

## Terms of Service Agreement

Honda Mobilityland Corporation (hereafter, HMC), the operator of the online shop 'Mobility Station (Service)', sets out a Terms of Service Agreement (Agreement) that governs the use of the Service as below.

This Agreement is made in Japanese and translated into English.

If there is any conflict, inconsistency, or contradiction in interpretation between these two texts, the Japanese text shall prevail.

### Chapter 1 Definition

- 1. Users: Customers who (i) browse and purchase products sold at the Service, (ii) distribute or receive products by following the procedures authorized by HMC, and (iii) are registered members (Ticket Members) of Mobility Station Ticket.
- 2. Tickets: Tickets that are issued by HMC or contractors authorized by HMC and permit the ticket holders to enter and watch races or events at the Suzuka Circuit or Mobility Resort Motegi.

### Chapter 2 Scope of application and amendments of the Agreement

- 1. This Agreement applies to HMC, the provider and the Users of the Service. By using the Service it is considered that the User has agreed to this Agreement.
- 2. Individual Terms and Conditions set out by HMC separately from this Agreement are part of this Agreement. In case of any inconsistency, Individual Terms and Conditions will prevail.
- 3. This Service is mainly to be used in Japan by residents of Japan.
- 4. Without contradicting the purpose of this Agreement HMC may make reasonable amendments to this Agreement without the consent of Users.
- 5. When amendments are made in accordance with the above 2.4, the revised Agreement shall be posted on the HMC official website, or notifications shall be sent to all contact addresses of Users, or by other appropriate methods. Amendments go into effect on the day notifications are sent or on the date specified in the notifications. Users agree to the amendments. Amendments shall not be applied retroactively. Users who do not agree with amendments will be considered to have stopped using the Service on their accord.

### Chapter 3 Use of Service

- 1. Users agree to this Agreement and use this Service employing operating systems recommended by HMC. HMC is not responsible for any flaw or problems that occur while using this Service with operating systems other than the ones recommended by HMC. Under this circumstance HMC will not accept any inquiries or questions.
- 2. Without contradicting the purpose of this Service HMC may make reasonable changes in the Service without the consent of the Users.

### Chapter 4 Termination of Service

1. In the event that a User commits one of the following, HMC has the right to stop the User from using the Service or remove their information from the Service without notifying the User.

- (1) A user is in breach of this Agreement, such as late payments related to the use of this Service.
- (2) User committed any of the prohibited activities stipulated in Chapter 5 (Prohibited activities).
- (3) Other breach of this Agreement.

**Chapter 5 Prohibited activities**

1. Users are prohibited from doing any of the following.

- (1) Provide false information while using this Service.
- (2) Activities that obstruct or might obstruct the operation of this Service.
- (3) Unauthorized use of credit card.
- (4) Unauthorized use of user account or password of this Service.
- (5) Activities that do or may cause trouble, detriment or damage to HMC or other Users.
- (6) Activities that do or may violate copyrights, property rights, good name, or privacy of other Users, third party, or HMC.
- (7) Any activities other than above (6) that do or may cause detriment or damage to other Users, third party, or HMC.
- (8) Activities that do or may violate public order moral or laws.
- (9) Sales or profit-making activities or making preparations to do so using this Service.
- (10) Unauthorized copying or modifying of tickets or Electronic tickets and using them.
- (11) Distribute Electronic Tickets by means other than the method authorized by HMC.
- (12) Any other activities that are deemed inappropriate by HMC.

**Chapter 6 Ticket Member registration**

- 1. All Users, including Users who will receive electronic tickets, shall register for membership following the registration process set out by HMC.
- 2. To register a credit card, the name on the credit card shall be the same as the name of the User.
- 3. Registration application from a person whose membership has been cancelled in the past due to a violation of this Agreement will not be accepted. In the event that a person is identified as a former offender after a successful registration, their registration will be cancelled.
- 4. To register for the membership there is no registration fee, no annual membership fee unless otherwise specified.

**Chapter 7 Ticket Member information**

- 1. Users are responsible for the security of registration information (Account Information) including their email address and password.
- 2. Users shall not give, lend, or disclose their Account Information to any third parties.
- 3. Users are responsible for any loss or damage as a result of their Account Information being inadequately managed, misused, or used by third parties, or other causes.
- 4. In the event that a User notices unauthorized use of their Account Information by a third party, the User shall contact HMC promptly.
- 5. When any Account Information needs to be revised Users shall update it in accordance with the procedures set out by HMC.

**Chapter 8 Cancellation of membership**

- 1. Users who wish to cancel their membership shall do so by following the cancellation procedure set out by HMC. Cancellation procedures cannot be started until all products purchased by the User are delivered to the User.
- 2. When an account is cancelled, the User's subscription to the product information mailing service will be cancelled as well. The Account Information will be deleted and information such as usage history will not be available to former Users.

- **Chapter 9 Handling of personal information**

- 1. As a result of Users using the website, Users' information may become known to HMC. User information is managed and handled in accordance with the Privacy Policy(<https://www.honda-ml.co.jp/privacy/>) as set out by HMC separately from this Agreement.
- 2. HMC handles Users' personal information following the "rules regarding disclosure of the purpose for using personal information" which is set out separately from this Agreement and Users agree with the provisions of the above.

**Chapter 10 Purchasing merchandise**

- 1. Users can purchase products and services (Merchandise) by using this Service.
- 2. Users who wish to purchase Merchandise shall place orders by following the process set out by HMC.
- 3. Contract of sales is established when an order confirmation email specified in Chapter 11 is sent/notified to the User or their User's credit card is verified (Chapter 12), whichever comes first.
- 4. This Service ships Merchandise to domestic addresses only.
- 5. In the event that any wrongdoing or inappropriate activity by a User is identified, HMC has right to cancel or terminate the contract of sales.
- 6. In the event that any purchases for trading purposes or bulk purchases are identified, HMC has right to cancel or terminate the contract of sales.

**Chapter 11 Order confirmation email**

- 1. An order confirmation email will be sent to Users after orders are placed. An order confirmation email will be sent to the email addresses (Registered Addresses) which were provided by Users when they created their user accounts or at the time of the purchase.
- 2. Email notifications are considered 'sent' when they are dispatched to Users' Registered Addresses from the server operated by HMC. In the event that HMC is not able to send email to Users due to faulty information provided by Users – such as false or wrong email address, no email address, garbled text – HMC is not responsible for non-delivery, delivery to wrong address, or late delivery of email.

**Chapter 12 Method of payment**

- 1. Users pay the total amount of the price of Merchandise, handling fees (shipping cost, etc.) and consumption tax.
- 2. Payment shall be made by methods approved by HMC, including Users' own credit cards.
- 3. Payment by credit cards shall comply with the contract between Users and credit card companies. HMC shall perform the verification process of credit cards. In the event that Users fail to make payment by credit cards for some reason - such as false, wrong or no credit card information was provided by Users, or Users fail to comply with terms and conditions of credit card companies – tickets shall not be sold.
- 4. HMC is not responsible for any dispute between Users and credit card companies.

**Chapter 13 Suspension or discontinuation of Service**

1. HMC has the right to temporarily suspend or discontinue the Service partially or entirely on its own discretion without notifying Users in advance in the event that any of the below occurs.

- (1) During the periodic or emergency maintenance period of the machinery or system that operates the Service.
- (2) Machinery or system that operates the Service has an anomaly, problem, or fails and HMC is unable to offer services to Users.
- (3) Providing services has become impossible due to force majeure events, such as fire, blackout, and natural disaster.
- (4) Due to other unexpected events HMC decides that it is difficult to provide services.

2. HMC is not responsible for any loss or damages suffered by Users or third parties as a result of suspension or discontinuation of the Service.

**Chapter 14 Copyrights, trademark and other rights**

- 1. Without consent of right holders, Users have no right to copy, sell, publish, or in any other way use any copyrighted material, trademarks etc. offered by the Service beyond the Users' conventional private use that is stipulated in copyrights laws and trademark laws.
- 2. Unless stated otherwise, the ownership of copyrighted material, trademarks and other intellectual properties used in the Service belong to HMC. Users respect the rights of HMC.
- 3. Users are responsible to resolve at their own cost any troubles/disputes which arise as a result of Users' violation of this Agreement. HMC is not responsible even if the offending User is subject to criminal penalty.

**Chapter 15 Exclusion of anti-social forces**

1. Users warrant that they do not fall under any of the below in the past, present and future.

- (1) Organized crime groups (anti-social forces stipulated in 2.2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Japanese law, Act No. 77 of 2021), hereinafter 'Act')
- (2) Members of organized crime groups (defined in 2.6 of the Act)
- (3) Auxiliary members of organized crime groups
- (4) Businesses affiliated with organized crime groups
- (5) Racketeer groups, groups engaged in criminal activities under the pretext of conducting social/political campaigns, crime groups specialized in intellectual crimes
- (6) Persons who are closely associated (including but not limited to the provision of funding or other support) with any of the above
- (7) Persons who are equivalent to any of the above

2. Users do not, directly or indirectly, participate in any of the following conduct.

- (1) Demands with violence
- (2) Making unreasonable demands beyond legal entitlement
- (3) Use of intimidating words or actions (including but not limited to stating that they or their affiliates are one of the above 15.1) or violence in business transactions
- (4) Damage reputation or obstruct businesses of other parties by spreading rumors, using fraudulent means or menacing influences
- (5) Actions equivalent to any of the above

3. In the event that a User violates any of the above terms, HMC has the right to suspend the use of Service by the User, cancel its account or take other measures without notifying the User in advance. HMC is not responsible for any loss or damages to the User caused by the above measures taken by HMC.

#### **Chapter 16 Other disclaimers**

- 1. HMC will not be liable for any losses or expected losses suffered as a result of Users being unable to use the Service for whatever reason.
- 2. HMC disclaims all liability for performing administrative procedures based on the registration information provided by Users.
- 3. Under any circumstances, whether any form of actions exists under law, HMC will not be liable for any damages, losses, or disadvantages arising out of the use of Service.
- 4. In the event that a User causes damage to other Users or third parties as a result of the User using the Service, the User shall be responsible and resolve issues at their own expense. HMC will not be liable for any damages including criminal penalties imposed on the User.
- 5. Users bear the costs of electronic and communication equipment and their installment fees, telephone, internet and other communication service fees and registration fees incurred in order to use the Service.
- 6. HMC will not be liable for any damages, losses, or disadvantages suffered by Users due to the price differences among sales outlets.

#### **Chapter 17 Governing law**

Establishment, validity, execution, and construing of this Agreement is governed by Japanese laws.

#### **Chapter 18 Jurisdiction**

- 1. In the event that any dispute arises between Users and HMC in connection with the Service, Users and HMC will resolve such dispute through discussion in good faith.
- 2. If the dispute is not resolved through discussion, the parties will submit to the exclusive and agreed jurisdiction of the Tsu District Court for the first instance.

#### **Supplementary provisions**

- February 1, 2017, issued and established
- March 1, 2022, revised
- November 1, 2023, revised
- March 1, 2024, - revised
- January 8, 2025, - revised
- April 10, 2026 - revised
- End of the document.

#### **Individual Terms and Conditions: Tickets**

**Chapter 1 Electronic Tickets**

- 1. HMC may issue 2D barcodes as tickets for racing events to ticket buyers. Ticket products sold in 2D barcode form are called Electronic Tickets.
- 2. Electronic Tickets are sold to Users at the My Ticket page of the website provided by HMC.
- 3. Users shall handle the Electronic Tickets in accordance with the manner specified by HMC. HMC is not responsible for any trouble caused by the unauthorized handling of tickets.
- 4. Electronic Tickets can be distributed by Users to other Users if the former deems it necessary.
- 5. In the event that Electronic Tickets become invalid due to a User's operational error, communication system failures, or for any other cause, HMC is not responsible for the invalidation.

**Chapter 2 Reissuing of tickets**

- 1. For any reason (stolen, lost, damaged, etc.) or under any circumstances, tickets and Electronic Tickets (hereinafter Ticket Products) will not be reissued.

**Chapter 3 Exchange, change, cancel, return, and cooling-off of Ticket Products**

- 1. Ticket Products purchased by Customers who purchased them by using the Service are not subject to exchange, change, cancel or return regardless of the reason, except in the cases any addition/change is made on the Service's function and also the cases stipulated in Chapter 7.
- 2. HMC is not responsible for wrong purchases made as a result of Users' operating errors or double purchases made due to communication system failures. There will be no refunds.
- 3. Cooling-off does not apply to Ticket Products sold by HMC.

**Chapter 4 Limitation, termination, and resumption of sales**

- 1. In the event that HMC deems it is necessary, HMC has the right to limit the number of Ticket Products for sale and/or length of sales period.
- 2. Regardless of the scheduled sales period, sales of each Ticket Product ends when the sold number of each product reaches the planned sales number. However, the sales may resume when additional seats/areas become available. Users understand in advance that (i) seating availability constantly changes especially when many Users access the Service simultaneously such as the first day of sales, (ii) better seats may become available later but HMC will not exchange them with sold Ticket Products.

**Chapter 5 Prohibition of resale**

- 1. Users are prohibited from the reselling of Ticket Products through any method other than HMC's official resale service, or to refer unauthorized resale to third parties. Auctioning or posting Ticket Products at internet auction sites are also prohibited.
- 2. Without obtaining HMC's written consent in advance, selling tickets that were bought at the Service, or selling tickets without following the HMC's resale service conditions are prohibited. In any case selling and buying for the purpose of monetary gain is prohibited (excluding transactions to which HMC has given consent).
- 3. In the event that a ticket holder violates the above clause, HMC, by its own discretion, has the right to invalidate the ticket. HMC also has the right to refuse an offender from entering the premise, or to demand they vacate the premise.
- 4. HMC is not responsible of any trouble arising from the purchase of tickets from ticket shops that are not authorized by HMC, ticket purchasing agencies, individual sellers, or scalpers.
- 5. If there is any suspicion of unauthorized use of tickets, HMC may conduct an identity verification of the ticket holder.



## Chapter 6 Refusal of sales

Under the following circumstances HMC has the right to refuse the selling of tickets.

- 1. Users provided false information or failed to provide necessary information required by HMC.
- 2. Users' actions cause third parties trouble or obstructed the smooth operation of HMC's sales activities.
- 3. Users place orders multiple times and HMC come to the conclusion that the Users have no intention of purchasing tickets.
- 4. Users did not complete necessary procedures within a prescribed time.
- 5. Users did not follow the purchase procedures set out by HMC.

## Chapter 7 Refund of Ticket Product payments

- 1. Refunds are issued only when a racing event organized by HMC did not take place.
- 2. The event will be considered established in case the race has fulfilled a certain condition based on the regulation of the race. The refunds will be made only in the case the event was not established. The organizer makes a decision in regard to the establishment of the race because the conditions for the establishment of a race is varied each race series. However, in regard to one-day advanced tickets and the tickets sold on the day of the event, when the main event of the day started (The circuit decides which is the main event.), the event is considered established. Refunds will be issued only when the main race event has become unestablished. In case the event has not established on another day's other than the main race day, refunds will not be issued.

### The conditions for the establishment of a race

- 3. Refunds are issued only for Ticket Products bought for a fee at ticket sales outlets authorized by HMC. Refunds are paid during the period, place, and method set out by HMC. Refunds are not issued if the Ticket Products are too damaged or too dirty and illegible or if the User does not have any Ticket Products.
- 4. Only the price of the ticket will be refunded. Payment fees, ticket issuing fees, shipping fees are not refundable (shipping fees will be refunded if the tickets are not yet shipped). No compensation is paid for accommodation, transport, communication, and other costs.
- 5. Conditions for the refund for Ticket Products that include food, drinks and products, and tickets for specific dates other than the final race day are set out separately.

### Supplementary provisions:

- February 1, 2017 - issued and established
- June 5, 2017 – revised
- April 9, 2020 – revised
- May 10, 2023 – revised
- August 31, 2023 - revised
- November 1, 2023 - revised
- March 1, 2024, - revised

## Individual Terms and Conditions: Official Resale Service

### Chapter 1 Outline of the Official Resale Service

- 1. The purpose of the Official Resale Service (hereinafter, Resale Service) is to match-up buyers and sellers for resale Ticket Products and mediate the transfer of sold tickets.

**Chapter 2 Use of Resale Service**

- 1. The Resale Service only handles Electronic Tickets sold and specified by HMC.
- 2. Only Ticket Members who have a financial institution account in Japan and residents of Japan may sell through Resale Service. Only Ticket Members may buy through Resale Service.

**Chapter 3 Completion of resale**

- 1. Ticket Members may buy and resell Electronic Tickets by following these Individual Terms and Conditions.
- 2. Resale ticket buyers apply to buy Electronic Tickets that are listed for sale at the Resale Service. Resale transactions between buyers and sellers are considered completed when electronic payments are completed.
- 3. HMC does not guarantee sales or purchase.
- 4. HMC notify users of their status of purchase requests and transactions in the resale request history pages and My Ticket pages of the website. Resale buyers and sellers are obligated to check the above pages without delay. HMC is not responsible for any loss (including failing to complete resale transactions) incurred as a result of failing to check their status.
- 5. There are cases in which HMC deems tickets posted for sale are ineligible for resale. If this is the case HMC will terminate the resale transaction of these tickets. In the event that tickets are deemed ineligible for resale after the completion of resale, HMC may cancel the transaction.

**Chapter 4 Resale Service user fee and payment**

- 1. Customers who make reselling of the ticket are required to pay the prescribed handling fee to HMC.
- 2. Customers who purchase resale ticket are required to pay the resale ticket price to HMC.
- 3. HMC will hold the resale ticket payments up until the concerned racing event takes place. Immediately after the event takes place, HMC will send the sales proceeds minus the prescribed fees to the sellers.
- 4. Depending on the racing event, the amount of fees may vary or there may be additional fees for this service.
- 5. Resale sellers grant HMC the monopolistic and exclusive right to receive the ticket sales payments and to sub-grant this right to HMC's subcontractor.
- 6. As soon as resale ticket buyers pay HMC the price of tickets and fees, resale ticket buyers are no longer obligated to make payment to resale sellers. Resale sellers will receive payments solely from HMC.

**Chapter 5 Cancellation and changing of resale transaction**

- 1. Regardless of the reason, neither resale sellers nor buyers are permitted to exchange tickets, change or cancel transactions after their transactions are completed.

**Chapter 6 Refunds of resale tickets**

1. In the event that refunds for Ticket Products are to be paid due to changes in an event program or cancellation of events, the completed resale transactions will be automatically cancelled and HMC will pay refunds as below.

- (1) The ticket prices that are already paid to HMC will be refunded to the resale buyers. Fees related to the purchase are not refundable.
- (2) HMC will instigate the procedure of returning resold tickets from resale buyers to resale sellers.



## Chapter 7 Disclaimers

- 1. HMC will not be liable for any disputes about ticket sales/purchases between resale sellers and buyers. Any dispute shall be resolved between sellers and buyers.
- 2. HMC is not obligated to disclose information of resale sellers to resale buyers and vice versa.
- 3. HMC does not guarantee the completeness or accuracy of information provided by sellers and buyers (including information regarding tickets provided by resale sellers).
- 4. HMC has the right to unilaterally cancel the accounts of Ticket Members who violate the terms and conditions of this Agreement and terminate their use of this service (including the termination of ticket resale). HMC will not be liable for any loss incurred as a result of this cancellation and termination.

## Supplementary provisions:

- November 1, 2023 - issued and established
- January 8, 2025, - revised