

## O'PAL Rental Bicycle Terms of Use

These Terms and Conditions govern your use of our rental bicycles. Please agree to the following before using and enjoying our bicycles.

### 1. Reservations and Applications

Please make reservations in advance by phone or other means. Reservations must be made at least one day in advance (excluding days O'PAL is closed). Please visit our facility during our business hours and fill out the application form. At that time, please show us your identification (driver's license, insurance card, student ID, passport, or other document that confirms your name and address). The rental fee is calculated on a per-day basis. Please note that even if your rental period commences in the afternoon, you will be charged for one day.

\*Your personal information will not be used for any purpose other than for our bicycle rental business and for emergency contact in case of accidents.

### 2. Usage fees

Please refer to our website for usage fees. Please pay in advance based on the number of rental days and type of bicycle used.

### 3. Bicycle rental

A staff member will explain how to use the bicycle before your departure. Please inspect the features of the bicycle (•brakes •handles •gears •tire pressure •saddle height, etc.) together with the staff member.

### 4. Bicycle Return

Bicycles must be returned to O'PAL during the business hours specified at the time of application. If you are unable to return the bicycle during business hours, you will be charged an extension fee of 1,000 yen for 60 minutes (tax not included). In the unlikely event that you wish to return the bicycle to a location other than O'PAL, you will be charged for the actual cost of transporting the bicycle. The basic fee is 3000 yen + 100 yen per km round trip distance required for collection (excluding tax).

## 5. Accidents

In the event of an accident during the rental period, the customer shall immediately notify O'PAL of the date, time, location, cause, and circumstances of the accident, and if necessary, take the steps required by law, such as contacting the police. We assume no responsibility for any accidents.

## 6. Malfunction or damage of bicycle

If the bicycle is broken or damaged during the rental period, please contact us as soon as possible. If you repair the bicycle yourself at a bicycle shop or other facility without our prior consent, we will not bear the cost of repair. However, we will bear the cost of repairing a flat tire only if you contact us before repairing the bicycle and we approve the repair. If the bicycle is broken or damaged due to use outside the scope of utilization (as stipulated in the Terms and Conditions), O'PAL will, in principle, charge the actual cost of repairing the bicycle. In the event that O'PAL becomes unable to rent out the bicycle due to breakdowns or repairs caused by usage outside the scope of utilization (as stipulated in the Terms and Conditions), the customer may be asked to pay for the period of time that rental service is not available. O'PAL shall not be liable to the customer or any third party for any damage, such as schedule delays or missed trains, caused by the breakdown of the bicycle or other reasons. If a customer suffers damage due to a malfunction of the rental bicycle at the fault of O'PAL, O'PAL will compensate the customer for the damage within the scope of the liability insurance purchased by O'PAL.

## 7. Bicycle theft or loss

If your bicycle is lost or stolen during the rental period, please notify us immediately. If the bicycle is stolen or lost due to circumstances attributable to the customer, such as leaving the bicycle unlocked, the customer will be charged the actual cost of the bicycle. Furthermore, if the bicycle is moved or stored in an area where it is prohibited to be left unattended, the customer will be responsible for all costs incurred to have the bicycle returned.

## 8. Lost or damaged bike lock/key

If a bicycle lock or key is lost or damaged, a replacement fee of 1,500 yen (excluding tax) will be charged.

## 9. Regarding use outside the scope of utilization

When using the rental bicycles, please do not engage in any of the following activities. The following acts are considered out of the scope of utilization. O'PAL assumes no responsibility for accidents, breakdowns, or damage that occur as a result of use outside the scope of utilization. Furthermore, insurance cannot be applied in such an instance.

- (1) Riding while or after consuming alcohol or taking strong medication
- (2) Riding in violation of traffic laws
- (3) Riding on non-paved roads such as lakeshores, mountain trails, riverbeds, stairs, etc.
- (4) Riding between sunset and sunrise
- (5) Reckless or dangerous driving
- (6) Problems resulting from operator error
- (7) Parking bicycles in areas where leaving bicycles unattended is prohibited or in places that obstruct pedestrian or bicycle traffic
- (8) Riding with modifications to bicycles or equipment
- (9) Continued operation of the bicycle after a flat tire or other bicycle abnormality is detected
- (10) Riding by a third party other than the applicant listed on the application form
- (11) Other riding that could be perceived as offensive or disturbing to the public

#### 10. Refusal of Bicycle Rental

We reserve the right to refuse the rental of bicycles in the following cases.

- (1) When it is determined that the applicant may use the bicycle outside the scope of utilization
- (2) When it is determined that the applicant belongs to an organization related to organized crime groups, related persons, or other antisocial forces
- (3) When the rental period is during bad weather conditions such as storms, etc., or when such conditions are predicted
- (4) When O'PAL otherwise deems it inappropriate

#### 11. Cancellation of reservations

- (1) If you wish to cancel a reservation, please contact us as soon as possible. Cancellation fee is not required if you contact us by 6:00 p.m. the day before the reservation (or by 6:00 p.m. two days before if the facility is closed the day before). If you cancel on the day of the reservation, you will be charged 100% of the fee.

(2) If you are going to be late for your reserved time, please contact us before the start of your reservation. If there is no prior notice and 60 minutes elapse from the reserved time, the reservation will be automatically cancelled and a cancellation fee (100% of the usage fee) will be charged.

#### 12. Other

If any matter arises that is not covered by the Terms of Service, the customer and O'PAL shall consult with each other in good faith and endeavor to resolve the matter.

O'PAL OPTEX Co., Ltd.

Hours: 9:30 a.m. – 5:30 p.m. Closed Thursdays

Tel: 077-579-7111