

HUBchari Community Cycle 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:

Operation panel: means, control device that locks and unlocks the bicycle and the specific control device used on the bicycles by Osaka Bikeshare.

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

Bicycle: means, the bicycle provided by NPO Home door for its Members to use, which includes the bicycles provided by DOCOMO BIKE SHARE, INC. within Osaka Prefectural area (hereafter, "Osaka Bikeshare") specified in Article 4.

Bicycle port: means, a set of bicycle docks used for the rental, return and parking of bicycles, which includes the bicycle ports operated by Osaka Bikeshare, as specified in Article 4.

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

Corporate Member : means, corporate entity who have entered into a Membership Agreement with NPO Homedoor, 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, in the System specified by Homedoor (defined in Article 2) which is necessary for unlocking the bicycle etc.

Administrative Office: Center that maintains and manages the bicycles, bicycle ports, correspondence with Members relating to the contract, Administrative Office contact details available in the official website

Article 2. (Application of Agreement)

1.NPO Homedoor (hereinafter, "Homedoor") will enter into an agreement (hereinafter, "Membership Agreement") with individuals and corporate entities who wish to join the bicycle sharing system set forth in this Membership Agreement in relation to the HUBchari Community Cycle Service (hereinafter, "Cycle-Sharing") operated by Homedoor, 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.Homedoor 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.

4. Any Member who prefers to use Osaka Bikeshare shall agree with membership agreement and privacy policy agreement provided by DOCOMO BIKESHARE, INC. in addition agreeing with the Membership Agreement provided by Homedoor.

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 Homedoor.

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 Homedoor and will provide the required identification documents for Specified Corporate Users by attaching with the application.

3. Membership will be established when Homedoor 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, Homedoor 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), Homedoor may refuse to enter into a Membership Agreement with an applicant.

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

(2)The individual is a person Homedoor believes will have physical difficulty riding the bicycle provided by Homedoor 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 Homedoor 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 /Osaka BIKESHARE partnership)

1. The Member will select a subscription plan and the associated method of payment designated by Homedoor to enter the Membership Agreement with Homedoor.

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. Bicycle ports will be disclosed in the homedoor's official website.

4. Homedoor may implement the partnership policy with "**DOCOMO BIKE SHARE, INC.**" on it's members which will entitle the Members, to use bicycles provided for Osaka Bikeshare (hereafter, "Alliance bicycles ") and Bicycle port used for rental, return, and parking purposes (hereafter, "Alliance ports ") Members willing to use "Alliance bicycles" and/or "Alliance Ports" shall be subject for the Membership Agreement conditions and the Charges stated in Chapter 5.

5. During the period of "Regional Partnership policy" implementation, the terms and conditions of such alliance cycle systems shall be defined by Homedoor separately. In the event of using the alliance cycle systems, Membership agreements of Homedoor and DOCOMO, BIKE SHARE INC. may limit or restrain the use of Alliance ports and/or Alliance cycles.

6. In the event of unavailability of alliance cycle systems, Homedoor shall not be liable for any damages caused by such unavailability and shall not return any charges received by Homedoor during such unavailability.

Article 5. (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 Homedoor, the Member will immediately inform Homedoor the details of such change and obtain Homedoor's approval.

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

Article 6. (Cancellation of Membership Agreement)

If any of the following applies to a Member or a Specified Corporate User, Homedoor may without giving any 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 Homedoor and the Member.

(2)When the Member or Specified Corporate User has caused a traffic accident during the use of the 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 Homedoor 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 Homedoor deems the Member's continuation of use of the Bicycle Rental (sharing) system is inappropriate.

Article 7. (Termination of the Service)

1.Homedoor may under the sole discretion terminate Cycle-sharing when Homedoor 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, Homedoor 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 8. (Midterm Cancellation)

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

Article 9. (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 a Membership Agreement an applicable subscription plan is established, the effective period of the subscription plan shall prevail.

Article 10. (Period of Implementation of this service)

Homedoor will announce the duration, which it intends to conduct this service on the website.

Note that, Homedoor may change the implementation without prior notice due to weather or other operational reasons that may affect the operation.

Article 11. (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

Homedoor from providing the services from time to time, Homedoor may temporarily suspend the service in whole or in part upon notifying Members according to a method Homedoor considered appropriate including but not limited to the website prescribed by Homedoor.

Homedoor will do the same when it recommences the service after the reason for suspension ceases to exist.

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

Member or Specified Corporate User shall make an individual renting contract (Hereinafter referred as, "Individual Contract ") which will apply for reservation. Homedoor will respond to this reservation to its best effort considering the other reservation situation.

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

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

Article 14. (Procedures for Renting a Bicycle)

1.After establishing a reservation for a bicycle under an Individual Contract , the Member or a Specified Corporate User who is to use a bicycle will unlock the bicycle by operating the Operation panel according to instructions prescribed by Homedoor (hereafter, this procedure will be referred to as the "delivery procedure").

An Individual Contract under which Homedoor 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, Homedoor 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 Homedoor 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 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 Homedoor (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 Specified Corporate User will confirm that he/she has not left behind any belongings on the bicycle. Homedoor will assume no responsibility for belongings, etc. left behind by a Member or Specified Corporate User.

3.When a Member or 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 or 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 or will contact the Administrative Office and follow the instructions of that office.

5.If a Member or 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 16. (Cancellation of Individual Contract)

1. When any one of the following applies, Homedoor 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 used continuously 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 has been breached, an Individual Contract or other agreement between Homedoor and the Member or a Specified Corporate User during the rental period.

Chapter 4 Procedures for Bicycle Accidents, Etc.

Article 17. (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 Homedoor and the insurance company designated by Homedoor

(3) Obtain Homedoor'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 18. (Procedures for break-down, theft, etc.)

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 a Specified Corporate User will also pay an amount specified by Homedoor as the amount of the personal liability for the theft of the bicycle.

Article 19. (Procedures/ Battery runs out 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 Bicycle to the nearest port.

Article 20. (Compensation)

1. Under an established Individual Contract, Homedoor 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 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 Homedoor'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

Telephone: 0120-116-819

Chapter 5 Charges

Article 21. (Service Charges)

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

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

Article 22. (Basic Fees)

The basic fees are the basic charges a Member pays based on the type of subscription plan which the member choose as stated in Article 4-1, or the type of

subscription plan 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, mean the fees which will be charged when a Member or a 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 15.

Article 24. (Payment of Charges)

- 1.A Member or a Specified Corporate User will pay to Homedoor the total amount of charges relating to the month in which services were provided by Homedoor by the payment due date specified by Homedoor 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 Homedoor is unable to receive payment from a Member or a Specified Corporate User according to the method stated in the preceding Paragraph, Homedoor may seek to receive payment by another method of settlement established by Homedoor.

Chapter 6. Liability

Article 25. (Safety Inspection and Maintenance)

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

Article 26. (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

- (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, Homedoor 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 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 28. (Prohibited Acts)

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

(1) Member or a Specified Corporate User may not allow another person other than the Member or Specified Corporate User to use the Subscription. Member or a 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 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 activities 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 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 may not engage in any other activity that violates the law or regulations or public order

Article 29. (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 a Specified Corporate User will be responsible for compensating Homedoor for any and all losses caused to Homedoor 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 Homedoor regarding an abandoned bicycle as in the case of the preceding Paragraph, Homedoor will contact the Member or a Specified Corporate User and demand that the member promptly transfer the bicycle to the place specified by Homedoor and as an offender the

Member or a Specified Corporate User will comply with measures under the law.
3. When Homedoor has paid costs stated in Paragraph 1 for which the Member or a Specified Corporate User is liable, the member will promptly pay these to Homedoor.

Article 30. (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 or a Specified Corporate User, the Member or a 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 31. (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 Homedoor's request to return a bicycle or is late in settling payment, or if Homedoor 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, Homedoor 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 Homedoor.

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 32. (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 Homedoor, 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 33. (Exemption from Liability)

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

Chapter 8 Personal Information

Article 34. (Use of Personal Information)

1. Personal Information (Personal Information and Personal Information collating

with other information) obtained by homedoor by providing the service shall be subject for "Membership Agreement" and the "Privacy Policy" which will be established separately . 2. A Member's personal information obtained under the Membership 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 Homedoor in Homedoor 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 Homedoor business matters

(3)For invoicing charges related to the use of a bicycle

(4)For the appropriate management at Homedoor 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 Homedoor

(6)For undertaking various forms of management and analyses in the preparation of statistical data required in operations and management at Homedoor

(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 Homedoor, and analyses thereof

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

3.If Homedoor 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, Homedoor will entrust personal information obtained in accordance with Paragraph 2 to the said party after establishing procedures for the protection of personal information.

4.A Member may ask Homedoor to disclose the personal information Homedoor holds regarding that member. If it comes to light that the personal information Homedoor holds is inaccurate or incorrect, Homedoor 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

Telephone: 0120-116-819

Chapter 9 Miscellaneous Provisions

Article 35. (Modification of this Agreement)

When, Homedoor revises this Agreement, Homedoor will give notification by posting such a notice on the website specified by Homedoor.

Furthermore Homedoor, 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 36. (Notification of Members, etc.)

Homedoor 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. Homedoor 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 a said notices or communication to reach the Member or a Specified Corporate User will be borne by the Member or Specified Corporate User.

Article 37. (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 Homedoor 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 38. (Court of Jurisdiction)

Both Homedoor and the Member agree that the Osaka 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 agreement.

Attachment 1

Contact Information

Telephone: 0120-116-819