

## **Agreement for Use of the Hokkaido Expressway Pass (For Reference Only)**

Partially revised April 1, 2017

East Nippon Expressway Company Limited

Hokkaido Regional Head Office

### (General Provisions)

Article 1 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").

### (Definitions)

Article 2 Terms used in this Agreement shall be as defined below unless otherwise defined.

- (i) ETC Wireless Communication: Wireless communication used by the ETC system prescribed in Article 2 of the ETC System Terms of Use.
- (ii) Designated Car Rental Company: Private vehicle rental company designated by NEXCO East as an entity that rents vehicles in which the Pass can be used.
- (iii) Designated Rentacar: Vehicle lent by the Designated Car Rental Company.
- (iv) Designated ETC Card: ETC credit card authorized by the Designated Car Rental Company for use by the customer with the Pass.
- (v) Foreign citizen, etc.: Foreign citizen who has a valid visa enabling them to stay in Japan, or Japanese citizen who has permanent residence status in a foreign country approved by a foreign government.
- (vi) ETC in-vehicle device: Wireless device installed in the vehicle that communicates the required information for payment of tolls with the roadside antenna, as prescribed in Article 3 of the ETC System Terms of Use.

### (Terms of Use)

Article 3 The conditions prescribed in each of the following items must be fulfilled in order to access the expressways to which the Pass applies.

- (a) The applicant for the Pass shall be a foreign citizen, etc., who has the required qualification to drive in Japan.
- (b) The applicant for the Pass shall use the target road section as either the driver or the passenger during the usage period.
- (c) The applicant shall carry with them documentation such as a passport, residency permit and/or an international driving permit to prove the applicability of item (a) prescribed above.
- (d) The Specified Rentacar and Specified ETC Card rented from the Handling Company are used together.

### (Permitted Type of Vehicle)

Article 4 The type (type of vehicle prescribed by NEXCO East in the publically announced vehicle toll classification for highway tolls as per the provision of Article 25(1) of the Act on Special Measures Concerning Road Construction and Improvement; the same shall apply hereafter) of Specified Rentacar that may be used with the Pass is limited to "standard vehicles" that can pass through the ETC Wireless Communication.

### (Usage Period)

Article 5(1) The period during which the Pass can be used shall be the 00:00 hours on the usage start date applied for in advance (the time of application in cases where the start date is the date of application) until 24:00 hours on the usage end date (hereinafter referred to as "Usage Period") from April 1, 2017 to April 13, 2019.

- (2) The number of days of the Usage Period may be specified as desired as a minimum of 2, maximum of 14 consecutive days. Furthermore, the latest date which can be registered as the usage start date shall be March 31, 2019.
- (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, the date and time shall be judged when the vehicle passes through the entrance toll gate for areas of road that operate on fixed tolls (between Sapporo Minami IC and Sapporo JCT on the Hokkaido Expressway, between Sapporo Nishi IC and Sapporo JCT on the Sasson Expressway; the same shall apply hereinafter), joining the Sasson Expressway (between Otaru IC and Sapporo Nishi IC) from Asari IC, and when driving towards Honbetsu IC/Ashoro IC from Ikeda IC on the Doto Expressway.

(Designated Sections)

Article 6 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 Honbetsu IC/Ashoro IC to Chitose-Eniwa JCT on the Doto Expressway
- (d) From Tomakomai-Higashi IC to Numanohata-Nishi IC on the Hidaka Expressway
- (e) From Fukagawa JCT to Fukagawa-Nishi IC on the Fukagawa-Rumoi Expressway

(Application)

Article 7(1) In order to use the Pass, the customer shall consent to the conditions prescribed in this Agreement and apply to a Designated Car Rental Company.

- (2) The customer shall write the date of application, applicant name, nationality and usage period on the application form.
- (3) The application contents shall be considered valid when the Designated Car Rental Company has confirmed the application details of the Pass, and the application details shall be registered with NEXCO East.

(Payment)

Article 8(1) Charges for the use of the Pass shall be paid to the Designated Car Rental Company.

- (2) If the customer uses the Pass outside the registered usage period or on roads other than the designated sections, normal tolls (in cases where normal ETC discounts are applied, the normal discounted ETC toll) shall be charged separately for the aforementioned use.
- (3) When the customer passes through a toll gate, the roadside sign at the toll gate and ETC in-vehicle device audio announcement indicate the normal tolls that would be charged if the Pass is not used. However, providing the customer observes the terms of use and uses the pass appropriately within the usage period and designated sections, payment of the indicated tolls is not required.
- (4) The customer may need to pay charges for rental of the Designated ETC Card prescribed separately by the Designated Car Rental Company.

(Usage Instructions)

Article 9(1) The customer shall rent the Designated Rentacar and Designated ETC Card from the Designated Car Rental Company.

- (2) The customer shall comply with all relevant laws and ETC usage instructions in addition to the terms of use prescribed in Article 3 when using the Designated Rentacar and Designated ETC Card, and shall pass through the ETC Wireless Communication within the designated sections prescribed in Article 6.

- (3) In cases where the entrance ETC lane cannot be used due to inspections, etc., drive through the standard entrance lane and collect a toll ticket, then hand the ticket and Designated ETC Card to the toll booth operator in the standard exit lane. Similarly, if the exit ETC lane is closed for any reason, drive through the standard exit lane and hand the Designated ETC Card to the toll booth operator (drive through the standard lane and hand the Designated ETC Card to the toll booth operator even if the ETC lane of a fixed toll section is closed).
- (4) The customer may pass through the interchanges within the designated sections an unlimited number of times during the Usage Period.
- (5) At the end of the trip, the customer shall return the Designated Rentacar and Designated ETC Card to the Designated Car Rental Company.

(Invalidation)

Article 10 If the Pass is used to gain unauthorized access toll roads such as using methods that breach the terms of use, the Pass shall be invalidated and the customer shall be required to pay all standard tolls during the usage period. Furthermore, in cases where it is deemed tolls have been unlawfully exempt in violation of the East Nippon Expressway Company Limited General Agreement, additional charges may be added to the standard tolls as prescribed in Article 26 of the Act on Special Measures Concerning Road Construction and Improvement.

(Cancellation, Changes, etc.)

Article 11(1) If the Pass is used during the Usage Period, the customer may not cancel or request a refund or partial refund.

- (2) The Pass may be cancelled before use at the Designated Car Rental Company.
- (3) The Pass may be cancelled during the Usage Period only if it has not been used at all during the Usage Period.
- (4) If the customer does not travel on a highway during the registered Usage Period, the Pass is automatically cancelled, and fees for the Pass that have already been paid shall be refunded by the Designated Car Rental Company.
- (5) The details registered for the Pass cannot be changed. To change details, customers must cancel the application and then re-apply.

(Protection of Personal Information)

Article 12 Any personal information received from applicants for the Pass shall be handled appropriately in accordance with the policy for protecting personal privacy (Hokkaido Expressway Pass Privacy Policy) which is prescribed separately by NEXCO East.

(Disclaimer)

Article 13 NEXCO East cannot accept any responsibility whatsoever for damages suffered by customers using the Pass in the circumstances prescribed in the following items.

- (a) Use of the Pass is affected by a mistake in the application details that is not accountable to NEXCO East
- (b) Use of the Pass is affected by a natural disaster, accident, communications problem or other situation that is beyond human control
- (c) Cases where the personal information of an applicant for the Pass is leaked, falsified or stolen due to wiretapping, interference or an accident that is not accountable to NEXCO East
- (d) Use of the Pass is affected by road closure or congestion, etc.

(Language)

Article 14 The original version of this document shall be the Japanese version, which shall be translated into other

languages. Other language versions are only provided for reference purposes only, and the Japanese version shall take precedent over all other versions.

(Changes to this Agreement)

Article 15(1) This Agreement may be subject to change under special circumstances.

(2) In cases where the changes prescribed in the preceding paragraph occur, details of the changes shall be posted on the NEXCO East website.

(3) NEXCO East cannot accept any responsibility whatsoever for any damages suffered by customers as a result of the changes prescribed in the preceding item.

<<Supplementary Provisions>>

This agreement shall apply to use of the highway from April 1, 2017 to April 13, 2019.

Established April 1, 2016

Partially revised April 1, 2017

## 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.