

Sendai City Community Cycle Service  
Use of Service Agreement

**Chapter 1 General Provisions**

Article 1. Definitions

The terms used in this Agreement will have the following meaning:

Operation panel	Control device that locks and unlocks a bicycle
Bicycle sharing system	System for renting bicycles to members through the removal of the bicycles from and the return of the bicycles to cycle ports during operating hours
Bicycle	Bicycle provided by DOCOMO BIKESHARE, INC. for members to use
Cycle port	A set of bicycle docks used for the rental,return,and storage of bicycles
Individual member	A physical person that enters into a member agreement with NTT DOCOMO,INC.regarding the bicycle sharing system in accordance with Article 3 to use the bicycle sharing system.
Corporate member	A party that enters into a member agreement with NTT DOCOMO,INC.regarding the bicycle sharing system in accordance with Article 3,which has corporate status under the law including but not limited to for-profit and nonprofit corporations,and public corporations.
Member	General term for individual and corporate members
Specified corporate users	Individual permitted by a corporate member to use the bicycle sharing system
User	General term for individual members and specified corporate users
Authentication card	Generic name of dedicated IC card or IC card for transportation prescribed by NTT DOCOMO or Osaifu-Keitai prescribed by NTT DOCOMO registered in the system,required for confirming a member's identity and for locking and unlocking bicycles.
Osaifu-Keitai	Mobile telephone with an embedded Osaifu-Keitai IC chip
Management Office	Center that maintains and manages bicycles and cycle ports and deals with members

Article 2. Application of Agreement

1. DOCOMO BIKESHARE, INC. (hereinafter, "DOCOMO BIKESHARE") will enter into an agreement (hereinafter, "Member Agreement") with individuals and corporate entities which wish to join the bicycle sharing system set forth in this Agreement in relation to Sendai City Community Cycle Service (hereinafter, "Cycle-Sharing") operated by DOCOMO BIKESHARE, and will provide a bicycle rental service for the individual members and specified corporate users during the membership period. Matters not established in this Agreement will be determined by law and general customary practices.
2. DOCOMO BIKESHARE may prepare a user manual. In such case, the user manual will be given priority if any discrepancies should arise between this Agreement and the user manual.
3. This Agreement shall apply to all members and specified corporate users. Corporate members shall require specified corporate users to comply with contents of this Agreement and shall assume joint responsibility for all

conduct of specified corporate users in relation to use of the bicycle sharing system, including violation of this Agreement by a specified corporate user.

## Chapter 2 Member Agreement

### Article 3. Conclusion of Membership Agreement

1. After first agreeing to the terms and conditions of this Agreement, individuals who wish to join the bicycle sharing system will apply for a Member Agreement according to the method specified by DOCOMO BIKESHARE. An applicant who is a minor must obtain the consent of a parent or guardian before applying.
2. After first agreeing to the terms and conditions of this Agreement, a corporate entity which wishes to join the bicycle sharing system will apply for a Member Agreement according to the method specified by DOCOMO BIKESHARE and will provide information concerning its specified corporate users by attaching it to the application.
3. A Member Agreement will be established when DOCOMO BIKESHARE approves the application of the individual who wishes to join the bicycle sharing system as stated in the Paragraph 1 and 2 above.
4. When any one of the following applies to an applicant (including a specified corporate user when the applicant is a corporate entity), DOCOMO BIKESHARE may refuse to enter into a Member Agreement with an applicant.
  - (1) The individual is less than 145 cm tall.
  - (2) The individual is a person DOCOMO BIKESHARE believes will have physical difficulty riding the bicycles provided by DOCOMO BIKESHARE under the bicycle sharing system.
  - (3) The individual has been delinquent in the payment of past rental charges.
  - (4) The individual is believed to be a member of a gang, have an affiliation with a gang, or belong to an antisocial force.
  - (5) The individual is under 13 years of age and refuses to wear a helmet.
  - (6) The individual does not agree to the terms and conditions of this Agreement.
  - (7) In addition to the above, any other individual DOCOMO BIKESHARE believes to be unsuitable
5. Persons who may use the bicycles will be limited to individual members and specified corporate users.

### Article 4. Conditions of Use

1. The member will select an agreement type and method of payment offered by DOCOMO BIKESHARE in the Member Agreement.
2. The member or specified corporate user will pay the charges established in Chapter 5 in accordance with the selected agreement type and method of payment as stated in the preceding Paragraph.

### Article 5. Change in Recorded Information

1. If there is a change in a member's personal information, agreement type or method of payment selected by the user, etc. indicated by the member to DOCOMO BIKESHARE at the time of application for a Member Agreement, the member will immediately inform DOCOMO BIKESHARE of the details and obtain DOCOMO BIKESHARE's approval.
2. DOCOMO BIKESHARE may refuse to approve a change stated in the preceding Paragraph or may cancel the Member Agreement if DOCOMO BIKESHARE

deems that the nature of the said change notified in accordance with the preceding Paragraph will pose a problem in DOCOMO BIKESHARE's delivery of services.

#### Article 6. Cancellation of Membership Agreement

When any one of the following applies to a member or a specified corporate user, DOCOMO BIKESHARE may without giving notice or warning temporarily suspend the member's use of the service or may cancel the Member Agreement.

- (1) When the member has violated this Agreement or other agreement established between DOCOMO BIKESHARE and the member.
- (2) When the member or specified corporate user has caused a traffic accident during use of a bicycle.
- (3) When the member or specified corporate user is delinquent in payment of the charges stated in Chapter 5 or the payment of any other charges under this Agreement even once.
- (4) When Article 3-4 applies to the member or specified corporate user.
- (5) In addition to any of the above circumstances, when DOCOMO BIKESHARE is unable to make contact with the member, when the member has provided false information when joining the bicycle sharing system, or when for any other reason DOCOMO BIKESHARE deems the member's continuation of use of the bicycle sharing system is inappropriate.

#### Article 7. Cancellation of this service

1. DOCOMO BIKESHARE may unilaterally cancel this service when DOCOMO BIKESHARE deems its continuation to be difficult due to the inability to provide bicycles or the bicycle sharing system in whole or in part, or due to any other reason.
2. In the event of the preceding Paragraph, DOCOMO BIKESHARE will give notice to members and will terminate the Member Agreements. Members will not be required to pay basic fees from the day the Member Agreements are canceled.

#### Article 8. Midterm Cancellation

A member may cancel the Member Agreement upon receiving the approval of DOCOMO BIKESHARE. In such case, the member will pay the basic fees up until the day of cancellation of the Member Agreement.

#### Article 9. Effective Period of Member Agreement

The Member Agreement will be valid from the date of the conclusion of the Member Agreement until the end of this service (including a successor service equivalent to this service). However, if an effective period of a Member Agreement based on an applicable agreement type is established, that effective period shall prevail.

#### Article 10. Period of Implementation of this service

DOCOMO BIKESHARE will make public on the website prescribed by DOCOMO BIKESHARE the duration of the period it intends to conduct this service. DOCOMO BIKESHARE may without prior notice amend the said duration due to weather or other reason that may affect operation.

#### Article 11. Temporary Suspension and Recommencement

If DOCOMO BIKESHARE deems it difficult to provide a safe service due to a natural phenomenon, local event or other reason, DOCOMO BIKESHARE may

temporarily suspend the service in whole or in part upon notifying members according to a method DOCOMO BIKESHARE considers appropriate including but not limited to the website prescribed by DOCOMO BIKESHARE. DOCOMO BIKESHARE will do the same when it recommences the service after the reason for suspension ceases to exist. DOCOMO BIKESHARE will not refund charges relating to the period of suspension of the service.

#### Article 12. ID and Password Management

1. Members and specified corporate users will appropriately manage at their own responsibility the ID and password provided by DOCOMO BIKESHARE at the time the Member Agreement is concluded and the unlocking passcode at the time of rental of the bicycle, and will not disclose or reveal these to a third party or allow use thereof by a third party.
2. DOCOMO BIKESHARE will accept no responsibility in the management of an ID, password, or unlocking passcode except when due to an event attributable to DOCOMO BIKESHARE. Any use of an ID, password or unlocking passcode or any other such conduct by a third party will be deemed to be use of the aforementioned by the member or specified corporate user in question.
3. A member or a specified corporate user will immediately notify DOCOMO BIKESHARE when his/her ID, password or unlocking passcode is stolen or used without authorization, or there is a likelihood thereof.

#### Article 13 Authentication Card

1. A user shall be able to use an authentication card instead of the unlocking passcode to undertake the bicycle rental procedure established in Article 15.
2. At such time the user will obtain at the user's expense an authentication card that can accommodate the functions necessary for registration and will arrange the environment necessary for use
3. The user will exercise due diligence in the management of the authentication card by using and storing it appropriately and the user will not allow a third party to access it..
4. DOCOMO BIKESHARE shall deem any and all use of a user's authentication card to be use by the said user.
5. If the authentication card is lost ,stolen,damaged or does not operate(hereafter,"loss,etc")  
the user will immediately report the matter to the Management Office
6. In the event of the preceding Paragraph,irrespective of whether the loss,etc.is attributable to the user,the user willbear costs required for the reissue and registration of the authentication card and will remit payment to DOCOMO BIKESHARE based on DOCOMO BIKESHARE's invoice according to the method selected in accordance with Article 4.

### Chapter 3 Rental Procedures and Return

#### Article 14. Reservation and Cancellation of Reservation, etc.

1. When a member or a specified corporate user intends to use a bicycle, the member or specified corporate user may apply to book in advance an individual rental agreement (hereafter, "individual agreement") for a bicycle according to the method prescribed by DOCOMO BIKESHARE by indicating the preferred bicycle and cycle port for receiving the bicycle. After taking into consideration other existing reservations, DOCOMO BIKESHARE will, insofar as possible, endeavor to arrange the reservation as requested.

2. If the member or specified corporate user fails to take procedures to pick up the bicycle as stated in Article 14-1, after the lapse of the period of use specified by DOCOMO BIKESHARE, the member or specified corporate user's reservation will be automatically canceled and the member or specified corporate user will agree to this.
3. If DOCOMO BIKESHARE is unable to provide a bicycle for rent according to the conditions booked by the member or specified corporate user, DOCOMO BIKESHARE may unconditionally cancel the said booking even after the booking has been established.
4. Neither a member nor a specified corporate user may make any claim against DOCOMO BIKESHARE regarding a booking that has been canceled in accordance with Paragraph 2 or 3 above.

#### Article 15. Procedures for Rental of a Bicycle

1. As the procedure for the rental of a bicycle, the user who intends to use a bicycle will unlock a bicycle according to DOCOMO BIKESHARE's prescribed method at a cycle port where available bicycles are stored, and the procedure shall be completed with DOCOMO BIKESHARE's provision of the given bike for rent to the prescribed user (hereafter "rental procedure"). With the completion of this procedure, an individual agreement will be established.
2. On occasion DOCOMO BIKESHARE may not be able to provide bicycle for rent due to a problem in the bicycle sharing system or the lack of availability of bicycle in the cycle ports.
3. A member or specified corporate user shall not make any claim (including any claim for reimbursement of basic fees or compensation, etc. for charges for the use of an alternative means of transportation, etc.) against DOCOMO BIKESHARE in regard to his/her inability to use a bicycle due to a reason stated in the preceding Paragraph.

#### Article 16. Procedure for Returning a Bicycle

1. The procedure for the return of a bicycle is completed when the member or the specified corporate user himself/herself manually locks the bicycle and gives notification of its return using the operation panel by the method specified by DOCOMO BIKESHARE (hereafter, this procedure will be referred to as the "storing procedure"). With the completion of this procedure, the individual agreement will terminate.
2. Before returning the bicycle, the member or the specified corporate user will check to make sure he/she has not left behind any belongings on the bicycle. DOCOMO BIKESHARE will assume no responsibility for belongings, etc. left behind by a member or a specified corporate user.
3. When a member or a specified corporate user is unable to proceed with the storing procedure stated in Paragraph 1 due to the lack of availability of a cycle port where the bicycle can be stored, the member or specified corporate user will undertake the storing of the bicycle by moving it to a separate cycle port where storing is possible.
4. When there is an emergency and the member or specified corporate user is unable to transfer the bicycle to a separate cycle port, the member or specified corporate user will contact the Management Office and follow the instructions of that office.
5. If a member or a specified corporate user fails to contact the Management Office as stated in the preceding Paragraph, or if the member or specified corporate user fails to follow instructions given by the Management Office and leaves the bicycle outside the cycle port, the bicycle storing procedure will be

considered incomplete.

#### Article 17. Cancellation of Individual Agreement

1. When any one of the following applies, DOCOMO BIKESHARE may cancel the individual agreement and may demand that the member or specified corporate user return the bicycle.
  - (1) When the rental of the bicycle cannot be continued during the rental period due to the inoperability of the bicycle or a problem in the bicycle sharing system, or other reason
  - (2) When there has been a breach of contract in this Agreement, an individual agreement or other agreement between DOCOMO BIKESHARE and the member or specified corporate user during the rental period.

### Chapter 4 Procedures for Bicycle Accidents, Etc.

#### Article 18. Procedures When There is An Accident

1. If an accident involving the bicycle occurs during the rental period of a bicycle, the member or the specified corporate user will take appropriate measures under the law and will deal with the matter as follows, irrespective of the scale of the said accident:
  - (1) Immediately contact the jurisdictional police and the Management Office regarding details of the accident
  - (2) Immediately submit documentation and/or evidence concerning the accident required by DOCOMO BIKESHARE and the insurance company DOCOMO BIKESHARE specifies
  - (3) Obtain DOCOMO BIKESHARE's approval before entering into a settlement or agreement with a third party regarding the said accident
2. In addition to procedures stated in the preceding Paragraph, the member or the specified corporate user will make every effort to settle and resolve any accident at the member's own responsibility and expense.

#### Article 19. Procedures for Accident and Theft, etc.

1. When a member or a specified corporate user discovers a fault or a malfunction in the bicycle or the cycle port during the rental period, the member or specified corporate user will immediately cease the use of the bicycle and will contact the Management Office and follow the instructions of that office.
2. When a member or a specified corporate user discovers that the bicycle has been stolen during the rental period, the member or specified corporate user will immediately contact both the jurisdictional police and the Management Office regarding the circumstances of the theft and will follow instructions of that office. The member or specified corporate user will also pay an amount specified by DOCOMO BIKESHARE as the amount of the personal liability for the theft of the bicycle.

#### Article 20. Procedures When a Battery Goes Flat

If the battery of a bicycle goes flat or is likely to go flat during the rental period of the bicycle, the individual member or specified corporate user will immediately contact the Management Office concerning the state of the battery and will then return the bicycle to the nearest cycle port and take other necessary procedures according to the instructions of the Management Office.

## Article 21. Compensation

1. Under an established individual agreement, DOCOMO BIKESHARE will provide various types of casualty insurance coverage according to conditions stated below for the period the member rents a bicycle, and will provide compensation to the limit stated below for liability in damages for which the member is liable as stated in Article 34.
  - (1) Death and residual disability: 10 million yen, hospital cover per day/ inpatient: 5,000 yen, per day/ outpatient: 2,500 yen.  
However, hospitalization for an inpatient is covered for no more than 180 days from the date of the accident, and for an outpatient no more than 90 days altogether no later than 180 days from the date of the accident.  
\*The indemnity period applies only to while the member is riding a bicycle. Compensation covers damages due to sudden or random external accidents not attributable to the member.
  - (2) Indemnity liability: 100 million yen per person, 500 million yen per accident, 50 million yen for property. The indemnity period applies only to while the member or specified corporate user is riding a bicycle. Compensation covers legal indemnity liability for physical injury or damage to property to a third party resulting from the use of a bicycle by a member or a specified corporate user.
2. The member will be liable for damages that exceed compensation limits stated in the preceding Paragraph.
3. The member will accept without objection the possibility that the member may not receive compensation through casualty insurance or DOCOMO BIKESHARE's compensation system due to any loss arising from an accident not reported to the police or the Management Office, or due to a mishap arising from the member's breach of this Agreement.
4. In addition to provisions stated in Paragraph 3 above, in some cases compensation as stated in Paragraph 1 above may not apply due to insurance terms and conditions, etc., when disclaimers (when insurance payment is not made) apply to terms and conditions of various types of casualty insurance.
5. The information provided on the various types of insurance presented in this Article is merely a general overview of the said types of insurance. Members should address all inquiries concerning details of insurance terms and conditions and procedures for making an insurance claim to the following call center:

### Call Center

Minato Sharing Bicycle Management Office

Telephone: 0120-01-3196 (toll-free number, 24-hours a day)

## Chapter 5 Charges

### Article 22. Charges

1. The charges members and specified corporate users will pay to DOCOMO for the use of the bicycles will be the registration fees, basic fees, extra charges and other applicable charges.
2. DOCOMO BIKESHARE will clearly indicate the respective amounts of the charges and the bases of their calculation by making details public on the website specified by DOCOMO BIKESHARE. When DOCOMO BIKESHARE intends to amend the charges stated above, DOCOMO BIKESHARE will do so by announcing the amended charges on the website prescribed by

DOCOMO BIKESHARE one (1) week before they become effective.

#### Article 23. Basic Fees

The basic fees are the basic charges a member pays based on the type of agreement the member chooses as stated in Article 4-1, or the type of agreement amended as stated in Article 5-1, and correspond to the period of time services are received as stated in the agreement type, such as month, day or hours, etc.

#### Article 24 Extra Charges

1. Extra charges are the charges a member or a specified corporate user pays when an individual user or specified corporate user uses his/her own authentication card to rent a bicycle and uses the bicycle beyond the initial hours of use stipulated in each bicycle agreement type.
2. Extra charges are charged for the period subject to extra charges, which will be from the time the initial hours of use stated in the preceding Paragraph lapse until completion of the return of the bicycle including the storing procedure stated in Article 16.

#### Article 25. Other Charge

Other charges in addition to agreement handling charges, basic fees and extra charges will be charges paid for paid services DOCOMO BIKESHARE announces and the member or specified corporate user elects to subscribe to.

#### Article 26. Payment of Charges

1. A member or a specified corporate user will pay to DOCOMO BIKESHARE the total amount of charges relating to the month in which services were provided by DOCOMO BIKESHARE by the payment due date specified by DOCOMO BIKESHARE in the following month by the method the member selected in accordance with Article 4-1 or amended in accordance with Article 5-1.
2. If DOCOMO BIKESHARE is unable to receive payment from a member or a specified corporate user according to the method stated in the preceding Paragraph, DOCOMO BIKESHARE may seek to receive payment by another method of settlement established by DOCOMO BIKESHARE.

### Chapter 6 Liability

#### Article 27. Periodic Checks and Servicing

DOCOMO BIKESHARE will undertake periodic checks and servicing of the bicycles and cycle ports according to standards established by DOCOMO BIKESHARE.

#### Article 28. Checking Prior to Use

1. To ensure that a bicycle is in order and can be safely ridden, each time a member or the specified corporate user rents a bicycle, the member or specified corporate user will make sure the brakes work, the handlebars turn, the air pressure in the tires is adequate, the bell rings, the operation panel works, and the battery is sufficiently charged.
2. When a member or a specified corporate user discovers that a bicycle is faulty, fixtures are missing or maintenance has been inadequate, the member will immediately report the matter to the Management Office and cease use of the bicycle.



3. If the member persists in the use of a bicycle without reporting an existing problem as stated in the preceding Paragraph, DOCOMO BIKESHARE will deem that there were no problems with the bicycle such as faults, missing fixtures or poor maintenance at the time the member received the bicycle.

#### Article 29. Duty of Care

1. The member or specified corporate user is responsible for exercising due care in the use and storage of bicycles.
2. The member's responsibility to exercise due care will begin when the delivery procedure is complete and will end when the storing procedure for the bicycle is complete in accordance with the individual agreement.

#### Article 30. Prohibited Activities

A member or a specified corporate user will not engage in any of the following activities while the member is renting a bicycle.

- (1) Allow another person other than the member or specified user to use the bicycle
- (2) Engage in dangerous behavior such as reckless driving or driving under the influence of alcohol
- (3) Use a bicycle without observing traffic rules
- (4) Use the bicycle in public parks, etc. where riding is forbidden, in hazardous places or where riding is inappropriate
- (5) Engage in activities that may obstruct the passage of pedestrians
- (6) Enhance or modify the structure or fittings of the bicycle
- (7) Park in an area where the parking of bicycles, etc. is prohibited under local regulations, park on private property without permission, or park in a place that may obstruct passage
- (8) Persist in riding the bicycle when it breaks down in the course of riding
- (9) Use the bicycle for various tests, competitions, or hauling or pushing objects
- (10) (In the case of a member or a specified corporate user less than 13 years old) Ride the bicycle without wearing a helmet.
- (11) Engage in any other activity that violates the law or regulations or public order

#### Article 31. Procedures for Unattended Bicycles

1. When a member or a specified corporate user has parked (hereafter, "abandoned") a bicycle in a place where parking is prohibited as stated in Sub-paragraph 7 of the preceding Article, the member or specified corporate user will be responsible for compensating DOCOMO BIKESHARE for any and all losses caused to DOCOMO BIKESHARE including various costs for the removal and storage, etc. of the abandoned bicycle, applicable usage fees until the return of the bicycle, and any other costs.
2. If the municipal government or police, etc. contact DOCOMO BIKESHARE regarding an abandoned bicycle as in the case of the preceding Paragraph, DOCOMO BIKESHARE will contact the member or specified corporate user and demand that the member or specified corporate user promptly transfer the bicycle to the place specified by DOCOMO BIKESHARE and as an offender the member or specified corporate user will comply with measures under the law.
3. When DOCOMO BIKESHARE has paid costs stated in Paragraph 1 for which the member or specified corporate user is liable, the member will promptly pay these to DOCOMO BIKESHARE.

#### Article 32. Obligation to Return Bicycles

A member or a specified corporate user will return a bicycle in the same state in which it was received when it was provided to the member for rental, excluding wear and tear through ordinary use. If the bicycle including fixtures is damaged, lost, or stolen in part or in whole due to a reason attributable to the member, the member or specified corporate user will be responsible for any and all expenses required to restore the bicycle to its original state including the repair or repurchase thereof.

#### Article 33. Procedures for Unreturned Bicycles

1. If a member or a specified corporate user fails to return a bicycle within the operating hours stipulated in the applicable agreement type or fails to comply with DOCOMO BIKESHARE's request to return a bicycle or is late in settling payment, or if DOCOMO BIKESHARE deems the member or specified corporate user has absconded with the bicycle when the said bicycle is not returned and the member's or specified corporate user's whereabouts are not known, DOCOMO BIKESHARE may cancel the Member Agreement and may take legal procedures including lodging a criminal complaint against the member or specified corporate user.
2. If circumstances stated in the preceding Paragraph apply to a member or a specified corporate user, the member or specified corporate user will be held responsible for applicable usage fees of the bicycle until its return, costs required to search for and recover the bicycle, and any other damages caused to DOCOMO BIKESHARE.
3. If due to a natural disaster or any other unavoidable occurrence the bicycle is not returned by the member or specified corporate user by the end of the cycle port operating hours, the member or specified corporate user will not be held responsible for any losses arising as a result. In such case, the member or specified corporate user will immediately contact the Management Office and follow the office's instructions accordingly.

#### Article 34. Indemnity Liability

In addition to provisions stated in this Agreement, if in the course of using a bicycle a member or a specified corporate user causes damages to a third party or to DOCOMO BIKESHARE, the member or specified corporate user will be responsible for compensation for such damages. However, this will not apply when the said damages are not attributable to the member or specified corporate user.

### Chapter 7 Exemption from Liability

#### Article 35. Exemption from Liability

A member or a specified corporate user may not for any reason seek compensation from DOCOMO BIKESHARE in excess of the amount DOCOMO BIKESHARE receives from the said member or specified corporate user as payment for use for a bicycle even when a member or a specified corporate user sustains damages from use of or inability to use the bicycle except in cases where such damages are a result of wilful intent or gross neglect on the part of DOCOMO BIKESHARE.

### Chapter 8 Personal Information

## Article 36. Use of Personal Information

1. DOCOMO BIKESHARE will use only within the scope of the purposes of use stated below the member's or specified corporate user's personal information it obtains from the application or Member Agreement under this agreement, amendments to a member's registered information, GPS information recorded on the bicycle concerning locations and routes traveled, or information collected when conducting other business.

### Purposes of use

- 1) For making appropriate decisions and responding appropriately to applications from members and when granting membership approval by DOCOMO BIKESHARE in DOCOMO BIKESHARE business matters
- 2) For making appropriate decisions and responding appropriately when making contact with members and confirming members' identity as required in the management of the bicycle sharing system in the management of DOCOMO BIKESHARE business matters
- 3) For invoicing charges related to the use of a bicycle
- 4) For the appropriate management at DOCOMO BIKESHARE of agreements with respect to agreements with members. For handling inquiries and for the appropriate management required by law even after the expiration of agreements.
- 5) For providing information about services, products events and campaigns handled by DOCOMO BIKESHARE
- 6) For undertaking various forms of management and analyses in the preparation of statistical data required in operations and management at DOCOMO BIKESHARE
- 7) For the collection of information through questionnaire surveys or interviews of members to verify results of social experiments conducted by a municipal government body or DOCOMO BIKESHARE, and analyses thereof

Furthermore, DOCOMO BIKESHARE itself may use personal information for research, marketing, and other business purposes of DOCOMO BIKESHARE, or may provide it to a third party after its conversion to statistical information or other form whereby specific individuals cannot be identified.

2. If DOCOMO BIKESHARE outsources the management of the Cycling Sharing System business to a third party (all administrative business including computer administration, settlement of payments, customer management, inquiries from customers and the handling of customers, etc.), and work related to the said business, DOCOMO BIKESHARE will entrust personal information obtained in accordance with Paragraph 1 to the said party after establishing procedures for the protection of personal information.
3. A member or a specified corporate user may ask DOCOMO BIKESHARE to disclose the personal information DOCOMO BIKESHARE holds regarding that member. If it comes to light that the personal information DOCOMO BIKESHARE holds is inaccurate or incorrect, DOCOMO BIKESHARE will amend or delete the said information accordingly. The following call centers will handle requests concerning the disclosure, correction and deletion, etc. of personal information, requests to cancel the use and provision of personal information, and opinions or other matters regarding the use of personal information.

## Chapter 9 Miscellaneous Provisions

### Article 37. Amendment of Agreement

If DOCOMO BIKESHARE revises this Agreement, it will give notification thereof by posting a notice on the website specified by DOCOMO BIKESHARE. DOCOMO BIKESHARE may amend an agreement without prior notification of members.

### Article 38. Notification of Members, etc.

DOCOMO BIKESHARE will send notices and communicate with members and specified corporate users via the mobile telephone email address members register in the Member Agreement. DOCOMO BIKESHARE will consider any notice or communication to have been effected at the time it forwards the said notice or communication via a member's or a specified corporate user's registered email address. Any disadvantage arising from failure of a notice or communication to reach a member or a specified corporate user will be borne by the member or specified corporate user.

### Article 39. Late Payment Penalty

When a member or a specified corporate user is delinquent in executing monetary obligations under this Agreement, the Member Agreement or an individual agreement, the member or a specified corporate user will pay late payment charges to DOCOMO BIKESHARE at an annual rate of 14.6% on a pro rata basis (calculated daily with one year being equal to 365 days).

### Article 40. Court of Jurisdiction

Both DOCOMO BIKESHARE and the member agree that the Tokyo District Court will be the exclusive court of jurisdiction in the first instance in any dispute concerning rights and obligations under this Agreement, a Member Agreement or an individual agreement.

## Attachment

Inquiries : Sendai City Community Cycle Management Office

Telephone: 0120-260-397 (from 7:00 a.m. to 10:00 p.m.)

Website : <http://docomo-cycle.jp/sendai/>