

# Terms and Conditions for Highway Service

(Including Safety Restrictions)

Atami Infrastructure Management LLC

# Terms and Conditions for Highway Service

(Effectiveness of Terms)

Article 1 Contracts for the use of the following general highways managed by our company (hereinafter referred to as "highways") shall be governed by these terms, unless there are special agreements.

However, matters not stipulated in these terms shall be governed by laws, regulations, or general customs.

Atami Beach Line

(From 84 Tategakubo, Izumotomonkawabun, Atami City, Shizuoka Prefecture to 85-4 Higashikaigan-cho, Atami City, Shizuoka Prefecture)

(Notification to Unidentified Counterparties)

Article 2 If a notification or demand needs to be made regarding the highway business operated by our company, and the whereabouts of the counterparty cannot be determined or are extremely difficult to ascertain, the matters to be notified or demanded shall be posted in a publicly visible location at the relevant toll collection office, which will serve as a substitute for direct notification.

2. After two weeks have passed since the start of the posting mentioned in the previous paragraph, the notification or demand shall be deemed to have reached the counterparty.

(Use Period and Other Details)

Article 3 The period during which the highways can be used shall be throughout the year, and the hours of use shall be 24 hours each day.

(Usage Fees)

Article 4 The usage fees for the highway shall be the fees approved by the Minister of Land, Infrastructure, Transport and Tourism on the date of use.

(Tickets)

Article 5 The types of tickets that can be used are as follows:

- (1) Regular Tickets
- (2) Multi-Use Tickets

(Payment of Usage Fees, etc.)

Article 6 Drivers and passengers of vehicles passing through the highway (hereinafter referred to as "users") must pay the usage fees at the designated toll collection site, receive a regular usage ticket, or present a multi-use ticket and complete the necessary procedures.

However, users of cashless services provided by our company must take the steps specified by our company.

(Possession of Tickets, etc.)

Article 7 Users must possess a ticket from the time they pass through the toll collection site mentioned in the previous article until they finish using the highway, and must present it upon request by our company's staff. However, this does not apply if our staff collects the ticket or if the cashless service specified in Article 6 is used.

2. If users do not present a ticket as required in the previous clause, except when it is evident that the ticket was lost after passing the toll collection office, our company will collect the usage fee.

(Unauthorized Use of Highways)

Article 8 Our company may collect an additional amount equal to double the usage fee from those who use the highway fraudulently.

(Refunds of Usage Fees, etc.)

Article 9 If a refund request is made for unused tickets within the validity period (including the certificates specified in the next clause, hereinafter the same), our company will refund the amount displayed on the ticket (for multi-use tickets, the sale amount on the cover times the number of unused tickets divided by the total number of tickets) minus a 10% handling fee. In this case, any amounts less than 10 yen in the refund amount will be rounded down.

2. If the highway cannot be used due to natural disasters or other unavoidable reasons, our company will refund an amount equivalent to the collected usage fee for regular tickets. For multi-use tickets processed under Article 6, we will issue vouchers that allow the use of the highway.
3. If the highway cannot be used for more than one day due to the reasons mentioned in the previous clause, the validity period of the multi-use tickets will be extended by the number of days it was not usable.
4. The provisions of the preceding two clauses do not apply to users responsible for the inability to use the highway.
5. Our company will not refund usage fees if users are requested to leave the highway for reasons other than those in clause 2.

(Instructions from Staff)

Article 10 Users must follow the instructions given by our staff for the maintenance of highway safety and traffic regulations.

(Refusal of Use)

Article 11 Our company may refuse the use of the highway in the following cases:

- (1) If the use of the highway violates laws or safety restrictions.
  - (2) If the use of the highway is likely to significantly obstruct the passage of other vehicles.
  - (3) If the use of the highway violates public order or morals.
  - (4) If the highway is temporarily closed for special events organized by the state, local government, or similar organizations.
  - (5) If traffic is obstructed due to natural disasters or other unavoidable reasons.
2. Our company may request users to leave the highway if they violate the provisions of the previous article or Article 14, or if the use of the highway falls under any of the cases listed in items 1 to 4 of the previous clause, or if the situation described in item 5 of the previous clause occurs.

(Our Company's Liability)

Article 12 If our company's management of the highway is defective and causes damage to the user's life, body, or property, we will compensate for this damage unless it falls under any of the following categories:

- (1) The user's intentional act or negligence.
- (2) Contact or collision between vehicles not due to the company's fault.
- (3) Theft or other damage caused by a third party.
- (4) Natural disasters or other events of force majeure.

2. In the cases described in the previous clause, our company's liability begins when the user enters the highway and ends when they exit.

(User's Liability)

Article 13 Users who intentionally or negligently damage the highway or its related facilities must restore them to their original state or compensate for the damage.

(Prohibition of Selling Goods, etc.)

Article 14 Users must not sell or distribute goods, advertise, or engage in similar activities on the highway without our company's permission.

## Safety Restrictions

The safety restrictions for vehicles passing through our general highways are as follows:

(1) Vehicle dimensions and weight

Length	12 meters or less
Width	2.5 meters or less
Height	3.8 meters or less
Gross weight	20 tons or less

(2) Maximum speed

Passenger vehicles	60 km/h
Transit vehicles/buses	40 km/h
Cargo vehicles	40 km/h

(3) Prohibited vehicles

Vehicles with caterpillars or other structures that may damage the highway.