

## Public bicycle rental system - Terms of Service

### 1. Services

The Service is an automated point-to-point bike rental service (the 'Service') provided by Giant Manufacturing Corporation Ltd. (the 'Company') under license from the city and county authorities concerned to establish and operate bike rental stations. In addition to the bike rental service with which you registered in this county and city, you may also use the services of compatible systems in other areas agreed by the Company.

### 2. Membership definitions and registration methods

(1) Member: Refers to people who use this service for a longer period of time after registration at the official website, service centers or Kiosks (automatic service machines), and mobile application.

(2) One-time renter: Refers to people who use this service for a shorter period of time after registration at a Kiosk using their credit card or mobile phone.

### 3. Requirements for registration and specifications on the use of personal information

#### (1) Categories of personal information collection

i. In accordance with the provisions on the 'specific purposes and personal information categories of the Personal Information Protection Act' the categories of your personal information provided to the Company when using the Service include: surname and given name, mobile telephone number, email address, credit card number, and electronic ticket number.

ii. If you provide false, incomplete, or wrong information, The Company reserves the right to suspend or terminate your access to all or part of the Service.

#### (2) Time limitations on the use of personal data

i. The data are stored for a specific number of days.

ii. The period of storing the data follows the provisions of relevant laws and regulations (such as the Business Accounting Law) or depends on operational needs or is determined by the provisions regarding storage of personal data in an individual contract (whichever is the longest in duration).

#### (3) Area of use for these personal data: Taiwan area.

#### (4) The purpose of use of personal data

i. In accordance with the provisions on the specific purposes and personal information categories of the Personal Information Protection Act' the purposes of using your personal information include: (069) for contracts, or relationships similar to a contract, or other legal relations; (063) the collection, processing, and use of personal information as set forth in the law by parties other than government agencies; (090) management of and service to consumers and customers; (135) information and communication services; (136) information and communication and database management; (137) information security and management, (157) surveys, statistics, research and analysis

ii. You are aware that when using this service, the personal information that you provided to the Company as described in the first paragraph, will be used internally by the Company, competent authorities, affiliated companies and partners within the scope of the specific purposes set forth in the previous paragraphs.

iii. Regarding searching, reading or deleting the personal data collected and stored by this service, you may, unless otherwise provided by law, apply to the Company to:

I. Search or request access to your personal data.

II. Request a copy of your personal data.

III. Request to add or correct your personal data.

IV. Request to stop the collection, use or processing of your personal data.

V. Request deletion of your personal data.

#### (5) Obligations when using the electronic ticket

After completing the Service's registration process, applicants are required to maintain the confidentiality and safety of the electronic ticket and the electronic purse. You also agree to the following:

- i. It is not allowed to obtain an electronic ticket card number through theft, fraud or other improper means.
- ii. In the event that your electronic ticket or electronic wallet has been stolen, or any other breach of security occurs, you must immediately notify the Company.
- iii. After each ride the public bike must be parked in a parking dock of the service system, and you must verify proper return and pay the fee using your electronic card or credit card.

#### (6) Protection of Children and Adolescents

If you are an incapacitated person or minor as set forth in the provisions of the Civil Code, in addition to compliance with the preceding paragraphs, your parents (or guardians) should read, understand and agree to all the terms of the contents of this service, before using or continuing to use the Service. When you use or continue to use the service, it is presumed that your parents (or guardians) have read, understood and agree to be bound by these terms of service.

#### 4. Using the service and riding precautions

(1) You fully understand and agree that registration and payment of the fee are for the application to use the Service, and they are not meant to guarantee the use of the Service. As this Service concerns a public facility used by the public, the Company does not warrant that the user can rent a bike each time (i.e. a public bike being available for rental) or rent a bike (i.e. an empty parking dock being available); you agree that if such events occur you shall absorb losses or damages. The only warranty which the Company makes is, through the use of a management system and a mathematical analysis model, to allocate dedicated bikes and personnel to distribute bikes, to achieve the optimal allocation of vehicles and parking docks. If there is no empty parking available at your chosen station at the time of returning the bike, you may use the time-extension functionality on the homepage of the Kiosk: By inputting your bike number, you will be given at least 30 minutes of extra time free of charge to return your bike. You may use the search function of the Kiosk to find the nearest station with an empty parking dock, or wait at the station where you are.

(2) The membership is effective from the day when your application for registration has been completed, until occurrence of the events described in article 6 of these Terms, or the termination date of the Service in the event that the competent authorities decide to cease providing this Service.

(3) The specifications of the rental bikes provided under this service are suitable for persons taller than 140 cm (4 foot 7") and shorter than 190 cm (6 foot 3"). If persons whose body height falls outside of these norms use this Service and an accident occurs, the Company will not accept any liability.

#### (4) The user's compliance obligations and commitments

You undertake that you will not use this Service for illegal purposes in illegal ways. You also undertake to abide by the Republic of China's regulations regarding cycling on public roads, to follow good conduct for cyclists as promoted by the government, and to not cause inconvenience to other road users. You agree and guarantee that you will not use this Service to infringe on other people's rights nor to engage in illegal behavior, and moreover, in keeping with the fair use principle, not to occupy the bike in a manner which is opportunistic or overly long, causing inconvenience to other users.

Before renting a bike, please follow the explanation and instructions posted on the station. Check whether the bike functions properly. If within five minutes after leaving the station any parts malfunction, the user must return to the original station at once or contact a customer service representative (service line: Tel 02

-89785054 ) for assistance. The rental fee will not be charged.

(5) If you lose your bike should report the case with the local police and obtain a proof of report. You are obliged to pay the rental fee from time you rented the bike until the time you receive the proof or report. Next, proceed in person to a service center and present the proof of report of loss of the bike. If within three months from the day of loss, the bike is not found, you will have to pay the operational loss fee of TWD 9,000.

(6) Membership and rental fees are paid by way of the electronic ticket. After you have activated your card has been activated, proceed to a parking dock and take out a bike. A card can only be used for one bike; the same card cannot be used for renting several bikes. When you return the bike, the bike should be securely inserted into the parking dock. Follow the instructions at the station. Wait until the light indicates that the bike has been successfully returned, before you pay your rental with your sensor-equipped card. This ensures the entire process of rental and return is error-free.

(7) The bikes are only suitable for use by one person. Extra passengers or heavy loading are not allowed. Neither is transportation of the following items allowed:

i. illegal goods

ii. dangerous goods

iii. items that make the bike dirty.

iv. animals that are unfit to follow the bike.

v. items that affect riding safety.

(8) In the event that you incur a fine for a traffic violation during the rental period, the user is responsible for paying the fine in full. If the Company takes it upon itself to pay the fine, the user must repay such fine in full. If the bike is held by an authority, the rental fee from the moment of rental until the retrieval notification from the authority concerned, shall be borne by the user.

(9) In the event the bike involved in a collision or otherwise suffers damage, you must, unless this is impossible, report the case at once, and immediately notify the Company to have it repaired by the original manufacturer. If the cause is attributable to you, rescue fees, repair fees, and rental fees, as well as all damage to third parties if applicable, must be borne by you. If you have the bike repaired elsewhere without the Company's permission, the Company may ask the original manufacturer to offer a quotation for restorative repair. The calculation and execution of the repair will be handled in a way that is most beneficial to you.

(10) The user has the obligation to use the bike in good faith and hold and protect it. It is not permitted to sell, encumber, or pledge the bike. If for reasons attributable to the user the bike suffers damage or is stolen, the Company will report the case to the police for handling, and all the rights related to the damaged or missing bike will remain with the Company.

(11) If you lose your key to lock the vehicle, you must immediately notify the Company and pay a compensation of TWD 200 for the replacement and labor involved.

(12) The bikes are covered by accident and liability insurance only in the station area. For additional coverage you must take out insurance yourself.

## 5. Rates and charging methods

(1) The rates as announced on the official website (<http://www.youbike.com.tw/>) apply.

(2) These public bikes are intended for short-range use and quick rental and quick return, within a small range of activity. The bikes are public assets which belong to the county and city respectively. If you return the bike to a station in another jurisdiction, the Company will return it to the original jurisdiction, and will charge you for the costs involved. Details on applicable charges are available from the official website (<http://www.youbike.com.tw/>).

## 6. Change, termination, suspension or interruption of service

(1) If you breach of the laws of the Republic of China or the Terms of Service, this will automatically result in suspension or termination of your use of the Service. If a court verdict or an order from an authority stipulates that your use of this Service must be suspended or terminated, the Company will on the foregoing grounds terminate , suspend or discontinue your use of the Service.

(2) Your registration for the service with this Company is not transferable to any third party, and any rights under this Service must be enjoyed by yourself. From the moment that the Company receives notification from you, your representative or your trustee or the police requiring that your use of the Service be suspended, or if you have not used the Service for more than two years, or this Company receives documentation certifying your death, your account will be terminated and the Company may delete the related information and transaction records.

## 7. Advertising

In the event that you browse advertising content, descriptive text and pictures, the display samples or other sales information in our service centers, and due to trust in the advertisements you suffer damage, the Company does not assume any liability, except if and insofar as the Company knew or should have known that the advertisements are false and unfit for publication.

## 8. Intellectual property

All content in the hardware , software or programs , website and Kiosks , including but not limited to, writings , pictures, files , information, data , site architecture , web pages, web design , is all copyrights legally owned by the Company or other rights holders , including but not limited to trademarks, patents, copyrights, trade secrets and proprietary technology .

No person shall be permitted to use , modify , reproduce, publicly broadcast, convert, distribute , publish, publicly , reverse engineer , decompile or disassemble this content. If you wish to quote or redistribute this content, your must in accordance with the law obtain prior written permission from the Company or its representative. You must make every reasonable effort to respect these intellectual property rights. In case of violation, you will be laible for damages and compensation.

The Company and its affiliates enjoy protection from the Trademark Act and the Fair trade Act, among others, when promoting this Service through the use of the names of the products and services, and illustrations (such as the YouBike trademark). Without the Company's prior written consent, you agree you will not in any way of form use the YouBike trademark.

## 9. Disclaimer

(1) This service system provides a bike rental service for your short-range commuting needs. The Company does not warrant that under this Service the stations under its management will have sufficient bikes available for your rental needs. In the event that due to force majeure (including natural disasters and telecommunication operator factors) or necessary maintenance of the system the Service is temporarily interrupted, the Company is not liable for damages resulting from the use of (or inability to use) this Service.

(2) The Company may modify or discontinue the services provided, and after such changes have become effective through announcement o the official website (not subject to individual notification), you cannot demand any compensation.

## 10. Updating, modification and termination of these Terms of Service

If your rights as a user of this Service change as a result of updating, modification or termination of These Terms of Service, this Company will, in addition to making announcements on the official website, the rental stations and the Kiosks, send a notification to your email address. If you have any comments or suggestions,

please do let us know. It is recommended that you provide a valid e-mail in the membership information, to facilitate the Company sending you notifications regarding the Terms of Service or other user instructions.

#### 11. Governing law and jurisdiction

(1) These Terms of Service constitute the entire agreement between the Company and you regarding your use of the Service. They replace any previous agreements regarding the use of this Service between you and the Company. When using the Service, services of affiliate companies, third-party content or software, additional terms or conditions may apply. Interpretation and application of the Terms of Service, as well as disputes related to these Terms of Service, unless otherwise provided by law, shall be dealt with in accordance with the laws of the republic of China, and Taipei District Court of Taiwan shall be the court of first instance.

(2) If the Company does not exercise or enforce any right or provision of these terms or Service, it does not constitute relinquishment of such right or provision. If any provision of these Terms of Service is rendered invalid by a competent court, the Parties agree that the court should endeavor to render effective the expressed intentions of the Parties while the other provisions of the Terms of Service remain in full effect.

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