

# **ETC Card Special Terms**

## **Article 1 (Definition)**

1. The “Road Operator” shall mean any of East Nippon Expressway Company Limited, Central Nippon Expressway Company Limited, West Nippon Expressway Company Limited, Metropolitan Expressway Company Limited, Hanshin Expressway Company Limited, Honshu-Shikoku Bridge Expressway Company Limited, or any regional public road corporation or any prefecture, city, town, or village road administrator that enters into an ETC settlement agreement with Nexus Card Co., Ltd., (hereinafter the “Company”) and is designated by the Company.
2. The “ETC System” shall mean a system operated by the Road Operator that enables vehicles equipped with an On-Vehicle Equipment to pass through the toll gates on the toll roads designated by the Road Operator without stopping to pay the toll when an ETC Card is inserted into the On-Vehicle Equipment to enable it to wirelessly communicate toll information with the Roadside System.
3. The “ETC Card” shall mean an IC card with the function to identify the person paying the toll via the ETC System and to enable the On-Vehicle Equipment to operate.
4. The “On-Vehicle Equipment” shall mean a device installed in a vehicle to communicate the information necessary for toll settlement with the Roadside System.
5. The “Roadside System” shall mean a system established in the ETC system lane to communicate wirelessly with the On-Vehicle Equipment and to calculate the toll.

## **Article 2 (Lending and Handling of ETC Cards)**

1. The Company will issue and lend an ETC Card to an individual member of any of the credit cards designated by the Company, among those issued thereby, (hereinafter the “Card”) as an add-on to the Card after the person makes an application in the prescribed manner by consenting to these Special Terms and the card member terms (hereinafter the “Member Terms”) and is approved by the Company as appropriate (hereinafter the “Member”).
2. The Member will not sign the reverse side of the ETC Card.
3. The ownership of the ETC Card will be vested in the Company. The ETC Card may not be used by any person other than the Member whose name is printed on the front side of the ETC Card.
4. The Member will use, keep, and manage the ETC Card with the due care of a prudent manager. The Member will not lend, transfer, pawn, or deposit the ETC Card to or with another person, nor will the Member have another person use the ETC Card or transfer its possession for use by another person, regardless of the reason.

## **Article 3 (Use of ETC Cards)**

1. The Member may use the ETC Card as a means of paying tolls by passing through in the prescribed manner the toll gates designated by the Road Operator.
2. Notwithstanding the preceding paragraph, the Member will present the ETC Card if required when paying the toll at any toll gate designated by the Road Operator.

#### **Article 4 (Payment of Usage Charges)**

1. The Member will pay all debts for the tolls borne under the preceding article together with the usage charges of the Card in accordance with the Member Terms.
2. Regarding the due date, amount, and other conditions of the payment under the preceding paragraph, in principle, the rules for a lump-sum payment provided in the Member Terms shall apply mutatis mutandis. However, if the payment classification of the Card is “*Minna Revo* (automatic revolving),” the payment will be governed by the provisions of the Member Terms.

#### **Article 5 (Usage Limit)**

The ETC Card may be used within the usage limit of the Card. If the Member uses the ETC Card beyond the Card’s usage limit, the Member will naturally be liable for the payment.

#### **Article 6 (Doubts regarding Usage)**

The Company will bill the Member for usage charges based on the billing data created by the Road Operator using the usage records recorded in the ETC System. If there is any doubt regarding the billing data of the Road Operator, it will be resolved between the Member and the Road Operator, and the Member will not be exempted from the payment liability to the Company.

#### **Article 7 (Loss/Theft)**

1. If the ETC Card is lost, stolen, swindled, or embezzled (hereinafter collectively “Loss/Theft”) and misused by another person, the Member will be liable to pay all usage charges of the ETC Card misused.
2. In the event of the Loss/Theft of the ETC Card, the Member will promptly notify the Company and report it to the nearest police station. The Member may also be required to submit a separate written report to the Company.
3. If the Company determines that misuse is suspected on grounds recognized by it, including cases where the ETC Card is picked up by a third party, the Company may deactivate the ETC Card at its discretion, and the Member hereby agrees to this in advance.

#### **Article 8 (Member Guarantee Program)**

1. Notwithstanding paragraph 1 of the preceding article, if the ETC Card of the Member is misused

by another person because of the Loss/Theft and reports it to the police and the Company under paragraph 2 of the preceding article, the Company will compensate for any damage caused to the Member by the misuse of the ETC Card.

2. The guarantee period will commence on the date of enrollment in the ETC Card system and end on the first expiration date of the Card's guarantee and will be automatically renewed annually thereafter.

3. Notwithstanding paragraph 1, the Company will not be liable for compensation in any of the following items. This paragraph applies regardless of whether it is attributable to the Member's intention or negligence unless intention or negligence is expressly designated.

(1) When damage is caused by intention or the gross negligence of the Member (if the Member leaves the ETC Card inside the vehicle, Loss/Theft will be deemed to have been caused by the gross negligence of the Member)

(2) When damage occurs outside the guarantee period

(3) When it is attributable to misuse by the Member's family member, cohabitant, or proxy for receiving the ETC Card

(4) When the Member fails to fulfill the obligation under paragraph 4 hereof

(5) When it turns out that a report of Loss/Theft or damage situations is false

(6) When the damage arises 61 days or earlier before the day on which the Company receives notification of the Loss/Theft under paragraph 2 of the preceding article

(7) When damage is caused by Loss/Theft during a time of significant disruption to public order caused by war, earthquakes, etc.

(8) Otherwise, when damage is caused by any use in violation of these Special Terms or the Member Terms

4. When claiming compensation for damage, the Member will submit documents to the Company that it deems necessary for the compensation within 30 days of the day on which the person becomes aware of the damage and will cooperate with the investigation into the damage situations and other circumstances.

#### **Article 9 (ETC Card Annual Membership Fee)**

1. The Member will pay to the Company the prescribed annual membership fee for the ETC Card separate from the annual membership fee for the Card.

2. When the ETC Card is sent, the date of payment will be reported for the annual membership fee, and once paid, the annual membership fee for the ETC Card will not be returned, regardless of the reason, except in the event of withdrawal or loss of membership for a reason attributable to the Company.

#### **Article 10 (ETC Card Expiration Date)**

1. The Company will designate the expiration date of an ETC Card, which is the last day of the month shown on the front side of the ETC Card. After the expiration of the term, the Member will immediately cut up and discard the ETC Card.
2. If no request is made at least two (2) months prior to the expiration date of the ETC Card, and the Company continues to approve the person as a Member, a new ETC Card and these Special Terms will be sent to the Member. However, the Company may withhold the shipment of the card if it determines that the mail sent to the registered address would not be delivered, including cases where mail sent by the Company to that address has failed to arrive.
3. Even after the expiration of the term, these Special Terms continue to apply to the payment for an ETC Card used prior to the expiration date of the ETC Card.

#### **Article 11 (Withdrawal)**

1. When withdrawing from the ETC Card, the Member will submit notice by the method prescribed by the Company, including submitting the prescribed notification form to the financial institution designated by the Company or to the Company itself or notifying the Company by telephone. In this case, if the Company finds it necessary, the Member will return the ETC Card to the Company.
2. If the Member withdraws from Card membership, the person will also withdraw from the ETC Card membership at the same time.

#### **Article 12 (Reissuance)**

1. An ETC Card will be reissued only when the Company finds it appropriate upon a report submitted as prescribed by the Company. In this case, the Member will pay the reissuance fee for the ETC Card as prescribed by the Company.
2. If the member number of an ETC Card changes because of the reissuance of the ETC Card or other reasons, the Member using a registered discount system provided by the Road Operator (hereinafter the "Registered Discount System") will follow the procedures for changing the member number as specified by the Road Operator, and the Member consents in advance that the Registered Discount System will not apply to the use of the ETC Card until the procedures for change are completed. Under no circumstances will the Company be liable for any loss or damage caused to the Member on the grounds that the Registered Discount System does not apply to the use of the ETC Card.

#### **Article 13 (Suspension of Service)**

If the Member violates these Special Terms or the Member Terms, or if the Company determines that the use of the ETC Card or the Card is not appropriate, the Company may suspend the use of the ETC Card without notice to the Member, and the Member hereby agrees to this in advance. Under no circumstances will the Company be liable to resolve any accident on the road caused by the suspension

of the use of the ETC Card or compensate for any damage incurred because of an accident.

#### **Article 14 (Exemptions)**

1. Under no circumstances will the Company be liable to resolve or compensate the Member for any accident on the road or at a toll gate or any disputes arising regarding the ETC System or On-Vehicle Equipment, regardless of the reason.
2. When driving the vehicle, the Member will always check the function of the ETC Card according to the usage instructions specified for the On-Vehicle Equipment. If it does not function normally, the Member will discontinue the use of the ETC Card and notify the Company immediately.
3. Under no circumstances will the Company be liable for any loss or disadvantage incurred by the Member because of a malfunction of the ETC Card.
4. Under no circumstances will the Company be liable for any loss or damage incurred by the Member in connection with the various services provided by the Road Operator, including the Registered Discount System.
5. When the conditions prescribed by the Company, the Road Operator, and others are satisfied, the Member may use the ETC Card for uses other than as described in Article 3, paragraph 1 (hereinafter "Multipurpose Use"). In this case, the Member will use the ETC Card in accordance with the Member Terms, these Special Terms, and the terms of service and other rules provided by the operator providing the service of Multipurpose Use. Regardless of the reason, the Company will in no way be responsible for the services of Multipurpose Use or any disputes arising in connection with the services (including those related to the ETC System or On-Vehicle Equipment).

#### **Article 15 (Amendment of Special Terms and Consent)**

In the event of an amendment of these Special Terms, the Member will be deemed to have consented to the amended matters or new special terms when using the ETC Card after the Company notifies the Member of the details of the amendment or sends the new special terms. If the Company is allowed to amend these Special Terms under laws and regulations, it may amend them through the procedures provided in those laws and regulations.

#### **Article 16 (Compliance with ETC System Usage Regulations)**

The Member will use the ETC Card by complying with the usage regulations for the ETC System separately provided by the Road Operator.

#### **Article 17 (Application of Member Terms)**

Matters not specified in these Special Terms shall be governed by the Member Terms.

For details of the ETC System Usage Regulations, please refer to the website below.

ETC System Usage Regulations



<https://www.go-etc.jp/kitei/kitei.html>

Implementation Rules for the ETC System Usage Regulations



<https://www.go-etc.jp/kitei/saisoku.html>