[Kutchan AI Bus] Terms of Use

*Please refer to the following terms of use for machine translation.
*In the event of a discrepancy between the bottom of the English version is the official Terms of Use and is not legally binding.

Article 1 (General)
These terms and conditions set forth the relationship between the Service Provider and the person who uses a website according to the method set by the Provider after agreeing to these terms and conditions, regarding the operation of websites using the special website operated by PACIFIC CONSULTANTS CO., LTD. in Abuta District, Hokkaido. Passengers may not use the website or the Service if they do not agree to these terms and conditions.
In these Terms of Use, the following terms shall be read as follows.
"PACIFIC CONSULTANTS CO., LTD." or "Provider":
"The dedicated website is called "web site".
"The operation of vehicles is called "Service".
"People who use the service are called "Passenger".
"Information on the operation of the vehicle has arranged to dispatch are called "rolling stock".
"The boarding location, the boarding time, the "boarding point", the reservation location are referred to as "Boarding point", and the balancing and boarding points are collectively referred to as "bus stop".

Article 2 (website overview)
1.A website is an on-demand hybrid transportation service (hereinafter referred to as "[Kutchan AI Bus]") that provides guidance to a boarding point by boarding a vehicle operated for a website operated by the Provider for which a reservation has been made in accordance with the header reservation that the passenger applied for in the manner stipulated in these Terms.
2.Passengers shall use the website and the Service by using the website in the manner set forth in each of the Terms below:
①register information such as bus stop, time and number of passengers by the method specified in Article 5 and make an application for the reservation of a boarding point (hereinafter referred to as "boarding reservation").
②To board the vehicle allocated by the Provider pursuant to the application for boarding reservation set forth in the preceding item between bus stops on the operation route calculated by the Provider in accordance with the procedure of these Regulations and the instructions of the Provider, and

Article 3 (Operational area and period of website)
1.The operational area of the website and the location of the bus stop shall be specified on the website.
2.The implementation period (hereinafter referred to as "implementation period") for the website is from December 2, 2019 to December 22, 2019. When various events are held in the service area of the website, we may not provide service.
3.Vehicle operating hours are from 17:00 to 22:00 each day during the implementation period.

Article 4 (Users and Expenses)
1.Service is chargeable.
2.In order to apply for boarding reservation and to board a vehicle provided by Provider, Passenger is required to pay a usage fee prescribed by Provider in advance via the payment website. Passenger shall pay the amount of the usage fee, the number of the number of up to the preceding day of the Passenger and his/her passenger may get on the vehicle within the same bus stop as Passenger.
3.The usage fee for the boarding reservation of Article 5(2) shall be included with unlimited usage during the implementation period. If you have a passenger mentioned in the preceding paragraph, the usage fee for the number of passengers shall be paid.
4.Passengers and passengers who are not a passenger notified pursuant to Article 5 (2) shall not board or reserve the vehicle.
5.Passenger shall be liable for the usage fee charged by Provider at a later date if it is found that the passenger got on the vehicle despite unpaid usage fees.
6.We will not refund the usage fee paid in advance, even if you did not arrange a car dispatch for the desired boarding reservation during the implementation period or you did not ride during the implementation period, as stipulated in Article 6, paragraph 2.
7.Upon payment of the usage fee, Passenger agrees to these terms.

Article 5 (How to apply for boarding reservation)
1. You can apply for boarding reservation through the website.
Passengers will be required to provide their name, address, PCs and other terminals (hereinafter collectively referred to as "Smartphone") required to use the websites. Passenger shall be responsible for any Smartphone and communication fees.
2. An application for the boarding reservation referred to in paragraph 1 shall be made in accordance with the procedure specified in the website displayed on the website by selecting the boarding point and boarding point on the map from among the bus stops displayed on the map of the website and specifying the date and time of boarding and the number of people. Passengers may specify between 10:00 and 22:00 on the day on which they will ride the bus. However, depending on the traffic conditions of the roads and the operation status of the vehicle, we may not be able to accept the boarding reservation as requested.

Article 6 (Notification of dispatch information, etc.)
1.The Provider shall, on the basis of an application for boarding reservation from Passenger as set forth in the preceding Article, notify the vehicle allocation, vehicle number, and Passenger and his/her passenger's carriage number, the expected time of boarding and disembarkation, and the boarding and disembarkation points (hereinafter collectively referred to as "dispatch information" as "reservation number") to the Passenger by the method specified in the application and the mobile phone number. Upon such notification to Passenger, the boarding reservation shall be deemed to be established.
2.The Provider may not make arrangements for dispatching a vehicle in the following cases.
(1) When there is no vehicle available for dispatch, such as when all vehicles within the riding capacity specified in Service,
(2) Passenger breaches these Terms of Use, makes or is likely to make a false or fraudulent boarding reservation application,
(3) Other Provider judgments or suspension of the website;
(4) Passenger and passenger's companion behave more difficult due to system reasons.
3.Arrangements for dispatching vehicles shall be determined by the Provider in consideration of road traffic, vehicle operation status, and other factors.
4.In case Passenger should change the boarding reservation established in accordance with Paragraph 1 above, he/she shall make a new boarding reservation in accordance with the following paragraph and apply for the boarding reservation again in accordance with the preceding Article.
5.Passenger may cancel the boarding reservation on the website screen after the boarding reservation is established in accordance with paragraph 1 until the estimated boarding time as notified in accordance with paragraph 1.

Article 7 (Ride and operation of vehicles)
1.Passenger, when boarding a vehicle for which Provider has arranged for a ride pursuant to the preceding Article, shall, in order to confirm that the passenger is the passenger, notify the driver of the vehicle of the reservation number and boarding point in accordance with the following paragraph, or you cannot let the reservation number to the driver, the driver will refuse to board the vehicle.
2.Passenger shall, in accordance with the Provider's instructions, board the vehicle pursuant to the preceding Article by the method specified by Provider. Such boarding reservation shall be deemed to be cancelled and neither Passenger nor the passenger will be able to get on the vehicle.
3.If Passenger is found to have violated these Terms of Use or made an application for boarding reservation by fraudulent or other illegal means, the passenger may be refused boarding even if the arrangement is made.
4.Passenger and passenger may bring their own personal effects into the vehicle. However, if it cannot be loaded due to the size of the baggage or other reasonable and dangerous reasons, we may refuse to allow you to bring your belongings onto the vehicle at the discretion of the driver.
5.In the event of an accident, the carrier is applicable to the Service in addition to the preceding paragraphs, the driver may refuse to board the vehicle in accordance with the contract of carriage.
6.Depending on the traffic conditions of the roads and the operation status of the vehicles, the vehicles may not be able to operate according to the scheduled boarding and disembarking time that was notified when the dispatch of vehicles was made.

Article 8 (Prohibition of Passenger)
1.Passenger shall not engage in any of the acts listed below.
(1) Acts that violate laws and regulations, public order and morals through the website.
(2) Provide any service to a third party through the use of the website.
(3) To engage in any acts that may cause damage to the Provider or a third party, such as acts of unauthorized access.
(4) Use any data or information, etc. obtained through the website for the purpose of reproduction, sale, publication or other purposes beyond the scope of personal use permitted under the Copyright Act, except in cases approved by the Provider;
(5) Infringing the Provider's intellectual property rights or other rights
(6) Carrying out a boarding reservation or a boarding reservation by deception or other wrongful means
(7) Acts that are deemed to be inappropriate by the Provider
8.Causing a third party (including fellow passengers) to conduct an act falling under any of the preceding items
2.In the case of Passenger (including fellow passengers) who violates the preceding paragraph, we shall refuse arrangement of dispatching or boarding and may refuse usage of the website or the Service thereafter, and the Provider shall compensate for any damage incurred by Provider.

Article 9 (web site suspension interruption)
1.For the stable operation of the website, the Provider may temporarily suspend the operation of the website for regular inspections, emergency maintenance, and other reasons, etc., or in the event of any other unavoidable operational or technical circumstances. In the event that it is deemed that Passenger in advance on the website, except in case of emergency or unavoidable circumstances.
2.If the provision of the website is discontinued due to a natural disaster, accident or other emergency, or force majeure such as abnormal power supply or communication line, Provider shall not be liable for any damage caused to Passenger.

Article 10 (website is modified, added or discontinued)
1.The Provider may change, add, or discontinue all or part of the content of the website without prior notice to the individual following Passenger.
2.Provider shall not be liable for any damage incurred by Passenger due to changes in the contents of the website.

Article 11 (Handling of Personal Information)
1.When using a website, the Provider uses the following information (Hereinafter referred to as "personal information" obtained from the website for the following purposes and to the extent necessary to achieve those purposes.
①Information
②Name
③Telephone number
③Gender
④E-mail address
⑤Location information of Passenger using the website
⑥Reserved bus stop and the calculated route
⑦Number of passengers who used the Service
⑧Date and time of use the Service
⑨Viewing history of website
⑩Information on Passenger registered for Passenger specified by Provider
①Service System Activity Log
②Other information related to system maintenance and operation
③Purpose of Use
①Provision of service: all information prescribed in the preceding item
②1. Functionality improvement and development of the Service: Information of ①-③, ⑤, and ⑧ will be used in the process
③Statistical and analysis analysis (Hereinafter "Report and Final Report") operations ordered by the Hokkaido District Transport Bureau "Demonstration project of bus operation equipped with an on-demand reservation system in the Kutchan Town" information prescribed in ①-③, ⑤, ⑧ will be used.
④Statistical analysis for the purpose of development of new services or marketing activities of NTT DOCOMO, INC. information ①-③, ⑤, ⑧ will be used for the purposes described in ③.
2.Disclosure and provision of acquired information
Provider may provide the information described in paragraph 1 of Passenger, obtained from the website, to NTT DOCOMO, INC. and Mirai Share Co., Ltd. for the purposes described in paragraph 1.

In addition, Provider may process and publish or provide to a third party personal information as analyzed data that cannot be identified as an individual.

Article 12 (Discontinuation of use of personal information)
Passenger may cancel the acquisition or use of all or part of Passenger information from the time of setting up the website.

Article 13 (Exemption from Liability)
1.Provider shall not guarantee and does not warrant anything about the accuracy, fitness for purpose, merchantability or non-infringement of any other rights to Passenger in connection with the service features provided to Passenger through the website, and shall in no way be liable for any damage caused by the Provider's negligence or fault in providing the Service to Passenger, except where such damage is caused by the Provider's willful misconduct or gross negligence.

Article 14 (Contact Us)
Please contact the following contact point for opinions, questions, complaints and other inquiries regarding the handling of personal information.
[Kutchan AI Bus Center]
[Kutchan AI Bus Call Center]
Tel: 03-6743-2299 (Reception hours: 16:00 - 23:00 on the operation day)

Article 15 (Changes to these Terms)
Provider may amend these Terms without prior notice to Passenger if Provider deems it necessary. In such case, the amended Terms shall apply.

Article 16 (exclusive jurisdiction)
The Provider and Passenger and Provider arising in connection with these Terms shall be submitted to the exclusive jurisdiction of the Tokyo District Court in the first instance.

Article 17 (Language)
With respect to the Terms, even if translated into any language other than Japanese, the Terms written in Japanese shall be deemed correct, and any translation thereof into any other language shall not be legally binding.

Supplementary Provisions (Extract)
These Terms of Use shall come into effect on December 2, 2019.

【第取扱ルール】利用規約（日本語版）

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