call the Customer Center and follow the instructions thereof. 	<p>Article 16 Execution of Transport Contracts</p> <ol style="list-style-type: none"> 1. 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. 2. 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. 3. Notwithstanding the preceding paragraph, the Parties may give a notice of acceptance or reservation number to the Member through the Customer Center. 4. A transport contract shall be executed at the time when either of the notices set forth in the preceding two paragraphs is given. If such notice is not given by the Parties, the Member shall call the Customer Center and follow the instructions thereof.

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<p>5. At the time of the execution of transport contract, the price of the product of the Service shall be paid by the Credit Card for Payment. The execution of a transport contract may be restricted due to the credit card limit amount or for other reasons.</p> <p>6. The date of the execution of transport contract shall be indicated as the date of purchase shown on the face of a product of the Service and as the date of use of the Credit Card for Payment. For this reason, if a transport contract is executed on a day prior to the date of boarding on a Shinkansen, the date of boarding on a Shinkansen differs from the date of use of the Credit Card for Payment.</p> <p style="text-align: center;">(Partially omitted)</p>	<p>5. At the time of the execution of transport contract, the price of the product of the Service shall be paid by the Credit Card for Payment. The execution of a transport contract may be restricted due to the credit card limit amount or for other reasons.</p> <p>6. The date of the execution of transport contract shall be indicated as the date of purchase shown on the face of a product of the Service and as the date of use of the Credit Card for Payment. For this reason, if a transport contract is executed on a day prior to the date of boarding on a Shinkansen, the date of boarding on a Shinkansen differs from the date of use of the Credit Card for Payment.</p> <p>7. <u>A transport contract in the case of any special boarding method specified in Article 27-2 of the “EX Service Conditions of Carriage” shall be deemed to be executed when the Member or the User passes through an automatic ticket gate to board the train at the station, regardless of the provisions of paragraph 4. In such case, fares, etc. under the transport contract shall be charged and received based on the record of entering and exiting an automatic ticket gate by deeming that the “smartEX Service (ordinary car, non-reserved seat)” is used for the section actually used on the date of actually boarding the train. Further, the settlement of fares, etc. under the transport contract shall be carried out with the Credit Card for Payment on or after the date of boarding, regardless of the provisions of paragraph 5, and at the same time, a notification of the transport contract shall be made by E-mail Transmission, etc. stating the content of the settlement.</u></p> <p style="text-align: center;">(Partially omitted)</p>
<p>Article 19 Amendment and Cancellation of Transport Contracts</p> <p>1. The Member shall apply for the amendment of a product of the Service or the refund of the value thereof using the Reservation Site by the method separately determined by the Parties.</p> <p>2. 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.</p> <p>3. Notwithstanding the preceding paragraph, the Parties may give a notice of acceptance</p>	<p>Article 19 Amendment and Cancellation of Transport Contracts</p> <p>1. The Member shall apply for the amendment of a product of the Service or the refund of the value thereof using the Reservation Site by the method separately determined by the Parties.</p> <p>2. 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.</p> <p>3. Notwithstanding the preceding paragraph, the Parties may give a notice of acceptance</p>

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<p>to the Member through the Customer Centre.</p> <p>4. A transport contract shall be amended or cancelled at the time when either of the notices set forth in the preceding two paragraphs is given. If such notice is not given by the Parties, the Member shall call the Customer Center and follow the instructions thereof.</p> <p>5. When amending or cancelling a transport contract, the settlement shall be made by the Credit Card for Payment used at the time of executing the transport contract, in principle. For amending a transport contract, the price of the amended product of the Service shall be paid firstly and then the price of the original product of the Service shall be refunded with the payment of the refund fee. For this reason, the amendment of a transport contract may be restricted due to the credit card limit or for other reasons.</p> <p>6. In cases where the Member amends a transport contract after changing the Credit Card for Payment used for the execution of such transport contract, the Credit Card for Payment after the change shall be used for the payment of the price of the amended product of the Service, and the Credit Card for Payment before the change shall be used for the refund of the price of the original product of the Service and the payment of the refund fee. If the Member changes the Credit Card for Payment after the execution of a transport contract and cancels such transport contract, the Credit Card for Payment before the change shall be used for the refund of the price of the product of the Service and the payment of the refund fee.</p> <p>7. Notwithstanding the preceding two paragraphs, the price of a product of the Service may be refunded in cash or by other means if the Member so requests and the Parties approve such request or if the train cannot be operated or the Parties exceptionally approve it.</p> <p>8. In cases where the payment cannot be settled by the Credit Card for Payment, the payment may be settled by other means determined by the Parties based on the instructions of the credit card company or other institution.</p> <p>9. In cases where the IC Service is not used or the product of the Service is not received, the transport contract shall be deemed to have been cancelled after the time of departure of the reserved train on the date of boarding in the case of <u>reserved seats of</u> an ordinary car or a Green Car (first-class car), or deemed to have been cancelled on the date of</p>	<p>to the Member through the Customer Center.</p> <p>4. A transport contract shall be amended or cancelled at the time when either of the notices set forth in the preceding two paragraphs is given. If such notice is not given by the Parties, the Member shall call the Customer Center and follow the instructions thereof.</p> <p>5. When amending or cancelling a transport contract, the settlement shall be made by the Credit Card for Payment used at the time of executing the transport contract, in principle. For amending a transport contract, the price of the amended product of the Service shall be paid firstly and then the price of the original product of the Service shall be refunded with the payment of the refund fee. For this reason, the amendment of a transport contract may be restricted due to the credit card limit or for other reasons.</p> <p>6. In cases where the Member amends a transport contract after changing the Credit Card for Payment used for the execution of such transport contract, the Credit Card for Payment after the change shall be used for the payment of the price of the amended product of the Service, and the Credit Card for Payment before the change shall be used for the refund of the price of the original product of the Service and the payment of the refund fee. If the Member changes the Credit Card for Payment after the execution of a transport contract and cancels such transport contract, the Credit Card for Payment before the change shall be used for the refund of the price of the product of the Service and the payment of the refund fee.</p> <p>7. Notwithstanding the preceding two paragraphs, the price of a product of the Service may be refunded in cash or by other means if the Member so requests and the Parties approve such request or if the train cannot be operated or the Parties exceptionally approve it.</p> <p>8. In cases where the payment cannot be settled by the Credit Card for Payment, the payment may be settled by other means determined by the Parties based on the instructions of the credit card company or other institution.</p> <p>9. In cases where the IC Service <u>or QR-Ticket Service</u> is not used or the product of the Service is not received, the transport contract shall be deemed to have been cancelled after the time of departure of the reserved train on the date of boarding in the case of <u>a reserved seat in</u> an ordinary car or a Green Car (first-class car), or deemed to have been cancelled on the date of boarding in the case of <u>a non-reserved seat in</u> an ordinary car,</p>

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<p>boarding in the case of <u>non-reserved seats of</u> an ordinary car, and the price thereof shall be refunded after a day following the date of boarding by deducting the amount separately specified by the Parties or the refund fee.</p> <p>(Partially omitted)</p>	<p>and the price thereof shall be refunded after a day following the date of boarding by deducting the amount separately specified by the Parties or the refund fee.</p> <p>(Partially omitted)</p>
<p>Article 22 Use of IC Service</p> <ol style="list-style-type: none"> 1. <u>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.</u> 2. For changing the IC Card, the Member shall make such change using the Reservation Site. 3. <u>When using the IC Service, the Member shall bring the Credit Card for Payment that is registered with the Service, and if the staff requests the Member to present it for confirmation on the Member Qualification or for other reasons, the Member shall meet such request.</u> <u>(Note) In the case of a virtual card and other intangible credit cards, the Member shall be deemed to not bring any credit card.</u> 4. In cases where the registration of the IC Card is changed after the execution or amendment of a transport contract, the IC Card after the change may be used for the IC Service. 5. When registering a registered-type IC Card, the Member shall register the IC Card held in the name of such Member. <u>Even when registering a nonregistered-type IC Card, the IC Service may be used only by the Member.</u> 6. If the registered IC Card has expired or is invalid, the Member may not use the IC Service. 7. <u>In cases where the Member cannot pass an automatic ticket gate of the boarding station</u> 	<p>Article 22 Use of IC Service</p> <ol style="list-style-type: none"> 1. <u>If the Member or the User wishes to use the IC Card to enter or exit an automatic ticket gate to use a route designated by the Parties with the IC Service, the Member is required to register the IC Card through the Reservation Site, and then, if the Parties approve the use of the IC Service, the Member or the User may board trains by using the IC Card. In addition, when boarding by the IC Card, the Member and the User shall receive the Seat Information when entering an automatic ticket gate and possess it until exiting.</u> 2. For changing the IC Card, the Member shall make such change using the Reservation Site. 3. In cases where the registration of the IC Card is changed after the execution or amendment of a transport contract, the IC Card after the change may be used for the IC Service. 4. When registering a registered-type IC Card, the Member shall register the IC Card held in the name of such Member. 5. If the registered IC Card has expired or is invalid, the Member may not use the IC Service. 6. <u>In cases where the Member or the User cannot pass an automatic ticket gate of the boarding station with the registered IC Card or does not have such IC Card on the date</u>

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<p><u>with the registered IC Card or the Member does not have such IC Card on the date of boarding, the Member shall receive the product of the Service that is retained by the Parties by the method specified in Article 23 at the station ticket office or a ticket vending machine separately specified by the Parties (hereinafter referred to as the “Station Ticket Office, etc.”) before boarding the train.</u></p> <p>8. The hours when the IC Card can be registered using the Reservation Site shall be separately determined by the Parties.</p> <p>(Partially omitted)</p>	<p><u>of boarding, the Member or the User shall board trains by the method specified in Article 23 or Article 24.</u></p> <p>7. The hours when the IC Card can be registered using the Reservation Site shall be separately determined by the Parties.</p> <p>(Partially omitted)</p> <p><u>Article 23 Use of QR-Ticket Service</u></p> <p>1. <u>The Member and the User may board trains using a QR-Ticket. In addition, when boarding by the QR-Ticket, the Member and the User shall receive the Seat Information when entering an automatic ticket gate and possess it until exiting. The Member may be subject to the fare for the basic fare ticket and limited express ticket set forth in the Regulations on Passenger Operations if the Member lose the Seat Information.</u></p> <p>2. <u>In case where the Member or the User cannot pass an automatic ticket gate of the boarding station using QR-Ticket, etc., the Member or the User shall board trains by the method specified in Article 22 or Article 24.</u></p>
<p>Article <u>23</u> Method of Receiving Products of the Service, etc.</p> <p>1. <u>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.</u></p> <p>2. The receipt set forth in the preceding paragraph requires the Pick-up Code as well as the password used by the Member to log into the Reservation Site 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</p>	<p>Article <u>24</u> Method of Receiving Products of the Service, etc.</p> <p>1. <u>The Member who has executed a transport contract through the Service shall receive the product of the Service retained by the Parties at a station ticket office or a ticket vending machine, etc. separately determined by the Parties (hereinafter referred to as the “Station Ticket Office, etc.”) before boarding the train, unless the Member uses the IC Service or QR-Ticket Service.</u></p> <p>2. The receipt set forth in the preceding paragraph requires the Pick-up Code as well as the password used by the Member to log into the Reservation Site 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</p>

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<p>lieu of the password.</p> <p><u>(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.</u></p> <p>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.</p> <p>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.</p>	<p>password.</p> <p>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. <u>However, the receipt period for a ticket-vending machine designated in paragraph 1 shall be separately determined by the Parties.</u></p> <p>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.</p>
<p>Article <u>24</u> Amendment, Suspension and Termination of the Service, etc.</p> <p>1. <u>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.</u></p>	<p>Article <u>25</u> Amendment, Suspension and Termination of the Service, etc.</p> <p>1. <u>The Parties may amend the content of the Service for their own reasons. The Parties may terminate the Service for their own reasons, but in such case, the Parties shall give prior notice to the Member.</u></p>
<p>(Partially omitted)</p>	<p>(Partially omitted)</p>
<p>Article <u>25</u> Exemption of the Parties from Their Liability and Payment of Damages</p> <p>1. The Parties shall not be liable for the following items in connection with the Service:</p> <p>(1) Any disadvantage caused to the Member or a third party by a misrepresentation contained in the Member Information;</p> <p>(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</p>	<p>Article <u>26</u> Exemption of the Parties from Their Liability and Payment of Damages</p> <p>1. The Parties shall not be liable for the following items in connection with the Service:</p> <p>(1) Any disadvantage caused to the Member or a third party by a misrepresentation contained in the Member Information;</p> <p>(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</p>

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<p>of a smartphone;</p> <p>(3) Any disadvantage caused to the Member or a third party by the use of the Membership ID <u>or</u> a password by <u>a third party</u>;</p> <p>(4) Any disadvantage caused to the Member or a third party by the Parties refusing the Membership Registration for the Service;</p> <p>(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 Service by the Parties;</p> <p>(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 other necessary measures taken by the Parties;</p> <p>(7) Any disadvantage caused to the Member or a third party by a change in the telephone number or business hours, etc. of the Customer Center;</p> <p>(8) Any disadvantage caused to the Member or a third party by the Member’s failure to call the Customer Center when no notice is given by the Parties in accordance with Article 5 with regard to the execution of transport contract, etc.;</p> <p>(9) Any disadvantage caused to the Member or a third party where the Service is used outside the user environment or there is any problem in respect of the Member’s smartphone and other communication devices, software, environment settings and the status of communication, etc.;</p> <p>(10) Any disadvantage caused to the Member 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 Japanese law;</p> <p>(11) Any disadvantage caused to the Member 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 Japanese law;</p> <p>(12) Any disadvantage caused to the Member or a third party by the inability to use</p>	<p>of a smartphone;</p> <p>(3) Any disadvantage caused to the Member or a third party by the use of the Membership ID <u>and</u> a password by <u>any person other than the Member</u>;</p> <p>(4) Any disadvantage caused to the Member or a third party by the Parties refusing the Membership Registration for the Service;</p> <p>(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 Service by the Parties;</p> <p>(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 other necessary measures taken by the Parties;</p> <p>(7) Any disadvantage caused to the Member or a third party by a change in the telephone number or business hours, etc. of the Customer Center;</p> <p>(8) Any disadvantage caused to the Member or a third party by the Member’s failure to call the Customer Center when no notice is given by the Parties in accordance with Article 5 with regard to the execution of transport contract, etc.;</p> <p>(9) Any disadvantage caused to the Member or a third party where the Service is used outside the user environment or there is any problem in respect of the Member’s smartphone and other communication devices, software, environment settings and the status of communication, etc.;</p> <p>(10) Any disadvantage caused to the Member 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 Japanese law;</p> <p>(11) Any disadvantage caused to the Member 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 Japanese law;</p> <p>(12) Any disadvantage caused to the Member or a third party by the inability to use the</p>

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<p>the Service due to system maintenance, a system fault affecting the credit card company or other institutions or other reasons attributable such institutions;</p> <p>(13) Any disadvantage caused to the Member or a third party by the inability to use the Service due to measures taken by the credit card company or other institutions;</p> <p>(14) Any disadvantage caused to the Member or a third party where the Member fails to update the Credit Card for Payment using the Reservation Site before the expiry date of the Credit Card for Payment and therefore is unable to use the Service;</p> <p>(15) Any disadvantage caused to the Member or a third party where the Member has registered, as the Credit Card for Payment, 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);</p> <p>(16) Any disadvantage caused to the Member or a third party where the Member has registered, as the Credit Card for Payment, a debit-type or prepaid-type credit card;</p> <p>(17) Any disadvantage caused to the Member or a third party due to invalidation/expiration of IC Card;</p> <p>(18) Any disadvantage caused to the Member or a third party by a breach by the Member of the Agreement, the individual terms and conditions, transport conditions separately provided by the Parties, laws and regulations, etc.;</p> <p>(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 provisions hereof; and</p> <p>(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.</p>	<p>Service due to system maintenance, a system fault affecting the credit card company or other institutions or other reasons attributable such institutions;</p> <p>(13) Any disadvantage caused to the Member or a third party by the inability to use the Service due to measures taken by the credit card company or other institutions;</p> <p>(14) Any disadvantage caused to the Member or a third party where the Member fails to update the Credit Card for Payment using the Reservation Site before the expiry date of the Credit Card for Payment and therefore is unable to use the Service;</p> <p>(15) Any disadvantage caused to the Member or a third party where the Member has registered, as the Credit Card for Payment, 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);</p> <p>(16) Any disadvantage caused to the Member or a third party where the Member has registered, as the Credit Card for Payment, a debit-type or prepaid-type credit card;</p> <p>(17) Any disadvantage caused to the Member or a third party due to invalidation/expiration of IC Card;</p> <p>(18) <u>Any disadvantage caused to the Member or a third party in cases where the Member or a third party was unable to enter or exit an automatic ticket gate using an IC Card due to service maintenance, failure, etc. of the IC Card;</u></p> <p>(19) Any disadvantage caused to the Member or a third party by a breach by the Member of the Agreement, the individual terms and conditions, transport conditions separately provided by the Parties, laws and regulations, etc.;</p> <p>(20) 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 provisions hereof; and</p> <p>(21) 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.</p>
<p>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</p>	<p>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</p>

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<p>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.</p>	<p>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.</p>
<p>Chapter 4 Other</p>	<p>Chapter 4 Other</p>
<p>Article <u>26</u> Incidental Services</p>	<p>Article <u>27</u> Incidental Services</p>
<p>The Parties and their affiliated companies may provide a service incidental to the Service or the Reservation Site (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 Site.</p>	<p>The Parties and their affiliated companies may provide a service incidental to the Service or the Reservation Site (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 Site.</p>
<p>Article <u>27</u> Ownership of Rights</p>	<p>Article <u>28</u> Ownership of Rights</p>
<p>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.</p>	<p>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.</p>
<p>Article <u>28</u> Prohibition on Assignment of Claims and Provision of Claims as Collateral</p>	<p>Article <u>29</u> Prohibition on Assignment of Claims and Provision of Claims as Collateral</p>
<p>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.</p>	<p>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.</p>
<p>Article <u>29</u> Prohibition on Set-off</p>	<p>Article <u>30</u> Prohibition on Set-off</p>
<p>The Member shall not, for any reason, set off the monetary debts arising under the Agreement against any claim against the Parties.</p>	<p>The Member shall not, for any reason, set off the monetary debts arising under the Agreement against any claim against the Parties.</p>
<p>Article <u>30</u> Governing Law and Court of Jurisdiction</p>	<p>Article <u>31</u> Governing Law and Court of Jurisdiction</p>
<p>The Agreement shall be governed by the laws of Japan. The Nagoya District Court or the Osaka District Court shall have the exclusive jurisdiction for the first instance over all disputes arising between the Parties and the Member in connection with the Service and the</p>	<p>The Agreement shall be governed by the laws of Japan. The Nagoya District Court or the Osaka District Court shall have the exclusive jurisdiction for the first instance over all disputes arising between the Parties and the Member in connection with the Service and the</p>

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<p data-bbox="98 148 241 177">Agreement.</p> <p data-bbox="98 233 524 261">Article <u>31</u> Exceptional Handling</p> <p data-bbox="98 276 1111 349">The Parties may handle an issue differently from the provisions hereof, if the Parties consider that such handling is particularly necessary.</p> <p data-bbox="98 405 640 434">Article <u>32</u> Elimination of Antisocial Forces</p> <ol data-bbox="98 448 1111 1428" style="list-style-type: none"> <li data-bbox="98 448 1111 1038">1. The Member hereby represents and warrants that he or she does not and will not fall under any of the following items: <ol style="list-style-type: none"> <li data-bbox="143 536 421 564">(1) A crime syndicate; <li data-bbox="143 579 1111 652">(2) A crime syndicate member and a person for whom 5 years have not yet elapsed from the date the person ceased to be a crime syndicate member; <li data-bbox="143 667 685 695">(3) An associate member of a crime syndicate; <li data-bbox="143 710 707 738">(4) A company affiliated with a crime syndicate; <li data-bbox="143 753 1111 865">(5) A corporate racketeer, a group engaging in criminal activities under the pretext of conducting social campaigns, etc. or a crime group specialised in intellectual crimes; <li data-bbox="143 879 869 908">(6) A person living with the parties listed in the preceding items; <li data-bbox="143 922 696 951">(7) An organised crime group or terrorist group; <li data-bbox="143 965 887 994">(8) A member of an organised crime group or terrorist group; and <li data-bbox="143 1008 707 1037">(9) Any other person equivalent to the foregoing. <li data-bbox="98 1053 1111 1428">2. The Member shall warrant that he or she will not perform the following acts or have any third party perform such acts: <ol style="list-style-type: none"> <li data-bbox="143 1141 409 1169">(1) A violent demand; <li data-bbox="143 1184 719 1212">(2) An unfair demand beyond legal responsibility; <li data-bbox="143 1227 1111 1300">(3) An act that uses threatening words or behaviour or violence in connection with transactions; <li data-bbox="143 1315 1111 1428">(4) An act that spreads rumours, uses fraudulent means or resorts to physical violence, thereby damaging the credit of the Parties or obstructing the operations of the Parties; and 	<p data-bbox="1111 148 1254 177">Agreement.</p> <p data-bbox="1111 233 1536 261">Article <u>32</u> Exceptional Handling</p> <p data-bbox="1111 276 2143 349">The Parties may handle an issue differently from the provisions hereof, if the Parties consider that such handling is particularly necessary.</p> <p data-bbox="1111 405 1653 434">Article <u>33</u> Elimination of Antisocial Forces</p> <ol data-bbox="1111 448 2143 1428" style="list-style-type: none"> <li data-bbox="1111 448 2143 1038">1. The Member hereby represents and warrants that he or she does not and will not fall under any of the following items: <ol style="list-style-type: none"> <li data-bbox="1155 536 1433 564">(1) A crime syndicate; <li data-bbox="1155 579 2143 652">(2) A crime syndicate member and a person for whom 5 years have not yet elapsed from the date the person ceased to be a crime syndicate member; <li data-bbox="1155 667 1697 695">(3) An associate member of a crime syndicate; <li data-bbox="1155 710 1720 738">(4) A company affiliated with a crime syndicate; <li data-bbox="1155 753 2143 865">(5) A corporate racketeer, a group engaging in criminal activities under the pretext of conducting social campaigns, etc. or a crime group specialised in intellectual crimes; <li data-bbox="1155 879 1890 908">(6) A person living with the parties listed in the preceding items; <li data-bbox="1155 922 1709 951">(7) An organised crime group or terrorist group; <li data-bbox="1155 965 1906 994">(8) A member of an organised crime group or terrorist group; and <li data-bbox="1155 1008 1720 1037">(9) Any other person equivalent to the foregoing. <li data-bbox="1111 1053 2143 1428">2. The Member shall warrant that he or she will not perform the following acts or have any third party perform such acts: <ol style="list-style-type: none"> <li data-bbox="1155 1141 1422 1169">(1) A violent demand; <li data-bbox="1155 1184 1731 1212">(2) An unfair demand beyond legal responsibility; <li data-bbox="1155 1227 2143 1300">(3) An act that uses threatening words or behaviour or violence in connection with transactions; <li data-bbox="1155 1315 2143 1428">(4) An act that spreads rumours, uses fraudulent means or resorts to physical violence, thereby damaging the credit of the Parties or obstructing the operations of the Parties; and

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(5) Other acts equivalent to the foregoing.	(5) Other acts equivalent to the foregoing.

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