

smartEX / ExpressRide App Service Use Agreement

Article 1 Applicability

1. “smartEX / ExpressRide App Service Use Agreement” (hereinafter referred to as the “**Agreement**”) is applied when Tokaido Sanyo Kyushu Shinkansen Internet Reservation Service (hereinafter referred to as the “**Service**”) provided jointly by Central Japan Railway Company (hereinafter referred to as the “**Company**”) , West Japan Railway Company and Kyushu Railway Company is used on the smartphone applications, “smartEX App” and “ExpressRide App” (hereinafter collectively referred to as the “**Reservation App**”) that are provided by the Company between the Company and the users (hereinafter referred to as the “**Member**”) of the Reservation App.
2. The Agreement is an agreement on the use of the app and, upon using the Service provided by the Reservation App, there needs to be agreement in regard to the Tokaido Sanyo Kyushu Shinkansen Internet Reservation Service Membership Agreement (hereinafter simply referred to as the “**Membership Agreement**”), the Tokaido Sanyo Kyushu Shinkansen Internet Reservation Service Privacy Policy, and applicable supplements as separately determined. If any matter overlaps or conflicts with the Membership Agreement, the Agreement shall prevail.
3. With regard to any matter not specified in the Agreement, the Membership Agreement and other special provisions shall apply.
4. If the Member does not agree with the Agreement, it may not use the Reservation App.
5. The country/region where the Service is available shall be separately determined by the Company.

Article 2 Conditions of Use, etc.

- 1 The Company shall grant, without charge, a non-exclusive and non-transferable right to use the Reservation App to the Member who has downloaded the Reservation App under the condition that the Member complies with the Agreement.
- 2 The Member shall, at his or her own responsibility and expense, acquire a smartphone and a means of communication that are necessary for using the Reservation App, and upon doing so, shall download the Reservation App to his or her smartphone.
- 3 The Member shall pay all communication fees incurred for downloading and using the Reservation App (including cases where the Reservation App is upgraded or the Reservation App automatically performs communications).
- 4 In cases where the Member no longer uses the smartphone onto which the Reservation App has been downloaded due to a change of devices, etc., the Member shall make sure to delete the Reservation App. The same shall apply to the cases where the Member disposes of the smartphone onto which the Reservation App has been downloaded or submits it for repair.
- 5 When using the Reservation App, the Member shall not conduct the prohibited matters set forth in Article 8, unless otherwise expressly agreed by the Company.

Article 3 Amendment, etc. of the Service, etc.

The Company may, when it considers it necessary, carry out the amendment of the content of the Reservation App, the change of the distribution or delivery method, the suspension, discontinuance, termination of the delivery, the restriction of some functions, etc. without any procedure such as prior agreement of or notice to the Member.

Article 4 Member Information

As the Reservation App is using “Firebase” provided by Google LLC as an analysis tool, it acquires the following information:

- Terminal information, and
- Version, etc. of the Reservation App or OS

The information acquired shall be handled in accordance with the Google Privacy Policy (<https://policies.google.com/privacy?hl=en>).

Article 5 Disclaimer

1. The Company shall not give any warranty that there will be no actual or statutory defects (including, but not limited to, safety, reliability, accuracy, completeness, effectiveness, fitness for a particular purpose, operation on terminals, fitness for terminals, deficiency of security, etc., error or bug, infringement of right) with regard to the Reservation App and the content thereof.
2. If any defect exists in the Reservation App, the Company shall carry out the handling, including the modification or the distribution, or delivery of an updated version, at their discretion; however, the Company shall not be obliged to perform the rectification of bugs, functional additions, version upgrades, etc.
3. Any disadvantage caused to the Member or a third party where the number of reservations and other information cannot be obtained in real time, causing a time lag, due to the communication status of the Member, etc.;
4. Any disadvantage caused to the Member or a third party in association with the damage of the Member's smartphone, etc. or the loss of data, etc. resulting from the download or use of the Reservation App;
5. The Company shall not be liable for damage or any other disadvantage caused directly or indirectly to the Member or other third parties arising from the Reservation App or the use thereof.
6. The Company shall not be liable for damage or any other disadvantage caused directly or indirectly to the Member by the use of the Reservation App by a third party other than the Member as a result of the loss, theft, etc. of a smartphone.
7. If a contract under the Agreement falls under the category of a "consumer contract" defined in Article 2, paragraph (3) of the Consumer Contract Act (Act No. 61 of 2000), any provision of the Agreement that fully discharges the Company from its liabilities shall not apply. If a contract under the Agreement falls under the category of a "consumer contract," and if the Company is liable for damages for non-performance or tort in connection with the use of the Reservation App, unless the Company is intentionally or grossly negligent, the Company shall be liable for damages up to the total amount paid by the Member to the Company. However, the Company shall not be liable for any damage caused by special circumstances (including cases where the occurrence of the damage was foreseen or foreseeable).

Article 6 Amendment of the Agreement

The Company may amend the content of the Agreement for any reason, after the Company notifies the Member the amendment and its effective date on the Company's website or in the Reservation App; however, in the case of an amendment which requires the Member's consent based on laws and regulations, the Company shall notify the Member of above matters and obtain the Member's consent. The Member shall be deemed to have consented to such amendment by use of the Reservation App after the effective date of such amendment.

Article 7 Ownership of Rights

The intellectual property rights, including copyright, trademark rights, and any other rights on the Reservation App, shall be owned by the Company or a duly authorized third party. This Agreement shall not grant the transfer of any rights unless otherwise expressly set forth.

Article 8 Prohibited Matters

When using the Reservation App, the Member shall not perform any act listed below. Upon discovery of such prohibited

matters performed by the Member, the Company may suspend the use of the Service by such Member without giving any notice. In cases where any damage occurs to the Company or a third party due to such misconduct, such Member shall be liable for the damages.

- (1) To use it for the purpose of commerce/profit, etc. exceeding the scope of personal use;
- (2) To perform any act to disturb or interfere with the operation of the Service;
- (3) To use the Service by using the Membership ID of a third party;
- (4) To perform any act that infringes upon or is likely to infringe upon any rights such as copyright of the Company or a third party;
- (5) To perform any act that breaches or is likely to breach terms and conditions, public policy or the Agreement, etc.;
- (6) To reproduce or alter all or part of the Reservation App or perform reverse engineering, decompilation, disassembly or any other act of analysis related to the Reservation App;
- (7) To sell, lease, reproduce or transmit the Reservation App or grant a license to use the Reservation App without the prior approval of the Company; and
- (8) To offer illegal profits to antisocial forces, etc.
- (9) Otherwise perform any act that the Company consider as inappropriate.

Article 9 Others

1. The Agreement is governed by and construed in accordance with the laws of Japan.
2. The Nagoya District Court shall have exclusive agreement jurisdiction for the first instance over any and all disputes in connection with this Agreement and the Reservation App.

Revision Date: June 25, 2022