

## 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, and Limited Express "Romancecar" stop stations within the Tokyo Metro Lines, and Odakyu Sightseeing Service Center. Operating hours differ by respective Ticket Counter.
- (3) "Company Contact Window(s)" refers to the following (from among the ticket counters listed in the previous item): booking windows at all of Our Company's stations, and Odakyu Sightseeing Service Center.
- (4) "Information Terminal(s)" refers to PCs, tablet PCs, smartphones, etc. that have internet browsing functions.
- (5) "Login" refers to connecting to the system of this Service by using the internet browsing function of an Information Terminal.
- (6) "Electronic limited express tickets" refers to those limited express tickets (hereinafter called "limited express tickets") for the limited express trains operated by Our Company (hereinafter called "limited express trains") which are purchased by connecting to the system for this Service and registered on the server of Our Company as limited express tickets in the form of electronic information.
- (7) "Electronic special limited express tickets" refers to those limited express tickets for the direct limited express trains operated by Our Company in collaboration with Central Japan Railway Company (hereinafter called "JR Gotemba Line Connection Limited Express Trains") for travel on the Odakyu Line and Central Japan Railway Company's Gotemba Line (between Matsuda Station and Gotemba Station) which are

purchased by connecting to the system for this Service and registered on the server of Our Company as limited express tickets in the form of electronic information.

(8) “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, and purchase price) which is printed out or displayed on an Information Terminal.

(9) “Electronic special limited express ticket information” refers to the information of an electronic special limited express ticket purchased under this Service (boarding date, train name, time and traveling section, number of travelers, seat number, and purchase price) which is printed out or displayed on an Information Terminal.

(10) “Staff” refers to the staff of Our Company, Hakone Tozan Railway Co., Ltd., Tokyo Metro Co., Ltd., and Central Japan Railway Company.

(11) “Electronic limited express surcharge” refers to the surcharge which applies when purchasing an electronic limited express ticket or electronic special limited express ticket through this Service.

(12) “Limited express surcharge” refers to the surcharge which applies when purchasing a limited express ticket through a channel other than this Service (for example, purchase at a Ticket Counter or using an automatic ticket machine).

### **(Available services)**

#### Article 3

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

(1) Booking and purchase of electronic limited express tickets or electronic special limited express tickets by logging in to the website.

(2) Payment for electronic limited express tickets or electronic special limited express tickets by credit card.

(3) Boarding of designated limited express trains by carrying the electronic limited express ticket information or electronic special limited express ticket information for which the User paid and the credit card used for this payment, without having to pick up limited express tickets at a Ticket Counter.

<sup>2</sup> 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 or electronic special 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 or electronic special limited express tickets)**

#### Article 6

Handling of booking / purchase of electronic limited express tickets and electronic special limited express tickets provided by this Service shall be subject to the conditions set forth in 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. Please note that booking only is not available for observation deck seats (including both front observation deck seats and rear observation deck seats), which can only be purchased directly.
- (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) Bookings for a given station of departure or destination station may be made for a maximum of one train per day, either an electronic limited express ticket or electronic

special limited express ticket, but not both; however, if a booking for a given day is cancelled, then a further booking for that day can be handled. This restriction applies only to ticket booking, not ticket purchase.

(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) Seat numbers are available for selection from the time of booking of electronic limited express ticket or electronic special limited express ticket until 45 minutes before the departure time of the limited express train, or from the time of purchase of electronic limited express ticket or electronic special limited express ticket until 3 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 electronic limited express tickets that have their point of departure or arrival as a station on the Central Japan Railway Company's Gotemba Line (excluding Matsuda Station).

### **(Validity and presentation of electronic limited express tickets and electronic special limited express tickets)**

#### Article 7

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

2 Users shall use their electronic limited express tickets or electronic special limited express tickets by carrying their electronic limited express ticket information or electronic special limited express ticket information and the credit card used to pay for the ticket together.

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

4 When a User is not able to present their electronic limited express ticket information

or electronic special limited express ticket information, or the credit card used for payment, when asked to do so by the Staff pursuant to the preceding clause, an electronic limited express ticket User must pay the in-train limited express surcharge (450 yen when traveling on a section that connects to a Metro line, or 350 yen otherwise, in addition to the limited express surcharge), and an electronic special limited express ticket User must pay the limited express surcharge. However, the in-train limited express surcharge or limited express surcharge shall be reimbursed to a User, provided that the User brings the limited express surcharge ticket issued on the train to a Company Contact Window on the same day, and provided that it is confirmed that the original ticket was purchased under this system.

5 The in-train limited express surcharge or limited express surcharge for the actual distance traveled on the train that is referred to in the preceding clause must be paid in cash.

#### **(Invalidation of electronic limited express tickets and electronic special limited express tickets)**

##### Article 8

Electronic limited express tickets and electronic special limited express tickets shall be rendered invalid when:

- (1) Electronic limited express tickets or electronic special limited express tickets are modified and used
- (2) Electronic limited express tickets or electronic special limited express tickets are used in an illegal manner
- (3) Users board the designated limited express train without carrying their electronic limited express ticket information or electronic special limited express ticket information or the credit card used for payment
- (4) Users perform any acts prohibited under the items of Article 18 in purchasing electronic limited express tickets or electronic special limited express tickets.
- (5) 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 the User by Our Company after the User has logged in to the website and purchased an electronic limited express ticket or electronic special 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 electronic limited express surcharge)**

#### Article 10

The electronic limited express surcharge of electronic limited express tickets or electronic special limited express tickets purchased under the Service shall be paid by credit card.

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

3 When an electronic limited express ticket or electronic special 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 a Ticket Counter or automatic ticket machine (with some exceptions) or at designated travel agencies commissioned by Our Company.

5 Electronic special 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 a Company Contact Window or automatic ticket machine (with some exceptions).

### **(Applicability of electronic limited express surcharges)**

#### Article 11

The electronic limited express surcharge applies when purchasing electronic limited express tickets or electronic special limited express tickets under the Service. However, when the procedures for purchasing an electronic limited express ticket or electronic special limited express ticket booked under the Service are completed at a Ticket Counter or automatic ticket machine, the regular limited express surcharge shall apply.

### **(Payment by credit card)**

#### Article 12

Users can pay for limited express surcharges by credit card by logging in to the website, following the designated procedures and entering the required information for a credit

card held by the User, with the name on the credit card being the same as the name of the User (hereinafter called "Credit Card Entry").

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 loss suffered by the Users in relation to or arising from any such dispute, except in the case of willful misconduct or gross negligence.

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 such loss, except in the case of willful misconduct or gross negligence on the part of Our Company.

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.

**(Changes to electronic limited express tickets and electronic special limited express tickets)**

Article 13

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

(1) An electronic limited express ticket may only be changed to another electronic limited express ticket, and an electronic special limited express ticket may only be

changed to another electronic special limited express ticket.

(2) Changes to an electronic limited express ticket may be made any number of times to a ticket for the same boarding date. Trains for the same boarding date includes all trains from the first train of the day to the last train of the day.

(3) Changes to another boarding date for an electronic limited express ticket are allowed only once. Another boarding date refers to any boarding date other than the initially indicated boarding date.

(4) Changes to an electronic special limited express ticket may be made only once, regardless of whether the boarding date is the same or different.

2 When changes are made to electronic limited express tickets or electronic special limited express tickets by logging in to the website and following the designated procedure, the full amount of the limited express tickets before the change will be credited to the credit card, and the new charge for the post-change electronic limited express ticket or electronic special limited express ticket 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 second day on which account transfers are possible after the day on which changes were made to the electronic limited express ticket or electronic special limited express ticket on the website.

4 After the departure of a limited express train that was boarded using a User's electronic limited express ticket or electronic special limited express ticket, a one-time-only change of traveling section or of the User's seat can be made upon request to the train staff, and subject to the train staff's approval. However, such change is restricted to the same limited express train which the User has boarded. (Such changes cannot be made by logging in to the website)

5 When changes to an electronic limited express ticket are made pursuant to the preceding clause, the previously paid electronic limited express surcharge shall be compared to the electronic limited express surcharge for the actual traveled section, and if the amount previously paid is insufficient, the surcharge for the new traveling section shall be collected in cash. If there is no difference, then no money will be collected; repayment will not be made for any excess amount paid.

6 When changes to an electronic special limited express ticket are made pursuant to clause 4 above, the electronic limited express surcharge already received and the limited express surcharge for the actual traveled section shall be compared. Any shortfall shall be paid in cash. If there is no difference between the amounts, then no



money will be collected; repayment will not be made for any exceed amount paid.

**(Reimbursement of electronic limited express surcharge)**

Article 14

If electronic limited express tickets or electronic special limited express tickets (for some or all of the seats, when there are a number of seats) are no longer required, procedures for reimbursement of the electronic limited express surcharge may be completed by logging in to the website and following the specified procedure before the departure time of the designated limited express train. However, in the event that any of the service fees specified in clause 3 below apply, the service fee will be deducted from the amount that is reimbursed.

2 Reimbursement service fees of electronic limited express tickets are 100 yen per seat.

3 The service fee for reimbursement of an electronic special limited express ticket shall be 340 yen in the case where the request for reimbursement is made at least two days prior to the date of departure; if the request for reimbursement is made later than that, then the service fee will be an amount equivalent to 30% of the ticket price, or 340 yen in the event that the amount equivalent to 30% of the ticket price is less than 340 yen. If the request for reimbursement relates to an electronic special limited express ticket for which a change has been made on the specified date, or on the day preceding the specified date, then the reimbursement will be deemed to apply to the electronic special limited express ticket prior to the change, and to have taken place at the time when the change was made, and the normal service fee for reimbursement of an electronic special limited express ticket will be payable.

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

5 In the event that the operation of a limited express train designated on an electronic limited express ticket or electronic special limited express ticket is cancelled, Our Company shall make either full or partial repayment of the electronic limited express surcharge (with no reimbursement of service fees, notwithstanding clauses 2 and 3 above). It may take up to three days for the reimbursement to be completed.

6 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 second day on which account transfers are possible after the day on which reimbursement is requested 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 loss as set forth under the following items, except in the case of willful misconduct or gross negligence.

- (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, modification or reimbursement etc. of the electronic limited express ticket or electronic special limited express ticket, or electronic limited express ticket information or electronic special limited express ticket information, as a result of an intentional act or negligence on the part 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 these Terms of Service (including the contents of the Service) when such change conforms to the common interest of customers.

2 When Our Company changes these Terms of Service, Users will be deemed to have accepted the details of the Terms of Service after such changes when the details of the date on which the changes will take effect and the content of the changes are notified to the Users in advance in ways which our Company deems appropriate, or when Users avail themselves of the Service after the changes to the Terms of Service came into effect and after details of the changes were posted on Our Company's website.

3 Our Company shall not be held responsible for loss incurred by Users arising out of

any such changes pursuant to the preceding clause, except in the case of willful misconduct or gross negligence.<sup>4</sup> If the User refuses to accept any change made to these Terms of Service, then the agreement existing between the User and Our Company in relation to the Service shall be deemed to have been canceled.

**(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

These Terms of Service shall become effective from June 1, 2023.

**(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.