

Location-Based Services Terms and Conditions of Yamaha Motorcycle Connect

CHAPTER 1 GENERAL PROVISIONS

Article 1 (Purpose)

The purpose of the Terms and Conditions of Yamaha Motorcycle Connect (Y-Connect) Services (the “Terms and Conditions”) is to set forth the rights, obligations and responsibilities of Yamaha Motor Co., Ltd (the “Company”) and service users residing in the Republic of Korea who have given their consent to the Terms and Conditions (the “Member(s)”) regarding the use of Yamaha Motorcycle Connect (Y-Connect) services (the “Service(s)”) provided by the Company.

Article 2 (Effects and Changes of the Terms and Conditions)

- ① The Terms and Conditions shall become effective when a customer applying for the Services or a data subject agrees to the Terms and Conditions, registers as the service user in accordance with the procedures determined by the Company and becomes the Member.
- ② By clicking the “I agree” button to the Terms and Conditions online, the Member is deemed to have fully read and understood the entire terms of the Terms and Conditions and consent to their application.
- ③ In case the Company revises the Terms and Conditions, it shall specify the existing Terms and Conditions, revised Terms and Conditions, the enforcement date of and cause for such revision, and then only make an announcement on the revision as well as the existing Terms and Conditions, ten (10) days prior to the date of enforcement and maintain the announcement for a considerable period of time after the enforcement date. If any of the revised terms is disadvantageous to the Member or any change occurs in an important matter having a material impact on the Member’s rights and obligations, the Company shall post it on the Services website or send it to the Members in an electronic form (e-mail, text messages, etc.), thirty (30) days prior to the enforcement date and for a considerable period of time thereafter.
- ④ In case the Company makes an announcement or announcement along with notification

regarding the revision in accordance with the preceding paragraph, and the Member does not raise any objection to the revision up to seven (7) days from the enforcement of such revision, he/she shall be deemed to have given his/her consent. If the Member does not agree with the revised Terms and Conditions, such Member may cancel the Service Use Agreement.

Article 3 (Application of Relevant Laws) The Terms and Conditions shall be applied in a fair manner based on the principle of good faith, and any matters not set forth in the Terms and Conditions shall be subject to the relevant laws and regulations or commercial practices.

Article 4 (Service Details) The Services provided by the Company shall be as the following:

Service Name	Details
Yamaha Motorcycle (Y-Connect)	<ul style="list-style-type: none">o Vehicle Finder: Service users can identify the parking location of the vehicle using the map in the their smart phone application.o Retention of location information in case of breakdown: If a vehicle breaks down, its location information is stored for confirmation in the future.

Article 5 (Service Fees)

- ① The Services provided by the Company are free of charge.
- ② Any data usage fee incurred from using wireless services shall be charged separately and in accordance with the policy of each telecommunications company that the Member subscribes to.

Article 6 (Notification of Changes in Services)

- ① In case the Company makes any change to or terminates any of its Services, the Company may notify the Member of such change or termination by sending e-mail to his/her registered e-mail address.
- ② When the Company makes a notice to unspecified persons in case of the above Paragraph ①,

it may do so by posting the notice on the website, or any other available notice boards.

Article 7 (Restriction on and Suspension of Service Use)

- ① The Company may restrict or suspend the Member's use of the Services in case any of the following causes arise:
 1. If the Member, intentionally or by gross negligence, interferes with the Company's Service operation;
 2. If the restriction or suspension is inevitable due to the maintenance, repair, or construction of the service facilities;
 3. If a key telecommunications business operator prescribed in the Telecommunications Business Act suspends telecommunications services;
 4. If any disruption arises regarding the use of the Services due to a national emergency, failure of service facilities, or a surge in the Service use; or
 5. If the Company finds it inappropriate to continue the provision of the Services due to any other material causes.
- ② In case the Company restricts or suspends the use of the Services pursuant to the aforementioned Paragraph, it shall inform the Members of the reason for and the period of such restriction or suspension.

Article 8 (Use or Provision of Personal Location Information)

- ① If the Company intends to provide the Services by using personal location information, the Company shall specify such use in the terms and conditions of use, and obtain prior consent of the Members.
- ② The Company shall automatically record and retain records regarding the use, provision or fact confirmation of personal location information in order to handle complaints in accordance with the Location Information Protection Act, and such records shall be stored for six (6) months or more.
- ③ In case the Company provides personal location information to a third party designated by the Members, the Company shall immediately notify the Members of the person receiving the information, and the time and purpose of such provision via a communications device collecting the personal location information, each time such information is provided. Provided that, in case of any of the following cases, the notice shall be made to a communications device or an e-mail address designated in advance by the Members:
 1. If the communications device collecting personal location information is not

- equipped with the function of receiving text messages, voice messages, or videos; or
2. If the Member requested in advance that notice shall be made through an online post or other methods.
- ④ The Company shall provide personal location information to a third party designated by the Member as the following:
1. Person receiving the information: [E-mail address designated by the Member for the purpose of receiving information on breakdown*]
 2. Purpose of provision: [Notification of information regarding breakdown*]

Article 8-2 (Purpose and Period of Retention of Personal Location Information)

1. The Company shall retain personal location information for the purpose of providing service in accordance with Article 4 of this Terms and Conditions.
2.
The Company shall immediately destruct personal location information when the purpose of use or provision is accomplished, however, if relevant laws and regulations allow, may further retain such information.

Article 9 (Rights of Members)

- ① The Member may, at any time, withdraw all or part of his/her consent to the Company's provision of location-based services by using personal location information, and its provision of personal location information to a third party. In such case, the Company shall destruct the collected personal location information and records confirming the use, or provision of location information.
- ② The Member may, at any time, request the Company to temporarily suspend the collection, use or provision of personal location information, and the Company shall not reject such request and shall have technical measures required for such temporary suspension.
- ③ The Member may request for the access for or notification of each of following materials to the Company, and demand the correction of any error in such materials, if any. In such case, the Company shall not reject his/her request without any justifiable cause:
 1. Records confirming the collection, use, or provision of location information of the Member; or
 2. Reasons and details regarding the provision of the Member's personal location information to a third party pursuant to Act on the Protection, Use, etc. of Location Information, or any other applicable laws and regulations

- ④ Member may exercise his/her rights stipulated in the above Paragraphs ① through ③ in accordance with the procedure determined by the Company.
- ⑤ In order to actually use the Service, Y-Connect needs to be connected to motorcycles. Those under the age of fourteen (14) are not the target of personal location data usage or provision.

Article 10 (Appointment of Location Information Officer)

- ① The Company shall designate a person who is in a position to take responsibilities and to properly manage and protect location information, and handle complaints raised by the Members as the location information officer.
- ② The location information officer shall be the head of the department in charge of providing location-based services, and the details thereto shall be subject to Addenda of the Terms and Conditions.

Article 11 (Compensation for Damage)

- ① In case the Member experiences any damage as a result of the Company's violation of any of the provisions set forth in Articles 15 through 26 of Act on Protection, Use, etc. of Location Information, the Member may file a compensation for damage against the Company. In such case, if the Company fails to prove that this was not an intentional act or by negligence, it shall not be exempt from its responsibility to compensate.
- ② In case the Company experiences any damage as a result of the Member's violation of the Terms and Conditions, the Company may file a compensation for damage against the Member. In such case, if the Member fails to prove that this was not his/her intentional act or by negligence, he/she shall not be exempt from the responsibility to compensate.

Article 12 (Indemnity)

- ① The Company shall not be liable for any damage incurred to the Member if it is not unable to provide the Services due to any of the following:
 1. In case of natural disasters or other similar force majeure;
 2. In case of intentional disruption of the Service operation by a third party that has entered into a Service provision partnership agreement with the Company;
 3. In case of any trouble arising when using the Services due to causes attributable to the Member; or
 4. Cases other than those stipulated in the preceding Paragraphs 1 through 3, which are not

caused by the Company's willful action or by gross negligence

- ② The Company shall not make any warranties regarding the credibility, accuracy, etc. of the Services, and information, data, or facts posted on the Services, and shall not be liable for any damage incurred to the Member arising therefrom.

Article 13 (Company Name, etc. and Contact Information) The name and address, etc. of the Company are as the following:

1. Company Name: Yamaha Motor Co., Ltd.
2. Representative: Yoshihiro Hidaka
3. Address: 2500 Shingai, Iwata-shi, Shizuoka-ken, Japan
4. Telephone: +81-538-32-1115

Addenda

Article 1 (Enforcement Date) The Terms and Conditions shall take effect from July 15, 2021.

Article 2 The location information manager shall be appointed as the following as of July, 2021.

1. Department: Yamaha Motor Co., Ltd.
2. Contact Information: support.y-connect@yamaha-motor.co.jp

Last Updated: September 4th, 2023

Ver. 1.1.0