

# **Docomo Community Cycle Service Agreement (Yokohama City)**

(The English translation for convenience only)

## **Chapter 1 General Provisions**

### **Article 1. (Definitions)**

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

**Operation panel:** means, Control device that locks and unlocks the bicycle.

**Bicycle Rental (Sharing) system:** means, System which tracks and authorizes the renting and returning the bicycles of the Members from the Cycle ports during operating hours.

**Bicycle:** means, the bicycle provided by DOCOMO BIKESHARE, INC. for its Members to ride.

**Bicycle port:** means, a set of bicycle docks used for the rental, return and parking of bicycles.

**Individual Member :** means, an individual who have entered into a Membership Agreement with DOCOMO BIKESHARE, INC. under the Bicycle Rental (Sharing) system in pursuant to Article 3.

**Corporate Member:** means, corporate entity who have entered into a Membership

Agreement with DOCOMO BIKESHARE, INC. under the Bicycle Rental (Sharing) system in pursuant to Article 3, such as profit corporations, non-profit corporations, public corporations, and those with juridical personality by law.

**Member:** means, an Individual Member and a Corporate Member collectively referred to as Member.

**Specified Corporate Users :** means, Individuals permitted to use the Bicycle Rental (Sharing) system under the “Specified Corporate User Membership”, shall use only for the business performance of the designated corporation.

**Users :** means, an Individual Member and/or Specified Corporate Users.

**Authentication Card :** means, Personal Identification of the Member and the registered IC card, transportation IC card, Osaifu-Keitai in the system specified by DOCOMO BIKESHARE, INC. which is necessary for unlocking of the bicycle etc.

**Osaifu-Keitai※ :** means, Payment function (IC chip) embedded Mobile phone.

**Administrative Office:** Center that maintains and manages bicycles and bicycle ports and deals with Members, Administrative Office Contact details available in the official website.

**Service Area:** means, Yokohama City.

※**Osaifu-Keitai** is a registered trademark of NTT DOCOMO, INC.

## **Article 2. (Application of Agreement)**

1. DOCOMO BIKESHARE, INC. (hereinafter, "DBS") will enter into an agreement (hereinafter, "Membership Agreement") with individuals and corporate entities which wish to join the bicycle sharing system set forth in this Membership Agreement in relation to the Bicycle Rental Service (hereinafter, "Cycle-Sharing") operated by DBS, and will provide a bicycle rental service for the Individual Members and Specified Corporate Users during the Membership period. Matters not stated here in this Membership Agreement will be determined by law and general customary practices.

2. DBS 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 this Agreement and the Liability is joint and several for all conduct of Specified Corporate Users in relation to use of the Bicycle Rental (Sharing) system, including violation of this Agreement by a Specified Corporate User.

## **Chapter 2 Membership Agreement**

### **Article 3. (Conclusion of Membership Agreement)**

1. Individuals who wish to purchase a subscription plan shall agree with the Membership Agreement prior to applying for the Membership according to the method designated by DBS. An applicant who is a minor must obtain the consent of a parent or guardian before applying for Membership.

2. A corporate entity who wishes to join the Bicycle Rental (Sharing) system shall apply for a Membership according to the method designated by DBS and will provide the required identification documents for Specified Corporate Users by attaching with the application.

3. Membership will be established when DBS approves the application of the individual and/or corporate entity who wish to join the Bicycle Rental (Sharing) system as stated in the Paragraph 1 and 2 above. In addition, DBS will publish the subscription plans available under the service and the details of subscription fees. The precautionary statement will also published in the website.

4. When any one of the following applies to an applicant (including a Specified Corporate User when the applicant is a corporate entity), DBS may refuse to enter

into a Membership Agreement with such applicant.

(1)The individual is less than 145 cm tall.

(2)The individual is a person DBS believes will have physical difficulty riding the bicycles provided by DBS under the Bicycle Rental (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 DBS 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 a subscription plan and the associated method of payment designated by DBS to enter the Membership Agreement with DBS.

2. The Member or Specified Corporate User will pay the charges established in Chapter 5 in accordance with the selected subscription plan and method of payment as stated in the preceding Paragraph.

3. Available location of bicycle ports, can be confirmed on our official website.

#### **Article 5. (Roaming Service)**

1. A User may use Bicycle Rental (Sharing) system or similar bicycle rental (sharing) system provided by DBS or alliance operator (hereinafter, "Roaming Operator") which enables the User to use the Roaming Operator's bicycles (hereinafter, "Roaming bicycles") and its bicycle ports for renting, returning and parking the Roaming bicycle (hereinafter, "Roaming ports") within certain area separately designated by DBS (hereinafter, "Roaming area"). A User may use, return and/or park the Roaming bicycles only within the Roaming area where the User rented the Roaming bicycles. Similarly, within the Roaming area, a User may not use, return and/or park the Bicycle which was rented outside the Roaming area. If a User leaves, returns or parks the Bicycle (which was rented outside the Roaming area) within the Roaming area, the Member shall bear any costs incurred by DBS for searching and recovering the Bicycle. In addition, the Member shall pay the service charges applicable for the period until the Bicycle has been returned.

2. When using the Roaming bicycles and Roaming ports, the Member shall be bound by and comply with the terms and conditions set forth by the Roaming Operator. In addition, regardless of the subscription plan selected by the Member at the time of

conclusion of the Membership Agreement, the Member shall pay the service charges calculated as "One Trip Membership" on the website separately designated by DBS.

The Member shall pay the service charges in accordance with Article 28.

3. In the event of unavailability of service stipulated in this Article, DBS shall not be liable for any damages caused by such unavailability and shall not return any charges received by DBS during such term.

#### **Article 6. (Change in Recorded personal Information)**

1. If there is a change in a Member's personal information, subscription plan or method of payment selected by the Member, etc. When applying for Membership by the Member to DBS, the Member will immediately inform DBS the details of such change and obtain DBS's approval.

2. DBS may refuse to approve a change stated in the preceding Paragraph or may cancel the Membership Agreement if DBS deems that the nature of the said change hinder the performance of DBS's services.

#### **Article 7. (Cancellation of Membership Agreement)**

If any of the following applies to a Member or a Specified Corporate User, DBS may without giving prior notice or warning suspend the Member's use of the service or may cancel the Membership Agreement.

(1) When the Member has violated this Agreement or other agreement established between DBS and the Member.

(2) When the Member or Specified Corporate User has caused a traffic accident during the 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 DBS is unable to make contact with the Member, when the Member has provided false information when joining the Bicycle Rental (Sharing) system, or when for any other reason DBS deems the Member's continuation of use of the Bicycle Rental (Sharing) system is inappropriate.

#### **Article 8. (Termination of the Service)**

1. DBS may under the sole discretion terminate Cycle-Sharing when DBS deems its continuation to be difficult due to the inability to provide bicycles or the Bicycle Rental (Sharing) system in whole or in part, or due to any other reason.

2. In the event of the preceding Paragraph, DBS will give notice to Members and will



terminate the Membership Agreements. Members will not be required to pay basic fees from the day the Membership Agreements are canceled.

**Article 9. (Midterm Cancellation)**

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

**Article 10. (Effective Period of Membership Agreement)**

The Membership Agreement will be valid from the date of execution of the Membership Agreement until the end of this service (including a successor service equivalent to this service). However, if an effective period of Membership Agreement an applicable subscription plan is established, the effective period of the subscription plan shall prevail.

**Article 11. (Period of Implementation of this service)**

DBS will make announce the duration, which it intends to conduct this service on the website. Note that, DBS may change the implementation without prior notice due to weather or other operational reasons that may affect the operation.

**Article 12. (Temporary Suspension and Recommencement)**

When DBS deems it is difficult to maintain the performance of the service due to

force majeure events or any other circumstances might prevent DBS from providing the services from time to time, DBS may temporarily suspend the service in whole or in part upon notifying Members according to a method DBS considered appropriate including but not limited to the website prescribed by DBS. DBS will do the same when it recommences the service after the reason for suspension ceases to exist. DBS will not refund charges relating to the period of suspension of the service.

**Article 13. (ID and Password Management)**

1. Members and Specified Corporate Users will appropriately manage at their own responsibility the ID and password provided by DBS at the time the completion of Membership Agreement registration, and the passcode provided to unlock at the time of rental of the bicycle. Members will not disclose or reveal such information to a third party or allow use thereof by a third party.

2. DBS will accept no responsibility in the management of an ID, password, or unlocking passcode except when due to an event attributable to DBS. 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 when his/her ID,

password or unlocking passcode is stolen or used without authorization, or there is likelihood thereof.

**Article 14. (Authentication)**

1. The Member shall be able to rent bicycles specified in Article 16 by using the IC Card for Authentication (hereinafter referred to as "Authentication Card") instead of the unlocking passcode.

2. The Member shall purchase an Authentication Card with the functions necessary for registration under its own expense and prepare the necessary use environment.

3. The Member shall use and preserve the Authentication Card with the duty of care by the administrator and shall not be allowed to be used by a 3<sup>rd</sup> Party.

4. DBS shall consider any use of the Member's Authentication Card to be the use of the subject Member.

5. In the case of loss, theft, loss, or damage (hereinafter referred to as "loss") of the Authentication Card, the Member shall promptly notify Administrative Office to that effect.

6. In the case of the preceding paragraph, regardless of whether the loss is caused by the reason attributable to the Member, the Member shall bear the actual expenses necessary for re-issuing / registering the certification card, and shall pay

DBS based on Article 4.

### **Chapter 3 Rental Procedures and Return**

#### **Article 15. (Reservation and Cancellation of Reservation, etc.)**

1. If a Member or Specified Corporate User prefers to reserve a bicycle, the Member or Specified Corporate User have to explicitly specify the bicycle port and the bicycle that he/she wishes to rent in advance, in accordance with the method prescribed by DBS. Member or Specified Corporate User shall make an individual renting contract (Hereinafter referred as "Individual Contract") which will apply for reservation. DBS will respond to this reservation to its best effort considering the other reservation situation.

2. If DBS is unable to provide a bicycle for rent according to the reservation by the Member or Specified Corporate User, DBS may unconditionally cancel the said reservation after the reservation has been established.

3. Neither a Member nor a Specified Corporate User shall make any claim against DBS the cancellation of the reservation in accordance with Paragraph 2 or 3 above.

#### **Article 16. (Procedures for Renting a Bicycle)**

1. After establishing a reservation for a bicycle under an Individual Contract, the

Member or Specified Corporate User who is to use a bicycle will unlock the bicycle by operating the Operation panel according to instructions prescribed by DBS (hereafter, this procedure will be referred to as the “delivery procedure”). An Individual Contract under which DBS lends the Member or Specified Corporate User the bicycle is established upon completion of this procedure.

2. Due to reasons relating to the management of the Bicycle Rental (Sharing) system or other reason, DBS may deny to rent the bicycle to a Member or a Specified Corporate User.

3. Neither a Member nor a Specified Corporate User may make any claim against DBS regarding its refusal to rent out a bicycle in accordance with the preceding Paragraph.

#### **Article 17. (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 DBS (hereafter, this procedure will be referred to as the “storing procedure”). With the completion of this procedure, the Individual Contract will terminate.

2. Before returning the bicycle, the Member or the Specified Corporate User will

confirm that he/she has not left behind any belongings on the bicycle. DBS 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 Bicycle 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 Bicycle 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 Bicycle port, the Member or Specified Corporate User will contact the Administrative Office and follow the instructions of that office.

5. If a Member or a Specified Corporate User fails to contact the Administrative Office as stated in the preceding Paragraph or if the Member or Specified Corporate User fails to follow instructions given by the Administrative Office and leaves the bicycle outside the Bicycle port, the bicycle storing procedure will be considered incomplete.

#### **Article 18. (Cancellation of Individual Contract)**

1. When any one of the following applies, DBS may cancel the Individual Contract 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 Rental (Sharing) system, or other reason.

(2) When this Agreement there has been breached, an Individual Contract or other agreement between DBS and the Member or Specified Corporate User during the rental period.

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

##### **Article 19. (Procedures, if encountered with An Accident)**

1. If the Member encounters an accident while riding the bicycle during the rental period, 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 Administrative Office regarding details of the accident

(2) Immediately submit documentation and/or evidence concerning the accident

required by DBS and the insurance company designated by DBS

(3) Obtain DBS'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 20. (Procedures for break-down, theft and others)**

1. When a Member or a Specified Corporate User discovers a fault or a malfunction in the bicycle or the Bicycle port during the rental period, the Member or Specified Corporate User will immediately cease the use of the bicycle and will contact the Administrative 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 Administrative 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 DBS as the amount of the personal liability for the theft of the bicycle.

**Article 21. (Procedures/Battery runs out of charge)**



If the battery of a bicycle runs out of charge or is likely to run out of charge during the rental period of the bicycle, the Individual Member or Specified Corporate User will immediately contact the Administrative Office concerning the status of the battery and follow the instructions from the Administrative Office and take necessary measures such as returning the sharing bicycle to the nearest port.

## **Article 22. (Compensation)**

1. Under an established Individual Contract, DBS 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 36.

(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 200million yen (combined with 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 DBS's compensation system due to any loss arising from an accident not reported to the police or the Administrative 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

baybike Administrative Office

Telephone No : 0570-783-677 (Call Charged)

## **Chapter 5 Service Charges**

### **Article 23. (Service Charges)**

1. The types of service charges Members and Specified Corporate Users will pay to DBS for the use of the bicycles will be the registration fees, basic fees, extra charges and other applicable charges.

2. DBS will clearly state the respective amounts of the charges and the bases of their

calculation by making details public on the website specified by DBS. When DBS intends to amend the charges stated above, DBS will do so by announcing the amended service on the website prescribed by DBS at least one (1) week before such amended service become effective.

#### **Article 24. (Registration fee)**

1. Registration fee means the contract fee payable when a Member establishes the contract under Article 3, paragraph 2, and/or request made as a contract option for an IC card purchase or assistance, contractual Change fee to be paid if changes are made, renewal fee to be paid at the renewal of the enrollment contract.

2. Registration fee received by the DBS pursuant to the preceding paragraph shall not be refunded unless the contract is terminated during the contract period due to cancellation, cancellation or other reasons, except for the case of termination due to reasons attributable to DBS, Members will accept without objection.

#### **Article 25. (Basic Fees)**

The basic fees are the basic charges a Member pays based on the type of subscription plan which the Member choose in Article 4-1, or the type of subscription plan amended as stated in Article 6-1, and correspond to the period of time services are received as stated in the Agreement type, such as month, day or hours, etc.

### **Article 26. (Extra Charges)**

1. Extra charges, mean the fees which will be charged when a Member or Specified Corporate User uses the bicycle beyond the initial hours of use designated in the subscription plan.

2. Extra charges, will be calculated from the period, beginning from the end of initial hours of use stated in the preceding Paragraph to completion of the return of the bicycle including the storing procedure stated in Article 17.

### **Article 27. (Other Charges)**

Other charges shall constitute the amount to be paid for charges published by DBS for services provided thereby desired by the Member in addition to the basic fee and extension fee.

### **Article 28. (Payment of Charges)**

1. A Member or a Specified Corporate User will pay to DBS the total amount of charges relating to the month in which services were provided by DBS by the payment due date specified by DBS in the following month by the method the Member selected in accordance with Article 4-1 or amended in accordance with Article 6-1.

2. If DBS is unable to receive payment from a Member or a Specified Corporate User

according to the method stated in the preceding Paragraph, DBS may seek to receive payment by another method of settlement established by DBS.

## **Chapter 6 Liability**

### **Article 29. (Safety Inspection and Maintenance)**

DBS will undertake Safety Inspection and Maintenance of the bicycles and Bicycle ports according to standards established by DBS.

### **Article 30. (Safety Inspection 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

- (1) Safe operation of all brakes, lights and the bell
- (2) Function of the Handle bar and the frame
- (3) Proper tire pressure
- (4) Function of the Operation panel
- (5) and the battery is sufficiently charged.

2. When a Member or a Specified Corporate User notice any mechanical or other problem or safety issue; and in such case the Member will promptly notify the

Administrative Office of all problems and issues 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, DBS 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 31. (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 Contract.

### **Article 32. (Prohibited Acts)**

A Member or a Specified Corporate User will not engage in any of the following acts.

(1) Member or Specified Corporate User may not allow another person other than the Member or Specified Corporate User to use the Subscription. Member or Specified Corporate User acknowledges that the bicycle removed from a bicycle port will be only used by Member or Specified Corporate User and will not share the Bicycle and any other unique Subscriber information to any other person.

(2) Member or Specified Corporate User may not engage in dangerous behavior such as reckless riding or riding under the influence of alcohol and/or medication or other substance that may impair your ability to safely operate the Bicycle.

(3) Member or Specified Corporate User may not violate any applicable traffic rules or any command or instruction from law enforcement personnel.

(4) Member or Specified Corporate User may not use the Bicycle in public parks, etc. where riding is forbidden, in hazardous places or where riding is inappropriate. (5) Engage in acts that may obstruct the passage of pedestrians.

(6) Member or Specified Corporate User may not enhance or modify the structure or fittings of the Bicycle.

(7) Member or Specified Corporate User may not 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) Member or Specified Corporate User may not persist in riding the Bicycle when it breaks down in the course of riding.

(9) Member or Specified Corporate User may not use the Bicycle for various tests, competitions, or hauling or pushing objects.

(10) Member or Specified Corporate User may not possess the Bicycle for a



sustained period of time at home or office beyond the designated purpose of use.

(Such as, possessing the Bicycle for the next day use)

(11) Member or Specified Corporate User may not (In the case of a Member or a Specified Corporate User less than 13 years old) ride the Bicycle without wearing a helmet.

(12) Member or Specified Corporate User may not collect information automatically from our official website or Bicycle Rental (Sharing) system, using computer software technology irrespective of the name such as web scraping, web crawler, web spider, etc. In addition, any act that puts an excessive burden on the website or Bicycle Rental (Sharing) system which may interfere with stable service provision.

(13) Member or Specified Corporate User shall not engage in any other act that violates the laws or regulations or public order.

### **Article 33. (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 DBS for any and all losses caused to DBS 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 DBS regarding an abandoned bicycle as in the case of the preceding Paragraph, DBS 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 DBS and as an offender the Member or Specified Corporate User will comply with measures under the law.

3. When DBS has paid costs stated in Paragraph 1 for which the Member or Specified Corporate User is liable, the Member will promptly pay those to DBS.

#### **Article 34. (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 35. (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 type of subscription plan or fails to

comply with DBS's request to return a bicycle or is late in settling payment, or if DBS 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, DBS may cancel the Membership 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 DBS.

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 Bicycle 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 Administrative Office and follow the office's instructions accordingly.

### **Article 36. (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 DBS, 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 37. (Exemption from Liability)**

A Member or a Specified Corporate User may not for any reason seek compensation from DBS for suffering damages arising from either because the use of or inability to use the bicycle. However a Member or a Specified Corporate User may claim compensation with in the amount of fees received from the said Members for damages are result of willful intent or gross negligent on the part of DBS.

## **Chapter 8 Personal Information**

### **Article 38. (Use of Personal Information)**

1. Personal Information (Personal Information and Personal Information collating with other information) obtained by DBS by providing the service shall be subject for the privacy policy protecting Member's Personal Information which will be

established separately (hereinafter, "Privacy Policy") and this "Membership Agreement".

2. DBS may disclose the Personal Information of the Members to the following third parties.

[Personal Information subject to third party disclosure]

The Personal Information specified in the "Privacy Policy", which will be established separately.

[Scope of third parties]

Insurance companies contracted by DBS to implement the compensation set forth in Article 22, paragraph1, and other companies subject to the scope to specify in the "Privacy Policy" which will be established separately.

[Purpose of disclosure to third parties].

The purpose of disclosure in the "Privacy Policy", which will be established separately.

[Party responsible for management of Personal Information]

DOCOMO BIKESHARE, INC.

## **Chapter 9 Miscellaneous Provisions**

### **Article 39. (Modification of this Agreement)**

When DBS revises this Agreement, DBS will give notification by posting such notice on the website specified by DBS. Furthermore DBS, may unilaterally amend, modify, or change this Agreement, in its sole discretion and without any notice or cause, the Member or Specified Corporate User will be deemed to have agreed to be bound by all such amendments, modifications and changes.

### **Article 40. (Notification of Members, etc.)**

DBS will send notices and communicate with Members and Specified Corporate Users via telephone or email address which Members or Specified Corporate Users registered during enrollment of the Membership Agreement. DBS will consider any notice or communication shall be effective from the time the said notices or communication were sent to the Member's or a Specified Corporate User's registered email address. Any disadvantage arising from failure of the said notices or communication to reach the Member or a Specified Corporate User will be borne by the Member or Specified Corporate User.

### **Article 41. (Late Payment Penalty)**

When a Member or a Specified Corporate User neglects to fulfill the executing monetary obligations under this Agreement, or an Individual Contract, the Member

or a Specified Corporate User shall pay the delayed payment to DBS at an annual rate of 14.6% on a pro rata basis (calculated on a daily basis with a year being equal to 365 days).

**Article 42.(Court of Jurisdiction)**

Both DBS and the Member agree that the Tokyo District Court will be the exclusive court of jurisdiction in the first instance in any dispute and/ or legal action relating to the rights and obligations under this Agreement or an Individual Contract.

Attachment 1

Contact Information

baybike Administrative Office

Telephone No: 0570-783-677 (Call Charged)