

## Koshu City Rental Bicycle Service

### Use of Service Agreement

When using a bicycle, please obey "five rules for safe bicycle usage".

1. In principle, bicycles must be used on the road, not on the sidewalk.
2. Ride on the left-hand side of the road. (Riding on the right-hand side of the road is prohibited)
3. Give way to pedestrians when riding on the sidewalk by riding slowly on the side closest to the road.
4. Obey safety rules.
  - Do not ride while under the influence of alcohol.
  - Only one rider per bicycle.
  - Do not ride in parallel.
  - Use a light at night.
  - Obey traffic signals. Stop at traffic signals. Look both ways.
5. Wearing helmet is recommended.  
(Helmets are a requirement for children 13 years or under)

## Chapter 1 General Provisions

### Article 1. Definitions

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

**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

**Member A party** which has entered into a Member Agreement with KOSHU CITY concerning the bicycle sharing system in accordance with Article 3.

**Bicycle:** Bicycle provided by KOSHU CITY. for members to use

**Cycle port:** A set of bicycle docks used for the rental, return, and storage of bicycles

**Operation panel:** Control device that locks and unlocks a bicycle

**Management Office:** Center that maintains and manages bicycles and cycle ports and deals with members

### Article 2. Application of Agreement

1. KOSHU CITY will enter into an agreement (hereinafter, "Member Agreement") with entities which wish to join the bicycle sharing system set forth in this Agreement in relation

to the Koshu City Rental Bicycle Service (hereinafter, "Rental Bicycle") operated by KOSHU CITY, and will provide a bicycle rental service for the individual members during the membership period. Matters not established in this Agreement will be determined by law and general customary practices.

2.KOSHU CITY 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.

## 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 KOSHU CITY. An applicant who is a minor must obtain the consent of a parent or guardian before applying.

2.A Member Agreement will be established when KOSHU CITY approves the application of the individual who wishes to join the bicycle sharing system as stated in the Paragraph 1 and 2 above.

3.When any one of the following applies to an applicant, KOSHU CITY 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 KOSHU CITY believes will have physical difficulty riding the bicycles provided by KOSHU CITY 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 does not agree to the terms and conditions of this Agreement.

(6)In addition to the above, any other individual KOSHU CITY believes to be unsuitable

5.Persons who may use the bicycles will be limited to members.

### Article 4. Conditions of Use

1.The member will select an agreement type and method of payment offered by KOSHU CITY in the Member Agreement.

2.The member 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 KOSHU CITY at the time of application for a Member Agreement, the member will immediately inform KOSHU CITY of the details and obtain KOSHU CITY's approval.

2.KOSHU CITY may refuse to approve a change stated in the preceding Paragraph or may cancel the Member Agreement if KOSHU CITY deems that the nature of the said change notified in accordance with the preceding Paragraph will pose a problem in KOSHU CITY's delivery of services.

#### Article 6. Cancellation of Membership Agreement

When any one of the following applies to a member, KOSHU CITY 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 KOSHU CITY and the member.

(2)When the member has caused a traffic accident during use of a bicycle.

(3)When the member 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.

(5)In addition to any of the above circumstances, when KOSHU CITY 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 KOSHU CITY deems the member's continuation of use of the bicycle sharing system is inappropriate.

#### Article 7. Cancellation of this service

1.KOSHU CITY may unilaterally cancel this service when KOSHU CITY 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, KOSHU CITY 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 KOSHU CITY. 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

KOSHU CITY will make public on the website prescribed by KOSHU CITY the duration of the period it intends to conduct this service. KOSHU CITY 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 KOSHU CITY deems it difficult to provide a safe service due to a natural phenomenon, local event or other reason, KOSHU CITY may temporarily suspend the service in whole or in part upon notifying members according to a method KOSHU CITY considers appropriate including but not limited to the website prescribed by KOSHU CITY. KOSHU CITY will do the same when it recommences the service after the reason for suspension ceases to exist. KOSHU CITY will not refund charges relating to the period of suspension of the service.

#### Article 12. ID and Password Management

1.Members will appropriately manage at their own responsibility the ID and password provided by KOSHU CITY 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.KOSHU CITY will accept no responsibility in the management of an ID, password, or unlocking passcode except when due to an event attributable to KOSHU CITY. 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 in question.

3.A member will immediately notify KOSHU CITY when his/her ID, password or unlocking passcode is stolen or used without authorization, or there is a likelihood thereof.

#### Chapter 3 Rental Procedures and Return

##### Article 13. Reservation and Cancellation of Reservation, etc.

1.When a member intends to use a bicycle, the member may apply to book in advance an individual rental agreement (hereafter, "individual agreement") for a bicycle according to the

method prescribed by KOSHU CITY by indicating the preferred bicycle and cycle port for receiving the bicycle. After taking into consideration other existing reservations, KOSHU CITY will, insofar as possible, endeavor to arrange the reservation as requested.

2.If the member 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 KOSHU CITY, the member reservation will be automatically canceled and the member will agree to this.

3.If KOSHU CITY is unable to provide a bicycle for rent according to the conditions booked by the member, KOSHU CITY may unconditionally cancel the said booking even after the booking has been established.

4.A member may not make any claim against KOSHU CITY regarding a booking that has been canceled in accordance with Paragraph 2 or 3 above.

#### Article 14. Procedures for Rental of a Bicycle

1.After establishing a reservation for a bicycle under an individual agreement, the member who is to use a bicycle will unlock the bicycle by operating the operation panel according to instructions prescribed by KOSHU CITY (hereafter, this procedure will be referred to as the “delivery procedure”). An individual agreement under which KOSHU CITY lends the member the bicycle is established upon completion of this procedure.

2.Due to reasons relating to the management of the bicycle sharing system or other reason, KOSHU CITY may decline to rent out a bicycle to a member.

3.A member may not make any claim against KOSHU CITY regarding its refusal to rent out a bicycle in accordance with the preceding Paragraph.

#### Article 15. Procedure for Returning a Bicycle

1.The procedure for the return of a bicycle is completed when the member himself/herself manually locks the bicycle and gives notification of its return using the operation panel by the method specified by KOSHU CITY (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 will check to make sure he/she has not left behind any belongings on the bicycle. KOSHU CITY will assume no responsibility for belongings, etc. left behind by a member.

3.When a member 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 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 is unable to transfer the bicycle to a separate cycle port, the member will contact the Management Office and follow the instructions of that office.

5. If a member fails to contact the Management Office as stated in the preceding Paragraph, or if the member 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 16. Cancellation of Individual Agreement

1. When any one of the following applies, KOSHU CITY may cancel the individual agreement and may demand that the member 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 KOSHU CITY and the member during the rental period.

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

##### Article 17. Procedures When There is An Accident

1. If an accident involving the bicycle occurs during the rental period of a bicycle, the member 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 KOSHU CITY and the insurance company KOSHU CITY specifies

(3) Obtain KOSHU CITY'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 will make every effort to settle and resolve any accident at the member's own responsibility and expense.

##### Article 18. Procedures for Accident and Theft, etc.

1. When a member discovers a fault or a malfunction in the bicycle or the cycle port during the rental period, the member 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 discovers that the bicycle has been stolen during the rental period, the member 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 will also pay an amount specified by KOSHU CITY as the amount of the personal liability for the theft of the bicycle.

#### Article 19. 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 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 20. Compensation

1. Under an established individual agreement, KOSHU CITY 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 32.

(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: maximum up to 200 million yen (combined with per person and property)

[rider benefits]

Litigation fee: maximum up to 10million yen.

Initial response cost: maximum up to 10million yen.

Injured party medical cost: maximum up to 500 thousand yen/person (Consolation cost, 30thousand yen).

The indemnity Article shall be subject only to accidents while the member or specified corporate user riding the 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 KOSHU CITY'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:

Enquiries

Tourism and Commerce Section

Telephone: 0553-32-2111

## Chapter 5 Charges

### Article 21. Charges

1.The charges members will pay to KOSHU CITY for the use of the bicycles will be the registration fees, basic fees, extra charges and other applicable charges.

2.KOSHU CITY will clearly indicate the respective amounts of the charges and the bases of their calculation by making details public on the website specified by KOSHU CITY. When KOSHU CITY intends to amend the charges stated above, KOSHU CITY will do so by announcing the amended charges on the website prescribed by KOSHU CITY one (1) week before they become effective.

### Article 22. 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 23 Extra Charges

1.Extra charges are the charges a member pays when a 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 15.

#### Article 24. Payment of Charges

1.A member will pay to KOSHU CITY the total amount of charges relating to the month in which services were provided by KOSHU CITY by the payment due date specified by KOSHU CITY 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 KOSHU CITY is unable to receive payment from a member according to the method stated in the preceding Paragraph, KOSHU CITY may seek to receive payment by another method of settlement established by KOSHU CITY.

#### Chapter 6 Liability

##### Article 25. Periodic Checks and Servicing

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

##### Article 26. Checking Prior to Use

1.To ensure that a bicycle is in order and can be safely ridden, each time a member rents a bicycle, the member 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 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, KOSHU CITY 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 27. Duty of Care

1.The member or specified coroprate 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 28. Prohibited Activities

A member 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)Engage in any other activity that violates the law or regulations or public order

#### Article 29. Procedures for Unattended Bicycles

1.When a member 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 will be responsible for compensating KOSHU CITY for any and all losses caused to Koshu City 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 KOSHU CITY regarding an abandoned bicycle as in the case of the preceding Paragraph, KOSHU CITY will contact the member or specified corporate user and demand that the member promptly transfer the bicycle to the place specified by KOSHU CITY and as an offender the member will comply with measures under the law.

3.When KOSHU CITY has paid costs stated in Paragraph 1 for which the member is liable, the member will promptly pay these to KOSHU CITY.

#### Article 30. Obligation to Return Bicycles

A member 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 will be responsible for any and all expenses required to restore the bicycle to its original state including the repair or repurchase thereof.

#### Article 31. Procedures for Unreturned Bicycles

1.If a member fails to return a bicycle within the operating hours stipulated in the applicable agreement type or fails to comply with KOSHU CITY's request to return a bicycle or is late in settling payment, or if KOSHU CITY deems the member has absconded with the bicycle when the said bicycle is not returned and the member's whereabouts are not known, KOSHU CITY may cancel the Member Agreement and may take legal procedures including lodging a criminal complaint against the member.

2.If circumstances stated in the preceding Paragraph apply to a member, the member 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 KOSHU CITY.

3.If due to a natural disaster or any other unavoidable occurrence the bicycle is not returned by the member by the end of the cycle port operating hours, the member will not be held responsible for any losses arising as a result. In such case, the member will immediately contact the Management Office and follow the office's instructions accordingly.

#### Article 32. Indemnity Liability

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

#### Chapter 7 Exemption from Liability

##### Article 33. Exemption from Liability

A member may not for any reason seek compensation from KOSHU CITY in excess of the amount KOSHU CITY receives from the said member as payment for use for a bicycle even when a member 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 KOSHU CITY.

#### Chapter 8 Personal Information

##### Article 34. Use of Personal Information

1.KOSHU CITY will use only within the scope of the purposes of use stated below the

member'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 KOSHU CITY in KOSHU CITY 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 KOSHU CITY business matters
- 3) For invoicing charges related to the use of a bicycle
- 4) For the appropriate management at KOSHU CITY 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 KOSHU CITY
- 6) For undertaking various forms of management and analyses in the preparation of statistical data required in operations and management at KOSHU CITY
- 7) For the collection of information through questionnaire surveys or interviews of members to verify results of social experiments conducted by KOSHU CITY, and analyses thereof

Furthermore, KOSHU CITY itself may use personal information for research, marketing, and other business purposes of KOSHU CITY, 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 KOSHU CITY 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, KOSHU CITY 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 may ask KOSHU CITY to disclose the personal information KOSHU CITY holds regarding that member. If it comes to light that the personal information KOSHU CITY holds is inaccurate or incorrect, KOSHU CITY 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.

Call Center

Tourism and Commerce Section

Telephone: 0553-32-2111

#### Chapter 9 Miscellaneous Provisions

##### Article 35. Amendment of Agreement

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

##### Article 36. Notification of Members, etc.

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

##### Article 37. Late Payment Penalty

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

##### Article 38. Court of Jurisdiction

Both KOSHU CITY and the member agree that the Kofu 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 1

Contact Information

Tourism and Commerce Section

Telephone: 0553-32-2111

-Website

<http://docomo-cycle.jp/koshu/>