# JR East and Partners' Regional Tourism MaaS Portal Site (Tabi-CONNECT) Service Agreement

East Japan Railway Company (hereinafter referred to as "JR East") hereby stipulates as shown below the JR East and Partners' Regional Tourism MaaS Portal Site (Tabi-CONNECT) Service Agreement (hereinafter referred to as this "Agreement") with regard to the terms of use etc. for the JR East and Partners' Regional Tourism MaaS Portal Site (Tabi-CONNECT) (hereinafter referred to as "this Service") which is operated and provided by JR East.

# Article 1 (Scope of This Agreement)

1. This Agreement applies to all customers who uses these Services (hereinafter referred to as the "User"). If the User does not assent to this Agreement, such User cannot utilize these Services.

2. The Regional Service Provider and Separate Service Provider shall be able to stipulate the terms of use, and cautions etc. during use, for the various kinds of content provided by those said regional and separate services in the Regional Service agreement or the Separate Service agreement in addition to this Agreement.

3. The User shall comply with the stipulations of this Agreement, the Regional Service agreement, and the Separate Service agreement (hereinafter collectively referred to as "these Agreements"). In the event of any discrepancy between the content of these Agreements, the order of priority shall be the Separate Service agreement, the Regional Service agreement, and this Agreement.

4. The User shall be deemed to have assented to this Agreement when the User accesses this Service and press the "Agree" button displayed on the screen.

## Article 2 (Revisions to This Agreement)

JR East shall be able to revise this Agreement without the consent of the User after giving notice in the manner prescribed by JR East. Except in cases stipulated separately in this Agreement, the said revision shall become effective when the User has accessed the website for this Service and it has been possible for the User to see the notification of the said revision. After a revision, only the revised content shall be valid.

#### Article 3 (Definitions)

1. This Service: The information distribution platform for smartphones used to configure multiple Regional Services Provided by JR East.

2. Regional Service: An information distribution platform for smartphones that can search transport services in a designated region; create and use travel itineraries; book, purchase and use electronic tickets sold by a Regional Service Provider; book, arrange dispatch, purchase and use on-demand transportation; participate in promotional campaigns; and make bookings etc. to search and view various kinds of content.

3. Regional Service Provider: JR East, or a third party other than JR East that provides Regional Services via this Service.

4. Separate Service: Individual content and services linked with Regional Services and provided by JR East or a third party other than JR East.

5. Separate Service Provider: A business operator that provides a Separate Service.

6. These Services: The collective term for this Service and Regional Services.

7. The Services Provided by JR East: This Service and Regional Services Provided by JR East.

8. Mobile Device that Supports these Services: The collective term for smartphones managed and utilized by the User itself that have been specified by JR East as being capable of using these Services.

Article 4 (Use of the Joint Account Service)

1. In order to use these Services, the User requires a JaM id (joint account service ID) issued by JR East. To use these Services, the User shall carry out the prescribed procedure and open a JaM id account.

2. Any matters pertaining to the use of JaM id that are not stipulated in these Agreements shall be in accordance with the stipulations in the JaM id Service Agreement and JaM id Privacy Policy.

Click here for the JaM id Service Agreement and JaM id Privacy Policy

3. The Regional Service Provider uses the following information registered to JaM id of the User when providing the Regional Service.

(1) JaM id account number

(2) Email address

(3) Telephone number

(4) Payment information (credit card related information)

Article 5 (Registration etc. for Regional Services)

1. After assenting to the Regional Service agreement, the User shall input the necessary information stipulated by the Regional Service Provider and register with the said Regional Service Provider to utilize the Regional Service.

2. In accordance with the stipulations of the Regional Service agreement, the User shall only be able to utilize the Regional Service on a Mobile Device that Supports These Services.

Article 6 (Denial of the Use of These Services)

1. If the User does not assent to this Agreement or the Regional Service agreement, JR East shall not provide these Services.

2. If any of the following apply to the User, JR East shall deny the said User the use of these Services.

(1) If it is ascertained that, due to an infringement or the like of these Agreements, the User's right to utilize these Services or a Separate Service has been previously revoked
(2) If it is ascertained that the User provided false or erroneous information, or omitted to enter some information, when registering to use these Services or a Separate Service
(3) If the User has made improper use of these Services

(4) If the User has hindered the operation of these Services

(5) If JR East has ascertained the User to be an anti-social force or the like (this means a crime syndicate, a member of a crime syndicate, an associate member of a crime syndicate, an extortionist that threatens to disrupt stockholder meetings, a thug who advocates a social movement or the like, an organized crime syndicate, an anti-social force, or the equivalent thereof. Hereinafter collectively referred to as "Anti-Social Forces"), or if JR East has ascertained the User to have some form of interaction or involvement with Anti-Social Forces, such as cooperation or involvement in the maintenance, operation or management of Anti-Social Forces by means of financial contributions or the like.

Article 7 (Terms of Use etc. for These Services)

 The period of use for a Regional Service shall be stipulated in the Regional Service agreement. The Regional Service cannot be used after the said period of use has expired.
 The User shall use these Services by using a Mobile Device that Supports these Services and accessing this Service or the website prescribed by the Regional Service Provider through a communication line.

3. These Services may only be utilized by the User itself. If these Services are utilized by a third party other than the said User, JR East shall bear no responsibility in any way towards the said User or the said third party.

4. When the User utilizes a Separate Service, the contract regarding the use of the Separate Service is concluded directly with the Separate Service Provider, and is separate from the contract regarding the use of these Services. The terms of use etc. for a Separate

Service shall be in accordance with the Separate Service agreement. JR East shall not be responsible for assuring the operation or quality, or for any other liability, with regard to a Separate Service. In addition, JR East bears absolutely no responsibility for any disadvantage suffered by the User in relation to a Separate Service and its use. 5. A Separate Service Provider may, at its discretion, limit or disable functions linked to a Separate Service without notifying the User. JR East bears absolutely no responsibility for any disadvantage suffered due to the said limitation on or disablement of functions.

## Article 8 (Usage Environment for These Services)

1. The User shall be responsible for the preparation and use, at its own expense, of a Mobile Device that Supports these Services.

2. JR East shall bear absolutely no responsibility if the functions of these Services or a Separate Service do not work properly on a Mobile Device that Supports these Services. Nor shall JR East bear any responsibility for the impact thereof.

When utilizing these Services, the User shall comply with laws, regulations, standard etiquette for using the Internet, and technological rules. The User is strongly requested to only input manually, and never via an RPA, bot, crawler, some such program, or the like.
 If access is detected that is suspected to be via an operation mentioned in the preceding paragraph, JR East may decide to cut off such access and impose other measures to protect the system since there is a risk of it hindering the stable provision of these Services.

# Article 9 (Usage Fees etc.)

The User may utilize this Service free of charge, except for the expense stipulated in Article 8 Paragraph 1. However, the User is responsible for all fees incurred from their use of services that involve payment in a Regional Service or Separate Service.

# Article 10 (Payment Service)

1. The payment service for Regional Services is provided through the JaM id payment service. It enables payments of usage fees etc. incurred when using a Separate Service (this means Separate Service usage fees, cancellation fees etc., and all fees etc. charged by the Separate Service Provider. The same applies hereinafter) using the payment method which the User has registered in advance in the JaM id payment service. (The said payment method is stipulated by the Regional Service Provider, and includes payment by credit card or online payment via a Mobile Suica.)

2. When using the JaM id payment service to pay the usage fees etc. for Separate Services, the User shall comply with the rules regarding the use of the said payment

method stipulated by the parties that provide the JaM id payment service (including credit card companies, telecommunications carriers, payment service providers, etc. Hereinafter referred to as the "Payment Method Providers"), and with the content of the contract pertaining to said payment method (hereinafter referred to as the "Rules for Payment etc."). 3. When a User who utilizes the JaM id payment service is responsible for the payment of Separate Service usage fees etc. to a Separate Service Provider, the User shall pay the Separate Service usage fees etc. using the payment method the User has registered in the JaM id payment service? Provider or the Separate Service Provider. The processing of sales related to the use of credit payment services, the billing period for the amount equivalent to the payment to the User, the billing details, the closing date, and so on shall be in accordance with the agreement between the Payment Method Provider and the Regional Service Provider or the Separate Service Provider, as well as with the Rules for Payment etc.

4. The JaM id payment services that can be used for Regional Services are credit card payment and online payment via a Mobile Suica.

5. If the User cannot pay a Separate Service fee etc. using their previously registered payment method, the User shall be responsible for making the payment using a method stipulated by the Payment Method Provider or the Separate Service Provider.
6. A purchased electronic ticket shall, in principle, not be subject to change or reimbursement. However, this does not apply if the said change or reimbursement has been approved in advance by the Regional Service Provider.

# Article 11 (Handling of Personal Information)

1. JR East shall obtain and process the User's telephone number, email address, and utilization details etc. (the type of service used, the time and date of utilization, amounts involved, etc.) as personal information (including any information relating to an identified or identifiable natural person as designated in relevant laws. Hereinafter referred to as "Personal Information"). That Personal Information shall be handled appropriately in accordance with the JR East Privacy Policy and with the relevant laws and regulations. Please see the JR East Privacy Policy for information about measures for the safe management of Personal Information, procedures for the disclosure etc. of Personal Information, and contact details for questions related to the handling of Personal Information.

#### Click here for the JR East Privacy Policy

2. In addition to the preceding paragraph, details of how Personal Information is handled in the Services Provided by JR East shall be stipulated in this Agreement.

Article 12 (Location Information and Other Obtained Information)

 JR East obtains the information listed in the following clauses regarding the User (hereinafter referred to as "Obtained Information") consequent upon the use of the Services Provided by JR East.

(1) Location information obtained from the GPS function of the Mobile Device that Supports these Services which is utilized by the User

(2) Information on the User's movements, such as destinations, means of transport and routes, based on the user's entries or search results in the Services Provided by JR East(3) Information regarding tickets purchased in the Services Provided by JR East, such as type, date and time of purchase, date and time of use, and place of use

2. JR East shall handle the Obtained Information appropriately in accordance with the JR East Privacy Policy and with the relevant laws and regulations.

Click here for the JR East Privacy Policy

Article 13 (Purposes of Use of Personal Information and the Obtained Information) JR East uses Personal Information and the Obtained Information for the purposes listed below.

(1) To deliver the Services Provided by JR East

(2) To manage and authenticate Users of the Services Provided by JR East

(3) To notify the User about revisions etc. of these Agreements for the Services Provided by JR East

(4) To respond to inquiries etc. concerning the Services Provided by JR East

(5) To send surveys regarding the use of the Services Provided by JR East

(6) To deliver information to Users of the Services Provided by JR East

(7) To prepare, provide or sell statistical information regarding the utilization etc. of the

Services Provided by JR East (which cannot identify an individual)

(8) To provide information about products and services, or events and promotional campaigns etc., handled by JR East and JR East group companies that are listed in the JR East's annual securities report etc.

(9) To plan, develop, improve and enhance the quality of products and services handled by JR East and JR East group companies that are listed in the JR East's annual securities report etc.

Article 14 (Access, Revision and Deletion of Personal Information) The User may access, revise or delete its own recorded Personal Information by following a prescribed procedure for this Service. However, if items essential for the use of this Service or the use of JaM id are deleted, the User cannot continue to utilize these Services. Please note that the User may temporarily be unable to access, revise or delete its own Personal Information during maintenance or a malfunction etc. of the server or network.

Article 15 (Handling of Personal Information and the Obtained Information)

 The User consents to the temporary storage of Personal Information and the Obtained Information in the system involved in the provision of the Services Provided by JR East.
 The User consents to JR East's use of the Personal Information and Obtained Information stipulated in the preceding paragraph after it has been processed into aggregated statistical data that cannot identify an individual.

Article 16 (Joint Use of Personal Information and the Obtained Information under the Japanese Law)

JR East may jointly use the User's Personal Information and Obtained Information under the Japanese Law as stipulated in the following clauses.

(1) Jointly used information

Email address, service utilization

(2) Joint users

JR East group companies that are listed in the JR East's annual securities report etc.

(3) Purposes of use

The purposes of use listed in Article 13 (8) and (9)

(4) The name of the party responsible for managing the Personal Information Name: East Japan Railway Company

Article 17 (Disclosure of Personal Information and the Obtained Information to a Third Party)

1. Within the scope of the purposes listed below, JR East may provide Personal Information and the Obtained Information provided by a third party other than JR East to a Regional Service Provider or a Separate Service Provider. The User is deemed to consent to this when the User consents to this Agreement.

(1) For the operation of this Service

(2) For the operation and provision of a Regional Service

(3) For the operation and provision of a Separate Service

2. The Services Provided by JR East incorporate Google Maps Platform and Google Analytics modules. JR East may provide search criteria, IP addresses, and

latitude/longitude coordinates to Google LLC. In addition to the stipulations in the preceding paragraph, the User consents to Google LLC and its affiliated companies using and storing the Obtained Information connected with the Services Provided by JR East to provide and improve Google services and services, in accordance with the privacy policy stipulated by Google LLC.

## Click here for the Google LLC Privacy Policy

3. JR East uses cookies or similar technologies to collect User information through Ptengine. Data collected through the use of Ptengine are managed in accordance with the privacy policy of Ptmind Inc. Please check the website below for the terms of service and privacy policy of Ptmind Inc.

## Click here for the Ptmind statement on privacy

4. Except for cases covered by the stipulations of the preceding three paragraphs, in principle, the individual consent of the User shall be obtained for the disclosure to a third party of the User's Personal Information and the Obtained Information about the User. However, the Personal Information and the Obtained Information may be provided to a third party without obtaining the User's consent in cases deemed to be acceptable in the relevant laws and regulations..

# Article 18 (Responsibility for ID and Password Management)

1. The User shall be personally responsible for its own JaM id, password and other personal identification numbers (hereinafter collectively referred to the "ID etc."), which are required for the use of these Services and Separate Services.

2. The User may not lend its own ID etc. to a third party, or allow a third party to use it. In the unlikely event that the User or any other person should suffer any disadvantage due to the utilization of the User's ID, etc. by a third party, JR East shall not be liable for any disadvantage caused by such unauthorized use, except in a case caused intentionally by JR East or due to its gross negligence.

3. The User may not utilize these Services by using the ID etc. of another User. In the unlikely event that the User has utilized these Services by using the ID etc. of another User, such User shall immediately make reparation for any disadvantage that has occurred as a result, and shall bear the responsibility and onus of resolving any trouble that has occurred.

#### Article 19 (Retention of Intellectual Property Rights)

Intellectual property rights such as copyrights, trademark rights and design rights related to data such as text, images, photographs, sound and videos delivered in the Services Provided by JR East and Separate Services belong to JR East or the Separate Service

## Provider.

## Article 20 (Cautions)

The User shall comply with the following when using these Services.

(1) Operating a Mobile Device that Supports these Services, or staring at its screen, while the car is in motion or while walking can be dangerous, and may also be in violation of the Road Traffic Act and other laws and regulations. Please use these Services while in a safe place.

(2) Kindly be aware that the information provided by these Services is for reference purposes only and may not always be optimal. Please abide by the actual conditions of the sidewalks and roads, road signs, traffic signs painted on the road, and other traffic restrictions and rules.

(3) When sending registration information for these Services, the User should comply with the procedures and security measures stipulated by the Regional Service Provider and the Separate Service Provider. The Regional Service Provider and the Separate Service Provider bear absolutely no responsibility for the outcome if the User fails to do so.

# Article 21 (Prohibitions)

1. The User shall not engage in the conduct listed below when using these Services.

(1) Conduct that infringes or may infringe intellectual property rights such as copyrights,

trademark rights, or other rights of a Regional Service Provider or a third party

(2) Conduct that infringes or may infringe the privacy of a third party

(3) Allowing a third party to obtain location information by permitting the third party to use these Services

(4) Unauthorized access to or an illegal attack on these Services, or conduct that may lead to such attacks

(5) Conduct that makes provision of these Services impossible, and disrupts other Regional Services and their operation, or conduct that may do so (this includes actions such as the encashment or resale of electronic tickets.)

(6) Conduct that disadvantages or causes a loss to a Regional Service Provider or a third party, or conduct that may do so

(7) Criminal acts, conduct that leads to criminal acts, or conduct that may do so

(8) Using any information obtained by using these Services as a business or providing it in any manner for the use of a third party

(9) Utilizing these Services on a mobile device other than one that supports these Services (this includes cases where a Mobile Device that Supports these Services has been illegally

modified.)

(10) Reverse engineering such as the decompilation or disassembly of these Services

(11) Conduct that violates these Agreements

(12) In addition to the above, conduct that contravenes or may contravene laws, regulations or public order and morals

2. The contractual status of a User with regard to these Services and Separate Services cannot be transferred, transmitted or pledged as collateral to a third party.

Article 22 (Interruption, Suspension, Revision, and Termination etc. of Separate Services) 1. JR East may interrupt, suspend, revise or terminate Separate Services linked to Services Provided by JR East without notifying the User. This includes the termination of a contract related to an ongoing Separate Service.

2. JR East may terminate links between Services Provided by JR East and Separate Services without notifying the User.

Article 23 (Termination etc. of This Service or Regional Services)

1. JR East may revise or terminate the provision of this Service without notifying the User. If the provision of this Service is terminated, this Agreement shall be terminated at the same time.

2. JR East may revise or terminate the provision of a Service Provided by JR East without notifying the User. If the provision of a Service Provided by JR East is terminated, the service agreement for the said Regional Service shall be terminated at the same time.

3. Regardless of the stipulations in the preceding two paragraphs, Article 10 of this Agreement shall remain in effect until the payment of electronic ticket fees etc. has been completed, and Articles 11 to 19, Article 21 Paragraph 2, Article 25, and Article 26 shall remain in effect even after the termination of this Agreement.

Article 24 (Temporary Interruption of These Services)

1. If any of the following applies, JR East may temporarily interrupt the provision of these Services without notifying the User.

(1) If carrying out system maintenance for these Services

(2) If JR East is no longer able to provide these Services due to a cause such as a fire,

power outage, war, rebellion, riot, epidemic, or strike

(3) If JR East is no longer able to provide these Services due to a natural disaster such as an earthquake, volcanic eruption, flood, or tsunami

(4) If the communications services used by these Services have been suspended or have

#### malfunctioned

(5) If a network disturbance has occurred due to the usage environment of these Services or a Mobile Device that Supports these Services, or due to other circumstances(6) If JR East deems it necessary to temporarily suspend the provision of these Services for operational or technical reasons

2. If JR East notifies the User of the temporary suspension of these Services, it shall do so in the manner prescribed by JR East. However, this does not apply in cases of an emergency or an unavoidable situation which makes notification practically impossible. Even if the User suffers some disadvantage as a result of the measures in the preceding paragraph (including but not limited to cases where the User cannot use these Services due to the interruption or suspension of these Services), JR East shall not be in any way liable for that loss.

#### Article 25 (Compensation)

1. JR East makes no guarantee that the content of these Services and the information etc. obtained by the User via these Services is authentic, accurate, up-to-date, useful, reliable or legitimate, or that it does not infringe the right of a third party.

2. If, by utilizing these Services or a Separate Service, the User causes some disadvantage to a third party, the User shall bear the responsibility and onus of resolving that issue, and shall not cause any trouble for JR East in any way.

3. If the User causes any disadvantage to JR East due to conduct that violates these Agreements, or due to actions that are fraudulent or illegal, the User shall be responsible for that disadvantage.

# Article 26 (Disclaimer Regarding GPS Acquisition Accuracy)

The location information used by these Services is the latitude/longitude information acquired by the GPS function installed in a Mobile Device that Supports these Services, and the base station information. (In the case of a Mobile Device that Supports these Services which does not have a GPS function, only the base station information is used.) The GPS function installed in a Mobile Device that Supports these Services utilizes radio waves from satellites. This means it may be difficult or impossible to receive GPS signals inside a building, in an area with high-rise buildings, near high-voltage lines, or near dense woodland. In such cases, the location is determined using only the base station information information depending on the equipment installed at the base station or the reception of the Mobile Device that Supports these Services. In such cases, there may be a large discrepancy

between the position information and the actual position, or the position information may not be obtained.

## Article 27 (Disclaimers)

1. On the basis of Articles 22 and 23 of this Agreement, JR East shall bear no obligation or responsibility towards the User if it revises or terminates the provision of these Services or a Separate Service.

2. If a conflict arises between the User and a Regional Service Provider other than JR East or a Separate Service Provider other than JR East, this shall be resolved between the User and the said Regional Service Provider or Separate Service Provider. The User shall not make any claims or complaints to JR East.

3. If any of the following clauses applies, the User shall not be able to use all or part of these Services or a Separate Service, and shall acknowledge that JR East has no liability whatsoever regarding any disadvantage or loss incurred by the User or a third party as a result, except in cases where such a disadvantage or loss is caused intentionally by JR East or due to its gross negligence.

(1) If there is an error in the content of the information submitted by the User

(2) If a Mobile Device that Supports these Services, or a peripheral device, is not properly installed or connected, or if it fails to operate normally due to a malfunction, damage, or a bug etc. If normal transmissions cannot be made due to a malfunction, damage, or a bug etc. If the said Mobile Device that Supports these Services and peripheral device are incompatible, or if functions have been set that interfere with the use of these Services or the Separate Service

(3) If the User fails to comply with what is written in the instruction manual, etc. of a Mobile Device that Supports these Services or of a peripheral device

(4) If the battery of a Mobile Device that Supports these Services is running out, for example, and power is not properly supplied to the said Mobile Device that Supports these Services or a peripheral device

(5) If a Mobile Device that Supports these Services, or a peripheral device, is not switched on

Article 28 (Applicable Laws and Jurisdiction)

This Agreement shall be governed by and construed in accordance with the laws of Japan. Tokyo District Court shall be the court of first instance with exclusive jurisdiction over reaching a mutual understanding with regard to any legal disputes concerning the Services Provided by JR East.

Article 29 (Precedence of Japanese Version of This Agreement)

This Agreement is originally prepared in the Japanese language. In the event of any discrepancy between the English-language version and the Japanese-language version regarding the interpretation of this Agreement, the Japanese-language version shall prevail.

This Agreement shall come into effect as of April 1, 2022.