

Nikko Kyodo Center Rental Bicycle Agreement

<Table of Contents

1. Application for use
2. Use of personal information
3. Usage Fees
4. Period of use
5. Terms of Use
6. Return address
7. Bicycle failure
8. Bicycle theft or loss
9. Accident
10. Lost or damaged keys
11. Prohibitions
12. Changes to Terms of Use, etc.
13. Withdrawal of Use
14. Late fee
15. Court of Jurisdiction

This bicycle rental service is operated and managed by Yachiyo Engineering Co. These Terms of Use stipulate the items to be observed by the customer (hereinafter referred to as "the user") when using this rental bicycle. By using this rental bicycle, you agree to abide by these terms and conditions. Any matter not stipulated in these terms and conditions shall be governed by law or common custom.

1. Application for use

Applications for use may be made by any of the following methods

- ① Application at our office
- ② Telephone Reservations
- ③ WEB Reservation Site

Please fill out the "Bicycle Rental Agreement and Consent Form" and present it together with proof of identification (passport, driver's license, insurance card, etc.) at the time of the rental procedure.

In addition, false information on the application form may result in denial of use.

For reservations, please contact us as soon as possible for changes or cancellations. Please note that we may cancel your reservation if the user does not start using after the scheduled time.

2. Use of Personal Information

Personal information obtained by us in connection with the use of the Service shall be handled in accordance with the mekke Nikko Kyodo Center Privacy Policy (<https://airrsv.net/mekke-nikko/policy/privacyPolicy/>), which we have established separately.

3. Usage fees

Fees for use shall be as shown in the Appendix (Fee Schedule).

The fee for the scheduled time will be settled at the time of rental, and the excess fee will be settled at the time of return.

4. Period of Use

In principle, the rental period is from 9:00 a.m. to 5:00 p.m. on the day of the rental. (*In principle, we do not lend out items on consecutive days.) If you return the item after 17:00 on the day of the rental, you will be charged 1,000 yen per hour, or 2,000 yen per day if you return the item the following day or later.

In addition, if we deem an action to be malicious, such as the return of an item long overdue without notification, we may take measures such as submitting a damage report to the police department with jurisdiction.

5. Terms of Use

Both lending and returning must be done during business hours (during the time specified at the time of application). Those who are eligible to use the service must have no problem with driving ability for the use of the service.

Clothing that the Company deems inappropriate for driving (e.g., kimonos, geta, etc.) are not permitted. We cannot rent more than one bicycle to a single person at the same time.

In accordance with the Tochigi Prefecture Ordinance on the Promotion of Safe and Proper Bicycle

Use (effective April 1, 2022), it is obligation to make the best efforts to wear a helmet when riding a bicycle. We strongly recommend that you wear a helmet when riding a bicycle.

*When borrowing a bicycle, please receive an instruction on how to use the bicycle and an explanation of the pre-ride inspection.

6. Return address

Be sure to return the rental bicycle to the place where you received it.

Additional fees shall be charged for pickup at locations other than the return location.

7. Bicycle failure

If the bicycle is failure or damaged during the rental period, please contact us as soon as possible. We will replace the bicycle free of charge within the rental period. If all bicycles are on loan, if you decide to cancel your use, or if the failure or damage is caused by us, we will refund the rental fee at a later date.

Under no circumstances will we bear the cost of repairing the bicycle if the user repairs it himself/herself without our prior consent.

In the event of a failure or damage to the bicycle due to the user's negligence, the actual cost of repair shall, in principle, be charged. An invoice will be sent to the address provided on the application form at a later date.

Even if the user or a third party suffers damage as a result of a failure of the bicycle, we will not be liable for any loss or damage, except in cases where such damage is caused by us.

8. Bicycle theft or loss

If the bicycle is stolen or lost during the rental period, please contact us immediately. If the bicycle is stolen or lost due to circumstances attributable to the user, such as being left unlocked, the user may be charged for the amount of damages. Even if the bicycle is returned after the damage fee has been received, such fee will not be refunded.

If a user leaves a bicycle in a prohibited area and it is removed, the user is responsible for returning it, and the user is responsible for all costs associated with the return.

9. Accident

we shall not be liable for any damages incurred by the user due to accidents, theft, etc. by third parties encountered during the period of use. In the event that a user is involved in an accident during the period of use, the user shall immediately report the accident to the police station or take other measures required by Japanese law, and report to the Company the date, time, location, cause, and circumstances of the accident. In addition, please submit without delay any documents or evidence required by the Company or the insurance company designated by the Company regarding the said accident.

In the event that settlement etc. regarding an accident is necessary, please do so at your own risk. Notwithstanding the above, in the event that we are forced to pay damages to a third party, including cases in which we have suffered damages, we may claim compensation from the user.

10. Lost or damaged keys

If you lose or damage a bicycle key, a replacement fee of 1,000 yen shall be charged. Please be sure to lock the bicycle when parking it, even if only for a short time.

11. Prohibitions

Users shall not engage in the following activities

- ① Drinking alcohol, reckless driving, or other acts that violate traffic laws
- ② Using at hazardous locations or other inappropriate locations
- ③ Parking bicycles in areas that obstruct pedestrian and bicycle traffic
- ④ Any Modifications for the bicycle
- ⑤ Continuing to ride the bicycle in case of any abnormality (such as a flat tire) is detected during operation.
- ⑥ Allowing a person other than the applicant to use the service.
- ⑦ Other acts in violation of laws, regulations, and rules

12. Changes to Terms of Use, etc.

Please note that these terms and conditions, holidays, business hours, and services are subject to change without notice.

13. Withdrawal of use

If a user violates the Terms of Use, the use of the bicycle will be cancelled and the bicycle shall be returned immediately, even during the rental period.

In the event that the Company or a third party suffers damages as a result of a violation of the Terms of Use, the Company may demand compensation from the user for such damages.

14. Late fee

In the event that a user fails to fulfill his/her financial obligations under these Terms and Conditions, the user shall pay to the Company a late payment charge at the rate of 14.6% per annum (calculated on a daily basis over 365 days per year).

15. Court of jurisdiction

The Tokyo District Court shall have exclusive jurisdiction over any disputes regarding rights and obligations under these Terms and Conditions.

Effective date: November 1, 2023

Privacy Policy

(hereinafter referred to as "Yachiyo Engineering") complies with the Personal Information Protection Law and other related laws and regulations.

- We will take necessary and appropriate measures for the safe management of personal information, including the prevention of loss, destruction, falsification, and leakage of personal information handled.
- Personal information obtained will be used only within the scope of the purposes of use specified below.
- We will continuously review and improve our management system to protect personal information.

1. Purpose of use of personal information

We collect and use users' personal information for the following purposes

- ① To screen users for use of this service
- ② For analysis and statistics related to our business activities and market research
- ③ To communicate with the user during the user's use of the service

2. Provision of Personal Information to Third Parties

1. We will not provide personal data acquired by us to third parties without the consent of the individual concerned, except in the cases described in Section 2 of this Article.
2. We may disclose or provide personal information in the following cases
 - (i) When the user has given his/her consent
 - (ii) When personal information is shared with business partners to the extent necessary to achieve the purpose of use that has been clearly indicated to the user.
 - (iii) When disclosure is requested by a court, public prosecutor's office, police department, bar association, or other organization with equivalent authority in accordance with laws and regulations.
 - (iv) When there is a justifiable reason as stipulated by other laws and regulations, etc.

3. Management of personal information

We manage personal information appropriately.

4. Response to requests for disclosure or deletion of personal information

We will disclose personal information in our possession upon request.

In the event that a user claims that the personal information disclosed is not accurate, we will use appropriate methods to verify the information and, if necessary, if the user violates the Terms of Use, we will cancel the use of the bicycle and require the user to promptly return the bicycle, even during the rental period.

In addition, if we or a third party suffers damage due to a violation of the Terms of Use, the Company may demand compensation from the user.