

## Niigata Touring Plan (Rented car route) Use Agreement (English Version)

### (General Conditions)

Article 1 This agreement applies to the Niigata Touring Plan (Rented car route) (hereafter called “the product”) implemented by the East Nippon Expressway Company Limited (hereafter called “the company”).

Article 2 The terms used in this agreement, unless otherwise provided for, are defined as follows.

- a) Designated car rental company: A company in the private chargeable car rental business which has been designated by this company to lease cars that can use the product
- b) Designated ETC card: An ETC credit card accepted by the designated car rental company for use by users of the product

### (Cars)

Article 3 Cars which may use the product are limited to those leased by a designated car rental company.

### (Area)

Article 4 Use of the product is limited to sections of expressway in Niigata Prefecture administered by the company (hereafter called “Touring Area”).

Article 5 Passage through tollgates outside the Touring Area will be dealt with as follows.

- a) If both the entrance tollgate and the exit tollgate used are outside the Touring Area, the product will not be accepted for passage.
- b) If the entrance tollgate is in the Touring Area and the exit tollgate is outside the Touring Area, or if the entrance tollgate is outside the Touring Area and the exit tollgate is inside the Touring Area, passage will be split into the part within the Touring Area and the part outside the Touring Area and the product will be accepted for the former but not the latter.

### (Period)

Article 6 The product can be used for a booked period of two or three consecutive days between July 1 and December 5, 2019. However, it cannot be used between August 9 and August 19, 2019. Furthermore, if the first day booked is August 7, or December 4, 2019, the product can be used for a maximum period of two consecutive days, while if the first day booked is August 8 or December 5, 2019, the product can be used for a maximum period of one day.

### (Conditions of Use)

Article 7 Applying the product for passage on the expressway requires all of the following conditions to be met.

- a) Car used for passage on expressway must be car as specified in Article 3
- b) Designated ETC card must be used
- c) Consent must be given to this agreement

### (How to Use)

Article 8 Please lease a car from a designated car rental company and receive a designated ETC card.

2 Please use the car and designated ETC card, as specified in the previous item, and observe relevant laws and ordinances and correct use of the ETC card for passage on the expressway inside the Touring Area.

3 In tollgate roadside displays, ETC card on-board reader monitors and ETC card on-board spoken directions which indicate the toll, the amount indicated will be the amount to pay if the product does not apply; however, if the requirements for using the product are met, the indicated toll does not apply.

4 After finishing your journey, please return car and designated ETC card to the designated car rental company.

(Billing)

Article 9 The charge for using the product will be billed when the product is booked.

2 If you exceed the number of days booked, you will be billed separately for the extra number of days.

3 If you use a tollgate outside the Touring Area, you will be billed separately for passage outside the Touring Area.

4 If there is no record of your passage through the expressway Touring Area during the period you have booked, the booking becomes invalid. Reimbursement procedure for the cost of using the product is carried out at the designated car rental company.

(Cancellation)

Article 10 If you use the designated ETC card to pass through the Touring Area during the period of use, there can be no midway cancellation, reimbursement or partial reimbursement.

2 Cancellation is possible only if you do not pass through the Touring Area using the designated ETC card during the period of use.

(Personal Information)

Article 11 In order to identify customers who use the product, the company will obtain personal information from the designated car rental company.

(Disclaimer)

Article 12 The company refuses all responsibility for injury sustained by the person who has booked the product in the following cases.

a) if use of the product is affected by circumstances related to use of ETC which cannot be imputed to the fault of the company

b) if use of the product is affected by road closure or traffic disturbance (e.g. congestion).

c) if use of the product is affected by natural disaster or other force majeure.

(Changes to Agreement)

Article 13 The agreement may be changed due to special circumstances.

(Translation)

Article 14 This agreement is displayed in translations from Japanese for reference and if there is any discrepancy between the Japanese version and the translated version, the terms of the Japanese version have priority.

July 1, 2019 Niigata Branch, East Nippon Expressway Company Limited

I consent to the terms of the use agreement.

Signature: \_\_\_\_\_