

Article 1 (General Provisions)

These terms and conditions (hereinafter referred to as “this term” or “this provision”) determine the contents of this Rental Contract (hereinafter referred to as “this contract”) related to bicycles for rent (hereinafter referred to as “the rental bike”) managed by ZuttoRide Sharing (hereinafter referred to as “the Company”), concluded with a person renting the rental bike (hereafter “the User”) of the Company. Other items which are not determined in these terms shall be handled according to the laws and common practices.

Article 2 (Reservations)

1. Applications for reservations

(1) The User shall agree to pay the regulated price which is determined by the company, and be able to apply for a reservation via the Website`s Webform of the company after confirming the contents of the application which means the rental bike`s model which the User has chosen, start date/time and return date/time of rental service, delivery location, rider of the rental bike, whether optional accessories are required or not, such as helmets and other items, and other terms (hereafter “Rental Terms”).

(2) The Company shall respond to the reservation request from the User within the range of the rental bike stock owned by the Company. The User shall pay the rental fee regulated by the Company unless there is some special permission from the Company.

(3) Please present your identity verification document with a photo of your face when renting the rental bike. For long-term rentals (a rental period of more than one week), please pay the deposit amount which corresponds to the retail price of the rental bike.

Bike retail price range	Under ¥ 50,000	¥ 50,000~ ¥ 150,000	¥ 150,000~ ¥ 300,000	¥ 300,000~ ¥ 500,000	¥ 500,000~ ¥ 1,000,000	¥ 1,000,000~ ¥ 1,500,000
Deposit(DP)	¥ 10,000	¥ 30,000	¥ 50,000	¥ 100,000	¥ 200,000	¥ 300,000

(4) For Users who have the intention to use the rental bike for competition/event use, carrying the rental bike in a bike bag(“rinko”), or regardless of the rental period, the Company will ask for the deposit payment specified in item(3) above.

(5)The User cannot rent the rental bike when no ID is presented or the ID is expired.

2. Reservation change

The User must obtain the Company's consent when he/she intends to change the rental conditions.

3. Reservation cancellation

(1) The User and the Company will conclude this contract by applying for bike rental via Web before the start date of rental service and time which was defined in Item (1) Paragraph 1 of this Article, and the Company will send a booking confirmation email to the User then the Rental Contract shall be concluded.

(2) The User or the Company may cancel the reservation by sending the notification to the other party by email or phone.

(3) When the reservation is canceled for personal reasons, the User shall pay the cancellation fee to the Company. After the cancellation fee is paid, the Company shall return the received application(rental) fee for the reservation to the User.

*Cancellation fee

[For regular rentals]

On-the-day cancellation - 100% of the Rental Fee

Previous-day cancellation - 50% of the Rental Fee

[For subscriber-type rentals]

Cancel 2 weeks in advance: 1 month's rental fee

Cancel 1 week in advance: 3 months' rental fees

Cancel 6 days or less before the rental period: 6 months' rental fees

(In case the cancellation is due to bad weather, the cancellation fee will not be charged. The definition of bad weather includes when there is a weather warning/alert or warning about rain, snow, wind, lightning, or fog around the delivery area 3 hours before the rental starts on the day of rental)

(4) In case the reservation is canceled due to the reason of the Company side, the Company shall return the received rental fee to the User.

(5) The User or the Company, unless terms and conditions are settled in this or later articles, shall not make any claims to the other party that the reservation was canceled, or the Rental Contract was not concluded.

4. Replacement of rental bike

(1) In case the Company couldn't afford to lend the rental bike to the User due to the required condition of the rental bike model or accessories (hereinafter referred to as "required condition") the Company shall promptly notify the User of this situation.

(2) In case the Company can lend the other bike that differs from the required condition of the User, the Company will offer the other rental bike (hereinafter referred to as "replacement rental bike") to the User.

(3) In case the User refuses the offer from the Company such as described in Paragraph 2 of Article 4, this reservation shall be determined as a canceled request of reservation and the previous terms described in Paragraph 4 of Article 3 shall be applied to this case.

Article 3 (Lending)

1. Conclusion of Rental Contract

(1) The User shall confirm the rental fee described in the Website of the Company and the terms and conditions which have been described in this Rental Contract, and the Rental Contract shall be concluded between the Company and the User after the Company replies via Email to the reservation application from the User.

(2) The User or the rider shall observe the rules and duties settled for bike riders when concluding this Rental Contract.

(3) The Company has the right to record the name, address, telephone number, and other information of the User at the point of conclusion of this Rental Contract and request the User to submit a copy of the User's ID such as driver's license or passport, residence card (for foreigners who live in Japan), "My number card" or Health Insurance card.

(4) If the User does not have an emergency contact number, the Company cannot conclude the Rental Contract with the User.

(5) The Company has the right to ask the User or the Rider to inform emergency contacts when concluding the Rental Contract.

(6) The Company will specify the payment methods to the User such as credit card or cash when concluding the Rental Contract.

(7) When the User or the Rider has not followed the terms and conditions of this Rental Contract, the Company has the right to refuse to conclude the Rental Contract and cancel the reservation request. In that case, Article 2.3.5 shall be applied to the rental fees and other stipulated conditions.

(8) When the User plans to use the rental bike for competition/event use, carrying it in a bike bag(“rinko”), or a prior declaration to the Company is mandatory before the rental application. If the rental bike is used for those purposes without declaration in advance, the Company will charge business compensation to the User based on either Article 4.3 or Article 6.2.4.

2. Refusal to lend the rental bike

(1) In case the User or the Rider (hereinafter referred to as “they”) corresponded to the following conditions the Company has the right to refuse the conclusion of the Rental Contract and cancel the reservation request.

- In case their height wasn't suitable for the required height for riding the rental bike.
- In case the User`s application information and the information contained in the User`s ID are different (However, this case does not apply when the User prepaid a 50% deposit of the regular price of the rental bike).
- In case the User had been overdue rental fees or hadn't paid the repair cost in the past.
- In case they are considered to be under the influence of alcohol.
- In case they show drug addiction symptoms for narcotics, heroin, or thinners.
- In case they have a breach record against the Rental Contract in the past rental service related to the Company or the Company`s group company.
- In case their actions were a breach of this Rental Contract.
- In case there were some other cases considered to be inappropriate by the Company.

(2) In case the User or the Rider is a member of an anti-social group, such as an organized crime organization, organized crime-related organization, “Sokaiya” (professional racketeers), an organized crime organization under the guise of a social movement, an organized crime organization under the guise of a political movement, a crime syndicate, or their directors, executive officers or other persons are effectively managing their organization, or constituent members are anti-social influences, the Company may cancel the Rental Contract without any notification.

(3) If the User or the Rider performs any of the following acts either by themselves or through a third party, the Company may cancel the Rental Contract without informing them.

- In case the User uses threatening words or actions against others or uses violence against others.
- In case the User conducts an action of obstruction against the business or causes a loss of trust of other parties through the use of deception or coercion.

(4) In case the Company cancels the Contract based on the stipulation of these terms and even if this action of the Company causes damage to the User or the Rider, the Company shall not be required to provide any compensation. However, if the cancellation causes damage to the Company, the User or the Rider shall provide compensation for such damage.

(5) Notwithstanding the preceding paragraph, the Company may refuse to conclude a Rental Contract and cancel the reservation in the following cases as well.

In case there are no rental bikes to lend to the User.

(6) In case the Company refuses the conclusion of the Rental Contract based on the previous paragraph, Article 2.3.5 shall be applied to the reservation application fees.

3. Conclusion of the Rental Contract

(1) The Rental Contract shall be concluded when the User applies for a rental request through the Website of the Company and the Company will send back the booking confirmation email to the User after the rental bike (including rental accessories of the rental bike) is handed over to the User.

(2) The handover of the rental bike in the previous paragraph shall be conducted at the rental start date/time and bike handover spot which is mentioned in Paragraph 1 of Article 2.

4. Rental Fees

(1) Rental fees shall include the total amount of the fees described as follows, and the Company shall specify each amount of the fee and each reference on the Website of the Company.

- Basic rental fee(charge)
- Fees for optional bike ride items
- Other fees

(2) In case the Company revised the rental fees after the completion of the reservation referred to as Paragraph 1 of Article 2, the User shall pay either the lower fee which was applied at the point of completion of the reservation or the fee at the point of handover of the rental bike.

5. Changing rental condition

In case the User intends to change the rental condition after concluding the Rental Contract which was stipulated in Article 3.1.1 the User must gain consent from the Company.

6. Inspection and maintenance

(1) The Company shall inspect the rental bike before lending it to the User and perform all necessary maintenance.

(2) The User or the Rider shall confirm that there are no maintenance problems with the rental bike and that it meets the rental conditions when lending it.

Article 4 (Usage)

1. Administrative responsibilities of the User

The User or the Rider shall use and store the rental bike from the handover and return of the Rental bike (hereinafter referred to as “during rental use”) with the care of a good administrator.

2. Prohibited actions

The User or the Rider shall not perform any of the following actions during rental use;

- To use the rental bike for other than the designated purpose of the use or allow other people, except the Rider which is described in Article 2 to use it.
- To use a rental bike which is a breach of law or statutes and standards of public decency, such as double riding(two-person riding).
on a bike or riding with even more people).
- Change the original form of the rental bike by improvements or modifications.
- Remove the rear wheel when carrying the rental bike in a bag(“rinko”).
- Bring the rental bike inside the airplane(including “rinko” condition).
- To use the rental bike at various tests or race trials (e.g. using the rental bike other than the public roads, such as circuit tracks or unpaved roads) without receiving permission from the Company.
- To use the rental bike for competition/event use, or carrying it in a bike bag(“rinko”) without a prior declaration to the Company.

- Carry out the rental bike outside of Japan.
- To use for delivery services
- To use the rental bike for other actions that breach the Rental Conditions of Article 3.

3. Compensation

In case the User conducted any of these prohibited activities as mentioned in Paragraph 2 of this Article (which is a breach of this Rental Contract) and as a result, the rental bike became unable to be used due to a breakdown caused by accident, fault, or damage, the User shall pay all the actual repair costs plus the following compensation amount for the Company's business regardless of the extent of the damage or time required for repair;

In case the rental bike is returned in rideable(able to cycle) condition: 20,000 yen/day per bike (excluding tax)

In case the rental bike is returned in damaged(unable to cycle) condition: 50,000 yen/day per bike (excluding tax)

If the User cannot return the rental bike to the Company, the User must compensate the same amount as the rental bike`s market-selling price (manufacturer's suggested retail price) to the Company.

4. Measures against abandoned rental bike

(1) In case the User or the Rider parks or abandons the rental bike in a parking prohibited area and causes removal of the rental bike by the area`s administration, the User must compensate those fees to the Company such as additional storage cost of the rental bike, additional rental fee until the return of the rental bike, or compensations for other damages.

(2) In case the User or the Rider did not conduct any procedures to return the rental bike, and if the Company bears the costs (hereinafter referred to as "search cost") which includes searching cost for the missing rental bike or bears the cost (hereinafter referred to as "bike management cost") which includes the cost for transfer, store, or pick up the rental bike instead of the User, the User or the Rider must pay the following costs to the Company until the specified date settled by the Company;

- Cost for returning the removed or abandoned rental bike
- Search cost and bike management cost

Article 5 (Return)

1. Responsibility of the User to return the rental bike

(1) The User must return the rental bike to the specified location before the expiration of the rental period.

(2) In case the User cannot return the rental bike during the rental period due to a natural disaster or other force majeure, the User must promptly contact the Company and follow their instructions.

2. Inspection of the returned rental bike

(1) The User shall return the rental bike with attendance of the Company or other party as a consignee of the Company and return the rental bike in the same condition as it was handed over at first to the User excluding ordinary deterioration cases such as wear and tear due to ordinary use of the rental bike. The User can return the rental bike without the attendance of the Company only when the User gains special permission from the Company. Although in case the User rides the rental bike more than 500km within a month, the Company will consider such use as "non-ordinary use" of the rental bike and the User shall be charged the replacement cost of a tire, brake pads, brake shoe, chain, sprocket, and other parts.

(2) The User shall return the rental bike after confirming that there were no remaining items of the User or the Rider or the passenger on the rental bike. The Company shall not bear any responsibilities for storing the remaining items after the return of the rental

bike.

3. Returning timing of the rental bike

(1) In case the User extends the rental period based on Article 3.4.2, the User shall pay the rental fee corresponding to the rental period after the extension.

(2) In case the User returns the rental bike after exceeding the rental period and without gaining permission from the Company, the User shall pay a penalty charge which will be double the exceeded fee for the exceeded time plus the fee described in the previous paragraph.

4. Returning place of the rental bike

(1) In case the User changes the settled returning place based on the rental contract without consulting the Company, the User shall bear the transport cost that the Company expensed to pick up the rental bike (hereafter "Transport Cost").

(2) In case the User returns the rental bike to a place other than the settled returning place without gaining approval from the Company, they shall pay a penalty charge which will be double the forwarding cost.

5. Measures for unreturned rental bike

(1) The Company shall take legal actions in cases such as legal procedures, and criminal prosecution as well as taking any measures to locate the location of the missing rental bike if the case applies to the following cases;

- In case the User refuses to return the rental bike to the Company after the rental period has expired.
- In case the User refuses to return the rental bike after the conclusion that the User had made a breach which is stipulated in Paragraph 2 of Article 7.
- In case the User's location is uncertain or it is clear that the possibility of the return of the rental bike is very low.

(2) If the User's case applies to the previous paragraph, the User must pay the costs to the Company which the Company expensed for the search and pick up the missing rental bike.

6. Contract of registration and use of the User's information

(1) The User or the Rider regarded as already agreed to register their personal information to the Company's rental service database of CycleTrip BASE(which the Company operates) such as name, date of birth, driver's license number, passport number, and my number card's number and other information based on the objective fact of the Rental Contract regardless of the provisions related to the handling of personal information in this Rental Contract.

Article 6 (Measures against fault, accident, and theft)

1. Rental bike accidents

In case the User or the Rider finds an error or fault with the rental bike, they shall immediately discontinue using it, immediately contact the Company, and follow their instructions.

2. Accidents

(1) In case the User or the Rider encounters some accidents while using the rental bike shall immediately discontinue using it and regardless of the level of the accidents, they shall take all legal measures as well as measures determined as follows;

- Report the accident condition immediately to the police and the Company and follow their instructions.
- When the User or the Rider receives instruction(as a successive action from the previous item) to repair the rental bike, this repair shall be performed at the Company or a shop specified by the Company.
- To cooperate with the Company or the insurance company with which the Company associates and submit the necessary documents to the Company to the insurance company without any delay. The User or the Rider needs the Company's approval before they will negotiate or make a contract with the opposite party.

(2) The User or the Rider shall handle and make a solution for the accident at their responsibility as an addition to the previous paragraph.

(3) The Company shall advise and cooperate with the User or the Rider to solve the accidents. The Company will not be blamed for any responsibility for accidents, injuries, or other troubles that occurred during the rental period.

(4) In case an accident, fault, or damage occurs and the rental bike cannot be used, the Company may receive the following amount from the User or the Rider as business compensation during the repairment period of the rental bike regardless of the extent of the damage or time required for repair;

In case the rental bike is returned in rideable(able to cycle) condition: 8,000 yen/day per bike (excluding tax)

In case the rental bike is returned in damaged(unable to cycle)condition: 10,000 yen/day per bike (excluding tax)

3. Theft

If the User or the Rider encountered robbery/theft of the rental bike during the rental period, they shall take measurements such as follows;

- In case the rental bike has been lost or stolen, the User or the Rider shall compensate the amount of the rental bike`s manufacturer's desired retail price to the Company.
- Promptly report this case to the nearest police station.
- Promptly report the damage conditions and other things to the Company and follow their instructions.

4. Termination of the Rental Contract due to the unavailability of the rental bike

(1) In case the Rental bike became unable to be used due to fault, accident, theft, or some other reason during the rental period (hereinafter referred to as "faults") the Rental Contract shall terminate.

(2) The User or the Ride shall bear the costs required for the collection and repair of the rental bike in case they caused those events which were described in the previous paragraph, and the Company will not return the received rental fee from the User or the Rider. However, this measurement will not be applied in case the faults occur due to the reasons determined in Item (3) or (5) of the following sentence.

(3) In case the faults were due to the existing flaws of the rental bike before lending, the User can receive the provision of a "replacement rental bike" from the Company. The requirements for receiving the replacement rental bike shall apply to the provision of Paragraph 4 of Article 2.

(4) In case the User refuses to accept the provision of a Replacement Rental bike of the previous item, the Company shall return the full received rental fee to the User. The same measurements shall be applied when the Company is unable to provide a Replacement Rental Bike to the User.

(5) In case the reason for faults could be attributed neither to the User, Rider, or the Company, the Company shall deduct the rental fee corresponding to the day of rental until the end of the Rental Contract from the received rental fee and return the remaining

balance to the User.

(6) The User or the Rider may not make any compensation claim against the Company for the occurred loss or damage due to the impossibility of renting the rental bike excluding cases and measures determined at the previous items in this article.

Article 7 (Compensation and reimbursement)

1. Reimburse or business compensation from the User

(1) In case the User or the Rider caused damage to a third party or the Company during the rental period, they shall compensate for such damage by themselves. However, this case would not apply when this event was attributable to the Company.

(2) In case the damage caused to the Company described in the previous item was attributable to the User or the Rider and as a result, the rental bike broke down by damage or dirt, they must pay the compensation to the Company.

2. Cancellation of Rental Contract

In case the User or the Rider breaches this Rental Contract during the rental period, the Company may cancel the Rental Contract without any notification or warning and may promptly request to return the rental bike to the User or collect the rental bike by the Company itself. In such case, the Company would not return the received rental fee to the User.

3. Consent of termination

(1) The User may cancel the Rental Contract after gaining approval from the Company even during the rental period. In such case, the Company shall deduct the rental fee corresponding to the period from the day of rental until the day of return from the received rental fee, and return the remaining balance to the User. This fee shall not be returned only if the cancellation was conducted within 24 hours or the rental fee is settled with a special price such as a monthly rental fee.

(2) In case the User conducted the cancellation described in the previous paragraph, they shall pay the following cancellation charges to the Company.

Cancelation fees = { (Basic fees corresponding to the planned rental period) - (Basic fees corresponding to the period from the rental until return) } × 50%

4. Purpose of using personal information

(1) The User (including the person who is planning to apply for the Rental Contract) and the Rider shall agree that the Company may use the personal information of the User or the Rider for the following purposes. The Company may also record the contents of conversations with the User to confirm the accuracy of the contents of the discussion or notification which had been made to the Company by the User.

- In order to confirm or inspect the identification of the User or the Rider.
- There is some possibility that the personal information of the User may be disclosed and provided to the third party to which the Company has made consignment of operations within a range necessary of this Rental Contract.
- In order to provide information from the Company to the User such as bikes, insurance, or other products and services of the Company or events and promotional campaigns to the User or the Rider via sending printed advertisements or email.
- In order to carry out questionnaire surveys to the User or the Rider for product developments or improvements in customer satisfaction.
- In order to gain location information, running routes (hereinafter referred to as "locational information") to provide this service which had been gained from the GPS program which is installed on the device of rental bikes.
- In order to make statistical data, in a form that the User's individual information cannot be identified, analyze it.

• In case some other usage objectives of personal information had not been clarified in the previous items, the Company shall disclose the objectives to the User.

(2) In case the User's personal information such as residential address or contact information such as email or phone number changes during the rental period, please contact the Company as soon as possible to inform them of the changes.

Article 8 (Miscellaneous provisions)

1. Offset

In case the Company makes the User assume debts based on this provision, the Company may offset the debts that the Company owes the User if any.

2. Consumption tax

The User shall pay consumption tax to the Company for each transaction that is based on this provision.

3. Delinquency charges

In case the User, the Rider, or the Company fails to perform their financial obligations based on this provision, they shall pay delinquency charges equivalent to a rate of 14.6% per annum to the opposite party.

4. Governing law

(1) The governing law of this provision is the law of Japan.

(2) In case there are discrepancies between the Japanese language contract and the English language contract, the Japanese contract shall take priority.

5. Terms of use

(1) The Company may revise the Rental Contract without any notice or may determine separate provisions for the Rental Contract.

(2) In case the Company revised or settled separate provisions for the Rental Contract, this information shall be described in the pamphlets issued by the Company, the fee structure table, and the Company's Website. In case the Company amended those provisions again, the same measurements will be conducted.

6. Court of jurisdiction

In case a dispute occurs related to this Rental Contract and provisions rights and duties, this dispute shall be settled by a Court of first exclusive jurisdiction in the area where the Company is located.

(This Rental Contract is current as of July 1, 2018)

(This Rental Contract was revised on October 1, 2019)

(This Rental Contract was revised on November 1, 2020)

(This Rental Contract was revised on January 1, 2021)

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