

These Terms constitute an agreement between you and the operator of the Cyclocity™-Toyama scheme in relation to your use of Cyclocity™-Toyama bicycles.

The Terms include important conditions that you must comply with when using a Cyclocity™-Toyama bicycle. Please read them carefully.

In particular, please be aware that, as conditions to you use of any Cyclocity™-Toyama bicycle,:

- you must be fifteen (15) years old or over;
- you must check your bicycle before you ride it, especially front and back lighting, day and night;
- you should not carry an umbrella or use a mobile-phone while riding;
- when you ride on the sidewalk unavoidably, you should go on the road side slowly, watching out for pedestrians;
- you should not hire a bicycle in bad weather, or if you feel unwell or are on medication or have consumed alcohol or other intoxicating substances;
- you must return your bicycle promptly after use – you can hire another bicycle if you need one later and you may take advantage of the free use periods as often as you like by using different bicycles;
- charges apply after thirty (30) minutes of use, measured from when you check out the bicycle until you properly check it back in. Please take care to ensure that you ‘click in’ your bicycle and the light changes colour – if you don’t, charges will continue to accrue;
- you should always lock your bicycle when you leave it anywhere except ‘clicked in’ at our bicycle station – you will be liable if your bicycle is stolen;
- for your own safety, it is preferable to wear a helmet; and
- you should always obey the rules of the road and ride responsibly and defensively.

## Cyclocity™-Toyama **Subscriber User Agreement**

By clicking “I ACCEPT”, you have accepted these terms and conditions (the **Terms**) and you have entered into a contract (the **Contract**) with the operator of the Cyclocity™-Toyama scheme, Cyclocity Inc. (**Operator** or **we**), made up of these terms and conditions in relation to the use and handling of the Cyclocity™-Toyama bicycles (the **Bicycles**). You may reject these terms by clicking “I DECLINE” and if you do so, your subscription application will not take effect.

In entering into this Contract, you agree to comply with the terms and conditions described in it, including in relation to use of the Cyclocity™-Toyama member card<sup>(1)</sup> or any other personal card pre-approved by the Operator (the **Card**), the Bicycles and the exclusions and limitations of our liability if you are injured, injure others or damage any property whatsoever while using a Bicycle.

Such Terms are subject to change without prior notice. You will be systematically informed of any modification to these Terms by a display on the station screen and on the website.

**Please carefully read these terms and conditions before you accept them. You may print them if you so wish.**

### **1 IMPORTANT REQUIREMENTS**

#### **About us**

We operate the Bicycle scheme (the “Service”). We regularly maintain and service Bicycles that are made available from Cyclocity™-Toyama stations (the **Stations**). You ‘self-serve’ by selecting and using your membership ID and pass pin or your Card to check-out a Bicycle, and you may check-in a Bicycle, without our intervention or assistance. Your membership ID, membership pin, pass pin and Card are strictly personal.

The Service, within the limits of the number of Bicycles available in each station, is accessible twelve (12) months a year, seven (7) days a week, twenty four (24) hours a day without interruption, except in cases of force majeure or our pronouncement of a total or partial restriction, whether temporary or definitive, on the use of Bicycles in Toyama city. You may only use the Service for a maximum of twenty four (24) consecutive hours (the “Maximum Authorised Period of Use”), within which you undertake to remove and return the bicycle. You hereby accept that any failure to abide by this obligation shall give us the right to debit a flat-rate guarantee fee (the Guarantee Fee) from the user’s credit card or designated account. In the event of a dispute relative to your period of use of the Service (the “Period of Use”), the data issued by the Service’s computer server shall prevail. You undertake to return the bicycle at any time, whenever the Operator or its representatives so request.

We cannot check every Bicycle following it being checked-in and before the Bicycle goes out again. We rely on you to look at the Bicycle to spot defects. Before checking a Bicycle out, you should undertake a basic check that it is in working order, including by checking the Bicycle for defects as described in these Terms.

If you discover a Bicycle is defective, please check out another Bicycle and if possible, report the defective Bicycle by calling Cyclocity™-Toyama support center (the **Support Center**) at 0120-979-496. If you discover a Bicycle is defective while using it, you must stop using it and report the defect to us by calling the Support Center. We may issue another Bicycle to you at the nearest Station, arrange to pick up the defective Bicycle, or provide other services, at our reasonable discretion. If a defect is reported in relation to a Bicycle that is in a bay at a Station, we will promptly

lock that Bicycle down and not make it available for use unless repaired or replaced. We will use our best endeavours to ensure that any defect in any Bicycle is identified as soon as is practicable, whether such defect is discovered by you, others or our own regular inspection of Bicycles.

We reserve the right:

- to refuse the access to the Service to anybody who does not meet the conditions set out herein, without being required to provide any justification in this decision;
- to withdraw, at our own discretion, your Cyclocity™-Toyama member Card and/or the Bicycle you have checked out, in the event of a breach of these terms and conditions of use, or if it can be reasonably be inferred from circumstances that you have failed to fulfil your obligations, including if such failure involves only one such obligation, and we retain the right to seek damages in accordance with existing regulations.

### **About You and Bicycle riding**

You agree and acknowledge that you have **correctly declared your age** and that you are **over fifteen (15) years of age**. If you are under twenty (20) years of age, you confirm that your legal guardian undertakes, under the terms hereof, to accept all liability for any damage caused directly or indirectly by you as a result of the use of the Service.

Bicycle riding is hazardous. You agree that **you**:

- are **fit and have good eyesight**;
- are aware of the potential risks associated when using a Bicycle;
- **will be careful and not cause any danger to you or to third parties**;
- **know how to ride a bicycle properly**;
- **will always follow the road rules**;
- will not use a Bicycle when under the **influence of alcohol or drugs**;
- **will not carry pillion passengers**, whether children or adults, or load (customer and contents of the basket) exceeding one hundred (100) kilograms (manufacturer standards);
- will not use on land or under conditions that are likely to damage the bicycle.

By entering into this Contract you confirm that you are not suffering any medical condition that makes it unsafe for you to use a Bicycle.

You confirm that you know the Japanese Road Rules. The Road Rules are available from the following link: <http://www.npa.go.jp/>. You should read the summary also located on that website, if you cannot remember them.

You shall agree that you will not use the bike in bad weather such as heavy rain, fog, strong wind, thundershower, etc., or if there is snow on road surface or if the road surface is frozen.

You agree **not to use a Bicycle during dangerous weather**, such as torrential rain, fog, high wind or severe lightning storms.

You are **liable for any injury or damage** that you wrongfully cause to other people or to property when you use a Bicycle. Your subscription does not include personal injury insurance or third party property insurance. We shall accept no liability arising from the use to which you put a Bicycle or for the damages that you may cause to yourself or to third parties as a result of your use of a Bicycle.

You agree to provide us with full details of any injury or damage to property or traffic offence committed during your use of a Bicycle as swiftly as possible, and no later than twelve (12) hours following the occurrence of said event by contacting our Support Center, and to cooperate with any investigation by us, any legal authorities or insurers and to provide such further information as may reasonably be required. The Bicycle remains under your liability until such time as it is locked to a Station or handed directly to a representative of the Operator.

You agree that you will **only use the Bicycle for normal commuting or recreational use on paved roads** and in particular that you will not use the Bicycle for racing, trail riding, stunt or trick riding, through water or in any location that is prohibited or a nuisance to others, or to conduct any business.

You agree not to lend, hire or transfer your Card for the use of the Service. You agree not to use your Cyclocity™-Toyama member card, which remains our property, for any other purpose than those set out herein. You agree not to enable any third party to use the Bicycle, which is our property, for free or against consideration.

You agree to **keep your subscriber details up to date** by entering any changes on our internet site [www.cyclocity.jp](http://www.cyclocity.jp). If we know that these details are incorrect at any time you agree that we may cancel your subscription.

You agree that we may suspend or cancel your subscription and or otherwise restrict you from checking-out a Bicycle or from using a Bicycle if we (including any of our employees) at any time become aware of any breach by you of any requirement in this clause 1 (Important Requirements) or have good reason to suspect that you may be about to breach any requirement in this clause 1 (such as attempting to check out a Bicycle while apparently under the influence of alcohol), without prior notice to you and without any liability to pay any type of compensation to you, including but not limited to damages.

### **About the Bicycles**

Only you may use your membership ID and pass pin or your Card to check a Bicycle out and **only you may use a Bicycle that you have checked out**.

Bicycles are offered subject to availability. Bicycles may not be available at particular Stations and there may not be bays available for check-in of Bicycles at your preferred check-in Station.

You will not be charged for the first thirty (30) minutes following the check-out time of the Bicycle. Charges will accrue in blocks of thirty (30) minutes after the first thirty (30) minutes following the check-out time of the Bicycle at the published rates referred to below in the '*About money*' section. You agree to check-in a Bicycle to an available bay at a Station and you are responsible for being aware of any elapsed time. Once you have checked-in a Bicycle, you may then check-out the same or another Bicycle. You may only check-out one Bicycle at a time.

You must **check a Bicycle for defects** when you propose to take it. This includes checking:

- that the saddle, pedals and basket are properly fixed;
- that the bell, brakes and lighting function properly; and
- that the frame and the tyres are in good condition.

A checklist is displayed at each Station and you agree to follow it. If a Bicycle is defective in any way you should not take it and you have to report the defect. You hereby note that the Operator, while it is the designer and owner of the Bicycles, is not the manufacturer thereof and, subsequently, cannot be held liable for any manufacturing faults affecting the Bicycle.

You agree that you will not dismantle, attempt to dismantle or modify all or part of a Bicycle in any way, deface it or attach anything to it. The carrier basket is intended to carry light items only and you agree not to try to carry items in your hands or to place heavy or bulky items in the carrier basket (as these may affect your balance and control).

You must only check a Bicycle into an available bay at a Station.

### **Locks**

Bicycles are supplied with locks and a key to such lock. You must use the lock if you leave the Bicycle unattended at any time while you have it checked out and take the key with you. You are responsible for the key and we may charge you a call out fee to unlock a Bicycle if you lose the key and cannot unlock it, as well as a key repayment fee.

**You are liable and you agree to pay us loss, damage and repair charges if a Bicycle is lost or stolen (even if you locked it) or damaged (other than normal wear and tear) while the Bicycle is checked out to you.** You undertake to inform us as swiftly as possible, and no later than twelve (12) hours following the occurrence of said event. In the case of theft, you also undertake to inform us within hours to register the theft with the police department. In the case of theft, you also undertake to inform us within twenty four (24) hours to register the theft with the police department by submitting the report of the said registration to us. The bicycle shall remain under your full and sole liability until we are supplied with the copy of the police registration form.

### **About money**

You agree that we may charge you subscription fees, overdue fees, cancellation fees, Guarantee Fee, Bicycle loss, damage and repair charges, key loss call out and key replacement fees, and Card replacement charges (all charges being referred to as **Allowed Charges**) in accordance with our published rates, which may be adjusted on 7<sup>th</sup> January of each year.

Notice of rate changes for Allowed Charges will be posted on our internet site [www.cyclocity.jp](http://www.cyclocity.jp) and take effect from the date then posted. We will also email you to notify you of changes to rates.

You authorise us to debit your credit card or nominated account for the subscription charge in advance in relation to your nominated subscription period and by further debit of Allowed Charges properly due and payable by you at any time. In the event that the Service is used many times over the course of the Period of Use, we reserve the right to aggregate the sums payable by you and debit them in one single operation. You can at any time extend your subscription period by following the procedure on our internet site [www.cyclocity.jp](http://www.cyclocity.jp).

If at any time during your nominated subscription period you ask us to cancel your subscription we will do so, but you will not be entitled to a refund of any subscription fees and you may be liable for cancellation fees.

You undertake to inform of any alteration in your relationship with the bank of your nominated account or issuing the credit card you use in connection herewith, that might impact on the performance of the direct debit mandate granted by the said bank.

If your credit card or nominated account does not accept a debit by us of Allowed Charges at any time, we may cancel your subscription and your Contract with us with immediate effect by cancelling your membership ID and pass pin and /or Card and you will not be entitled to a refund of subscription fees. You will remain liable for non-debited Allowed Charges and should settle them within seven (7) days from reception of invoice.

You agree to report any lost or stolen membership ID, membership pin, pass pin or Card as soon as you become aware of that loss or damage.

### **About our use of your personal information**

We undertake to comply with the Japanese legislation in force with respect to the processing and storing of personal and confidential data. Our Privacy Policy is available on our internet site [www.cyclocity.jp](http://www.cyclocity.jp). It sets out important information about how we may collect store and use your personal information. We will not use your personal information to send you any material other than material relevant to the Service and related activities in the City of Toyama, unless you agree otherwise, authorising us to use your personal information for other reasons. You consent to us providing Toyama City Council with details of Bicycle usage that does not identify you by name, and to us passing on your personal details to any new or replacement operator of the Service if we cease to operate the Service.

## **2 YOUR ASSUMPTION OF RISK AND LIMITATION OF OUR LIABILITY**

2.1 You acknowledge that and agree to:

- (i) use a Bicycle at your own risk and as an exercise of your free choice to use a Bicycle
- (ii) comply at all times with your responsibilities stated in clause 1 above and to take all due care in inspecting a Bicycle and in using a Bicycle
- (iii) understand that bicycling is a hazardous activity involving risks to you and others including bodily injury and death and damages which may arise from such bodily injury and death
- (iv) understand that helmets do not eliminate the risk of injury in the event of an accident
- (v) you are fully and solely liable for the damage caused by the use made of the Service throughout its Period of Use, including when the Period of Use exceeds the Maximum Authorised Period of Use, when you return the bicycle late.
- (vi) You are liable, if you allow another person to use a Bicycle in breach of your responsibilities stated in clause 1 above, in relation to any use by that other person and that the indemnity that you give us in clause 2.6 below will operate and you will be liable to us in relation to any use by that person of a Bicycle while checked out to you.

2.2 Nothing in these Terms excludes, restricts or modifies any condition, warranty, right or remedy implied or imposed by any statute or regulation which cannot lawfully be excluded, restricted or modified, which statutes and regulations include corresponding provisions of Japanese legislation containing implied terms and warranties which operate to protect the purchasers of goods and services in various circumstances. Subject to the last sentence, all

express or implied representations, conditions, warranties and provisions whether based in statute, common law or otherwise, relating to provision of products and services pursuant to or as contemplated by these Terms that are not contained in these Terms are excluded to the extent permitted by law.

- 2.3 If any condition or warranty is implied into these Terms under the Japanese legislation and cannot be excluded, and Operator is permitted by law to limit your remedies for a breach of any such condition or warranty, the liability of Operator for breach of that condition or warranty is limited, at Operator's absolute discretion, to one or more of the following: in the case of products, to: replacement of the products or supply of equivalent products, repair of the products; payment of the cost of replacing the products or of acquiring equivalent products; or payment of the cost of having the products repaired; and in the case of services, to: supply of the services again; or payment of the cost of having the services supplied again. This clause 2.3 is also subject to clause 2.4.
- 2.4 To the extent permitted by relevant law, Operator limits its liability for death or personal injury in relation to supply of the Bicycles to ten million Japanese Yens (JPY10,000,000-) per occurrence, except the case of operator, its representative or the user's intent or gross negligence.
- 2.5 Subject to clauses 2.2, 2.3 and 2.4 and to the extent permitted by law, Operator excludes liability and will not be responsible for loss or damage arising from your failure to comply with any law or your failure to comply with all of the requirements stated in clause 1 above.
- 2.6 Subject to clauses 2.2, 2.3, 2.4 and 2.5 and to the extent permitted by law, you irrevocably release and discharge each of Operator and Operator's related corporations, Operator's and its related corporation's directors, officers, employees, agents and sub-contractors, Toyama City Council and Toyama City Council's employees, agents and sub-contractors, from and indemnify each of them against loss or expense (including solicitor-client legal costs) or damages arising out of conduct of defence or award or judgement of or in relation to any claim, action, demand or proceeding (including those arising from negligence or other tortious act or omission by any person indemnified, but only to the extent this indemnity is permitted by law) relating to or arising out of your use of a Bicycle or your inability to use a Bicycle, including but not limited to any injury to people or damage to property suffered by any person (including you and any third party) when you use a Bicycle. You give this release and indemnity on your own behalf and on behalf of your legal guardians (if applicable) and your executors, administrators and assigns. This indemnity survives termination or expiration of this Contract for any reason and continues to operate for so long as any claim that is the subject of this indemnity may be brought in any jurisdiction.

### **3 LAW AND JURISDICTION**

- 3.1 These Terms are governed by the Japanese laws. In the event both parties fail to reach an out-of-court settlement, you agree to the exclusive jurisdiction of the Tokyo District Court in respect of these Terms and any legal proceedings arising out of your use of a Bicycle.

### **4 ACCEPTANCE OF AGREEMENT AND TERMS AND CONDITIONS BY RIDER**

You acknowledge that you have carefully read these Terms and agree to these Terms.

**I ACCEPT**

**I DECLINE**

(1) only available for Teiki subscription plans