

Agreement for Use of the Hokkaido Expressway Pass

Established April 1, 2016

Revised on October 1, 2023

East Nippon Expressway Company Limited

Hokkaido Regional Head Office

Article 1: General Rules

This Agreement shall apply to the "Hokkaido Expressway Pass" (hereinafter referred to as "the Pass") offered by East Nippon Expressway Company Limited (hereinafter referred to as "NEXCO East").

Article 2: Definitions

The terms used in the Agreement shall be defined as followed unless otherwise specified.

- (1) ETC Wireless Communication: This shall refer to the wireless communication in the ETC system as stipulated in Article 2 of the ETC System Terms of Use.
- (2) ETC On-board Device: This shall refer to the wireless device installed in automobiles to communicate the information necessary for the payment of toll fees with roadside antennas.
- (3) Designated Rental Car Company: This shall refer to a company designated by the Company among private automobile rental operators as one which rents automobiles that can use the Pass.
- (4) Designated ETC Card: This shall refer to an ETC credit card which the Designated Rental Car Company has approved for use by the user of the Pass.
- (5) Foreign Nationals etc.: This shall refer to foreign nationals with residence status in Japan and Japanese people with permanent resident status in a foreign country recognized by its government.
- (6) Setup: This shall refer to achieving the state in which it is possible to record and use the information necessary for the payment of toll fees in the ETC On-board Device as stipulated in Article 3 of the ETC System Terms of Use.

Article 3: Applicable Vehicles

1. The automobiles which can use the Pass shall be limited to those which allow journeys via ETC Wireless Communication rented by a designated rental company.
2. The automobiles which can use the Pass shall be limited to ordinary cars which allow journeys via ETC Wireless Communication. (The vehicle model categories shall be based on the fee vehicle model categories of expressways (national route network) announced by the Company according to the stipulations in Article 25, Paragraph 1 of the Act on Special Measures Concerning Road Construction and Improvement (Act No. 7 of 1956); hereinafter the same.)

Article 4: Designated Sections

The Pass may be used on the sections of road prescribed in the following items.

- (a) From Onumakoen IC to Shibetsu-Kenbuchi IC on the Hokkaido Expressway
- (b) From Otaru IC to Sapporo JCT on the Sasson Expressway
- (c) From Yoichi IC to Otaru JCT on the Shiribeshi Expressway
- (d) From Honbetsu IC/Ashoro IC to Chitose-Eniwa JCT on the Doto Expressway
- (e) From Tomakomai-Higashi IC to Numanohata-Nishi IC on the Hidaka Expressway
- (f) From Fukagawa JCT to Fukagawa-Nishi IC on the Fukagawa-Rumoi Expressway

Article 5: Applicable Period

1. The days on which you can use the Pass shall be the continuous period from midnight of the pre-applied usage start date to 11:59 p.m. of the usage end date (hereinafter “Usage Period”) among the days stipulated separately by the Company from November 18, 2022.
2. You may set the Usage Period to any number of days between 2 and 14. The Company shall inform you of the days it stipulates separately on its website.
3. The date and time at which each road is used shall be judged according to the date and time at which the vehicle passes through the entrance and exit toll gates. However, please note the following.
 - (a) The date and time shall be judged by passing through the entrance toll gate when passing through the areas of road that operate on fixed tolls (between Sapporo Minami IC and Sapporo IC on the Hokkaido Expressway, between Sapporo Nishi IC and Sapporo JCT on the Sasson Expressway; the same shall apply hereinafter).
 - (b) On the Sasson Expressway (between Otaru IC and Sapporo Nishi IC), Asari-Main-Line toll gate is used as the entrance toll gate when passing through the Otaru IC as the entrance. When passing through the Otaru IC as an exit, the Asari-Main-Line toll gate shall be used as the exit toll gate. However, when passing between the Asari IC and Otaru IC, Asari toll gate shall be used as the entrance or exit toll gate. When passing through the Sapporo Nishi IC, which does not have an entrance toll gate, the date and time shall be judged only by the date and time of passing through the exit toll gate.
 - (c) On the Doto Expressway (Chitose-Eniwa JCT to Honbetsu IC/Ashoro IC), the Ikeda-Main-Line toll gate is used as the entrance toll gate when passing through the Honbetsu IC/Ashoro IC as the entrance. When passing through the Honbetsu IC/Ashoro IC as an exit, the Ikeda-Main-Line toll gate is used as the exit toll gate. However, when passing between the Ikeda IC and the Honbetsu IC/Ashoro IC, Ikeda toll gate shall be used as entrance or exit toll gate.

Article 6: How to Apply

1. If you wish to use the Pass, please apply for it at the counter of a Designated Rental Car Company upon agreeing to matters stipulated in the Agreement.
2. Please fill in the application date, name of applicant and Usage Period on the usage application form when applying to use the Pass.
3. The application contents shall take effect and be registered once the Designated Rental Car Company confirms the application for the Pass.

Article 7: Usage Conditions

You must satisfy all the following conditions to take a journey on an expressway using the Pass.

- (1) You (the applicant of the Pass) must be a Foreigner etc. with the necessary qualifications to drive in Japan.
- (2) You must carry a passport or a permanent residence permit which verifies your applicability to the previous condition and an international driver’s license.
- (3) You must use a Designated ETC Card.
- (4) You must have consented to the Agreement.

Article 8: How to Use the Pass

1. Please rent an automobile and receive a Designated ETC card from a Designated Rental Car Company.
2. Please comply with the relevant laws/ordinances and how to use ETC and then take journeys on expressways with ETC Wireless Communication using the automobile and Designated ETC Card in the preceding paragraph.

3. If you cannot use the ETC entrance lane due to an inspection or another reason, please receive a toll road ticket from the general entrance lane and then give the tollbooth attendant in the general exit lane your toll road ticket and Designated ETC Card. Similarly, please give the tollbooth attendant in the general exit lane your Designated ETC Card if the ETC exit lane is closed. Drive through the standard lane and hand the Designated ETC Card to the tollbooth attendant even if the ETC lane of a fixed toll section is closed.
4. You can take journeys between interchanges in the applicable sections an unlimited number of times within the Usage Period you applied for the Pass.
5. The tollbooth roadside display device, ETC On-board Device monitor and ETC On-board Device voice guidance system shall inform you of the toll fee amount if the Pass does not apply. However, the fee you have been informed of shall not apply if you meet the applicable requirements of the Pass.
6. Please return the automobile to the Designated Rental Car Company and hand back the Designated ETC Card once you have completed your journey.

Article 9: Billing Etc.

1. Please pay the fee for the Pass at the counter of the Designated Rental Car Company.
2. If there is no record of a journey during the Usage Period you applied for, your application shall be deemed invalid and you shall not be billed the fee for the Pass.
3. If you travel for more than the number of days you applied for, we shall bill you the separate toll fee for the excess travel.
4. If you take a journey using a tollbooth other than the designated sections, we shall bill you the separate toll fee for the journey outside the designated sections.
5. When you use the Pass, if you take a journey with one ordinary car and then take a journey with a vehicle model of a higher class than an ordinary car, the Company shall take payment of the regular fee for the applicable higher class vehicle model for each journey. (The Pass shall not apply.) If you take a journey with a vehicle model of a lower class than an ordinary car, the Company shall take payment of the fee for the Pass pertaining to the registered vehicle model.
6. If a journey applies to one of the following items, your application for the Pass shall be invalidated and the Company shall take payment of the regular fee pertaining to all journeys during the Usage Period. Moreover, if it is determined that you have illegally avoided fees in violation of the Company's Usage Agreement, the Company shall take payment of an extra charge in addition to the regular fee pursuant to the provisions in Article 26 of the Act on Special Measures Concerning Road Construction and Improvement (Act No. 7 of 1956).
 - (1) If you make a journey without installing the Setup ETC On-board Device to your automobile.
 - (2) If you use the Designated ETC Card in two or more automobiles at the same time.
 - (3) In addition to the events stated in the preceding two items, if you use the Pass as a means for an illegal journey.
7. You may be required to separately pay the Designated Rental Car Company the expenses pertaining to the rental of the Designated ETC Card as stipulated by the Designated Rental Car Company.

Article 10: Cancellation Etc.

1. If the Pass is used during the Usage Period, midway cancelations, full refunds and partial refunds shall not be given.
2. You can cancel the Pass up until when you start using it at the counter of a Designated Rental Car Company.
3. You can cancel the Pass even during the Usage Period but only if the Pass has not been used at all during the Usage Period.
4. If you have not made a journey that the Pass has been used on an expressway during the registered Usage Period, the Pass shall be canceled automatically. If you have already paid the fee for the Pass, you shall be refunded the fee for the

Pass at the counter of the Designated Rental Car Company.

5. You cannot change the content of your application for the Pass. Please first cancel your application for the Pass and then apply again.

Article 11: Personal Information

We shall appropriately handle your (applicant of the Pass) personal information in accordance with the Hokkaido Expressway Pass Privacy Protection Policy stipulated separately by the Company.

Article 12: Disclaimers

The Company and shall not accept responsibility for any damage suffered by you (applicant of the Pass) in the following cases.

- (1) When use of the Pass is affected by errors in the content of your application which cannot be attributed to the responsibility of the Company.
- (2) When use of the Pass is affected by the circumstances in the use of ETC which cannot be attributed to the responsibility of the Company.
- (3) When your (applicant of the Pass) personal information is leaked, falsified or stolen due to communication wiretapping, interference or an incident which cannot be attributed to the responsibility of the Company.
- (4) When the use of the Pass is affected by road closures or traffic obstruction (traffic congestion etc.).
- (5) When the use of the Pass is affected by a natural disaster or other force majeure.

Article 13: Changes to the Agreement

1. The Agreement shall be subject to change due to special circumstances.
2. If the Company make changes as stipulated in the preceding paragraph, we shall inform you of those changes by posting them on the Company's website.
3. The Company shall accept no responsibility for any damages suffered by you (applicant of the Pass) due to the changes as stipulated in the preceding paragraph.

Article 14: Translation

The Agreement shall be provided as reference when it has been translated into a language other than Japanese. If a discrepancy arises between the contents of the Japanese version and the translated version, the contents in the Japanese version shall take precedence.

<<Supplementary Provisions>>

The Agreement shall take effect from October 1, 2023. The provisions of the Agreement shall also apply to you (applicant of the Pass) if you have already completed your application for the Pass under the Agreement before the revision when enforcing the Agreement.

Hokkaido Expressway Pass Privacy Policy

East Nippon Expressway Company Limited (hereinafter referred to as NEXCO East), operator of the Hokkaido Expressway Pass (hereinafter referred to as "the Pass") places a great deal of importance on the protection of personal information in order to maintain the trust of customers. Therefore, NEXCO East makes the utmost efforts to protect customers' personal information in accordance with laws related to the protection of personal information and in accordance with the basic policy prescribed below.

(1) Measures for Management of Personal Information

NEXCO East strictly manages customers' personal information by thoroughly training staff in the appropriate handling of information, constructing an internal management system through the establishment and use of internal regulations and manuals, and implementing safety measures for information systems.

(2) Acquisition of Personal Information

NEXCO East acquires the necessary amount of personal information such as name and nationality in order to provide the Pass to the customer.

(3) Use and Provision of Personal Information

NEXCO East will not use personal information acquired from customers for any reasons other than those listed below.

(a) Provision of the Pass

(b) Business related to the provision of the pass

(c) Marketing activities/product development purposes of NEXCO East

(d) Creation of information that cannot identify individuals to understand how the Pass is being used

(e) Analysis of questionnaire information about the Pass for trend research purposes, and sending gifts to customers

NEXCO East will not disclose or supply personal information acquired from customers to third parties unless in the following situations.

(a) When shipment of gifts to customers is partly commissioned to a third party

(b) When analysis of usage trends is partly commissioned to a third party

(c) When required under law

(4) Appropriate Management of Personal Information

NEXCO East strives to maintain accurate and up to date personal information in order to provide excellent services related to the Pass to customers.

NEXCO East implements the necessary measures for appropriately managing personal information to prevent leaks, loss, damage or illegal access to personal information.

(5) Responsibility of Persons Engaged in Processing Personal Information

Employees who are currently or previously engaged in processing personal information shall not inform a third party or unlawfully use the details of any personal information learned through the course of their duties.

(6) Disclosure and Amendment of Personal Information

In cases where a customer requests disclosure of their own personal information kept by NEXCO East, NEXCO East shall promptly disclose the personal information to the customer unless doing so would substantially interfere with the execution of duties related to the Pass or would constitute a violation of the law.

In cases where a customer requests the amendment of a personal information file disclosed to a customer as prescribed in the preceding paragraph, NEXCO East shall promptly investigate the request, implement the necessary measures and then report the results to the customer.

(7) Administrator of Personal Information

NEXCO East shall appoint an Administrator of Personal Information to ensure the appropriate management of personal information.

The Administrator of Personal Information shall clarify the range of duties and responsibilities of employees responsible for processing personal information.

(8) Handling of Inquiries

NEXCO East strives to provide appropriate and swift responses to customer opinions regarding the use, provision, disclosure and amendment of personal information, and any other inquiries regarding the handling of personal information.