

Agreement for Use of the Niigata Expressway Pass

Established July 1, 2024

East Nippon Expressway Company Limited

Niigata Regional Head Office

Article 1: General Rules

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

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 vehicles 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 vehicle rental operators as one which rents vehicles 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 vehicles which can use the Pass shall be limited to those rented by a designated rental company which allow journeys via ETC Wireless Communication.
2. The vehicles which can use the Pass shall be limited to ordinary vehicles and light vehicles 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: Applicable Areas

The Pass may be used on the sections of road prescribed in Attachment 1 (hereinafter referred to as the "Journey Area").

Article 5: Traveling Outside the Applicable Areas

Journeys using tollbooths outside the Journey Area shall be handled as follows:

- (1) If you use tollbooths outside the Journey Area for both the entrance tollbooth and exit tollbooth, the Pass shall not apply to that journey.
- (2) In regards to journeys with a tollbooth in a Journey Area serving as the entrance and a tollbooth outside the Journey Area serving as the exit and to journeys with a tollbooth outside the Journey Area serving as the entrance and a tollbooth in a Journey Area serving as the exit, your journey shall be divided into the section inside the Journey Area and the section outside the Journey Area. The Pass shall apply to the former but not to the latter.

Article 6: Applicable Period

The days that the Pass may be used shall be from July 1, 2024 until the date stipulated separately.

The Usage Period of the Pass shall be a continuous period of no more than three consecutive days including the pre-applied start date (starting from 00:00 am of the start date to 11:59 p.m. of the end date). Furthermore, depending on the start date that was registered at the time of application, the Usage Period may be limited to two days or one day only. However, you cannot apply for a Usage Period that includes days that are stipulated separately by the Company (once those days are decided, they will be announced on the Pass's website).

The date of the Usage Period shall be determined by passing through an entrance tollbooth or exit tollbooth. However, for those passing through the Nakajo Main Line Toll Gate, it shall be determined as follows: when Inbound, if using the Tainai Smart IC it shall be when you pass through the Tainai Smart IC and if using the Arakawa-Tainai IC it shall be when you pass through the Nakajo Main Line Toll Gate but when outbound, if using the Tainai Smart IC it shall be when you pass the Tainai Smart IC Free Flow Antenna and if using the Arakawa-Tainai IC it shall be when you pass the Tainai Main Line Free Flow Antenna.

Article 7: Usage Conditions

You must satisfy all of 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 or a driver's license issued abroad that can be used in Japan.
- (3) You must use a Designated ETC Card.
- (4) You must have consented to this Agreement.

Article 8: How to Apply

1. 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. When applying to use the Pass, please fill in the application date, name of applicant and Usage Period on the usage application form.
3. The application contents shall take effect and be registered once the Designated Rental Car Company confirms the application for the Pass.

Article 9: How to Use the Pass

1. Please rent a vehicle and receive a Designated ETC card from a Designated Rental Car Company.
2. Please comply with the relevant laws and the rules of how to use the ETC and then take journeys on expressways in the Journey Area with ETC Wireless Communication using the vehicle and Designated ETC Card in the preceding paragraph.
3. If you cannot use the ETC entrance lane due to a maintenance inspection or another reason, please receive a toll road ticket from a general entrance lane and then give your toll road ticket and Designated ETC Card the tollbooth attendant in the general exit lane. Similarly, please give the tollbooth attendant in the general exit lane your Designated ETC Card if the ETC exit lane is closed.
4. You can take journeys between interchanges in the Journey Area an unlimited number of times within the Pass's applied for Usage Period.
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. Once you have completed your journey, please return the vehicle and the Designated ETC Card to the Designated Rental Car Company .

Article 10: 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 outside of the Journey Area, we shall bill you the separate toll fee for the journey outside the Journey Area.
5. When you use the Pass, if you take a journey with a vehicle model of a higher class than the model borrowed from the Designated Rental Car Company, 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 the registered vehicle, 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 receive 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 vehicle.
 - (2) If you use the Designated ETC Card in two or more vehicles 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 expenses pertaining to the rental of the Designated ETC Card to the Designated Rental Car Company as stipulated by the Designated Rental Car Company.

Article 11: Cancellation Etc.

1. If the Pass is used during the Usage Period in the Journey Area, midway cancelations, full refunds and partial refunds shall not be given.
2. You can cancel the Pass up until the Usage Period begins at the counter of a Designated Rental Car Company.
3. You can cancel the Pass even during the Usage Period only if the Pass has not been used in the Journey Area at all during the Usage Period.
4. If you have not made a journey using the Pass 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 during the Usage Period. Please cancel your application for the Pass and then apply for another one.

Article 12: Personal Information

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

Article 13: Disclaimers

The Company 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 when using ETC which cannot be attributed to the responsibility of the Company.
- (3) When the personal information of the applicant of the Pass 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.
- (5) When the use of the Pass is affected by a natural disaster or other event or effect that cannot be reasonably anticipated or controlled.

Article 14: 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 15: 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.

Attachment 1 Journey Area

