

The Terms and conditions in English shall be just for the reference purpose only.

In the event that there is any inconsistency between the Terms and Conditions in English and in Japanese, the Japanese Version shall prevail.

# Terms and Conditions for ETC Card

## Article 1 (Definitions of Terms)

1. Terms not specified in these Terms and Conditions shall mean the same definitions of terms provided in designated terms and conditions (that mean Terms and Conditions for Diners Club Card/TRUST CLUB Card Membership, Terms and Conditions for Diners Club Corporate Membership, and Terms and Conditions for Commercial Card Membership, hereafter collectively called "T&C").
2. "Road Administrator" means the toll road administrator based on the Road Maintenance Special Measures Law.
3. "ETC System" means the system that the Card Member pays tolls and other fees at the tollgate, etc. designated by the Road Administrator by using the ETC Card, the on-board equipment, and the Road Administrator's toll gate system.
4. "ETC Card" means the card equipped with a toll and other fees payment function used for ETC System, etc. operated by the Road Administrator.

## Article 2 (ETC Card Issuing and Lending)

1. When an applicant consents to the T&C, becomes a member of the credit card ("Card") issued by Sumitomo Mitsui Trust Club Co., Ltd. ("TRUST CLUB"), consents to the ETC System policies separately provided by the Road Administrator, and applies for ETC Card issuance in a manner prescribed by TRUST CLUB, ETC Card shall be issued and lent to the Card Member admitted by TRUST CLUB.
2. Ownership of the ETC Card shall belong to TRUST CLUB, and the Card Member shall use and manage the ETC Card with the care of a good manager.
3. ETC Card shall be used only by the Card Member whose name is indicated on the card and the Card Member shall not lend, pawn, escrow, transfer or provide it as collateral, etc. to the third party.

## Article 3 (Use of ETC Card)

1. The Card Member shall use the ETC Card by inserting it in the on-board equipment. In addition, the Card Member shall pull the ETC Card out of the on-board equipment and keep it when the Card Member leaves the car.
2. T&C and these Terms and Conditions shall be applied to the Card Member's use of the ETC Card. In addition, ETC System policies provided by the Road Administrator shall be applied to the road passing method with using ETC System, the usage of the on-board equipment, and others.

## Article 4 (Term of Validity and Card Fees)

1. Validity period of ETC Card shall be provided by TRUST CLUB and indicated on the surface of the card.
2. When the ETC Card is newly lent to the Card Member, he/she shall pay TRUST CLUB for the designated ETC Card charges (hereafter "Charges"). The payment shall be made annually.
3. When the Card Member cancels the ETC Card membership or the membership is terminated as required by the T&C, the Charges paid shall not be refunded to the Card Member for any reason whatsoever in principle.

## Article 5 (Range of Use)

1. The ETC card shall be used only for the use of toll expressway through the ETC System in principle, and it shall be based on conditions such as "ETC System Terms of Use" and "Detailed Rules for Use of the ETC System" provided by the Road Administrator. In addition, the Card Member can pay tolls designated by the Road Administrator by presenting the ETC Card at the tollgate designated by the Road Administrator.
2. The Card Member may use the ETC card through the ETC System for services other than toll expressway payments. In such case, the Card Member shall use the ETC card based on conditions stated in these Terms and Conditions and in the terms of use provided by the service provider of those services.

## Article 6 (Settlement of Charges)

1. The Card Member shall pay for tolls, etc. of toll road as charges of the credit card designated by the Card Member based on data of charges arranged by the Road Administrator.
2. If there are any questions about data of charges arranged by the Road Administrator, they shall be settled between the Card Member and the Road Administrator, and the Card Member shall not be exempt from payment obligations toward TRUST CLUB.

## Article 7 (Loss and Theft of ETC Card)

1. If the ETC Card is lost or stolen, the Card Member using services offered by the Road Administrator like ETC mileage service shall immediately report the fact to TRUST CLUB and the Road Administrator on the Card Member's own responsibility in a manner prescribed.
2. If others use the ETC Card due to reasons such as loss and theft, any payment obligations arising from such use of the ETC Card shall comply with the T&C. In addition, if the ETC Card is lost or stolen under the condition that the card has been inserted in the on-board equipment or left in the car, it is regarded as gross negligence provided in the T&C and shall not be exempt from payment obligations.
3. TRUST CLUB shall not bear any responsibility for the third party's fraudulent use of services offered by the Road Administrator like ETC mileage service.

## Article 8 (Re-issuance of ETC Card)

1. ETC Card shall be reissued when TRUST CLUB considers appropriate. In such case, the Card Member shall pay reissuing charges designated by TRUST CLUB.
2. In addition to what is provided for in Clause 1 of this article, if a Card Member's number of ETC Card is changed, the Card Member using services offered by the Road Administrator like ETC mileage service shall follow the procedures for changing the member number prescribed by the Road Administrator on the Card Member's own responsibility.
3. In Clause 2 of this article, TRUST CLUB shall not bear any responsibility for any loss or damages (including the above services that the Card Member cannot receive), which may be incurred by the Card Member during the period before such procedures completed.

## Article 9 (Withdrawal from ETC Card Membership)

1. If the Card Member cancels the ETC Card membership, the Card Member shall submit a prescribed notification form to TRUST CLUB with the ETC Card, and shall also pay the full amount of payment obligations immediately for use of the ETC Card toward TRUST CLUB. However, such payment shall be made in a normal manner when TRUST CLUB considers appropriate.
2. After the Card Member asks TRUST CLUB for cancellation of the ETC Card membership, the Card Member's contract with TRUST CLUB based on this Terms and Conditions shall be terminated as a matter of course, and the Card Member shall acknowledge that the ETC Card lent to the Card Member shall expire and no longer available after the cancellation.
3. The ETC Card membership shall expire at the same time when the Card Member cancels the Card membership, as a matter of course.
4. When the Card Member requests a cancellation of the ETC Card, the Card Member must return the ETC Card to TRUST CLUB. However, if TRUST CLUB instructs the Card Member to dispose a card, the Card Member shall follow the instruction to dispose a card by cutting out the chip part, disabling the card usage.

## Article 10 (Suspension of Use or Lending of ETC Card, etc.)

1. If TRUST CLUB takes measures against the Card such as suspension of use or lending of the Card and cancellation of the Card membership as provided in the T&C, TRUST CLUB can also take similar measures against such member's ETC Card without providing prior notice thereof upon the Card Member as a matter of course.
2. In the case of Clause 1 of this article, the Card Member shall return the ETC Card to TRUST CLUB immediately and shall not use the ETC Card afterward.
3. In the case of Clause 1 of this article, the Card Member shall pay the full amount of payment obligations for use of the ETC Card toward TRUST CLUB.
4. In the case of Clause 1 of this article, regarding road accidents related to measures such as suspension of use or lending of the ETC Card and cancellation of the ETC Card membership, TRUST CLUB shall not bear any responsibility such as settlement or compensation for damages.

## Article 11 (Indemnities)

1. TRUST CLUB shall not bear any responsibility for settlement of disputes or compensation for damages regarding road accidents and the on-boarding equipment for any reason whatsoever, except matters related to settlement of charges for the ETC Card usage.
2. TRUST CLUB shall not bear any responsibility for the Card Member's loss or disadvantage based on malfunction of the ETC Card and operational error by the Card Member, etc.
3. TRUST CLUB shall not bear any responsibility for the Card Member's loss or disadvantage based on incidental services to the ETC Card designated by the Road Administrator, etc.

## Article 12 (Application, etc.)

This Terms and conditions shall be applied to use of the ETC Card, and matters not specified in this Terms and conditions shall comply with the T&C.