

# **Tokaido Sanyo Kyushu Shinkansen Internet Reservation Service Membership Agreement**

This Tokaido Sanyo Kyushu 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”), West Japan Railway Company (hereinafter referred to as “JR West”) and Kyushu Railway Company (hereinafter referred to as “JR Kyushu”; JR Central, JR West, and JR Kyushu are collectively referred to as the “Parties”) with regard to the use of the Tokaido Sanyo Kyushu Shinkansen Internet Reservation Service of the Tokaido Sanyo Kyushu 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 between the Member and the Parties.
2. The Member shall comply with the Agreement when using the Service.
3. 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.
4. 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.

### **Article 2 Definitions**

The major terms used herein shall be defined as follows:

- (1) The term “Tokaido Sanyo Kyushu Shinkansen” means the Tokaido Line (Shinkansen) between Tokyo and Shin-Kobe, the Sanyo Line (Shinkansen) between Shin-Kobe and Kokura, the Kagoshima Line (Shinkansen) between Kokura and Shin-Yatsushiro, the Kyushu Shinkansen between Shin-Yatsushiro and Sendai, and the Kagoshima Line (Shinkansen) between Sendai and Kagoshima-Chuo.
- (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 “User” means any customer other than the Member who is permitted to board trains under a transport contract executed by the Member.
- (4) 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.

(5) The term “EX Service” collectively refers to the Express Reservation Service, the smartEX Service and the Service that are provided by the Parties.

(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/>).

(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.

(8) The term “IC Card” means the following IC card tickets:

(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) SUGOCA tickets and SUGOCA season tickets issued by JR Kyushu

(d) Kitaca tickets and Kitaca season tickets issued by Hokkaido Railway Company

(e) PASMO and PASMO PASSPORT issued by PASMO Co., Ltd.

(f) Suica tickets, Suica season tickets and Welcome Suica tickets issued by East Japan Railway Company

(g) Monorail Suica tickets and Monorail Suica season tickets issued by Tokyo Monorail, Co., Ltd.

(h) Rinkai Suica tickets and Rinkai Suica season tickets issued by Tokyo Waterfront Area Rapid Transit, Inc.

(i) manaca issued by Nagoya Transportation Development Organisation Co. Ltd.

(j) manaca issued by M.I.C. Co., Ltd.

(k) PiTaPa cards and IC tickets with a transport pass of a local government, etc. that are issued by Surutto Kansai Co., Ltd.

(l) IC cards issued by transport management operators in Fukuoka City

(m) nimoca cards issued by nimoca Co., Ltd.

(9) The term “IC Service” means the service included in the Service that enables the Member and the User to board the Tokaido Sanyo Kyushu Shinkansen with IC Card registered by the Member through the Reservation Site.

(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.

(11) 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.

(12) The term “QR-Ticket Service” means the service included in the Service that enables the Member and the User to board the Tokaido Sanyo Kyushu Shinkansen using a “QR-Ticket”, which will be displayed on the Reservation Site.

### Article 3 Time and Currency

1. The Agreement and the Service shall indicate dates and time based on Japan Standard Time and indicate the price in Japanese yen.

2. The exchange rate, the date of exchange and the accompanying foreign transaction fee prescribed by the credit card company etc. shall be governed by a contract between the Member and his or her credit card

company, when the Member enter into, amend or cancel a transport contract of this Service.

## Chapter 2 Member

### Article 4 Membership Registration and Member Information

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 Kyushu 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 (including the information after amendments to be made after the Membership Registration; 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 Kyushu 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.

4. The Applicant falling under any of the following items may not perform the Membership Registration:

- (1) A person under 18 years old; and
- (2) A person who is adult ward, person under curatorship or person under assistance and has not obtained the consent of the statutory agent, guardian, curator or assistant.

5. In cases where any of the following items applies to the Applicant, the Parties may not approve the Membership Registration:

- (1) Where the Credit Card for Payment is subject to a disposition to suspend the use thereof, etc. by the credit card company, payment collection agency, financial institutions, etc.;
- (2) Where the Applicant performs the Membership Registration with a Credit Card for Payment or an IC Card that has already been registered with the EX Service;
- (3) Where the Applicant’s Member Qualification was suspended or cancelled in the past due to a breach of the Agreement, the individual terms and conditions, the transport conditions provided by the Parties, laws and regulations, etc., or other reasons;

(4) Where the Applicant's Member Qualification has been suspended or cancelled due to a breach of the EX Service membership terms and conditions, etc.; and

(5) Where the Parties consider that it is inappropriate to give the Applicant qualification as a Member.

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, the Member shall promptly amend the Member Information using the Reservation Site.

#### 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 Member by posting such notices on the Service Guidance Website or the Reservation 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 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 Reservation Site.

3. If the notices set forth in paragraph 1 are given by the E-mail Transmission, such notices 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.

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 notices as set forth in paragraph 1.

#### Article 6 Use of Member Information

1 The Member-related information that is acquired by the Parties in connection with the Service (Member Information, purchase history, server communication logs, etc.) shall be handled in accordance with the Tokaido Sanyo Kyushu Shinkansen Internet Reservation Service Privacy Policy, and applicable supplements.

2 If the Applicant does not agree to all or a part of the Tokaido Sanyo Kyushu Shinkansen Internet Reservation Service Privacy Policy set forth in the preceding paragraph (except for the Supplement to Tokaido Sanyo Kyushu Shinkansen Internet Reservation Service Privacy Policy for European Economic Area("EEA") and UK Customers), the Parties may refuse his/her Membership Registration.

#### 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.

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 Kyushu 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, 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.

5. When using the Service, the Member shall be responsible for all the acts performed by such Member and User 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.

#### Article 8 Contact for Inquiry from Members

1. Any inquiry from the Member about how to use the Service and others shall be made to the Tokaido Sanyo Kyushu Shinkansen Internet Reservation Service Customer Center (hereinafter referred to as the “Customer Center”), and the method and times of receiving inquiries, etc. shall be separately determined by the Parties and posted on the Service Guidance Website 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 Kyushu Shinkansen Internet Reservation Service Privacy Policy, and applicable supplements that are 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.

#### Article 9 Membership Re-registration

The Member may perform the Membership Registration again (hereinafter referred to as the “Membership Re-registration”) with the same Member Information that has already been registered with regard to certain items of the Member Information as separately determined by the Parties. In such case, the Parties shall carry out the procedure for the withdrawal of the original Member, whose Member Qualification will be lost. For this reason, the Membership Re-registration may not be performed in the cases set forth in the items of paragraph 2 of the following article.

#### Article 10 Withdrawal from Membership

1. A Member desiring to withdraw from the membership of the Service shall carry out the withdrawal procedure using the Reservation Site.

2. Notwithstanding the preceding paragraph, if any of the following items applies to the Member, the withdrawal procedure may not be carried out:

(1) Where the Parties store any product of the Service;

(2) Where the Member is on board a train, etc. using the IC Service or QR-Ticket Service;

(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;

(4) Where two days have not elapsed from the day on which the Member used the IC Service or QR-Ticket Service or received a product of the Service or the refund of the value of thereof; and

(5) Where the E-mail Address registered by the Member is incorrect.

3. 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.

4. 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:

(1) 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

(2) Where the Member has applied for special provisions of the Express Reservation Service with the Credit Card for Payment, and JR Central has approved it.

#### Article 11 Suspension and Cancellation of Member Qualification

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:

(1) Where the Member or the User is in breach of the Agreement, the individual terms and conditions, the transport conditions separately provided by the Parties, laws and regulations, etc.;

(2) Where the Member Information contains any false information;

(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;

(4) Where the company issuing the Credit Card for Payment or any other institution requests that the Parties cancel the Member Qualification;

(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;

(6) Where the Member or the User 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);

(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

(8) Where the Parties consider that it is inappropriate to permit the Member or the User to use the Service.

### Chapter 3 Tokaido Sanyo Kyushu 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.

3. With respect to the content of a transport contract executed through the Service, the EX Service Transport Conditions that are separately provided by the Parties shall be applied except for the matters provided in the Agreement. The EX Service Transport Conditions are written in Japanese, and the Parties shall not be liable for any disadvantage caused to the Member by the absence of translation thereof into a language used in the country where the Member lives.

4. Depending on the ride section and other details of use, the price paid when using the Service may be higher than the price paid when executing another transport contract at a station ticket office, etc. in Japan.

#### 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 usable at the discretion of the company that issued the relevant credit card.

(1) Visa

(2) MasterCard®

(3) JCB

(4) AMERICAN EXPRESS

(5) Diners Club

(6) Discover Card

(Note) 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).

(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.

4. 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.

#### Article 14 User Environment

The information on the user environment for the Service (communication device, software, etc.) shall be posted on the Service Guidance Website.

## Article 15 Period of Application for Purchase of Products of the Service and Time of Application and Response

The period in which and the hours at which applications can be made for the purchase or amendment of a product of the Service or for the refund of the value of such product, as well as the timing of responses to such applications and other aspects related to purchase or amendment of a product or the refund of the value thereof shall be provided on the Service Guidance Website or otherwise by other means. There is a restriction on the number of applications for the purchase of a product of the Service, and such restriction shall be separately determined by the Parties.

## Article 16 Execution of Transport Contracts

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.
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.
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.
7. 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.

## Article 17 Company Selling Products of the Service

1. The company selling a product of the Service shall be JR Central if the boarding station is any station located between Tokyo and Kyoto or the train departs from Shin-Osaka to the direction of Tokyo. It shall be JR West if the boarding station is any station located between Shin-Kobe and Kokura or the train departs from Shin-Osaka towards Kagoshima-Chuo or the train departs from Hakata towards Tokyo. It shall be JR Kyushu if the boarding station is any station located between Shin-Tosu and Kagoshima-Chuo or the train departs from Hakata towards Kagoshima-Chuo.

2. In cases where the Member purchases a round trip product of the Service, the boarding station for the first boarding that is entered by the Member on the Reservation Site shall be deemed to be the boarding station for the entire trip, and thereby the provisions of the preceding paragraph shall be applied with regard to the company selling the product via the Service; provided, however, that this shall not apply if otherwise provided by the Parties.

#### 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 apply for refund of the value thereof, and the Member may confirm the content of the executed transport contract using the Reservation Site.

#### 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 of the value thereof using the Reservation Site by the method separately determined by the Parties.

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.

3. Notwithstanding the preceding paragraph, the Parties may give a notice of acceptance to the Member through the Customer Center.

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.

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.

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.

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.

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.

9. In cases where the IC Service or QR-Ticket 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 a reserved seat in 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 a non-reserved seat in 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.

#### 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 and train 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 8:00 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 8:00 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.

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 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 8:00 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.

2. If a Member has made the After-hours Reservation Request, the Parties shall give a 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 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

1. 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.

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. 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 of boarding, the Member or the User shall board trains by the method specified in Article 23 or Article 24.

7. The hours when the IC Card can be registered using the Reservation Site shall be separately determined by the Parties.

## Article 23 Use of QR-Ticket Service

1. 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.

2. 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.

Article 24 Method of Receiving Products of the Service, etc.

1. 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.
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 password.
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. However, the receipt period for a ticket-vending machine designated in paragraph 1 shall be separately determined by the Parties.
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 25 Amendment, Suspension and Termination of the Service, etc.

1. 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.
2. In cases where any of the following items applies, the Parties may amend or suspend the Service and restrict access to the Service without giving prior notice to the Member:
  - (1) Where the Service cannot be used due to system maintenance, a system fault affecting the Service or other reasons;
  - (2) Where the Service cannot be provided as usual due to a war, riot, disturbance, labour dispute, fire, power failure, natural disaster or other emergency events, or for a reason not attributable to the Parties;
  - (3) Where the Service cannot be used due to system maintenance, a system fault affecting the credit card company or other institutions, or other reasons attributable to such institutions;
  - (4) Where the Service cannot be used due to measures carried out by the credit card company or other institutions; and
  - (5) Where the Parties consider that it is necessary to amend or suspend the Service or restrict access to the Service by the Member for operational purposes.

Article 26 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 of a smartphone;

- (3) Any disadvantage caused to the Member or a third party by the use of the Membership ID and a password by any person other than the Member;
- (4) Any disadvantage caused to the Member or a third party by the Parties refusing the Membership Registration for the Service;
- (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;
- (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;
- (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;
- (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.;
- (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.;
- (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;
- (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;
- (12) Any disadvantage caused to the Member or a third party by the inability to use the Service due to system maintenance, a system fault affecting the credit card company or other institutions or other reasons attributable such institutions;
- (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;
- (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;
- (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);
- (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;
- (17) Any disadvantage caused to the Member or a third party due to invalidation/expiration of IC Card;
- (18) 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;

(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.;

(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

(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.

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 27 Incidental Services

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.

### Article 28 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 29 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 30 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.

### Article 31 Governing Law and Court of Jurisdiction

The Agreement shall be governed by the laws of Japan. The Nagoya District Court, the Osaka District Court, or the Fukuoka 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 Agreement.

### Article 32 Exceptional Handling

The Parties may handle an issue differently from the provisions hereof, if the Parties consider that such handling is particularly necessary.

### Article 33 Elimination of Antisocial Forces

1. The Member hereby represents and warrants that he or she does not and will not fall under any of the following items:

- (1) A crime syndicate;
- (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;
- (3) An associate member of a crime syndicate;
- (4) A company affiliated with a crime syndicate;
- (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;
- (6) A person living with the parties listed in the preceding items;
- (7) An organised crime group or terrorist group;
- (8) A member of an organised crime group or terrorist group; and
- (9) Any other person equivalent to the foregoing.

2. The Member shall warrant that he or she will not perform the following acts or have any third party perform such acts:

- (1) A violent demand;
- (2) An unfair demand beyond legal responsibility;
- (3) An act that uses threatening words or behaviour or violence in connection with transactions;
- (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
- (5) Other acts equivalent to the foregoing.

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