

e-Romancecar Terms of Service

(General rule)

Article 1

This Terms of Service stipulates the terms of using the "e-Romancecar" service (hereinafter called this Service) provided by Odakyu Electric Railway Co., Ltd. (hereinafter called Our Company). Matters that are not stipulated under this Terms of Service shall be governed by the provisions set forth in Our Company's Regulations on Passenger Operations.

(Definition of terms)

Article 2

Definition of terms used under this Terms of Service shall be stipulated by the following items.

- (1) "User(s)" refers to customers who use this Service upon agreeing with the matters set for in this Terms of Service.
- (2) "Ticket Counter(s)" refers to booking windows at all of Our Company's stations, Limited Express "Romancecar" stop stations within the Tokyo Metro Lines, and Hakone-Yumoto "Romancecar" Ticket Center. Operating hours differ by respective Ticket Counter.
- (3) "Information Terminal(s)" refers to PCs, tablet terminals, and smartphones, etc. that have internet browsing functions.
- (4) "Log in" refers to connecting to the system of this Service by using the internet browsing function of an Information Terminal.
- (5) "Electronic limited express tickets" refers to limited express tickets and saloon tickets (hereinafter called "limited express tickets") of the limited express trains operated by Our Company, which are purchased by connecting to the system for this Service and registered on the server of Our Company as electronic limited express ticket information.
- (6) "Electronic limited express ticket information" refers to the information of an electronic limited express ticket purchased under this service (boarding date, train name, time and traveling section, number of travelers, seat number, purchase price) which is printed out or displayed on an Information Terminal.
- (7) "Staff" refers to the staff of Our Company, Hakone Tozan Railway Co., Ltd., and Tokyo Metro Co., Ltd.

(Available services)

Article 3

Users may avail of the services described under the following items.

- (1) Booking and purchase of electronic limited express tickets by logging in to the website.
- (2) Payment for electronic limited express tickets by credit card.
- (3) Boarding of designated limited express trains by carrying the electronic limited express ticket information for which the User paid and the credit card used for its payment, without having to pick up limited express tickets at a Ticket Counter.

2 This service (regardless of whether past or future sense) does not provide a guarantee that it will operate on all Information Terminals, and part or all of the services described in the previous section may not be available depending on the type of Information Terminal used by Users.

(Entering User information)

Article 4

In order to book/purchase electronic limited express tickets under this Service, Users shall agree with the terms of use and provide the information stipulated by the following items (hereinafter called User Information) .

- (1) User's phone number
- (2) User's e-mail address
- (3) User's credit card information stipulated by Article 11, Section 2

(Service hours)

Article 5

Service hours for this system are from 4:00 a.m. JST to 2:00 a.m. JST the next day.

(Booking/purchase of electronic limited express tickets)

Article 6

Handling of booking/purchase of electronic limited express tickets provided by this service shall be subject to conditions as set forth by the following items.

- (1) Booking is available from 10:00 a.m. one month before the intended boarding date of the limited express train to 45 minutes before its departure time.
- (2) Ticket purchase is available from 10:00 a.m. one month before the intended boarding date of the limited express train to its departure time.
- (3) The retention period for booking details is stipulated by the following items. When a

purchase is not completed before the conclusion of the retention period, the booking shall be cancelled automatically.

(a) Eight days including the reservation day for bookings made eight or more days before the boarding date.

(b) Until 15 minutes before the departure time for bookings made from seven days before the boarding date to booking deadline.

(4) The maximum number of passengers that can be booked for at one time is eight.

(5) The overlapping of the arrival or destination station is not allowed on the same traveling day for the second booking unless the previous booking was automatically cancelled; second purchase of such ticket is not allowed.

(6) Seat number can be selected using a map of train seats (hereinafter called "Seating Map"). Seat selection is handled according to the below items.

(a) Users can only select seats that can be chosen on the Seating Map.

(b) Seats are available for selection from the time of booking or purchase of electronic limited express tickets to 45 minutes before the departure time of the limited express train.

(c) The selected seat may not be reserved when two or more Users have selected the same seat simultaneously or when the request has been improperly processed properly by the system.

(7) When "Carriage selection", "Give priority to an aisle seat", or "Give priority to a window seat" are selected, the seat actually reserved for the User may not reflect their choice, depending on the seat availability. A seat will not be reserved, however, when "Select a window seat" is designated but no window seat is available.

(8) There is no handling available for limited express tickets that have their point of arrival or departure as the Central Japan Railway Company's Gotemba Line stations (excluding Matsuda station).

(Validity and presentation of electronic limited express tickets)

Article 7

Only the electronic information recorded on the Service's system server shall be valid with regard to validity and presentation of electronic limited express tickets.

2 Users shall use their electronic limited express tickets by carrying their electronic limited express ticket information and the credit card used for its payment together.

3 Users must present, upon request by the Staff, their electronic limited express ticket information and the credit card used for its payment.

4 When a User is not able to present their electronic limited express ticket or the credit

card used for its payment despite the request of the Staff pursuant to the preceding clause, they must pay an in-train limited express fare (1,200 yen for a saloon seat, 400 yen when they traveled the section connecting to the Metro Line, or 300 yen otherwise, in addition to the limited express fare). However, in-train limited express fare shall be reimbursed to a User, provided that they bring the in-train issued limited express ticket to the Ticket Counter on the same day, and it is confirmed that the original ticket was purchased under this system.

(Invalidation of electronic limited express tickets)

Article 8

Electronic limited express tickets shall be rendered invalid when:

- (1) Electronic limited express tickets are exchanged with paper tickets at the Ticket Counter
- (2) Electronic limited express tickets are modified and used
- (3) Electronic limited express tickets are used in an illegal manner
- (4) Users board the designated limited express train without carrying their electronic limited express ticket information or the credit card used for its payment
- (5) Users perform any acts prohibited under the items of Article 18 in purchasing electronic limited express tickets
- (6) This Terms of Service is violated

(Formation of agreement and applicable provisions)

Article 9

The agreement with a User in relation to transportation etc. under the Service shall become effective when the information, including a seat number is sent to a User by Our Company after the User has logged in to the website and purchased an electronic limited express ticket according to the designated procedure.

2 Unless otherwise provided herein, the relationship between Our Company and Users shall be governed by the provisions set forth in the Regulations on Passenger Operations and other rules of Our Company at the time when this agreement became effective.

(Payment of limited express fare)

Article 10

The cost of electronic limited express tickets (hereinafter called "limited express fare") purchased under the Service shall be paid by credit card.

2 Electronic limited express tickets cannot be purchased under the Service without a credit card.

3 When an electronic limited express ticket is purchased under the Service, cash payment cannot be used concurrently.

4 Electronic limited express tickets booked under the Service can be purchased as ordinary limited express tickets using the booking number and telephone number entered at the time of reservation at the Ticket Counter or automatic ticket machine (with some exceptions) or at designated travel agencies commissioned by Our Company.

(Payment by credit card)

Article 11

Users can pay for limited express fares by credit card by logging in to the website, following the designated procedures and entering their credit card information (hereinafter called "Credit Card Entry"). This is provided however that the name on the credit card must be the same as that of the User.

2 Required credit card information are credit card number, expiration date, security code, and name of cardholder (Romanized).

3 The following five credit card brands can be used under the Service: OP credit, VISA, MasterCard, JCB, and American Express.

4 Users shall be personally responsible for the resolution of any dispute with their credit card company in relation to the use of the Service and at their own expense and shall not involve Our Company in any such dispute. Our Company shall not be responsible for any loss suffered by the Users in relation to or arising from any such dispute.

5 In case Our Company suffers any loss in relation to or arising from any dispute between Users and credit companies, the Users shall be responsible for compensating Our Company for any such loss.

6 Our Company may cancel a credit card payment completed by Credit Card Entry in the circumstances set forth under the following items without prior notice to the User when:

(1) Our Company is informed by a credit company that the credit card used for completing Credit Card Entry was invalid.

(2) Our Company is informed by a credit company that the credit card used for the Credit Card Entry was used illegally.

(3) Our Company decides that it is necessary to do so for the operation of the Service.

(Exchange of electronic limited express tickets)

Article 12

Users can exchange electronic limited express tickets for ordinary limited express tickets by presenting their electronic limited express ticket information and the credit card used for its payment to the Staff at the Ticket Counter by the departure time of the limited express train.

2 Handling of the exchanged limited express ticket shall be governed by the Regulations on Passenger Operations of Our Company.

(Changes to electronic limited express tickets)

Article 13

Changes to electronic limited express tickets (change of the limited express train, change of the traveling section) can be made until the departure time indicated on the electronic limited express ticket by logging in to the website and following the designated procedure if seats are available in the limited express train following intended changes. The number of times changes are allowed is as described in the following items.

(1) Changes may be made any number of times to the ticket for the same boarding date. Trains for the same boarding date refers to those from the first to the last trains of the given day.

(2) Changes to another boarding date are allowed only once. Another boarding date refers to any boarding date other than the initially indicated boarding date.

2 When changes are made to electronic limited express tickets by logging in to the website and following the designated procedure, the full amount of the limited express tickets before change will be credited to the credit card and the new charge for the post-change electronic limited express tickets will be charged to the credit card.

3 Reimbursement pursuant to the preceding Clause shall be made to the financial account used for payment which the User has registered with their credit card company by the account transfer date after the next from the day changes were made to their electronic limited express ticket on the website.

4 After the departure of limited express train boarded with a User's limited express ticket, a one-time-only change of traveling section or the User's seat can be made upon request to the train staff and dependent on the train staff's approval if they wish. Traveling section must be in the same limited express train on which they are boarded.(Such changes cannot be made on the website) .

5 When changes are made pursuant to the preceding Clause, the limited express fare

for the new traveling section shall be collected by cash. Upon comparing the limited express fare already received and the limited express fare of the actual traveled section, if the difference is null, no money will be collected; repayment will not be made for any excess amount paid.

(Reimbursement of limited express fare)

Article 14

When electronic limited express tickets (for some of the seats or all of the seats when there are a number of seats) has become unnecessary, procedures for reimbursement may be completed by logging in to the website and following the designated procedures by the departure time of the designated limited express train. The amount of any such reimbursement will be less the service fees in case reimbursement service fees apply as set forth in the following Clause.

2 Reimbursement service fees of electronic limited express tickets are 100 yen per seat (400 yen for a saloon seat).

3 Reimbursement of electronic limited express tickets shall be made by crediting the full amount of the original purchase to the credit card and charging service fees and the amount for the remaining seats at the time of partial reimbursement to the credit card.

4 When operation of the limited express train designated on an electronic limited express ticket is cancelled, Our Company shall make either full or partial repayment of the limited express fare (with no reimbursement service fees, notwithstanding Clause 2). It may take up to three days for the reimbursement to be completed.

5 Reimbursement will be made to the account of the User's financial institution from which payment was completed, as registered by the User with the credit card company, by the account transfer date after the next from the day following reimbursement is requested on the website under Clause 1 or on which the reimbursement procedures are completed under the preceding Clause.

(Communication fees in relation to the use of the Service)

Article 15

Communication fees in relation to the use of the Service shall be paid by Users.

(Termination and suspension of the Service)

Article 16

Our Company may terminate or suspend Service provision without prior notification to its Users in the circumstances set forth in the following items:

- (1) Completion of routine or urgent system maintenance for the Service
- (2) Difficulties arise in maintaining Service provision due to circuit disturbance or system failure of the carrier or provider
- (3) Emergencies such as war, riots, earthquake, fire, blackouts, or other events
- (4) Our Company decides that it is necessary to do so for operational reasons

(Exemption of liability of Our Company)

Article 17

Our Company shall not be responsible for any loss as set forth under the following items.

- (1) Losses incurred by Users arising from circuit disturbance or system failure of the Information Terminal, carrier or provider by which the User accesses the Service
- (2) Losses incurred by Users from not having been able to use the Service due to the reason set forth in Article 3.2.
- (3) Losses incurred by Users arising from a third party's use, exchange, modification, and reimbursement of the electronic limited express ticket or electronic limited express ticket information as a result of the intention or negligence of the User.
- (4) Losses incurred by Users arising from termination or suspension of the Service pursuant to the preceding Article
- (5) Losses incurred by Users not caused by the intention or gross negligence of Our Company

(Prohibited acts)

Article 18

In using the Service, Users shall not perform such acts as set forth in the following items.

- (1) Criminal acts or acts that lead to a crime
- (2) Entering or transmitting false information, or falsifying or deleting information
- (3) Obstructing the operation of the Service
- (4) Using credit card by which a User has violated the agreement with their credit card company to use the Service
- (5) Using the Service by masquerading as a third party
- (6) Violating the law or public order, or performing acts that disadvantage other Users or other persons
- (7) Acts that encourage any of the previous items
- (8) Acts Our Company considers as possibly corresponding to any of the previous items

(9) Any other acts Our Company deems to be inappropriate

(Handling of User Information)

Article 19

In using the Service, Users shall furnish accurate User Information to Our Company.

2 Users shall agree with Our Company's use of User information and User's Service usage history upon taking necessary protective measures for the following purposes:

- (1) Provision of the Service and emergency contact in relation to the provision of the Service
- (2) Addition of any new service under the Service or provision of the information in relation to the Service
- (3) Statistical analysis for the usage trends of the Service

(Changes to the Terms of Service)

Article 20

Our Company may change this Terms of Service (including the contents of the Service) without any prior notice. Users are deemed to have accepted the details of the Terms of Service after such changes when the details of the changes are notified to the Users in ways Our Company deems appropriate, or when the Users availed of the Service after the details of the changes were posted on Our Company's website.

2 Our Company shall not be held responsible for any loss incurred by Users arising out of any such changes pursuant to the preceding Clause.

(Governing law)

Article 21

The Terms of Service and the associated agreement that becomes effective between Users and Our Company in relation to the Service shall be governed under Japanese law.

(Consultation and settlement of disputes)

Article 22

Any problems arising between Users and Our Company in connection with the Service shall be resolved upon consultation in good faith. Any dispute that is not resolved by such consultation shall be submitted to the exclusive agreement jurisdiction of the Tokyo District Court.

(Effectiveness of the Terms of Service)

Article 23

This terms of service shall become effective from March 17, 2018

(Translations of the Terms of Service)

Article 24

English, Chinese, and Korean translations of these Terms of Service, which were originally drafted in Japanese, have been posted to Our Company website for reference. In case there are any language discrepancies, differences, or inconsistencies between this terms of service and the translated material, this Terms of Service as originally drafted in Japanese shall assume precedence.