

Terms of Use for “My Yamaha Motor” App

These Terms of Use for My Yamaha Motor App ("Terms of Use") set forth the terms and conditions for using the "My Yamaha Motor App" ("App") provided by Yamaha Motor Co., Ltd. ("Yamaha") on mobile device.

Article 1 (Applicability of these Terms of Use)

1. These Terms of Use shall apply to relationship between Yamaha and any individual user ("User") using this App.
2. We may make available other terms of use and/or precautions for the use of this App separately from this Terms of Use on our website and this shall constitute an integral part of the Terms of Use.

Article 2 (Definition)

Terms used in this Terms of Use shall have the following meanings.

- ① "Yamaha Motor ID" means the login ID issued by Yamaha for use of this App and other applications by or for Yamaha.
- ② "Vehicle" means a motorcycle owned, possessed or managed by the User.
- ③ "Mobile Device" means any mobile device which model shall be separately designated by Yamaha, which is owned, possessed or managed by the User.

Article 3. (Agreement to this Terms of Use)

1. The User will be deemed to have agreed to this Terms of Use at the time of pressing “agree” button after downloading this App to your Device.
2. If the User is a minor, you are requested to have obtained the consent of the parent or other legal representatives before using this App.
3. If a minor, as a User, has falsely agreed to this Terms of Use without acquiring the consent of his/her parent or legal representative or falsely informs his/her age and made Yamaha believe that he/she is not a minor, the User shall not be able to revoke any act related to the App.
4. If the User reaches the age of maturity and uses the App which he/she has consented to the use of while he/she was still a minor, the User is deemed to have acknowledged all legal actions related to the App.

Article 4 (Registration of Yamaha Motor ID)

1. In order for the User to use the App, the User is requested to register and obtain a Yamaha Motor ID before using the App in order to log in to this App in the manner as may be prescribed by Yamaha.
2. The User will apply for registration for the use of the Yamaha Motor ID by entering the User's e-mail address, nickname, date of birth and other information that we specify in the registration form ("Information for Registration") in the manner as may be prescribed by Yamaha. Yamaha will issue a Yamaha Motor ID to the User after receipt of an application for registration, unless there is any reason as specified in the section 4 of this Article.
3. The User shall enter true and accurate information at the time of application for the registration, and shall update the registered information as appropriate so that the registered information remains up-to-date after registration.
4. In case of any of the following, Yamaha may not approve the User's application for registration.
 1. If there is false, inaccurate, incorrect or missing information in the registration form;
 2. If the User is a member of anti-social force or has a relationship with anti-social force;
 3. If the User does not agree to the Terms of Use;
 4. In the case of violation of the Terms of Use; or,
 5. In cases that Yamaha considers the User inappropriate as a user of the App.

Article 5 (Change of registered information to Yamaha Motor ID)

1. In case there are changes to the registered information, the User shall promptly update the registered information in accordance with the process as our prescribed methods.
2. Yamaha assumes no liability for any disadvantages caused by any failure of not updating the correct information as mentioned in the section 1 of this Article.

Article 6 (User's Responsibilities to manage Yamaha Motor ID)

1. The User shall use and manage Yamaha Motor ID and password at his/her own risk, and Yamaha will not be liable for any damages caused to the User by any misuse or loss of the Yamaha Motor ID or the password by the User or any unauthorized use of Yamaha Motor ID or password by any third party.
2. The User shall not make his/her Yamaha Motor ID available to any third party, assign, sell, lend, or otherwise allow any third party to use his/her Yamaha Motor ID.

Article 7 (Contents of this App)

1. This App is only available to Users who have registered and obtained Yamaha Motor ID.
2. Notes on use of the App are available in the FAQ section of the App. The FAQ and/or

additional information on how to use the App is also available on Yamaha's website. The User is requested to refer to the contents in the FAQ section in case the User has any inquiry regarding the use of the App.

3. The User acknowledges that all function is only available to the User who registered the User's Vehicle to the App.
4. The User acknowledges and agrees to, due to the specifications of this App, there may arise certain differences or inconsistencies between the actual use situation and the display of the App on Device. Further, the User acknowledges and agrees to, due to the specification of this App, the App may need certain time to reflect information that are entered into the App.
5. The User acknowledges and agrees to, due to the specification of the App and the types of Vehicle of the User, contents of function of the App to be provided by the App may vary.
6. It is free of charge for the User to use the App on the User's Device, however, the cost of network shall be borne by the User.

Article 8 (Device)

1. The App can be used on certain types of Device that are compatible to this App. The User acknowledges and agrees to that some or all of the functions of this App may not be available depending on the model of the User's Device or the version of the operating software.
2. The User shall prepare his/her own Device (including operating software) and network lines, etc. required for using the App at his/her own responsibility.
3. The User shall use this App at his own risk and responsibility to manage the Device from which the App has been downloaded and Yamaha shall not be liable for any damages caused by theft of the Device, misuse of the Device, use of a third party, or unauthorized access, etc.
4. This App requires permission to access the camera, current location information, storage (library), etc. of the Device. When using this function, Yamaha will not liable for any damages caused by not accepting permission to those functions mentioned above.

Article 9 (Usage restrictions)

1. The User is prohibited to copy, modify, transmit, publish, distribute, assign, lend, translate or sublicense the App, its contents or any information provided with the App.
2. The User is not allowed to use this App for illegal or commercial purposes.

Article 10 (Prohibited Items)

The User is prohibited to perform any of the following acts when using this App.

- ① To use the App using Yamaha Motor ID of any third party;
- ② To infringe any intellectual property rights of Yamaha or any third party;
- ③ To infringe or threaten to infringe on any property, rights, and privacy of Yamaha or any third party;
- ④ To conduct defamation of Yamaha or any third party;
- ⑤ To modify the computer programs of the App;
- ⑥ To violate domestic and foreign communication network rules that apply to the User and/or the App when communicating through domestic and foreign communication networks;
- ⑦ To cause interference to the operation of the App;
- ⑧ To violate applicable laws, regulations, ordinances, or public policy or public moral;
- ⑨ To violate the provisions of this Terms of Use; or,
- ⑩ To conduct any other acts we consider to be inappropriate for the User of the App.

Article 11 (Prohibition of Transfer of Rights)

1. The User is not permitted to transfer the right to use this App to any third party.
2. Yamaha may transfer all or part of the App to a third party at our discretion, in which case all rights and obligations of the user of the App, including the User's account, shall be transferred to the transferee in accordance with the conditions of such transfer.

Article 12 (Cancellation of subscription)

1. When the User wishes to unsubscribe from this App, the User shall notify Yamaha through the inquiry form of this App. The cancellation of subscription of this App shall take effect upon submission of the inquiry form through the App.
2. As a result of request for deletion of User information of the App, the User agrees in advance that the User will not be able to use the App or any other mobile applications provided from Yamaha using the Yamaha Motor ID.

Article 13 (Termination of use of the App)

Yamaha will be able to suspend or terminate the use of this App by the User in whole or in part without prior notice to the User if any of the following is acknowledged by Yamaha. In case Yamaha acknowledges the following, Yamaha may suspend or terminate the use of the App by the User, and the Yamaha Motor ID may also be unregistered. Yamaha assumes no liability for any damages incurred on the User.

- ① If you cancel subscription from Yamaha Motorcycle Connect app and you also cancel the membership from the Yamaha Motor ID;

- ② If Yamaha suspends or terminates the use of the Yamaha Motorcycle Connect app by the User and delete the registered Yamaha Motor ID or the User;
- ③ If there are false, inaccurate, incorrect, or missing information in the registered information to the App or to the Yamaha Motor ID;
- ④ If information of the User necessary for the use of the App, including the registered information, is deleted at the request of the User;
- ⑤ If the User does not exist;
- ⑥ If the User has not used the App for a period of more than three years from the last time the User logged in to the App;
- ⑦ If the User belongs to any anti-social force or has a relationship with any anti-social force;
- ⑧ If the User does not agree to this Terms of Use;
- ⑨ If the User violates any of this Terms of Use; or,
- ⑩ If Yamaha determines the User is inappropriate as a user or the App.

Article 14 (Effect of cancellation and termination)

Yamaha will delete the User's personal information obtained through this App when the User cancels use of the App. However, information provided by the User except for information other than personal information (including anonymized processed information) may continue to be stored and may be used as statistical data.

Article 15 (Deletion of information)

1. Yamaha may delete information and other content registered by the User, including but not limited to usage history, without notifying the User. Yamaha shall not be liable for any disadvantage or damage to the User due to such deletion of information.
2. The User acknowledges and agrees that Yamaha may disclose the information of the User upon request from any governmental organization or pursuant to any applicable law or regulation.

Article 16 (Modification or termination of provision of this App)

1. Yamaha may modify, add or delete any contents of this App in whole or in part without notifying the User.
2. Yamaha will not be liable for any damages caused to the User due to any modification, addendum or deletion of the contents to the App.

Article 17 (Temporary interruption of the App)

In any of the following cases, Yamaha may temporarily suspend the provision of services of the

App without notifying the User. In such case, Yamaha assumes no liability for any damages caused to the User.

- ① Periodic or emergency system maintenance of this App;
- ② Inability to provide service of the App due to a fire, power failure, any natural disasters such as earthquakes, fires, floods, tsunamis, war, riots, disturbances, labor disputes, etc.
- ③ Suspension of communication network service, including but not limited to, any failure to the network or any failure due to the using environment of the App by the User;
- ④ Cases Yamaha determines that it is necessary to temporarily suspend the provision of service of the App, for any reason including operational or technical problems.

Article 18 (Intellectual Property Right)

1. Any intellectual property, including but not limited to, copyrights, patents, trademarks and design rights of text, images, photographs, sound, videos, information, etc. (hereafter "Contents") provided through this App belongs to Yamaha. The User shall not use any copyrighted materials acquired through this App beyond the scope explicitly permitted by this Terms of Use. Nothing contained herein shall be construed as granting to the User a license of any intellectual property rights related to the App owned by Yamaha.
2. Copyright and any and all other rights relating to any comments from the User related to this App to Yamaha will belong to Yamaha. The User making such comments to us shall not exercise the rights of the copyright holder for such proposals.

Article 19 (Amendment to this Terms of Use)

1. The User acknowledges and agrees that Yamaha may time to time make changes to the contents of this Terms of Use at any time without the consent of the User.
2. Yamaha will notify the User of any changes to this Terms of Use either on Yamaha's website or on the App or any other means that the User can refer to.
3. Changes to the Terms of Use takes effect as soon as Yamaha issues notices of change in accordance with the previous paragraph. In case of change to the Terms of Use that may have significant impact on the User, Yamaha will notify the User of the change with a reasonable notice period.
4. If the User uses or logs into the App after changes of these Terms of Use take effect, the User is deemed to have agreed to the changed Terms of Use.

Article 20 (Disclaimer)

1. Yamaha will not be liable for any damages to the User or any third party arising from

modification, interruption or termination of the contents of this App.

2. Yamaha will not be liable for any damages caused by use or inability to use this App.
3. Yamaha does not assume any liability whatsoever for the User's use or inability to use the App in any environment.
4. Yamaha makes no warranties regarding fitness, usefulness, accuracy and completeness of the App for any particular purpose contemplated by the User.
5. Yamaha will not be liable for any damages to the User or any third party in cases when;
(ア) Unauthorized access by third parties or illegal acts such as intrusion of computer viruses have occurred (even though Yamaha has taken considerable security measures); or,
(イ) Disruption, delay, or inability to use the App or loss of information on the App due to the failure of communication lines, systems, servers, etc.
6. Yamaha does not guarantee that this App is compatible with any devices, and the User acknowledges that there may be problems with the operation of this App due to the version upgrade of operation systems such as Android OS or iOS provided for the use of this App. Yamaha does not warrant that such problems will be resolved by modification of the programs Yamaha would make in the event of such problems.
7. The User acknowledges in advance that use of some or all of this App may be restricted due to changes in the terms of use and operational policy of the service store, such as App Store or Google Play.
8. Yamaha shall not be liable for any dispute between the User and any third party (including but not limited to other users of the App) regarding the use of this App.
9. If any third party claims to Yamaha for damages due to the act or omission of the User, the User shall resolve this at the User's expense (attorney's fee) and responsibility. If Yamaha pays such third party for damages, the User shall indemnify Yamaha for any fees, including but not limited to attorney's fees and lost profits.
10. If the User incurs any damages to Yamaha in connection with the use of the App, the User shall indemnify Yamaha.

Article 21 (Governing Law & Jurisdiction)

1. These Terms of Use shall be governed by and construed in accordance with the laws of Japan.
2. Any dispute between the User and Yamaha with respect to these Terms of Use or use of this App shall be finally settled in arbitration in Tokyo, Japan, by the Japan Commercial Arbitration Association pursuant to its arbitration rules.

Article 22 (Governing Language)

English shall be the governing language of this Terms of Use. Any version in any other language

is for convenience purpose only.

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