

Terms and Conditions for the Rental of Specified Small Motorized Bicycles

Renter:
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3-10 Ikutamacho, Tennoji-ku, Osaka, Osaka Prefecture

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Chapter 1: Rental Terms and Conditions

Article 1. The Renter shall lease a specified small, motorized bicycle to the Rentee, who shall operate it in accordance with the Rental Terms and Conditions (hereinafter referred to as "Terms and Conditions"). Laws and ordinances or common customs shall govern any matter not stipulated in the Terms and Conditions.

Article 2. A special agreement shall take precedence if the Renter makes the special agreement within the scope that does not conflict with the intent of these Terms and Conditions, laws, and general customs.

Article 3. The Renter shall notify the Rentee of the Terms and Conditions, including through unattended rental methods. The consent to the Terms and Conditions by the Rentee is indicated via the dedicated app and the URL website managed by the Renter (hereinafter referred to as the "Dedicated App, etc.") related to the Rental Agreement.

Article 4. Application of Terms and Conditions for Specified Small Motorized Bicycles (hereinafter referred to as "electric scooter")

(1) Comply with the Road Traffic Act.

- https://www.keishicho.metro.tokyo.lg.jp/kotsu/jikoboshi/electric_mobility/electric_kickboard.html
- <https://www.npa.go.jp/bureau/traffic/anzen/tokuteikogata.html>

(2) No driver's license is required to ride an electric scooter. However, no one under the age of 16 is prohibited from riding an electric scooter. Therefore, the Rentee needs to have the necessary identification and upload the Rentee's valid identification prior to riding the electric scooter. In addition, the uploaded Rentee's valid identification shall be carried at all times during the ride.

(3) The subletting of electric scooters is prohibited.

(4) Before getting on the electric scooter, the Rentee shall complete watching a video on the traffic rules, etc., provided by the Renter on the Rentee's smartphone. If the Rentee starts the electric scooter without completing the video viewing by any means, the Renter shall forcibly stop or cancel the electric scooter immediately.

(5) The Rentee shall upload a new driver's license in the event of any change in the description of the driver's license (including change of address, etc.) that has been uploaded and registered with the Renter.

(6) If the Rentee feels that riding is dangerous, they shall immediately dismount and push the electric scooter.

(7) The Rentee shall acknowledge that, due to the implementation of geofencing, they shall only be able to ride within the designated riding area as stipulated on the Renter's application (hereinafter referred to as

the “Dedicated App”).

- (8) The Rentee shall be aware that it is a violation to ride in areas where the Road Traffic Act prohibits specified small motorized bicycles.
- (9) The Rentee shall not ride on sidewalks. Riding shall be limited to roadways and bicycle lanes.
- (10) Where bicycle lanes are available, the Rentee shall use these lanes rather than the roadways.
- (11) There are some areas and roads, even in the electric scooter implementation area, where it is not allowed to ride. The Rentee shall check with the Dedicated App before use.
- (12) The Rentee should bypass underpasses, which are designated for car traffic only, due to the higher risk of rear-end collisions (underpasses are roads passing under intersecting railway tracks or roads). In particular, underground roads (underground underpasses) in the implementation area should be bypassed.
- (13) The Rentee shall be aware of parking prohibitions. When parking outside of the Renter’s ports, only parking lots and bicycle parking lots where electric scooters can be parked should be used.
- (14) Parking meters are not available for electric scooters.
- (15) If the electric scooter goes outside the implementation area (outside the geofence), the Rentee shall immediately get off and walk by pushing the electric scooter.
- (16) Riding an electric scooter in an area where riding is prohibited shall be subject to a violation.
- (17) The Rentee who commits a traffic violation or is involved in a traffic accident with the electric scooter shall be responsible for paying any fines or penalties themselves. If they do not do so, they shall be contacted by the Renter or the police.
- (18) Two-person riding is prohibited.
- (19) Driving under the influence of alcohol is prohibited.
- (20) The Rentee shall ensure that they have no physical or health concerns.
- (21) The Rentee shall not operate the electric scooter in a dangerous manner.
- (22) In the event that the Rentee rides an electric scooter without complying with the above items and the Renter forcibly stops or discontinues the electric scooter being used, the Renter will not refund the rental fee in any way.
- (23) In the event of an accident, the Rentee shall immediately contact the Renter (the phone number is on the scooter), the insurance company (the phone number is on the scooter), and the police (dial 110).
- (24) The Rentee shall be responsible for all costs associated with fines or penalties due to parking violations and any expenses incurred for transporting the scooter.
- (25) With respect to personal information obtained by the Renter from the Rentee, the Renter may submit driving data and survey results to the relevant ministries and agencies, etc., to the extent that individuals cannot be identified. However, there is a possibility that specific personal information may be submitted to the relevant ministries and agencies, as necessary.
- (26) The Rentee should be aware that camera footage discovered later can lead to police reports and disciplinary actions. A GPS analysis of driving history is also conducted.
- (27) The Renter shall carefully manage personal information obtained from the Rentee and shall not disclose personal information to any third party except when disclosure is required by law.

Chapter 2: Rental Agreement

Article 1. Conclusion of Rental Agreement, etc.

The Renter shall clearly indicate the Terms and Conditions, privacy policy, fees, and other conditions (hereinafter referred to as the “Rental Conditions”) to the Rentee via the Dedicated App, etc. The Rental Agreement shall be concluded when the Rentee agrees to the Terms and Conditions via the Dedicated App.

In entering into the Rental Agreement, the Rentee shall comply with the obligations set forth for the Rentee in the Terms and Conditions.

Upon execution of the Rental Agreement, the Renter shall record the information on the driver’s license by taking a photograph of the Rentee’s identification card.

Upon execution of the Rental Agreement, the Renter may request the Rentee to submit documents proving their identity in addition to their identification card and may take copies of the submitted documents.

Upon execution of the Rental Agreement, the Renter shall request the Rentee to enter their cell phone number as an emergency contact into the Dedicated App in order to register the use of the Dedicated App.

The Rentee shall apply for the registration of this Service by themselves and may not apply for the registration of the Service through an agent.

Unless otherwise approved by the Renter, the Rentee shall not make multiple applications for the registration of the Service in duplicate or a new application for the registration of the Service in duplicate by a person already in the position of a Rentee.

The Rentee shall provide true, accurate, and up-to-date information to the Renter when applying for registration for the Service.

The Rentee shall obtain the consent of their legal representative, guardian, conservator, or assistant to apply for the registration of this Service if the Rentee is a minor, adult ward, person under conservatorship, or person under assistance.

The Rentee shall not apply for the registration of the Service if they are a member of any antisocial forces (including but not limited to any organized crime groups, members of organized crime groups, right-wing organizations, and other similar entities; the same shall apply hereinafter), or if they are involved in any interaction or involvement with antisocial forces through funding or other means, contributing to the maintenance, operation, or management of antisocial forces.

Under the Rental Agreement, the Rentee shall pay a rental fee as compensation for usage in a manner determined by the Renter upon completion of the rental period.

Upon entering into the Rental Agreement, the Renter may require the Rentee to input their credit card information into the Dedicated App.

The Renter reserves the right to refuse the conclusion of the Rental Agreement and to cancel any reservation if the Rentee fails to comply with the Terms and Conditions. Additionally, the reservation shall be canceled if the Rentee fails to appear at the designated rental location within five minutes past the scheduled time.

After the Rentee completes the application for registration for the Service and the Renter, at its discretion, permits the Rentee's use of the Service, the registration of the Rentee as a registered user of the Service shall be completed when the Renter makes the Service available to the Rentee. A contract pertaining to the use of the Service in accordance with the Terms and Conditions (hereinafter referred to as the "Service Contract") shall be formed between the Rentee and the Renter.

In the event of any changes to the registration information initially provided by the Rentee when applying to register for the Service (this includes the method of payment and any registration information changed after the completion of the registration), the Rentee shall immediately notify the Renter of such changes in a manner separately determined by the Renter and submit any materials requested by the Renter in connection with the changes.

The Rentee shall notify the Renter of their desire to cancel their membership from the Service in a manner separately determined by the Renter. If, at the Renter's discretion, the Rentee's withdrawal from the Service is recognized, the Renter may delete the Rentee from the Service in a manner separately determined by the Renter and cancel the Rentee's registration for the Service. However, in the event that there are outstanding items concerning the payment of usage fees, the return of scooter, the fulfillment of other obligations under the Terms and Conditions, or other procedures separately requested by the Renter concerning the Rentee's withdrawal from the Service, the Rentee may not be able to withdraw from the Service or cancel the registration for the Service. In such cases, the Rentee shall perform such outstanding procedures without delay and smoothly in accordance with the Terms and Conditions, and upon completion of such procedures, the Rentee shall notify the Renter of their desire to cancel the membership again in a manner separately determined by the Renter.

Article 2 Refusal to Rent

The Renter may refuse or cancel the Rental Agreement if the Rentee falls under any of the following

conditions.

(1)The Rentee does not have the necessary identification to operate the electric scooter.

(2)The Rentee is found to be under the influence of alcohol.

(3)The Rentee is found to be displaying symptoms of intoxication due to narcotics, stimulants, thinner, or other substances.

(4)The Rentee is identified as a member or affiliate of any organized crime groups, crime-related syndicates, or any other antisocial elements.

(5)There is a violation of the Terms and Conditions.

(6)The Rentee is under 16 years of age.

Despite the preceding paragraph, in the following cases, the Renter reserves the right to refuse the Rental Agreement and cancel the reservation.

(1)There are no electric scooters available for rent due to unforeseen circumstances.

(2)The Renter deems it inappropriate to rent an electric scooter for any other reason.

Article. 3 Rental Fees

Upon conclusion of the Rental Agreement, the Rentee shall pay the rental fees to the Renter as set forth in the following paragraph.

Rental rates are listed in the Dedicated App.

Rental fees are subject to change without notice.

If the Rentee fails to return the electric scooter to the designated place or port, an out-of-designated place return fee determined by the Renter shall be added, and the Rentee shall be separately charged 30,000 yen for the cost of moving the said electric scooter to the designated return location.

Outside of the geofence area as the designated running area or in areas where running is prohibited, the electric scooter shall automatically come to a stop, and the operation of the accelerator shall turn off, but the billing shall continue.

Various campaign and coupon rates may apply without notice.

Chapter 3: Use

Article 1. Rentee's Management Responsibility

The Rentee may start using the said scooter by unlocking the electric scooter using the Dedicated App, etc., provided by the Renter.

From the time of delivery of the electric scooter until its return to the Renter (hereinafter referred to as "during the use of the scooter"), the Rentee shall manage the electric scooter to the extent that it is socially acceptable.

The Rentee shall return the electric scooter to the Renter by completing the return procedures specified by the Renter at the location specified by the Renter.

Article 2. Daily Inspection and Maintenance

Before using the rented electric scooter, the Rentee shall check the appearance of the scooter and the condition of its daily maintenance. If any abnormality is found, the Rentee shall immediately report it to the Renter or the place where they rented the scooter.

Check the following items, in particular, and do not ride the electric scooter if any defects are present.

(1)Whether the brakes are operational

(2)Presence of defects in the operation of the handlebar

(3)Whether the throttle lever is properly actuated

(4)Presence of damage and significant wear on the front and rear wheels

(5)Whether the horn (bell) is activated or not

(6)Presence of a reflector in the rear

(7)Whether the front light is on or not

(8)Whether the brake light is operational

(9)Presence of direction indicators

(10)Presence of the vehicle registration number plate (license plate)

(11)Presence of display indication

(12)If the scooter is equipped with a smartphone holder, is the smartphone holder secured to the scooter without loosening?

(13)Check the battery level displayed on the scooter, the Dedicated App, etc.

(14)Check the remaining battery capacity of the smartphone on which the registered user is displaying or

installing the Dedicated App, etc.
(15) Other defects

Article 3. Prohibited Acts

The Renter prohibits the Rentee from the following actions during the use of the scooter.

- (1) Using the electric scooter for motor vehicle transportation business or similar purposes without obtaining the Renter's consent and the authorities' permission based on the Road Transportation Act.
- (2) Allowing anyone other than the Rentee who has entered into the Rental Agreement by agreeing to the Rental Conditions to use and ride the scooter.
- (3) Subletting, allowing a third party to use, or offering for collateral to another, etc.
- (4) Forging, altering, or otherwise modifying the original state of vehicle registration or number plates.
- (5) Using the scooter for tests, competitions, towing, or pushing another vehicle without the Renter's consent.
- (6) Using the scooter in a manner that violates laws, regulations, public order, or morals.
- (7) Taking the scooter outside of Japan.
- (8) Other acts similar to (1) through (7) above, as well as acts in violation of Chapter 2 Article 1 Conclusion of Rental Agreements, etc.

Article 4. Illegal Parking and Other Traffic Violations

If the Rentee has committed illegal parking or any other traffic violation as defined in the Road Traffic Act with respect to the electric scooter, the Rentee shall immediately after the violation dial 110. Then, the Rentee shall appear at the police station having jurisdiction over the area where the illegal parking has taken place (hereinafter referred to as the "police station having jurisdiction"). The Rentee shall pay, at their responsibility and expense, the penalty and other costs associated with the violation, including scooter transportation costs (hereinafter referred to as "violation processing"), and to self-report the administrative penalty (accumulated points) on their license, if necessary. The Renter shall not be responsible for the Rentee's violation processing.

When the police notify the Renter that the electric scooter is illegally parked, the Renter shall notify and instruct the Rentee to move the electric scooter as soon as possible. The Renter shall instruct the Rentee to promptly move the electric scooter and report to the police station having jurisdiction for the violation processing at the expiration of the term of the rental of the electric scooter or by the time as the Renter may direct. The Rentee shall comply with such instructions.

In the event that the police move the electric scooter, the Renter may, at its discretion, retrieve the electric scooter from the police, and the Renter shall charge the Rentee for the cost of such retrieval.

If deemed necessary by the Renter, the Renter shall submit to the police and the Public Safety Commission materials containing the Rentee's personal information.

The Rentee shall pay the charges by the date specified by the Renter in the following cases.

- (1) Violation penalties incurred when the Rentee fails to perform violation processing.
- (2) Search expenses incurred when the need to search the Rentee or scooter arises.
- (3) All other costs equivalent to the amount of the penalty for abandonment

Article 5. Terms of Use

Any Rentee who falls under any of the following categories shall not be allowed to use the Renter's electric scooters.

- (1) If their height is less than 140 cm
- (2) The Rentee does not submit an official identification document or ID card (limited to the Rentee's own) prescribed by the Renter that confirms that the Rentee is 16 years of age or older at the time of use in a manner prescribed by the Renter, and has not completed the process to familiarize themselves with the Renter's prescribed traffic rules.
- (3) If there is a risk that the Rentee may not be able to comply with any of the provisions of the Terms and Conditions.
- (4) In any other cases where the Renter deems it inappropriate to allow the use of the Renter's electric scooters.

The Rentee shall comply with the following items when using the electric scooter.

- (1) Inspect the scooter in the manner prescribed by the Renter prior to the start of the ride.

- (2) Comply with the provisions of the Road Traffic Act and other laws and regulations applicable to specified small motorized bicycles (including provisions concerning the wearing of helmets).
- (3) Do not ride on sidewalks except as permitted by law.
- (4) The Rentee shall ride within the service area (the area designated by the Renter in the Dedicated App, etc., as the area where the Service is provided). The Rentee shall not ride outside of the service area or in locations where riding is prohibited by law (including locations where the administrator of the location prohibits riding).
- (5) Do not park or stop the electric scooter in the following locations: Outside of the service area or in areas where bicycle parking or bicycle stopping (hereinafter referred to as "parking and stopping, etc.") is prohibited by law, places where laws and regulations prohibit riding, places on land or in buildings owned or controlled by third parties other than the rental and return locations, where parking and stopping, etc. are prohibited by the owners or managers of the land or building, places where the parking space obstructs the passage of pedestrians, automobiles or other vehicles, or other locations where it is reasonably considered inappropriate for parking and stopping, etc. (hereinafter collectively referred to as "no-stopping/parking zones").
- (6) Do not ride recklessly (e.g., with one hand) or under the influence of alcohol.
- (7) Ride in clothing suitable for driving an electric scooter.
- (8) Do not engage in any conduct that disturbs the passage of pedestrians, automobiles, or other vehicles.
- (9) Always maintain the remaining battery capacity of the smartphone on which the Dedicated App for the Service is installed during the use of scooter and ensure that the smartphone is in a communication-enabled state.
- (10) Do not damage, disassemble, or modify the electric scooter.
- (11) Do not ride on a damaged electric scooter.
- (12) Do not use the electric scooter for any test or competition, towing, or pushing.
- (13) Do not occupy a particular electric scooter for an extended period in a manner that deviates from the purpose of sharing the electric scooter.
- (14) Do not unlock or lock the electric scooter by any means other than those prescribed by the Renter.
- (15) No more than one person may ride a single electric scooter at the same time.
- (16) Do not ride the electric scooter if you have any physical or health concerns.
- (17) To follow other instructions on how to ride the electric scooter and use the Service as displayed on the Renter's website or Dedicated App.

Chapter 4: Return

Article 1. Rentee's Responsibility for Return

The Rentee shall return the electric scooter to the designated place or port at the expiration of the rental period.

The Rentee shall immediately contact the emergency dial and follow the instructions of the emergency dial if the Rentee is unable to return the electric scooter at the expiration of the rental period due to a natural disaster or other force majeure.

Article 2. Checking, etc., of Electric Scooter

The Rentee shall return the electric scooter in the condition in which it was delivered, except for deterioration and wear due to normal use.

When returning the electric scooter, the Rentee shall make sure that there are no articles left behind on the scooter, and the Renter shall not be responsible for keeping any articles left behind after the return of the scooter.

If damage to the scooter is found after its return in the case of a non-face-to-face return, the Rentee shall promptly pay the Renter the cost of restoring the scooter to its original condition. In such cases, the Renter shall provide the Rentee with evidence of the damage.

Article 3. Measures Taken in the Event of No Returning Electric Scooter

The Renter shall implement the necessary measures to locate the electric scooter, in addition to legal proceedings, such as filing a criminal complaint, if any of the following apply to the Rentee.

- (1) The Rentee does not respond to the Renter's request for the return of the scooter despite the expiration of the rental period.
- (2) When the Rentee's whereabouts are unknown, or the scooter is deemed to be non-refundable.

If any of the items in the preceding paragraph applies, the Renter may collect the electric scooter after notifying the Rentee of its intention to cancel the Rental Agreement. The Rentee shall not object to the collection of the electric scooter. The Rentee shall not object to the collection of the electric scooter and promises that no legal proceedings shall be taken against the Rentee.

In the event that the preceding paragraph applies, the Renter shall charge the Rentee for the costs incurred in searching for and retrieving the Rentee and the electric scooter.

If the Rentee, in violation of these Terms and Conditions, stops or parks the electric scooter being used in no-stopping/parking zones, or if the Renter deems that the electric scooter has been left unattended, the Rentee shall immediately move the electric scooter out of the no-stopping/parking zones, retrieve the removed electric scooter or take other measures in accordance with the Renter's instructions. The Renter shall take such measures as moving the electric scooter out of the no-stopping/parking zones or collecting the removed electric scooter. The Rentee shall immediately report the violation to the police for processing in accordance with applicable laws and regulations if an abandoned vehicle identification tag is attached to the electric scooter during the use of the scooter.

The Rentee shall not make any objection to the Renter with respect to the action taken in the preceding paragraph. In addition to the penalty fee stipulated in the Terms and Conditions, any and all expenses incurred by the Renter in connection with such action (including fees for removal work incurred when the electric scooter is picked up, fees for the use of a paid car parking or bicycle parking lot, fines or penalties due to parking violations, etc.) and any other usage fees incurred until the electric scooter is returned to the Renter in accordance with the Terms and Conditions. The Rentee agrees that the Renter may settle the amount specified in this paragraph by credit card payment or by any other method prescribed by the Renter.

Chapter 5: Measures in Case of Breakdowns, Accidents, or Thefts

Article 1: Malfunction of Electric Scooter and Dead Battery

If the Rentee discovers any abnormality, malfunction, or breakdown while using the electric scooter, the Rentee shall immediately stop operation, call Customer Support, and follow their instructions.

If the Rentee discovers any damage, poor maintenance, or other defects in the electric scooter (hereinafter referred to as "damage, etc."), the Rentee shall immediately notify the Renter and also stop using the electric scooter in question. The Renter shall suspend the use of said electric scooter or take other measures as necessary, and the Rentee shall comply with the Renter's instructions. In the event that the Renter deems it impossible to continue the use of the electric scooter and instructs the Rentee to discontinue the use of the electric scooter, the use of the electric scooter shall be terminated, and the Rentee shall pay the rental fee corresponding to the period up to such time. The Rentee shall pay the usage fee corresponding to the period up to that time.

The Renter may determine that the intentional or negligent act of the Rentee caused damage to the electric scooter. In that case, the Rentee shall, in addition to the penalty provided for in these Terms and Conditions, compensate the Renter for all expenses incurred by the Renter in connection with such act (including the cost to collect and repair the electric scooter) and for all other damages incurred by the Renter. In addition, the Rentee shall compensate the Renter for any and all costs incurred by the Renter in connection with such conduct (including the cost of collecting and repairing the electric scooter), the amount equivalent to lost profits during the period the Renter was unable to rent the electric scooter, and any other damages incurred by the Renter. The Rentee shall agree that the Renter may settle the amount specified in this paragraph by credit card or by any other method prescribed by the Renter.

The period of use shall not be terminated even if the battery power of the electric scooter runs out during the use of the scooter. The Rentee shall pay the usage fee for the period until the return of said electric scooter. The Rentee shall agree that the Renter may settle the amount specified in this paragraph by credit card or by any other method prescribed by the Renter. In such a case, the Rentee shall still move the electric scooter and return it in accordance with the Terms and Conditions. However, in unavoidable cases, the Rentee shall contact the Renter and follow its instructions.

Article 2. Accidents

If an accident occurs during the use of the scooter, the Rentee shall immediately stop using the electric scooter. Regardless of the size of the accident, the Rentee shall take the legally required measures and the following measures.

- (1) Immediately report the circumstances of the accident to the police by telephone (110). In addition, call customer support and the insurance company's emergency number to report the accident and follow their instructions.
- (2) Cooperate with investigations by the Renter and the insurance company with which the Renter has a contract regarding the accident, and submit without delay any documents, etc., required by the Renter and the insurance company.
- (3) When settling or otherwise agreeing with the other party regarding an accident, the Rentee shall obtain the Renter's prior approval.
- (4) In addition to the preceding paragraph, the Rentee shall be responsible for handling and resolving accidents on their own.

The Renter shall advise the Rentee on the handling of the accident and cooperate in its resolution.

Article 3. Unauthorized Use

If the Renter determines that the Rentee is in violation of the Terms and Conditions, or is in possession of the electric scooter for purposes other than use, or is engaging in similar activities, or if the Rentee continues to use the electric scooter and may not properly pay the usage fee to the Renter, taking into consideration the payment status of the usage fee and other circumstances, the Renter may demand that the Rentee return the electric scooter to the Renter, collect the electric scooter, forcibly cancel the membership from the Service, or take any other action against the Rentee. In such cases, the Rentee shall indemnify the Renter for any and all expenses incurred by the Renter in connection with such action, lost profits during the period when the Renter is unable to rent out the electric scooter due to the reasons set forth in this paragraph, and any other damages incurred by the Renter, in addition to the penalty provided in the Terms and Conditions. The Rentee agrees that the Renter may settle the amount specified in this paragraph by credit card or by any other method prescribed by the Renter.

Article 4. Theft

If the electric scooter is stolen or otherwise damaged during use, the Rentee shall take the following measures.

- (1) Immediately call 110 to the nearest police station.
- (2) Immediately report the damage by telephone to customer support and the insurance company's emergency dial and follow their instructions.
- (3) Cooperate with investigations by the Renter and its contracted insurance companies, etc., regarding theft or damage, and submit without delay any documents and others required by the Renter or its insurance company and other entities, if any.
- (4) If the Renter determines that the theft was intentional or negligent on the part of the Rentee, the Rentee shall indemnify the Renter for all expenses incurred by the Renter in connection with the Rentee's act (including the cost of procuring a replacement electric scooter, expenses incurred in searching for the electric scooter, etc.), as well as for any lost profits and any other damages incurred by the Renter during the period the Renter is unable to rent the electric scooter due to the reasons set forth in these Terms and Conditions. The Rentee agrees that the Renter may settle the amount specified in this paragraph by credit card or by any other method prescribed by the Renter.

Article 5. Termination of Rental Agreement due to Inability to Use

If the electric scooter becomes unusable during the rental period due to malfunction, accident, theft, or other reasons (hereinafter referred to as "malfunction, etc."), the Rental Agreement shall be terminated. In the event of a malfunction, etc., caused by reasons attributable to the Rentee, the Rentee shall be responsible for the costs of retrieving and repairing the electric scooter, etc., and the Renter shall not refund the rental fee already received.

The Rentee may terminate the contract by receiving from the Renter a replacement electric scooter or a refund of the rental fee if the malfunction is due to a defect that existed prior to the rental.

The Renter shall refund to the Rentee the balance of the rental fee received, less the rental fee corresponding to the period from the time of the rental to the termination of the Rental Agreement if the breakdown, etc., is caused by reasons not attributable to either the Rentee or the Renter.

The Rentee shall not have any claim against the Renter for any damages arising out of their inability to use

the electric scooter, except for the measures provided in this Article.

Chapter 6: Indemnity and Insurance

Article 1. Indemnification by Renter

If the Rentee causes damage to a third party or the Renter while using the electric scooter, the Rentee shall compensate the Renter for the damage.

The Rentee shall be liable to compensate for any damage caused to a third party or the Renter as a result of the Rentee's violation of these Terms and Conditions or as a result of the use of the Service (including cases where the electric scooter causes damage due to an accident, or damages the rental and return locations or surrounding facilities or equipment, etc., such as equipment installed by the Renter at the said rental and return locations for the purpose of providing the Service).

If the Renter compensates a third party on behalf of the Rentee for any of the damages set forth in the preceding paragraph, the Renter may claim the Rentee.

The Rentee shall immediately notify the Renter of the details of any claim or dispute and handle the claim or dispute at the Rentee's expense and responsibility if the Rentee receives the claim from or has any dispute with other Rentees or any external service providers or third parties in connection with the Rentee's use of the Service. Upon request of the Renter, the Rentee shall report to the Renter the progress and results of the claim or dispute.

If, in connection with the use of the Service by the Rentee, the Renter receives any claim from other Rentees or any external service providers or third parties for infringement of rights or any other reason, the Rentee shall indemnify the Renter for any amount the Renter is forced to pay to such third parties based on the claim.

Article 2. Insurance

The Rentee may use a property insurance policy in the event of an accident.

However, the use of insurance is subject to the condition that it does not violate the prohibited items in the Terms and Conditions. Compensation shall be based on the terms and conditions of the insurance company. In the event that an exemption from liability is applicable, the Renter shall not provide alternative compensation.

Any damage for which insurance benefits are not provided and any damage in excess of the amount of insurance benefits provided for in the preceding paragraph shall be borne by the Rentee.

The Rentee shall immediately reimburse the Renter for the amount paid by the Renter if the Renter has paid the amount of damages to be borne by the Rentee as provided in the preceding paragraph.

The Rentee shall bear any damage equivalent to the insurance deductible.

The amount equivalent to the premium for a property insurance policy is included in the rental fee.

If using the property insurance policy in the event of a traffic accident or theft of the vehicle, the Rentee shall immediately report the accident or theft to the local police or police station and inform the emergency dial of it.

The Rentee's negotiation of a settlement with the other party in the event of an accident is not covered by the property insurance policy. The Rentee shall be responsible for handling the accident and compensating for damages.

Accidental theft is not covered, and the Rentee shall be reimbursed an amount equivalent to restoration to its present condition.

In the event of self-inflicted damage, the Rentee shall reimburse the Renter 100,000 yen as compensation for the total loss of the vehicle.

Chapter 7: Cancellation

Article 1. Cancellation of Rental Agreement

The Renter may cancel the Rental Agreement without any notice or demand and may request the immediate return of the electric scooter if the Rentee violates the Terms and Conditions during the rental period. In such cases, the Renter shall not refund the rental fee already received.

Chapter 8: Privacy Policy

Article 1. The Renter shall collect personal information and usage information on the Rentee (hereinafter referred to as “acquired information”) as important information assets properly and fairly. The Renter shall use, manage, and protect the acquired information appropriately in accordance with the following. Matters not described in this chapter shall be as set forth on the Renter’s website.

Article 2. Purpose of Use of Personal Information and Usage Information

Personal information is “acquired information” as defined in accordance with Article 1. Acquired information includes address, name, telephone number, date of birth, age, gender, email address, driver’s license, personal identification number, credit card, online payment service information, and other information that can identify the specific individual.

Acquired information refers to the following information regarding the use of the electric scooter rental service and any other service operated by the Renter.

Acquired information includes information regarding the content, history, and status of use of the Service, such as the content of the Service used, location information, date and time of use, number of times used, and behavior when using the Service, as well as information regarding payment status related to the Service.

The purposes for which the Renter obtains and uses the information acquired by the Rentee are as follows:

- (1) To provide the Service to the Rentee.
- (2) To verify and screen the Rentee’s identity.
- (3) To compile and analyze the acquired information statistically and create statistical data processed in a form that does not identify or specify individuals.

Article 3. Disclosure of Information Obtained

Upon receiving a request for disclosure of acquired information from the Rentee, the Renter will confirm the identity of the Rentee and respond to the request as soon as reasonably possible.

Article 4. Disclosure of Collected Information to Third Parties

The Renter shall disclose acquired information to third parties in the following cases.

- (1) With the consent of the Rentee.
- (2) In accordance with laws and regulations.
- (3) When it is necessary for the protection of the life, body, or property of an individual, and it is not easy to obtain the consent of the Rentee.
- (4) When it is particularly necessary for the improvement of public health or the sound growth of children, and it is not easy to obtain the consent of the Rentee.
- (5) When it is necessary to cooperate with a national agency, a local government, or an individual or entity entrusted by either a national agency or local government to execute affairs prescribed by law, and obtaining the consent of the Rentee is likely to impede the execution of such affairs.
- (6) In the event of succession of business, including acquired information due to merger, company split, business transfer, or other reasons.
- (7) If the Rentee outsources all or part of the handling of acquired information within the scope necessary to achieve the purpose of use.

Article 5. Indemnification

The Renter shall not be liable for any damage caused by any wrongful act by hackers, etc.

Article 6. Complaint Handling

The Renter shall respond appropriately and promptly to complaints regarding the handling of acquired information.

Article 7. Contact for Inquiries Concerning the Handling of Acquired Information

AD KINTETSU Co., Ltd.

3-10 Ikutamacho, Tennoji-ku, Osaka, Osaka Prefecture

Chapter 9. Miscellaneous Provisions

Article 1. Offsetting

Whenever the Renter owes a monetary obligation to the Rentee under the Terms and Conditions, the Renter may set off such obligation against any monetary obligation owed by the Rentee to the Renter.

Article 2. Late Payment

If the Rentee fails to perform any financial obligation under the Terms and Conditions, the Rentee shall pay to the Renter a late charge at the rate of 14.6% per annum.

Article 3. Terms and Conditions

The Renter reserves the right to revise the Terms and Conditions without notice.

The Renter may revise the Terms and Conditions or detailed regulations or establish separate detailed regulations. In that case, the Renter shall state the revisions on the URL managed by the Renter or on the Dedicated Application.

Article 4. General Compliance

The Rentee shall, at its responsibility, manage and store the information that the Renter has determined to be necessary to authenticate the Rentee's use of the Service (hereinafter referred to as "Account Information"). The Account Information shall not be made available to any third party, nor shall it be loaned, transferred, transferred, renamed, sold, or otherwise dealt with. The Rentee shall be responsible for any damages caused by insufficient control of account information, errors in use, or use by a third party. If the Rentee discovers that their account information has been stolen or used by a third party, the Rentee shall immediately notify the Renter to that effect. The Rentee shall also follow the instructions of the Renter.

The Rentee shall prepare and maintain, at the Rentee's expense and responsibility, a smartphone, computer, software, and other equipment, telecommunication line and other telecommunication environments, etc., necessary to use the Service. The Rentee shall, at its own expense and responsibility, take security measures to prevent computer viruses, unauthorized access, information leaks, etc., depending on the environment in which the Rentee uses the Service. When the Rentee installs the Dedicated App or other software on the Rentee's computer, etc., at the start of use of the Service or during use of the Service, the Rentee shall take sufficient care not to delete or alter any information held by the Rentee or to cause malfunction or damage to the equipment.

In using the Service, the Rentee shall not engage in any of the following acts. In addition, the Rentee shall immediately notify the Renter of any act that falls under any of the following items, whether intentionally or unintentionally.

(1) Any act that infringes on the intellectual property rights, portrait rights, rights to privacy, reputation, or any other rights or interests of the Renter, other Rentees, external service providers, or any other third party (including any act that directly or indirectly causes such infringement)

(2) Any act related to criminal acts or offensive to public order and morals

(3) Violation of laws and regulations or internal rules of industry associations to which the Renter belongs

(4) Falsifying information that may be used in connection with the Service.

(5) Any act that may interfere with the Rentee's operation of the Service

(6) Automatically collecting information from the Renter's website using computer software technology, by whatever name called, such as web scraping, web crawlers, web spiders, etc., for the Renter's mobility-sharing system or website. Any other act that may overload the system or interfere with the stable provision of the Service.

(7) Other acts that the Renter reasonably deems inappropriate.

Article 5. Rentee's Covenants

The Rentee shall ensure that they do not and will not fall under any of the categories of antisocial forces, etc., and will not, by themselves or by using a third party, engage in violent demands, unreasonable demands beyond legal responsibility, threatening words or actions or using violence in connection with transactions, spreading rumors, using deceptive means or using force, damaging the Renter's credibility or obstructing the Renter's business, or any other similar acts.

Article 6. Disclaimer of Warranty and Liability

The Renter does not warrant the availability of electric scooters (including, but not limited to, the existence

or non-existence of available electric scooters and ports, remaining battery capacity, and whether or not the scooters are damaged). The Service is provided on an as-is basis, and the Renter makes no warranty of any kind regarding the Service, including, but not limited to, the implied warranties of fitness for a particular purpose, commercial usefulness, completeness, or continuity.

The Rentee shall be responsible for complying with the Road Traffic Act and other applicable laws and regulations when riding the electric scooter. In the event that the registered user suffers damage due to violation of such regulations, or the Rentee suffers damage as a result of an accident involving the electric scooter (regardless of whether or not such regulations have been violated), the Renter shall not be liable for any loss or damage incurred by the registered user.

Even if the Rentee receives any information from the Renter, directly or indirectly, regarding the Service, the Dedicated App, the Renter's website, other Rentees of the Service, or any other matter, the Renter shall not make any warranty to the Rentee beyond what is provided in the Terms and Conditions. The Service may be linked with external services. However, such linkage is not guaranteed, and the Renter assumes no responsibility for any failure of the Service to link with external services.

In the event that the Service is linked to an external service, the Rentee shall comply with the terms and conditions of the external service at the Rentee's own expense and responsibility, and the Renter shall not be liable for any dispute between the Rentee and the external service provider of the external service.

The Rentee shall investigate, at their responsibility and expense, whether or not the use of the Service violates any laws, regulations, internal rules of any industry organization, etc., applicable to the Rentee. The Renter makes no warranty that the use of the Service by the Rentee will conform to the laws and regulations applicable to the Rentee or the internal rules, etc., of any industry organization.

The Rentee shall be responsible for handling and resolving any transactions, communications, disputes, etc., between the Rentee and any other Rentee, external service providers, or other third parties in connection with the Service, the Dedicated App, or the Renter's website. The Renter shall not be liable for any such matters.

The Renter shall not be liable for any interruption, suspension, termination, unavailability, or modification of the Service by the Renter, deletion or loss of communications, notices, or information of the Rentee; cancellation of the registration of the Rentee for the Service, loss of data or breakdown or damage to equipment due to use of the Service, actions by the Renter against the Rentee pursuant to these Terms and Conditions; or any other damages incurred by the Rentee in connection with the Service. The Renter shall not be liable to compensate the Rentee for any other damages incurred by the Rentee in connection with the Service.

Even if the Dedicated App or the Renter's website provides links to other websites, or even if other websites provide links to the Dedicated App or the Renter's website, the Renter shall not be liable for such other websites or the information obtained from such websites for any reason whatsoever.

Even if the Renter retains communications or notices with the Rentee or other information concerning the Rentee for a certain period for operational purposes, the Renter is under no obligation to retain such information. The Renter may delete such information at any time. The Renter shall not be liable for any damages incurred by the Rentee in connection with the deletion of such information.

In the event that the Renter is liable to the Rentee for damages due to a default under the Terms and Conditions or a tortious act committed in the provision of the Service, the provisions of the preceding paragraphs or any other provisions of the Terms and Conditions exempting the Renter from liability shall not apply. However, in such cases, except in the case of intentional or grossly negligent acts by the Renter, the Renter's liability for damages shall be limited to the total amount of the Service Charges actually received from the Rentee during the past month from the time the cause of damages occurred.

Article 7. Effective Period

The Service Contract shall become effective when the Rentee's registration for the Service is completed. It shall remain in effect between the Renter and the Rentee until the time when the Rentee's registration for the Service is canceled, or the provision of the Service is terminated, whichever occurs first.

Article 8. Consent Jurisdiction

In the event of any dispute concerning rights and obligations under the Terms and Conditions and detailed regulations, the court having jurisdiction over the location of the Renter shall be the sole court of agreed jurisdiction.

Article 9. Consultation and Settlement

In the event that any matter is not provided for in the Terms and Conditions or any question arises concerning the interpretation of the Terms and Conditions, the Renter and the Rentee shall promptly resolve such question through mutual consultation in accordance with the principle of good faith and faith.