



## Terms & Conditions For Use of Face Express

This document sets forth the terms and conditions governing the use of Face Express (hereinafter referred to as "The Service") which confirms passenger identities and boarding pass validity for departure procedures (including access to airline lounges) provided to airline users by Tokyo International Air Terminal Corporation (hereinafter referred to as "The Company").

### Article 1. Agreement to the Terms and Conditions

1. In utilizing The Service, users (hereinafter referred to as "Users") must agree to these terms and conditions and the utilization of Users' personal information as set forth herein (refer to Article 4 below).
2. Users under the age of 13 years of age must have a statutory agent (parent or guardian) agree to the terms and conditions on their behalf.

### Article 2. Description of The Service

The Service uses facial recognition in verifying User identities and boarding passes with User Data acquired in advance by the Company (defined below in Article 4-2) when an airline participant in The Service as shown in Appendix 1 operating the flight that the User is scheduled to board (hereinafter referred to as the "Carrier") carries out the boarding procedures using the User's passport and boarding pass information for identity and boarding pass verification. This eliminates the need for the User to present their passport and boarding pass during subsequent procedures to successful facial recognition.

### Article 3. Terms & Conditions For Use of The Service

1. The User may utilize The Service only when holding a valid boarding pass for a flight operated by a Carrier which is a designated participant in The Service at automatic check-in kiosks (including Face Express registration kiosks, bag drops, gates to passenger screening checkpoints, automatic boarding gates and other devices compatible with The Service (please refer to Appendix 2 for gates that are equipped with automatic boarding gates). However, The Service may not be used in any of the following circumstances:
  - (1) The passenger is an infant;
  - (2) The assistance of a third party is required to operate The Service terminals and to pass through a gate;
  - (3) The User's data has already been registered for a different flight on a single business day at Haneda Airport;
  - (4) The passenger is not in possession of a valid IC passport;
  - (5) Facial recognition is not possible because the individual is wearing a mask, sunglasses or other accessory;
  - (6) The Carrier does not meet the criteria for use of procedures at the airport;
  - (7) Any other circumstance where use of The Service is deemed unsuitable by the Company or the Carrier.

2. When utilizing The Service, the User shall not commit or appear likely to commit any of the following acts:
  - (1) Acts that violate the law, public order and standards of decency;
  - (2) Acts that infringe upon the property rights, intellectual property rights, reputation, right of privacy, or any other legal or contractual rights or interests of the Company, the Carrier, other Users or third parties;
  - (3) Act that infringe upon or interfere with the operation of The Service or its utilization by other Users;
  - (4) Any other act deemed inappropriate by the Company or the Carrier.
3. The User understands and agrees that The Service may not function normally under the following circumstances:
  - (1) The User is less than 135cm in height;
  - (2) The User is more than 191cm in height;
  - (3) The User is less than 13 years of age;
  - (4) Where any other circumstance exists that may hinder the function of The Service.

#### **Article 4. Handling of Personal Information by The Service**

1. In utilizing The Service, the User shall complete the data registration procedures on The Service equipment.
2. In operating The Service, the Company shall process the following personal information (hereinafter referred to as "User Data"): Furthermore, the Company shall delete User Data within 24 hours.
  - (1) Personal information on boarding passes (name, departure point, destination, flight number, etc.);
  - (2) Personal information on passports (name, data of birth, sex, nationality, passport number, country of issue, photograph);
  - (3) Personal information (facial image) scanned by the facial recognition system (cameras) in The Service;
  - (4) Identification information and boarding pass verification information as shown above and all other information necessary for providing and operating The Service.
3. The Company shall utilize User Data only to the extent necessary for achieving the following purposes and shall not utilize it for any other purpose:
  - (1) To provide and operate The Service (identification and boarding pass verification services in the course of boarding procedures);
  - (2) To comply with any other laws and regulations.
4. The Company shall acquire User Data from the Carrier for the purpose of providing and operating The Service ① after said User Data has been acquired from the User or ② with the consent of the User.
5. The Company shall provide User Data to the Carrier for the purpose of providing and operating The Service with the consent of the User. Should the User be under 13 years of age, the consent of a statutory agent (parent or guardian) must be given for that User Data to be provided to this and the preceding Paragraph.
6. The Company shall comply with the Act on the Protection of Personal Information and all other relevant, laws, regulations and guidelines, etc. and shall take organizational, personnel and physical safety management measures as well as technical safety measures to ensure the safe management of User Data.

## **Article 5. Interruption or Changes To the Provision of The Service**

1. The Company may suspend or discontinue The Service without prior notice to the User for any of the following reasons:
  - (1) For repair or maintenance of essential equipment, systems etc. to The Service;
  - (2) If providing The Service is not possible due to natural disaster or other force majeure;
  - (3) If providing The Service is not possible due to laws, regulations or measures based on said laws and regulations;
  - (4) If the Company deems it necessary to suspend or discontinue The Service for any other reason.
2. The Company may change all or part of the contents of The Service without prior notice to the User.
3. The Company shall not be liable for any damages incurred by the User due to suspension, etc. of The Service or changes in its content of The Service as a result of the preceding two paragraphs.

## **Article 6. Non Warranty**

The Company does not warrant, expressly or implicitly, that The Service will enable the timely and appropriate verification of the User's identification and boarding pass, or that The Service is free from any other factual or legal defects (including defects, errors or bugs related to safety, reliability, accuracy, completeness, effectiveness or fitness for a particular purpose, or infringement of third party rights).

## **Article 7. Immunity**

1. The Company shall not be liable under any circumstances for any damages arising out of or in connection with the failure to board a scheduled flight or any other special damages (including foreseeable damages), lost profits, indirect damages, incidental damages, consequential damages or punitive damages, regardless of the cause of claim, including, but not limited to, default, legal liability, unjust enrichment, tort or otherwise. However, this excludes cases where the Company is intentionally or grossly negligent.
2. Regardless of the cause of claim, such as default, legal liability, unjust enrichment, tort, etc., the total amount of damages owed by the Company to the User shall be limited to 1,000 yen per use of The Service. However, this excludes cases where the Company is intentionally or grossly negligent.

## **Article 8. Modifications to the Terms and Conditions**

The Company reserves the right to modify these terms and conditions as it deems necessary. After modification, these terms and conditions shall be posted at the appropriate location on the website operated by the Company and shall become effective with seven days.

## **Article 9. Governing Law and Jurisdiction**

1. These terms and conditions shall be written in Japanese and shall be governed by and construed in accordance with the laws of Japan.
2. Any dispute between the User and the Company arising out of or in connection with The Service shall be subject to the exclusive jurisdiction of the Tokyo District Court or the Tokyo Summary Court as the court of first instance, depending on the amount of the suit.

## Article 10. Contact for Inquiries

Any questions or concerns about these Terms of Use, The Service, or the handling of User Data, should be directed to the following contact point. Please note that depending on the nature of the inquiry or consultation, it may take some time to respond.

**Contact for inquiries: (24 hours a day, 365 days a year)**

1. Haneda Airport Terminal Information (Telephone)

Tel: 03-5757-8111

2. Haneda Airport Terminal Website (Inquiry Form)

URL: <https://tokyo-haneda.com/en/contact/index.html>

<https://tokyo-haneda.com/en/contact/index.htm>

3. International Information Counter (Staffed)

End

In effect from 1<sup>st</sup> Nov. 2021

## Appendix 1. Carriers Participating in The Service

- Japan Airlines
- All Nippon Airways
- Delta Air Lines

## Appendix 2. Service Compatible Boarding Gates

	Compatible Boarding Gates (Gate Nos.)
Terminal 2	67, 67A & B, 68 to 73 and Bus Gates 700 to 702
Terminal 3	105, 106A & B, 107A & B, 108A & B, 109 to 114, 140 to 149 and Bus Gates 131-137