#### **UKETRIP Service Agreement**

East Japan Railway Company (hereinafter referred to as "JR East") hereby stipulates as shown below the UKETRIP Service Agreement (hereinafter referred to as "this Agreement") with regard to the terms of use for UKETRIP, which is operated and provided by JR East.

#### Article 1 (Definitions)

This Agreement uses the terminology shown below with the meaning as stipulated in the respective clauses.

(1) Services Provided by JR East

The services shown below that are provided on the UKETRIP website operated by JR East.

- Services to search and browse content concerning products and services (hereinafter referred to as "Products etc.") provided by Separate Service Providers for UKETRIP users (hereinafter referred to as the "User")
- 2) The sale of Electronic Tickets so that the User may be provided with the Products etc. mentioned in
- (2) Mobile Device that Supports the Services Provided by JR East

A general term for a mobile device specified by JR East from amongst smartphones, PCs, etc. managed and used by the User as being capable of using the Services Provided by JR East.

(3) Separate Service

The provision to the User by JR East or a third party other than JR East of Products etc. linked to the Services Provided by JR East, or content related thereto.

(4) Separate Service Provider

A business operator that provides a Separate Service.

(5) Electronic Ticket

Electronic data purchased by the User on the UKETRIP website operated by JR East and issued by JR East to a mobile device belonging to the User that is capable of using the Services Provided by JR East. The said electronic data will enable the User to be provided with specific Products etc. by showing the said Electronic Ticket to a Separate Service Provider.

#### Article 2 (Application of This Agreement)

1. This Agreement stipulates the necessary matters concerning a User's utilization of Services Provided by JR East and shall apply to all Users.

2. JR East shall be able to stipulate the terms of use, and cautions etc. during use, for the Services Provided by JR East, and for various kinds of content and Electronic Tickets provided by those said services, in other service agreements in addition to this Agreement (hereinafter referred to as "Separate Agreements"). In the event of any discrepancy between the content of this Agreement and a Separate Agreement, the content of the Separate Agreement shall prevail.

3. In addition to complying with the stipulations of this Agreement and a Separate Agreement (hereinafter collectively referred to as "these Agreements"), when using an Electronic Ticket the User shall comply with the terms of use and cautions etc. during use as stipulated by the Separate Service Provider.

4. By accessing the website for the Services Provided by JR East and utilizing the Services Provided by JR East, the User shall be deemed to have accepted these Agreements.

## Article 3 (Use of The Joint Account Service)

1. In order to purchase an Electronic Ticket using the Services Provided by JR East, the User requires a JaM id (joint account service ID) issued by JR East. To use the Services Provided By JR East, 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 JR East JaM id Service Agreement and JaM id Privacy Policy.

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

3. When the User purchases an Electronic Ticket using the Services Provided by JR East, JR East shall use the information registered to JaM id of the User listed below.

- (1) JaM id account number
- (2) Email address
- (3) Telephone number
- (4) Payment information (credit card information)

# Article 4 (Revisions to These Agreements)

1. JR East shall be able to revise these Agreements without the consent of the User after giving notice in the manner prescribed by JR East. Except in cases stipulated separately in these Agreements, the said revision shall become effective when the User has accessed the website for the Services Provided by JR East 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.

2. JR East bears absolutely no responsibility for any loss or disadvantage suffered by the User resulting from a revision as described in the preceding paragraph.

# Article 5 (Use etc. of the Services Provided by JR East)

1. The User shall be able to utilize the Services Provided by JR East after assenting to this Agreement, filling in the necessary information required by JR East on the website for the Services Provided by JR East, and registering for an UKETRIP membership.

2. The User shall only be able to utilize the Services Provided by JR East on a mobile device that is capable of using the said services.

Article 6 (Denial of the Use of the Services Provided by JR East)

1. If the User does not fill in some or any of the necessary information mentioned in Article 5 Paragraph 1,

or if the User does not assent to this Agreement, JR East shall not provide the said services.

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

- (1) If it is ascertained that, due to an infringement or the like of these Agreements, the User's right to utilize the Services Provided by JR East, or Tabi-CONNECT (including regional services linked with Tabi-CONNECT), 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, regarding the use of the Services Provided by JR East
- (3) If the User has made improper use of the Services Provided by JR East
- (4) If the User has hindered the operation of the Services Provided by JR East or a Separate Service
- (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, a person who has ceased to be a member of a crime syndicate within the past five years, an associate member of a crime syndicate, an extortionist that threatens to disrupt stockholder meetings, a violent person 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" ). 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.
- (6) If for some other reason JR East deems it inappropriate to provide the said User with the services.

Article 7 (Terms of Use etc. for the Services Provided by JR East)

1. The User shall use the Services Provided by JR East by using a Mobile Device that Supports the Services Provided by JR East and accessing the website prescribed by JR East through a communication line.

2. The Services Provided by JR East may only be utilized by the User itself. If the said 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.

3. 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 the Services Provided by JR East. In addition to the stipulations in these Agreements, the terms of use etc. for a Separate Service shall be as stipulated by the Separate Service Provider. 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.

4. 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 Each Service)

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

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

3. When utilizing the Services Provided by JR East, 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.

4. 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 the Services Provided by JR East .

### Article 9 (Purchase of an Electronic Ticket)

1. When purchasing an Electronic Ticket, once the User has registered for an UKETRIP membership, the User shall input or select the information in the clauses below, and then register that information to apply to purchase the Electronic Ticket (hereinafter, the recorded information mentioned in Clauses 1 and 2 shall be referred to collectively as the "Pick-up Place etc.").

- (1) Information about the train(s) the User will ride (date(s) of ride(s), name of train(s), etc.)
- (2) Date, time and place etc. where the User will be provided with the product etc.
- (3) The content of the product etc.
- (4) Payment method
- (5) Other required information

2. When JR East has confirmed the User's application for an Electronic Ticket based on the preceding paragraph, it shall respond by sending the User an email to the address registered by the User in the UKETRIP membership. In this response, JR East shall state that the registration of the purchase is complete. The transaction contract for the sale and purchase of the Electronic Ticket between JR East and the User shall be deemed to have been concluded at the moment the said JR East response is transmitted.

### Article 10 (Use of an Electronic Ticket)

 In accordance with the Pick-up Place etc. and other conditions regarding the Product etc. recorded in the UKETRIP content, the User can take receipt of the said Product etc. from the Separate Service Provider.
 When taking receipt of the Product etc. as described in the preceding paragraph, the User shall show the Electronic Ticket to an employee etc. of the Separate Service Provider (including someone who has been commissioned by the Separate Service Provider), or in any other way instructed by said employee etc. 3. If the User cannot show the Electronic Ticket as described in the preceding paragraph, the User might not be able to receive the Product etc. related to the said Electronic Ticket.

4. If, for reasons of its own, the User did not take receipt of the Product etc. at the Pick-up Place etc., the Product etc. related to the said Electronic Ticket shall be deemed to have been delivered at the time the transaction regarding the sale and purchase of the electronic was concluded, as described in Article 9. Except in cases separately stipulated by JR East, there shall be no reimbursement etc. of the fee for the said Electronic Ticket.

5. An Electronic Ticket shall only be used by the User who purchased the said Electronic Ticket, not by a third party.

### Article 11 (Cancellation)

The User may cancel an purchased Electronic Ticket, without incurring a cancellation fee, by following the stipulated procedure on the website for the Services Provided by JR East. However, this may only be done before receipt of the Product etc. related to the said Electronic Ticket, and before the cancellation deadline of the said Electronic Ticket.

## Article 12 (Procedures When a Train is Canceled or Delayed)

1. If the train stipulated as the Pick-up Place for a Product etc. has been canceled, or been delayed so that the Product etc. could not be provided, JR East will perform the cancellation procedure for the User concerned free of charge.

2. If a delay etc. occurs for a train operated by JR East other than the train stipulated as the Pick-up Place for a Product etc., and the Product etc. could not be provided due to such delay etc., the User can cancel its purchase without incurring a cancellation fee by following the stipulated procedure on the website for the Services Provided by JR East.

### Article 13 (Reimbursement)

When the cancellation procedure in Articles 11 and 12 has been carried out for an Electronic Ticket paid for with a credit card, the fee for the said Electronic Ticket will be reimbursed to the credit card used to make the payment. In such a case, the payment date shall be the date designated by the issuer of the said credit card or provider of the payment method.

### Article 14 (Cautions)

The User shall comply with the following when using the Services Provided by JR East.

(1) Operating a Mobile Device that Supports the Services Provided by JR East, 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 the Services Provided by JR East while in a safe place.

(2) When sending registration information for the Services Provided by JR East, the User should comply

with the procedures and security measures stipulated by JR East or the Separate Service Provider. JR East bears absolutely no responsibility for the outcome if the User fails to do so.

### Article 15 (Usage Fees etc.)

The User may utilize the Services Provided by JR East free of charge, except for the expense stipulated in Article 7 Paragraph 1. However, the User shall bear the cost of all purchase fees etc. (including all usage fees and cancellation fees etc. for the Services Provided by JR East and Separate Services linked with the Services Provided by JR East. The same applies hereinafter) incurred when the User bought an Electronic Ticket in a Service Provided by JR East.

#### Article 16 (Payment Service)

1. The payment service for the Services Provided by JR East is provided through the JaM id payment service. It enables payments of Electronic Ticket purchase fees etc. to be made using the payment method (stipulated by JR East) which the User has registered in advance in the JaM id payment service.

2. When using the JaM id payment service to pay the purchase fees etc. of Electronic Tickets, 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 Electronic Ticket fees etc. to a Separate Service Provider, the User shall pay the Electronic Ticket fees etc. using the payment method registered in the JaM id payment service in accordance with the stipulations of JR East and 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 JR East or the Separate Service Provider, as well as with the Rules for Payment etc.

4. The JaM id payment service that can be used for the Services Provided by JR East is credit card payment.

5. If the User cannot pay an Electronic Ticket fee etc. using its previously registered payment method, the User shall be responsible for making the payment using a method stipulated by the Payment Method Provider, JR East or the Separate Service Provider.

6. A purchased Electronic Ticket shall, in principle, not be subject to change. However, this does not apply if it has been approved in advance by JR East.

### Article 17 (Handling of Personal Information)

1. JR East shall obtain and process the User's personal information such as telephone number, email address, and utilization details (the content of the utilized Service(s) Provided by JR East, 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 18 (Location Information and Other Obtained Information)

1. 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 the Services Provided by JR East which is utilized by the User

(2) Information regarding Electronic Tickets purchased in the Services Provided by JR East, such as content, 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.

<u>Click here</u> for the JR East Privacy Policy

Article 19 (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 agreements etc. 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 20 (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 the Services Provided by JR East. However, if items essential for the use of the Services Provided by JR East or the use of JaM id are deleted, the User cannot continue to utilize the Services Provided by JR East. Please note that Users 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 21 (Handling of Personal Information and the Obtained Information)

1. 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.

2. 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 22 (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 to a Separate Service Provider connected with an Electronic Ticket purchased by the User. The User is deemed to consent to this when the User consents to this Agreement.

- (1) For the operation of the Services Provided by JR East
- (2) For the operation and provision of a Separate Service

2. The Services Provided by JR East incorporate a Google Analytics module. 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. Except for cases covered by the stipulations of the preceding two paragraphs, in principle, the individual consent of the User shall be obtained for the disclosure of the Obtained Information about the User to a third party. However, 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 23 (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.

- Jointly used information
  Email address, service utilization
- (2) Joint usersJR 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 19 (8) and (9)

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

### Article 24 (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 the Services Provided by JR East and for 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 the Services Provided by JR East by using the ID etc. of another User. In the unlikely event that the User has utilized the Services Provided by JR East 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 25 (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 respectively to JR East or the Separate Service Provider.

### Article 26 (Prohibitions)

- 1. The User shall not engage in the conduct listed below when using the Services Provided by JR East.
  - (1) Conduct that infringes or may infringe intellectual property rights such as copyrights, trademark rights, or other rights of JR East 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 the Services Provided by JR East
  - (4) Unauthorized access to or an illegal attack on the Services Provided by JR East, or conduct that may lead to such attacks
  - (5) Conduct that makes provision of the Services Provided by JR East impossible, and disrupts the provision and operation of other Services Provided by JR East, 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 JR East 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 the Services Provided by JR East as a business or providing it in any manner for the use of a third party
- (9) Utilizing the Services Provided by JR East on a mobile device other than one that supports the said services (this includes cases where a Mobile Device that Supports the Services Provided By JR East has been illegally modified.)
- (10) Reverse engineering such as the decompilation or disassembly of the Services Provided by JR East
- (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 the Services Provided by JR East and Separate Services cannot be transferred, transmitted or pledged as collateral to a third party.

Article 27 (Interruption, Suspension, Revision, and Termination etc. of Separate Services)

1. JR East may interrupt, suspend, revise or terminate Separate Services linked to the 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 the Services Provided by JR East and Separate Services without notifying the User.

Article 28 (Termination of the Provision of the Services Provided by JR East and of This Agreement)

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

2. Regardless of the stipulations in the preceding paragraph, Article 7 of this Agreement shall remain in effect until the payment of Electronic Ticket fees etc. has been completed, and Articles 3 to 8, Articles 14 to 17, Article 25, Article 26 Paragraph 2, this article, and Articles 31 to 33 shall remain in effect even after the termination of this Agreement.

# Article 29 (Temporary Interruption of the Services Provided by JR East)

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

- (1) If carrying out system maintenance for the said services
- (2) If JR East is no longer able to provide the said 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 the said services due to a natural disaster such as an earthquake, volcanic eruption, flood, or tsunami

- (4) If the communications services used by the Services Provided by JR East have been suspended or have malfunctioned
- (5) If a network disturbance has occurred due to the usage environment of a Mobile Device that Supports These Services Provided By JR East or due to other circumstances
- (6) If it is deemed necessary to temporarily suspend the provision of the Services Provided by JR East for operational or technical reasons

2. If JR East notifies the User of the temporary suspension of the said 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 the said services do to the interruption or suspension of the Services Provided by JR East), JR East shall not be in any way liable for that disadvantage.

### Article 30 (Compensation)

1. JR East makes no guarantee that the content of the Services Provided by JR East and the information etc. obtained by the User via those 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 the Services Provided by JR East or Separate Services, 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 this Agreement or an agreement involving a Separate Service, or due to actions that are fraudulent or illegal, the User shall be responsible for that disadvantage.

### Article 31 (Disclaimer Regarding GPS Acquisition Accuracy)

The location information used by the services etc. provided by JR East is the latitude/longitude information acquired by the GPS function installed in a Mobile Device that Supports the Services Provided by JR East, and the base station information. (In the case of a Mobile Device that Supports the Services Provided by JR East which does not have a GPS function, only the base station information is used.) The GPS function installed in a Mobile Device that Supports the Services Provided by JR East 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. In addition, it may not be possible to obtain accurate base station information depending on the equipment installed at the base station or the reception of the Mobile Device that Supports the Services Provided by JR East. 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 32 (Disclaimers)

1. On the basis of Articles 27 and 28 of this Agreement, JR East shall bear no obligation or responsibility towards the User if it revises or terminates the provision of the Services Provided by JR East or a Separate Service.

2. If a conflict arises between the User and a Separate Service Provider, this shall be resolved between the User and the said 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 the Services Provided by JR East or a Separate Service, and shall acknowledge that JR East has no liability whatsoever regarding any disadvantage incurred by the User or a third party as a result, except in cases where such a disadvantage 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 the Services Provided by JR East, 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 and peripheral device are incompatible, or if functions have been set that interfere with the use of the Services Provided by JR East or a Separate Service
- (3) If the User fails to comply with what is written in the instruction manual, etc. of a Mobile Device that Supports the Services Provided by JR East or of a peripheral device
- (4) If the battery of a Mobile Device that Supports the Services Provided By JR East is running out, for example, and power is not properly supplied to the said mobile device or a peripheral device
- (5) If a Mobile Device that Supports the Services Provided by JR East, or a peripheral device, is not switched on
- (6) If a product etc. has not been provided to the User due to a reason such as an input error by the User
- (7) If, in violation of Article 10 Paragraph 5, a third party other than the User utilized an Electronic Ticket purchased by the User, and the product etc. related to the said Electronic Ticket has been provided to the said third party

4. In the case of Clause 7 of the preceding paragraph, it shall be deemed that the Separate Service Provider's obligation to provide the product, etc. related to the Electronic Ticket has been fulfilled, and the User shall not express any objection to JR East or the Separate Service Provider.

### Article 33 (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 this Agreement and the Services Provided by JR East. Article 34 (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.

Enacted on March 20, 2023 Partially revised on March 27, 2024 Partially revised on June 28, 2024