

Tohoku Expressway Pass Usage Agreement (English Version)

Established on November 1, 2015

Revised on October 1, 2023

Tohoku Branch of East Nippon Expressway Company Limited

Miyagi Prefectural Road Corporation

Article 1: General Rules

This agreement (hereinafter “the Agreement”) shall apply to the Tohoku Expressway Pass (hereinafter “the Pass”) provided by the East Nippon Expressway Company Limited (hereinafter “the Company”) and Miyagi Prefectural Road Corporation (hereinafter “the Corporation”).

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: Applicable Sections

The Pass shall apply to journeys through the sections stipulated in Attached Table 1 (hereinafter "Journey Areas").

Article 5: Traveling Outside the Applicable Sections

Journeys using tollbooths outside the Journey Areas shall be handled as follows.

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

Article 6: 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 1, 2015. The Company shall inform you of the days it stipulates separately on its website.
2. You may set the Usage Period to any number of days between 2 and 14.
3. The time and date of the Usage Period shall be determined based on a journey through an entrance tollbooth or exit tollbooth. However, the Usage Period shall be determined by the time and date of a journey through a main line tollbooth for interchanges with a main line tollbooth established (Tohoku Expressway, Fukushima Junction Tollbooth, Tohoku Chuo Expressway, Yonezawa Kita Main Line Tollbooth and Kori Junction Tollbooth).

Article 7: 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 8: 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 9: 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.
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 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 the Journey Areas, we shall bill you the separate toll fee for the journey outside the Journey Areas.
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 and the Corporation 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 and the Corporation 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 and the Corporation 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 and the Corporation 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 11: Cancellation Etc.

1. If you have used the Designated ETC Card during the Usage Period and have made a journey through a Journey Area, midway cancellations, 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 you have not made a journey through a Journey Area using your Designated ETC Card.
4. If you have not made a journey 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 12: Personal Information

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

Article 13: Disclaimers

The Company and the Corporation 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 or the Corporation
- (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 or the Corporation
- (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 or the Corporation
- (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 14: Changes to the Agreement

1. The Agreement shall be subject to change due to special circumstances.
2. If the Company and the Corporation 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 and the Corporation 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.

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.

Attached Table 1

Road	Section
Tohoku Expressway	From Shirakawa IC to Aomori IC
Aomori Expressway	From Aomori JCT to Aomori Higashi IC
Hachinohe Expressway (including Momoishi Road)	From Ashiro JCT to Hachinohe IC and Shimoda Momoishi IC
Kamaishi Expressway	From Hanamaki JCT to Towa IC
Akita Expressway (including Akita Outer Ring Road and Kotooka-Noshiro Road)	From Kitakami JCT to Noshiro Minami IC
Nihonkai Tohoku Expressway	From Iwaki IC to Kawabe JCT
Yamagata Expressway	From Murata JCT to Gassan IC
Nihonkai Tohoku Expressway and Yamagata Expressway	From Yudonosan IC and Tsuruoka JCT Tollbooth to Sakata Minato IC
Banetsu Expressway	From Iwaki JCT to Nishiaizu IC
Tohoku Chuo Expressway	From Yonezawa Kita IC to Higashine IC and from Fukushima JCT Tollbooth to Kori JCT Tollbooth
Joban Expressway	From Iwaki Nakoso IC to Watari IC
Sendai Tobu Road	From Watari IC to Sendaiko Kita IC
Yuzawa Yokote Road	From Yuzawa IC to Yokote IC
Sanriku Expressway	From Sendaiko Kita IC to Naruse Okumatsushima IC
Sendai Hokubu Road	From Rifu JCT to Tomiya IC
Sendai Nanbu Road	From Sendai Wakabayashi JCT to Sendai Minami IC

Tohoku Expressway Pass Privacy Protection Policy

Established on October 1, 2023

Tohoku Branch of East Nippon Expressway Company Limited

Miyagi Prefectural Road Corporation

The providers of the Tohoku Expressway Pass (hereinafter “the Pass”) of East Nippon Expressway Company Limited (hereinafter “the Company”) and Miyagi Prefectural Road Corporation (hereinafter “the Corporation”) recognize the importance of your personal information. We shall comply with laws relating to personal information to ensure your personal information is protected and to earn your trust. Together with this, with the matters stated below serving as our basic policy, we shall take every means possible to protect your personal information.

(1) Measures for Management

- The Company and the Corporation shall strictly manage your information by building and operating an internal management structure including thorough education for applicable personnel on the appropriate handling of information, the preparation of internal regulations and the establishment of manuals and by taking safety measures on our information systems.

(2) Acquisition of Personal Information

- The Company and the Corporation shall acquire your name, nationality and other personal information necessary to provide you with the Pass.

(3) Use and Provision of Personal Information

- The Company and the Corporation shall not use the personal information we have acquired on you except for the following purposes.
 1. When using it to provide the Pass
 2. When using it in operations incidental to the provision of the Pass
 3. When using it in marketing activities and product development for the Company and the Corporation
 4. When preparing information which cannot identify individuals to grasp the usage state of the Pass
 5. When analyzing usage trends and when sending you a gift if you win in a lottery with questionnaire information on the Pass
- The Company and the Corporation shall not disclose or provide to a third party your

personal information without your consent except at the following times.

1. When outsourcing to a third party some of the work to send you a gift
2. When outsourcing to a third party some of the work to analyze usage trends
3. When based on laws/ordinances

(4) Appropriate Management of Personal Information

- The Company and the Corporation shall strive to keep your personal information accurate and up-to-date to provide you with better services in relation to the Pass.
- The Company and the Corporation shall take the measures necessary for the appropriate management of your personal information such as to prevent the leak, loss, damage, unauthorized access or otherwise of your personal information.

(5) Responsibilities of Those Engaged in Processing personal Information

- Employees who process, or who have processed, your personal information in relation to the Pass shall not inform others or use for improper purposes the contents of personal information learned in the course of work without the authority to do so.

(6) Disclosure and Correction of Personal Information

- If the Company or the Corporation receive a request from you to disclose the personal information we hold on you, we shall disclose it without delay unless doing so shall significantly interfere with the execution of operations for the Pass or unless doing so would violate laws/ordinances.

(7) Personal Information Protection Manager

- The Company and the Corporation shall appoint a Personal Information Protection Manager to appropriately manage personal information. The Personal Information Protection Manager shall clarify the scope of the work of employees engaged in handling personal information and their responsibilities to ensure they appropriately manage personal information.

(8) Response to Feedback

- The Company and the Corporation shall strive to appropriately and promptly respond to feedback on the use and provision of personal information and the correction of disclosed information and other feedback on the handling of personal information.