

Agreement for Members

Article 1. Qualification

1. A member is the one who desires to utilize the website and application (SKY CAR SHARE and abbreviated as our services) for terminal communication, accepts the agreement for being SKY CAR SHARE's member (Abbreviated as the agreement) in order to gain access to both aforementioned services via the internet. (Both the website and application are run by SERIAS which is abbreviated as our company) and eventually is approved by our company as one of the members.
2. A member who accepts the agreement will utilize and obey our services.
3. Each service among our services, as long as the extra agreement is attached, a member will utilize and obey the agreement and the extra one. Besides, provided that there is something in the agreement different from the extra one, something in the extra agreement will be prioritized first.
4. A member is not qualified to lend, transfer, sell and pawn his or her membership.

Article 2. Modification of the Agreement

It is possible for the agreement to be modified provided that our company fully comprehends the modifications as well as the date. During the modification, whether service charge and everything regarding our services will be modified depends on the modified agreement.

Article 3. Joining us

1. To become a member, the agreement is supposed to be accepted, the required documents should be submitted to our company and the procedures for application are required to be followed.
2. Only adult is qualified to be a member.
3. A corporation (corporate organization is included) is not qualified to be a member.
4. No matter whether in the past used to or currently get involved in either a gang or similar organization (Called anti-social organization below) are not qualified to be a member.
5. A holder of one of the following driving licenses is qualified to be a member. (Driving license approved by commission on public security for large, middle-sized, normal and driving license approved by commission on public security for large (B type), middle-sized (B type), normal car) (According to the Art. 84. Law for Road and Traffic)
6. Our company, No.2 through 6, still holds the right to reject the applicant who may not fit our service. Under such circumstance, the reason won't be provided by our company.

Article 4. Regarding our Service

For our cars based on the agreement for sharing a car, a member and an owner will take the right and responsibility for the car purchase cost and the maintenance fee together. It is the service for a user who utilizes a car owned by a car owner for the purpose of mainly satisfying himself or herself. The cars utilized together by plural users are called our cars.

Article 5. Our rules

Our role Although we introduce the members to share the car with each other using the service, we will not be a party to the shared use of the car or a party to the joint use contract.

Article 6. Owner registration of cars,

1. A member of the Company who attempts to jointly use a vehicle owned by him self-employed using the Service must register and provide it as a holder in accordance with the procedures prescribed by the Company (hereinafter referred to as the "Holder").
2. The holder shall not register or provide the following vehicles with the Service: However, this does not apply if the Company specifically approves it.
 - a. Anything other than private vehicles (Article 78 of the Road Transport Act)
 - b. In the vehicle registration number mark (Article 11 of the Road Transport Vehicle Act), as an Arabic number referred to in Article 13, Paragraph 1, Paragraph 2 of the Automobile Registration Regulation, "3, 30 to 39 and 300 to 399" or "5, 7, 50-59, 70-79, 500-599 and 700-799"
 - c. The hiragana or Roman alphabet in Article 13, Paragraph 1, Item 3 of the Automobile Registration Regulations, or the letter "Wa わ" or "Re れ" is displayed.
 - d. Anything other than a self-owned car
 - e. More than the number specified by the Company
 - f. Unauthorized modifications
 - g. Things that may not be able to operate safely
 - h. Damaged or pollution.
 - i. Those that are prohibited from joint use or operation by law or contract, etc.
 - j. Other things deemed inappropriate by the Company
3. Regardless of the preceding paragraph d, the Company may approve the registration or provision of the Service for vehicles owned by third parties other than the holder, which meet all of the following conditions: However, the Company may, at its discretion, revoke its approval at any time.
 - a. If the owner is a relative of two parents, etc. of the holder, or a person who reserves ownership for the security of a monetary consumption loan to the holder, or a person who has received the transfer of ownership for collateral.

- b. The Holder submits to us when the Company requests a written statement prepared by the owner to the effect that he/she agrees to use the Service to make joint use of the Service.
4. If, pursuant to the preceding paragraph, it is authorized to register or provide to the Service, the Holder may no longer meet the conditions set forth in paragraph a, or if the Owner has revoked his/her consent to joint use of the Service. We will immediately report to the Company and cease to register or provide such vehicles to the Service. In addition, if the Company cancels approval, the Holder shall cease to register or provide such vehicle with the Service.

Article 7 Procedures for Joint Use, etc.

1. When a Member intends to use the Vehicle jointly, a candidate (hereinafter referred to as a "candidate") shall be referred to as a joint use candidate in accordance with the procedures prescribed by the Company. and make a request to the holder in accordance with the procedures prescribed by the Company.
2. If the Member does not inform LINE@ of the delivery place, the time, etc. at the time of booking, the member will be treated as a cancellation. For cancellations, 100% of cancellation charges will be charged 3 days prior to the scheduled start date. In addition, we cannot provide a refund if you do not contact us three days in advance.
3. Holders may approve a request if they receive a request from a candidate. Such request shall be confirmed by the owner's approval. If the Holder does not approve the request within the time frame specified by the Company, the request will automatically be voided retroactively at the time of the request.
4. If the request is confirmed, the holder and the candidate (including subsequent co-users) The Company shall communicate with each other, enter into a joint use agreement, and jointly use the Vehicle. The Member who jointly uses the Vehicle with the holder in accordance with the joint use agreement is referred to as the "joint user".
5. The Member shall have a validity period of six months or more for the Joint Use Agreement and shall not enter into a joint use agreement of less than six months. In addition, the Member shall make arrangements in advance to deal with damages arising in the event of an accident or other trouble in the joint use agreement.
6. The Holder shall set a joint fee that exceeds the maximum amount set by the Company, or shall not charge the co-user.
7. In the case of a valid joint use agreement between the Holder and the Co-User, the co-user shall apply for individual use in accordance with the procedures prescribed by the Company, and shall, when the Holder accepts the application, will contact the Holder as appropriate and use the Vehicle.

8. The Holder and the co-owner upon joint use of the car ,when the secondary driver resides provided for in the other party (the following Article key to transfer other occasions, including the sub-driver. The following shall apply in this Article The same shall apply. Check visually original driver's license, to confirm that the name and address, of the other party disclosed though the service. In addition, the holder shall confirm that the other party has the right to drive the car legally when the driver's license is visually checked on the original of the driver's license.
9. When the driver's license is confirmed in conformity with the preceding paragraph, the holder, the co-owner and co-driver shall issue a copy of the driver's license to the other party if requested.
10. Under this section article 4, obligations this membership became co user serving other present members of the sub-driver, in use of the car, which is imposed on co-user by paragraph 9 from this Article paragraph 5 shall apply mutatis mutandis.
11. Co-user, the time to be driving this car in the sub-driver, after receipt of a property from the secondary driver of the car shall not be.

Article 9. Information provision

1. The company ask the member for information on the use of the service (including the contents of the joint use contract, the matters concerning the management of the car, and the basis for setting the joint use fee) as necessary. We can request offer, and we can ask for presentation of documents (including contact, documents which become the basis of setting of the fee for common use).
2. If the Company makes the request set forth in the preceding paragraph, the main member shall, within 3 days (within the relevant period if the the Company separate time limit), You must providing information and submitting materials.

Article 10. Communication terminal and ID, password

1. The main member is a transmission terminal such as a mobile phone terminal or the like that records authentication data provided by the Company (hereinafter referred to as "communication terminal", and an IC card such as a SIM card is required for the transmission terminal to communicate. In such cases, the IC card, etc. is also included), and shall bear ID, and the management responsibility of the password itself.
2. The primary member shall not allow the third party to use the transmission terminal, ID and password, or lend, assign, trade, property, etc. while keeping membership status.
3. The responsibility for damages due to inadequate management of transmission terminals, IDs and passwords, errors in use, and the Company assumes no responsibility.

4. If the member recognize the ID or password to a third party, or if there is a possibility that the transmission terminal will be used by a third party, the member will immediately notify that effect and if there is the instructions from the company.

Article 11. About main member description information

1. Main member descriptive information means all information described by the main member within the service. The person who describes this member's account shall be entirely responsible for the information describing this member. The primary member can not specify information that falls under any of the following.
 - a. Something that is not true
 - b. Impairing the honor or credibility of others
 - c. Containing indecent expressions or nude images
 - d. Fraudulent, false, deceptive or misleading
 - e. Promoting discrimination, prejudice, racial discrimination, hatred, harassment or infringement against individuals or groups
 - f. Those that are violent or threatening behavior against others
 - g. Infringes patent rights, utility model rights design rights, trademark rights, copyrights, portrait rights and other third party rights
 - h. Including computer viruses
 - i. Seeking heterosexuality
 - j. Respond to requests for cross-sex relationship
 - k. Mediating information about heterosexuality
 - l. It is against public order and morals
 - m. Those that violate the law or promote actions that violate the law
 - n. Links to sites other than our recognized sites, URLs
 - o. Contains information about third party individuals (except for secondary drivers)
 - p. Others judged by the company as inappropriate
2. The company shall be able to delete the member description information if the member descriptive information violates the terms and if the other company deems in appropriate.
3. The company shall be able to use the member description information without charge for copying or other means in order to provide or promote the use of the service.

Article 12. about personal information

1. Those who intend to become a full member need to register the information prescribed by the company with the company.

2. The member's nickname, information on where the vehicle holder is stored by the owner, and other items announced by the company on the service for which the vehicle is subject to disclosure will be disclosed to the service for a specified period of time.
3. In addition to the information in the preceding paragraph, the company shall decide on the service the matters to be notified that the name, address, telephone number of the main member and other party of sending and receiving the claim will be displayed. The request has been confirmed. The period is displayed to the other party.
4. The company shall be able to use the personal information of the member for the following purposes. In addition, through this service, the company obtain location information of the main member's transmission terminal (including OBD-II terminal).
 - a. Car navigation, traffic information, parking lot information and other information provision service, system utilization services, games, auctions, shopping malls, for provision of content.
 - b. For the sales, solicitation, trading, or service provision of products of the company and third parties (including travel, insurance and other financial products, the same shall apply hereinafter).
 - c. For the advertisement or promotion (including sending of direct mail and sending of electronic mail) of products of the company and third parties.
 - d. Service charge, for billing calculation
 - e. For identity verification, authentication service
 - f. For after-sales service, inquiries, complaints
 - g. For the implementation of the questionnaire
 - h. Sweepstakes, for the implementation of the campaign
 - i. To provide affiliate and point service
 - j. For research, statistics and analysis of marketing data
 - k. For the provision of payment services and logistics services
 - l. New services, for developing new functions
 - m. For posting of the member's description information
5. The company shall be able to provide the personal information of the primary member to a third party, as defined below.
 - a. With the consent of the main member
 - b. If the court, public prosecutor's office, police department, tax office, bar association, or an organization with the authority to comply with these requests disclosure
 - c. In the case of disclosing to financial institution, a credit card company, a collection agency company, or other business operators performing settlement or agency services in order to settle the service fee and other money that the member should pay to the company.

- d. When outsourcing all or part of the work performed by the company to a third party
 - e. In the case of disclosure to persons obligated to maintain confidentiality with the company
 - f. Where necessary to exercise our rights
 - g. In case of transferring to business successor at the time of business succession by merger, business transfer or other reasons
 - h. If permitted by the personal information protection act or other laws and regulations
6. The company shall be able to send E-mail and other advertising materials to the member for the purpose of advertising or advertising by a third party, and the member shall accept in advance.
7. The primary member shall not engage in any act in violation of the personal information Protection act.

Article 13. violations of the membership Rules

1. If the primary member falls under any of the following items, the company shall not allow the use of the service for the period specified by the company or may cancel the membership status of the primary member. However, even in this case, the money (including service fee) received by the company shall not be returned.
 - a. If personal information registration in applying for membership registration and personal information change after becoming a main member, there is a false or incorrect content in the contents, or there is a duplicate membership registration
 - b. When 1 year or more has passed without using this service
 - c. If the company determines that it has unduly harmed another main member or a third party
 - d. In case of an accident concerning this car
 - e. If the company determines that it has an inappropriate relationship with antisocial forces
 - f. In the event of a breach of these terms
 - g. In the case of violating the road traffic act, the road transportation act, or other laws, or promoting actions in violation of the laws
 - h. If you do not follow our warning or improvement request
 - i. Other cases where the company deems inappropriate as a main member
2. A main member whose membership has been withdrawn by the company can not be re-introduced.
3. The company will not compensate for any damages caused to our members by our actions.

Article 14. condition of service provision

1. The company may suspend or charge the service for maintenance, etc. without notifying the member.

2. Automobiles, insurance, equipment, transmission means, etc. necessary for using the service shall be provided at the expense of the member and at their own risk.
3. The company do not guarantee that this service will not be interrupted, terminated or otherwise impaired.
4. The company provide this service we provide in the BASIS, the service does not guarantee that there is no defect in it and this service to work properly.
5. Due to radio wave conditions, functional limitations of transmission terminals, settings and other circumstances, this service may not be available.

Article 15. Prohibited matters

The main member shall not perform the following acts.

- a. This service (including applications provided by our company), servers owned by our company and information generated by them, decipherment, analysis, decompilation, disassembly or reverse engineering of communication contents etc.
- b. Unlawfully or improperly collect, disclose or otherwise use personal information of other main members or main account description information
- c. Impersonate other individuals or groups, or unfairly appear to be related to other individuals or groups
- d. Try to obtain other main members' ID and password
- e. Send inappropriate data such as spam emails, chain emails, viruses etc.
- f. Use this service using automated means such as bots
- g. Use the service for the purpose of changing or interfering with it
- h. Use bugs or malfunction of this service
- i. Acting fraudulently
- j. Others deemed inappropriate by the company

Article 16. Payment

1. The co-owner shall pay the co-use fee and the cancellation fee to the holder based on the co-use agreement.
2. The joint user shall grant the company the right to pay back the joint use contract, and withdraw the grant of such a right unless approved by the company. Shall not be able to the company shall acquire reimbursement rights to co-users when making a repayment.
3. The joint user shall not pay the holder unless the company refuses to pay the advance payment, and even if the joint payment is made directly, the company will pay the holder you are obligated to pay the amount to us.
4. The main member accepts the following matters.

- a. To obtain prior reimbursement rights co-users by guaranteeing payment to the holder of the sharing fee and cancellation fee under the sharing agreement.
- b. Co- user, regardless of the provisions of the membership agreement and other regulations of the credit card used for the settlement, the company will, prior recourse set forth in the preceding item, treated as a payment claims against the co-user
5. The holder shall pay the company a service fee and other fees separately determined by the company by the date specified by the company separately.
6. If the company approves the application for reimbursement from a joint user, the financial institution that the holder designates by the date separately determined by the company the balance amount obtained by subtracting the service fee from the joint use fee it shall be reimbursed by the method of transferring money to the account. The transfer fee will be borne by the holder.
7. The company shall not be liable for any damages or disadvantages caused by the holder's erroneous designation of a financial institution account as a transfer destination.
8. The Company shall be able to offset the service fee that the Company should pay to the holder and the claims that the Company has against the holder, regardless of whether it is before or after the end of the payment period.
9. If the member does not pay the debt to the company by the date specified by the company, he / she will pay the company a delay loss of 14.6% a year from the day after the payment date.

Article 17. Rejection of Payment

1. Company, regardless of the preceding article, if the following was true in each item, and shall be able to reject the advances payment of the co-use fee or cancellation fee. In addition, if the joint use fee or cancellation fee has already been paid, the Company may request the holder to return the paid joint use fee and cancellation fee.
 - a. When the agreement on the joint use agreement between the holder and the joint user or the use of the individual car is canceled, canceled, or invalidated (however, cancellation fees that have occurred are canceled or invalidated) This issue does not apply except in case.)
 - b. If the holder and the co-owner agree not to use the Service but to use a joint use contract or a separate car.
 - c. If the Company has not approved the application for the copayment of the co-user
 - d. If the settlement for the sharing fee or the cancellation fee is made in the name of a person other than the co-user
 - e. When the joint user or the credit card holder does not remember the joint use contract of the car to be settled or the agreement on the use of the individual car, and offers a difference such as a difference in the amount of money

- f. When the holder did not keep a record of the agreement on the joint use contract of the car or the use of the individual car subject to settlement, or upon the submission of documents related to the transaction based on the record If not
 - g. In the case of receiving a request such as payment refusal / payment repayment for the sharing fee or cancellation fee from the co-user or the holder of the credit card
 - h. If a credit card is used fraudulently
 - i. If the Company deems that there is a real lack of agreement on the joint use agreement between the holder and the co-owner or the use of the individual car
 - j. If the Company determines that the joint use agreement between the holder and the co-owner or the agreement on the use of the individual car is incorrect.
 - k. If the Member violates the Terms and Conditions
 - l. Other If the Company determines to be inappropriate
2. In the case of the preceding paragraph, the holder shall directly charge the joint use fee and the cancellation fee to the joint user.
 3. Even if the company holds a payment, no interest will be accrued.

Article 18. coupon

1. Coupon means a coupon that can be used for sharing fee or cancellation fee in this service.
2. The main member can not make the coupon available to other users or other third parties, or lend, transfer, buy or sell, etc.
3. The term of validity of the coupon shall be the term designated by the Company, and if the term of validity has passed, the unused coupons shall expire.
4. Notwithstanding the preceding paragraph, if the main member loses membership, unused coupons shall also expire.

Article 19. Content license terms and condition

1. The Member shall be able to use the content of the Service only within the scope defined by the Company by connecting it to the facility designated by the Company through the telecommunication line.
2. The right to all content provided by our company in this service belongs to our company or the right holder who has licensed the delivery of content to us or cosigned the delivery of content to us. It does not apply or license the utility model right, the knowhow and other intellectual property rights.
3. The Primary Member may not copy, transmit, assign, lend, translate, adapt or otherwise use the content delivered in the Service in any way.
4. The main member can not re-license the content of the service.

5. License of the content of this service is non-exclusive.
6. The Company may change the term of validity of the right to use each content.
7. If the main member loses membership due to withdrawal, etc., the right to use the content of the main member shall also be lost.

Article 20. Our responsibility

1. The Company shall not be liable for the completeness, accuracy, certainty, usefulness, etc. of the content of the Service, and the content and information obtained by the Member through the Service.
2. A joint use agreement or an agreement on the use of the individual car is only established between the holder and the co-owner, and the company assumes no responsibility for the success or failure of the agreement or the rights or obligations under the agreement.
3. We do not take any responsibility for any matters concerning this car.
4. We do not take any responsibility for any matters concerning holders, co-users and co-drivers.
5. Main members should use this service within the scope of the law. Even if the Member touches laws in Japan or foreign countries in connection with the use of the Service, the Company assumes no responsibility.
6. If the Company's liability does not stipulate in the Terms and Conditions, and if any damage is caused to the Member due to reasons attributable to the Company, the Company shall compensate up to 10,000 yen.
7. The Company will compensate for any damage caused to the Member due to the Company's intentional or gross negligence.
8. The Company will not be aware of any troubles that have occurred between the Member or between the Member and a third party regarding the Service. Therefore, these problems will be discussed between the parties and resolved through lawsuits.
9. If the Company encounters a problem, it shall be able to request the Main Member to explain the circumstances, and in this case, the Member shall immediately explain to the Company in the manner designated by the Company (the Company When we ask for it, we shall attach necessary documents). In this case, the expenses for the explanation of the circumstances shall be borne by the member himself.

Article 21. Change of registration items

1. If there is any change in the registration items, this member shall promptly notify the Company in the procedure defined by the Company. In the absence of this notification, the Company shall be able to be treated as having no change of registration matters.

2. members, if you did not notify the company that it has changed the registration matters, you may not be able to use this service.

Article 22. Notice from the company

Notification from the company performs upon notice how it or our sending a mail to the mobile phone number and email address registered in the company using the functions of the services provided, usually notification function of email or Services It is assumed that it reached when it should reach.

Article 23. Service abolition

The Company shall be discontinued at any time this service at the Company's convenience.

Article 24. Unsubscribe

1. A member may withdraw from the membership in accordance with the procedures set forth by the Company.
2. The Company shall not return the money (including service charges) received by the Company even if the Member leaves the membership.

Article 25. Governing law

Governing Law relating to the service other Terms will be the laws of Japan.

The Tokyo District Court will be the exclusive jurisdiction court of the first trial if a lawsuit is filed between the member and the Company regarding this service.

Article 26.

1. In the case of main membership registration, we promise that we do not use swindling, violent acts, or threatening words to your executives or employees using themselves or a third party. Such as ①Gangsters, gangsters, those who have not been 5 years since they were no longer gangsters, gangsters associate members, gangsters related companies, general assembly houses, etc. marked by social movements such as bogor or special intelligence violence groups, etc. ②Person who uses gangsters for oneself or third party. ③A person who is involved in providing funds, etc. or providing convenience for gang members etc. ④Person whose management is controlled by gang members etc.⑤Persons who are substantially involved in business management.⑥A person not applicable who has a relationship or other close relationship that should be socially criticized with gangsters, etc.⑦All current and future contracts between me and your company do not promote or contribute to the operation of antisocial forces.

2. If you violate the above 1 commitment and the 2 cancellation obligation, we will not give an objection even if you cancel the part or all of the target contract immediately, and we will compensate for your damage caused by the cancellation and it does not do that claims to your company for the damage.