

FY 2024 version (revised on July 1, 2024)

## Yamaha Marine Club Sea-Style Terms and Conditions

### CHAPTER 1 GENERAL PROVISIONS

#### Article 1 (Club Name)

The name of the club is "Yamaha Marine Club Sea-Style" (hereinafter referred to as the "Club").

#### Article 2 (Purpose)

The purpose of the Club is to enable the members to enjoy marine leisure and thereby contribute to the popularization and development of marine leisure through the use of pleasure boats with motor and the like (hereinafter referred to as the "Boats") which are designated by Yamaha Motor Co., Ltd. (hereinafter referred to as the "Operating Company") and managed by the Marina (hereinafter referred to as the "Member Marina").

#### Article 3 (Operation)

- 1 The Club is managed and operated by the Operating Company.
- 2 The Operating Company is entitled to add or delete the Member Marina, create and revise the terms of use of Member Marina, and shall notify the Members (hereinafter defined) of such without delay.

### CHAPTER 2 MEMBERSHIP QUALIFICATIONS

#### Article 4 (Types of Members)

- 1 The Members consist of Individual Members, Family Members, Corporate Members (Sea-Style Corporation Course and Sea-Style Light Course, hereinafter collectively referred to as "Corporate Members"), Group Members and Home Marina Members (hereinafter collectively referred to as "Members"). However, the Operating Company may add, change, or abolish any type of Members.

- 2 Individual Members shall mean those who satisfy the qualifications stipulated in Paragraph 1 of Article 5 and have been admitted to the membership by the Operating Company pursuant to Paragraph 2 of Article 6.
- 3 Family Members shall mean those who satisfy the qualifications stipulated in Paragraph 2 of Article 5 and have been admitted to the membership by the Operating Company pursuant to Paragraphs 3 and 4 of Article 6 (hereinafter referred to as "Parent Members") and those who have been admitted to the membership by the Operating Company pursuant to Paragraphs 5 and 6 of Article 6 (hereinafter referred to as "Child Members").
- 4 Corporate Members (Sea-Style Corporation Course) shall mean those who satisfy the qualifications stipulated in Paragraph 3 of Article 5 and have been admitted to the membership by the Operating Company pursuant to Article 7.
- 4 -2 Corporate Members (Sea-Style Light Course) shall mean those who satisfy the qualifications stipulated in Paragraph 3-2 of Article 5 and have been admitted to the membership by the Operating Company pursuant to Article 7-2.
- 5 Group Members shall mean those who satisfy the qualifications stipulated in Paragraph 4 of Article 5 and have been admitted to the membership by the Operating Company pursuant to Article 8.
- 6 Home Marina Members (hereinafter referred to as "HM Members") shall mean those who satisfy the qualifications stipulated in Paragraph 5 of Article 5 and have been admitted to the membership by the Operating Company pursuant to Article 9.

#### Article 5 (Membership Eligibility)

- 1 An Individual Member shall be 18 years old or older and holds a Permit of Boat's Operator of Second Class (within 5 miles from shore) or of a higher class or a Permit of Special Boat's Operator (hereinafter "Individual Membership Qualifications"); provided, however, one who is a member of or involves in anti-social organizations such as organized crime groups is not eligible to membership.
- 2 For Family Members, the Individual Membership Qualifications apply to the Parent Members. The Child Member shall be one who satisfies the Individual Membership Qualifications and is the spouse of or within the first degree of kinship

of the Parent Member. The number of Child Members shall be up to two (2) per Parent Member.

- 3 A Corporate Member (Sea-Style Corporation Course) shall be a company or an organization with registered legal personality in Japan, provided, however, that one (1) to three (3) of its members shall satisfy the Individual Membership Qualifications.

- 3 - 2 A Corporate Member (Sea-Style Light Course) shall be a company or an organization with registered legal personality in Japan.

- 4 A Group Member shall be a group (legal personality is not required) of members who satisfy the Individual Membership Qualifications.

- 5 An HM Member shall be:

- (1) one who satisfies the Individual Membership Qualifications and has concluded a boat, yacht, or water motorcycle storage agreement with the Member Marina; or
- (2) one who satisfies the Individual Membership Qualifications and is a director or employee of the Member Marina; provided, however, that the Family Members are not eligible for HM Membership.

#### Article 6 (Procedures for Admission of Individual Members and Family Members)

- 1 An individual who wishes to join the Club as Individual Member shall remit the membership application fee to the account of the financial institution designated by the Operating Company and submit the prescribed membership application form to the Operating Company with a certificate of remittance, a copy of the Permit of Boat's Operator (a copy of the back shall be included where conditions such as limitation to equipment apply) and other documents designated by the Operating Company.
- 2 An individual who wishes to join the Club as Individual Member shall acquire membership and be admitted to the Club on the day when the Operating Company accepts the application set forth in the preceding paragraph and issues the membership card. Admission may be denied by the examination of admission.
- 3 An individual who wishes to join the Club as Parent Member shall remit the membership application fee to the account

of the financial institution designated by the Operating Company and submit the prescribed membership application form to the Operating Company with a certificate of remittance, a copy of the Permit of Boat's Operator (a copy of the back shall be included where conditions such as limitation to equipment apply) and other documents designated by the Operating Company.

- 4 An individual who wishes to join the Club as Parent Member shall acquire membership and be admitted to the Club on the day when the Operating Company accepts the application set forth in the preceding paragraph and issues the membership card. Admission may be denied by the examination of admission.
- 5 A Parent Member who wishes to have a family member join the Club as Child Member shall remit the membership application fee to the account of the financial institution designated by the Operating Company and submit the prescribed application form for membership to the Operating Company with a certificate of remittance, a copy of the family member's Permit of Boat's Operator (a copy of the back shall be included where conditions such as limitation to equipment apply) and other documents designated by the Operating Company; provided, however, that in the event there is one existing Child Member, the remittance of application fee and the certificate of remittance thereof is not required for the application for a second Child Member.
- 6 The family member of a Parent Member who wished to join the Club as Child Member shall acquire membership and be admitted to the Club on the day when the Operating Company accepts the application set forth in the preceding paragraph and issues the membership card. Admission may be denied by the examination of admission.
- 7 In addition to the obligations that the Parent Member is independently liable for, the Parent Member shall jointly and severally liable for all obligations that the Child Member is liable for except for the obligations stipulated in Paragraphs 2 and 3 of Article 27.

#### Article 7 (Procedures for Admission of Corporate Members (Sea-Style Corporation Course))

- 1 A company or organization that wishes join the Club shall remit the membership application fee and the annual membership fee to the account of the financial institution designated by the Operating Company and submit the

prescribed membership application form to the Operating Company with a certificate of remittance, a copy of the Permit of Boat's Operator (a copy of the back shall be included where conditions such as limitation to equipment apply) of one to three member(s) whom it wishes to join the Club, and other documents designated by the Operating Company.

- 2 A company or organization that wishes to join the Club shall, per application, have one (1) to three (3) member(s) satisfying Individual Membership Qualifications and shall appoint a corporate administrator when applying for membership set forth in the preceding paragraph.
- 3 A company or organization that wishes to join the Club shall acquire membership and be admitted to the Club on the day when the Operating Company accepts the application set forth in Paragraph 1 and issues the membership card. Admission may be denied by the examination of admission.

#### Article 7-2 (Procedures for Admission of Corporate Members (Sea-Style Light Course))

- 1 A company or organization that wishes to join the Club shall remit the membership application fee and the annual membership fee to the account of the financial institution designated by the Operating Company and submit the prescribed membership application form to the Operating Company with a certificate of remittance and other documents designated by the Operating Company.
- 2 A company or organization that wishes to join the Club shall appoint a corporate administrator when applying for membership set forth in the preceding paragraph.
- 3 A company or organization that wishes to join the Club shall acquire membership and be admitted to the Club on the day when the Operating Company accepts the application set forth in Paragraph 1 and issues the membership card. Admission may be denied by the examination of admission.

#### Article 8 (Procedures for Admission of Group Member)

- 1 A member of any group that wishes join the Club shall remit the membership application fee and the annual

membership fee to the account of the financial institution designated by the Operating Company and submit the prescribed membership application form to the Operating Company with a certificate of remittance, a copy of the Permit of Boat's Operator (a copy of the back shall be included where conditions such as limitation to equipment apply) of those who wish to join the Club as Group Member, and other documents designated by the Operating Company.

- 2 A member of any group that wishes to join the Club shall designate the number of units, the number of additional cards and the representative of the group when applying for membership set forth in the preceding paragraph.
- 3 A member of any group that wishes to join the Club shall acquire membership and be admitted to the Club on the day when the Operating Company accepts the application set forth in Paragraph 1 and issues the membership card. Admission may be denied by the examination of admission.

#### Article 9 (Procedures for Admission of HM Members)

- 1 An individual who wishes to join the Club as HM Member shall pay the usage registration fee to the Member Marina with which the individual has concluded a boat storage agreement or the Member Marina for which the individual works as a director or employee, and shall submit the prescribed membership application form through the Member Marina to the Operating Company with a copy of the receipt and other documents designated by the Operating Company.
- 2 An individual who wishes to join the Club as HM member shall acquire membership and be admitted to the Club on the day when the Operating Company accepts the application set forth in the preceding paragraph and issues the membership card. Admission may be denied by the examination of admission.

#### Article 10 (Membership Term)

- 1 The membership term for Individual Member shall be one (1) year from the day of acquisition of membership; provided, however, unless other intention is manifested by the Operating Company or the Individual Member two

months prior to the expiration of the term, the term shall be extended for another year under the same conditions, and the same shall apply thereafter.

- 2 The membership term for Parent Member of Family Member shall be one (1) year from the day of acquisition of membership. The membership term for Child Member shall be the same as that of the Parent Member.
- 3 The membership term for Corporate Member (Sea-Style Corporation Course) shall be one (1) year from the day of acquisition of membership, and the same shall apply to its member(s).
- 3-2 The membership term for Corporate Member (Sea-Style Light Course) shall be one (1) year from the day of acquisition of membership.
- 4 The membership term for Group Member shall be one (1) year from the day of acquisition of membership.
- 5 The membership term for HM Member shall be one (1) year from the day of acquisition of membership; provided, however, unless other intention is manifested by the Operating Company, Member Marina or HM Member two months prior to the expiration of the term, the term shall be extended for another year under the same conditions, and the same shall apply thereafter.

#### Article 11 (Non-Refund of Membership Fee)

- 1 Upon acceptance as per Paragraphs 2, 3 and 4 of Article 6, Paragraph 3 of Article 7, Paragraph 3 of Article 7-2 and Paragraph 3 of Article 8, the Operating Company shall appropriate the membership application fee to the membership fee.
- 2 The Operating Company shall not refund the appropriated membership fee for any reason whatsoever.

#### Article 12 (Cancellation of Membership)

- 1 The Operating Company may suspend or cancel the membership, if any of the following applies to a Member or the director, employee, or member of a Corporate Member who uses the Boats, or a companion thereof:
  - (1) Arrears of payment by a Member of membership fee, usage fees, cancellation fees, damages, deductible

amounts, etc., and failure to respond to a demand;

- (2) Deliberate obstruction of the operation of the Club;
  - (3) Violation of these Terms and Conditions or other rules stipulated by the Operating Company;
  - (4) Damage the reputation, credibility, or disturbance of the order of the Club;
  - (5) Failure to satisfy the qualifications stipulated in Article 5; or
  - (6) Failure to comply with the instructions of the Operating Company or Member Marina.
- 2 In the event the membership of Parent Member is suspended or cancelled in pursuant to the preceding paragraph, the same shall apply to the membership of its Child Member. In the event the membership of one of the Child Member is suspended or cancelled in pursuant to the preceding paragraph, the same shall apply to the membership of its Parent Member and other Child Member.
- 3 In the event that the membership of a member of a Corporate Member (Sea-Style Corporation Course) who satisfies the Individual Membership Qualifications is suspended or cancelled pursuant to Paragraph 1 of Article 12, the Operating Company may suspend or cancel the membership of the Corporate Member (Sea-Style Corporation Course) to which such member belongs. In the event that the membership of a Corporate Member (Sea-Style Corporation Course) is suspended or cancelled pursuant to Paragraph 1 of Article 12, the Operating Company may suspend or cancel the membership of Individual Member who is a member of such Corporate Member (Sea-Style Corporation Course).

#### Article 13 (Withdrawal from Membership)

- 1 A Member may withdraw from the Club by submitting a prescribed notice of withdrawal to the Operating Company; provided, however, that withdrawal shall become effective only on the last day of each month, and a notice of withdrawal must be submitted no later than two months prior to such date.
- 2 Notwithstanding the preceding paragraph, for the withdrawal of a Child Member of Family member, the Parent Member shall submit a prescribed notice of withdrawal to the Operating Company; provided, however, that withdrawal shall become effective only on the last day of each month, and a notice of withdrawal must be submitted



no later than two months prior to such date.

#### Article 14 (Loss of Membership Status)

1 Individual Members, Family Members, members of Group Members, and members of Corporate Members (Sea-Style Corporation Course) who satisfy Individual Membership Qualifications shall lose their membership upon the occurrence of any of the following events:

- (1) Death of the Member;
- (2) the Member withdraws from membership pursuant to the preceding Article;
- (3) the membership is cancelled;
- (4) a petition for bankruptcy is filed against or by the Member, or there are other events that cause the loss of credibility of the Member;
- (5) the Member has suspended the payment, became insolvent, received a disposition to suspend transactions with a clearinghouse;
- (6) a petition for voluntary or compulsory auction, provisional seizure, provisional disposition, or compulsory enforcement is filed against the Member by a third party, or the Member receives disposition for failure to pay taxes; or
- (7) the Member's financial condition deteriorates, and there are reasonable grounds to believe that the Member will have difficulty or is likely to have difficulty in paying the membership fee, usage fee, or other payments designated by the Operating Company.

2 In addition to the preceding paragraph, a Child Member shall lose its membership when its Parent Member loses its membership.

3 A Corporate Member shall lose its membership upon the occurrence of any of the following events:

- (1) the Member is dissolved or merged;
- (2) the Member withdraws from membership pursuant to the preceding Article;

- (3) the membership is cancelled;
  - (4) a petition for bankruptcy is filed against or by the Member, or there are other events that cause the loss of credibility of the Member;
  - (5) any events stipulated in items (5) to (7) of Paragraph 1.
- 4 An HM Member shall lose its their membership upon the occurrence of any of the following events:
- (1) the Member Marina with which the HM Member has a boat storage agreement or of which the HM Member is a director or employee withdraws from the Club;
  - (2) the boat storage agreement between the HM Member and Member Marina is terminated, or the HM Member ceases to be a director or employee of the Member Marina;
  - (3) any events stipulated in items (5) to (7) of Paragraph 1.

#### Article 15 (Prohibition on Transfer of Membership)

A Member shall not transfer its membership.

### CHAPTER 3 RIGHTS AND OBLIGATIONS OF MEMBERS

#### Article 16 (Membership Card)

- 1 The Operating Company shall issue one (1) Individual Membership card to each Individual Member, one (1) Family Membership card to each Family Member, Group Membership card of the number of units of membership that the Operating Company has accepted pursuant to Paragraph 3 of Article 8 to Group Members, and one (1) HM Membership card to HM Member through the Member Marina.

For the Corporate Members (Sea-Style Corporation Course), the Operating Company shall issue one (1) Corporate Membership card and two (2) Sea-Style Light Membership cards to each of the one (1) to three (3) member(s) satisfying the Individual Membership Qualifications, per application of membership that the Operating Company has accepted pursuant to Paragraph 3 of Article 7. The Operating Company shall issue two (2) Sea-Style Light Membership

cards to Corporate Members (Sea-Style Light Course).

- 2 Members shall, at their own expense and responsibility, manage the membership card issued pursuant to the preceding paragraph with due care and in the most appropriate manner. In addition, the corporate administrator shall be responsible for the management of all its membership cards as described above.
- 3 Only those who are Individual Members, Family Members, Corporate Members, Group Members or HM Members and are allowed to use the Boats pursuant to Article 19 or Article 20, may use the membership cards.
- 4 Members shall not transfer, pledge, or otherwise dispose of or lease the membership cards.
- 5 In the event a Member loses its membership card, the Member shall immediately follow the prescribed procedures and apply for reissuance to the Operating Company. The costs for reissuance shall be borne by the Member.

#### Article 17 (Payment of Membership Fee)

- 1 Members shall pay the Operating Company the prescribed membership fee in full by the date designated by the Operating Company in the manner prescribed by the Operating Company.
- 2 Notwithstanding the preceding paragraph, the membership fee for a Child Member shall be paid by its Parent Member.
- 3 The Operating Company shall not refund the membership fee paid by a Member for any reason whatsoever.

#### Article 18 (Individuals Allowed to Use Boats)

- 1 Individual Members, Family Members, directors and employees of Corporate Members, Group members, and HM Members may use the Boats in accordance with Article 19 and in the manner prescribed by the Operating Company.
- 2 Directors and employees of Corporate Members may use the Boats in accordance with Article 20 and in the manner prescribed by the Operating Company.
- 3 Only those who are 18 years old or older, holding a Permit of Boat's Operator of Second Class (within 5 miles from shore) or of a higher class or a Permit of Special Boat's Operator and have received training provided by the Member

Marina designated by the Operating Company may operate the Boats.

Article 19 (Use of Boats by Individual Members, Family Members, Corporate Members, Group Members, and HM Members)

- 1 Individual Members, Family Members, and Corporate Members (for the purpose of this Article, it shall mean the members who satisfy the Individual Membership Qualifications), Group Members, and HM Members may use the Boats during business hours in accordance with these Terms and Conditions upon Member Marina's approval to the application for use of the Boats; provided, however, that this shall not apply :
  - (1) when the Boats are already reserved at the time of the application,
  - (2) when inspection, repair, or alteration of the Boats is necessary for the purpose of management or operation;
  - (3) when the use of the Boats is restricted pursuant to Article 28; or
  - (4) when otherwise specified by the Operating Company.
- 2 Individual Members, Family Members, Corporate Members, Group Members, and HM Members shall carry the membership card and Permit of Boat's Operator and present them to the staff of Member Marina when using the Boats.
- 3 Individual Members, Family Members, Corporate Members, Group Members, and HM Members shall, when using the Boats follow the instructions of the staff of Member Marina on how to operate the Boats. In the event of any failure or malfunction of the Boats, the Members shall immediately report to the Member Marina.
- 4 Individual Members, Family Members, Corporate Members, Group Members, and HM Members shall pay to the Member Marina the usage fee (including the amount of consumption tax) stipulated in the list of usage fee stipulated by the Operating Company (hereinafter referred to as the "Usage Fee") for the use of Boats. In addition, Individual Members, Family Members, Corporate Members, Group Members, and HM Members shall understand and agree that an amount equivalent to 12% of the Usage Fee is to be paid to the Operating Company as the consideration for its services to the Members in connection with the operation of the Club and the use of the Boats, and that the

Member Marina is entrusted by the Operating Company to collect such fees.

- 5 When Individual Members, Family Members, Corporate Members, Group Members, and HM Members cancel their reservation, they shall pay to the Member Marina the cancellation fee stipulated by the Operating Company. When cancellation fee occurs, the Member Marina may, through the Operating Company or a third party entrusted by the Operating Company, deduct the amount of the cancellation fee from the Member's account that is used to pay the membership fee stipulated in Article 17.
- 6 Individual Members, Family Members, Corporate Members, Group Members and HM Members who are physically disabled shall, when using the Boats, follow the instructions given by Member Marina to take appropriate protective and supportive measures for the safe and comfortable use of the Boats, based on the purposes of the Act on Welfare of Physically Disabled Persons, such as having a non-physically disabled person who is 18 years old or older and holds a Permit of Boat's Operator of Second Class (within 5 miles from shore) or of a higher class or a Permit of Special Boat's Operator ride with them.
- 7 In addition to the preceding paragraphs, the Operating Company shall separately stipulate rules concerning the use of the Boats by Individual Members, Family Members, Corporate Members, Group Members, and HM Members, and Individual Members, Family Members, Corporate Members, Group Members, and HM members shall comply with such rules.

#### Article 20 (Use of Boats by Corporate Members)

- 1 A member of Corporate Member who wishes to use the Boats (hereinafter referred to as a "Prospective User") shall notify the corporate administrator to that effect and obtain the permission. In the event the corporate administrator confirms that the Prospective User is a director or employee of the Corporate Member and is 18 years old or older, the corporate administrator shall, unless otherwise specified, apply to the Member Marina for the use of the Boats in the conditions specified by the Prospective User in accordance with the terms and conditions of the corresponding membership.

- 2 In the event a Member Marina accepts the application for the use of the Boats set forth in the preceding paragraph, the Prospective User is entitled to use the Boats in accordance with the provisions of the preceding Article and Chapter 5 and other permitted conditions; and the corporate administrator shall immediately deliver the membership card to the Prospective User.
- 3 Prospective Users may use the Boats in accordance with the provisions of the preceding Article, Chapter 5 and other permitted conditions, and shall return the membership card delivered under the preceding paragraph to the corporate administrator immediately after use.

#### Article 21 (Points Services)

The Operating Company may grant points of different types (hereinafter referred to as "Points") to the Members in a manner prescribed by the Operating Company, and Members may use these Points in accordance with these Terms and Conditions and other rules specified by the Operating Company (hereinafter referred to as "Point Services").

#### Article 22 (Grant of Points)

The services to which the Points are granted (hereinafter referred to as the "Services Eligible for Points"), the Points granting rate, the time of Points granting, and other conditions for granting Points shall be determined at the discretion of the Operating Company, and shall be notified to the Members by notice on the website of the Club or by any other manner prescribed by the Operating Company.

#### Article 23 (Use of Points)

- 1 Member may use the Points to pay for part of the usage fee in accordance with the terms and conditions stipulated by the Operating Company (hereinafter referred to as "Points Payment").
- 2 The manner of using the Points and other conditions for using the Points shall be determined at the discretion of the Operating Company, and shall be notified to the Members by notice on the website of the Club or by any other

manner prescribed by the Operating Company.

- 3 Points shall expire after one (1) year from the last day of the Member's use of the Boats; provided, however, that the Points that have a fixed validity period, (hereinafter referred to as the "Limited Period Points") shall expire upon the expiry date set by the Operating Company at the time of Limited Period Points.
- 4 Points cannot be converted into cash.
- 5 Members shall not assign or transfer the Points to a third party or pledge the Points as collateral.
- 6 Members shall not use their Points together with those of other Members.
- 7 In the event a Points Payment is cancelled, the Operating Company shall, in principle, refund the Points used in the Points Payment.
- 8 In the event the amount of the usage fee is reduced due to any circumstances after the Members have paid with Points Payment, the amount equivalent to such reduction shall first be refunded in cash, and if there is any remaining amount to be refunded, the remaining amount shall be refunded in Points.
- 9 In addition to the Points Payment, Members may use the Points in accordance with the manner and conditions stipulated by the Operating Company.

#### Article 24 (Cancellation of Points)

- 1 In the event that the use of the Services Eligible for Points is cancelled or changed after the Operating Company has granted the Points, or in the event that the Operating Company determines that it is appropriate to cancel the Points granted to the Members because of unauthorized use or otherwise, the Operating Company may cancel all or part of the Points granted to the Members without prior notice to the Members.
- 2 In the event that the Members withdraw from membership, the membership is cancelled or lost, or otherwise stipulated by the Operating Company, the Points granted shall expire, and the Members shall lose any and all rights and benefits relating to the use of the Points and shall not be entitled to make any claims against the Operating Company.

#### Article 25 (Change of Points Services)

The Operating Company shall be entitled to change the contents and conditions of the Points Services (including but not limited to, the Services Eligible for Points, the Points granting rate, the time of Points granting, the manner of using the Points, and other conditions for granting and using the Points) by notifying the Members by notice on the website of the Club or by any other manner prescribed by the Operating Company without prior notice to the Members.

### CHAPTER 4 MISCELLANEOUS

#### Article 26 (Companion)

- 1 Members may ride on Boats with others (hereinafter referred to as "Companion"); provided, however, that the total number of passengers shall not exceed the seating capacity.
- 2 These Terms and Conditions shall apply to the use of Boats by the Companions.
- 3 Members shall be jointly and severally responsible with their Companions for the Companions' conducts at the Member Marina and on the Boats.

#### Article 27 (Accident Liability)

- 1 The Operating Company shall not be liable for any damage incurred by the Members or the directors, employees or members of Corporate Members who used the Boats or their Companions as a result of accident during the use of the Boats, except to the extent covered by the insurance stipulated in Paragraph 3; provided, however, that this shall not apply when there is intentional or gross negligence on the part of the Operating Company.
- 2 The Members or the directors, employees or members of Corporate Members who used the Boats and their Companions shall be liable for the damages they caused to the Operating Company, Member Marina or any other third party to the extent not covered by the insurance stipulated in Paragraph 3.
- 3 To cover the damages set forth in the preceding two paragraphs, the Member Marina shall take out boat insurance,



liability insurance, passenger accident insurance and search and rescue insurance as designated by the Operating Company for the use of the Boats. However, the insurance does not apply to the damages caused to the Operating Company, Member Marina or any other third party when the damages are caused by the following acts of the Members or the directors, employees or members of Corporate Members who used the Boats or their Companions:

- (1) cause one who is not a Member to operate the Boats;
- (2) fail to receive the training provided by the Member Marina designated by the Operating Company before operating the Boats;
- (3) fail to comply with the instructions given in the training stipulated in the preceding item;
- (4) fail to take safety measures when operating or using the Boats (including but not limited to failure to keep watch, disregard of weather and sea conditions, and acts that cause mechanical breakdowns);
- (5) fail to report to the Member Marina in the event of a breakdown or malfunction of the Boats or other acts resulting from gross negligence or willful misconduct.

The Members are liable for deductible and other damages not covered by insurance.

- 4 Parent Members of Family Members shall cooperate in preventing and resolving disputes related to their Child Members in the event that the Child Members cause damages to the Operating Company, the Member Marina, or any other third party due to a reason attributable to the Child Members when using the Boats.

#### Article 28 (Restrictions on Use)

- 1 The Operating Company may restrict the use of the Boats by Members in accordance with the rules on restriction of use, which are separately stipulated taking into account the number of Members, the frequency of use by Members, the number of Boats managed by the Member Marina and other relevant factors.
- 2 The Operating Company may restrict the use of Boats in the event of natural disaster, enactment, revision or abolition of laws, regulations or administrative guidance, or any other unavoidable circumstances.
- 3 The Operating Company may restrict the use of Boats by Members in the event that the Members do not comply

with the instructions of the Operating Company or the Member Marina.

- 4 The Operating Company may designate or restrict the use by physically disabled Individual Members, Family Members, directors or employees of Corporate Member, Group Members and HM Members.
- 5 Even if the Member Marina has accepted the reservation made by Individual Members, Family Member, Corporate Members, Group Members or HM Members, the Operating Company may, at the discretion of Member Marina, restrict the use of the Boats when it is unable or inappropriate to use the Boats due to bad weather, malfunction or other reasons.
- 6 Members shall not make any claim for compensation or any other objection to the Operating Company for the circumstances set forth in the preceding five paragraphs.

#### Article 29 (Prohibition on Commercial Use)

Members shall not use the Boats for boat rental, pleasure boat business or any other business of their own.

#### Article 30 (Processing of Personal Information)

- 1 For the purpose of this Article, "Personal Information" shall mean information concerning the individuals listed below (hereinafter referred to as "Individual Members and Others"), which includes contact information such as name, date of birth, address, telephone number, and e-mail address, workplace information, boating license, and history of use the Boats (including any information related to accidents), location information of the Boats when using the Boats and other information obtained by the Operating Company or the Member Marina through the operation of the Club, including membership registration of and use by the Individual Members and Others:

- (1) Individual Members and Family Members;
- (2) Those who have applied for membership as Individual Member to the Operating Company by completing the prescribed application form or through the website of the Operating Company;
- (3) Those with a history of being Individual Member or Family Member in the past two years;

- (4) HM Members;
  - (5) Those with a history of being HM Member in the past two years;
  - (6) Corporate administrators and representative of the groups;
  - (7) Corporate Members or Group Members who used Member Marina based on the membership in the past two years; and
  - (8) Companions of those set forth above.
- 2 Individual Members and Others shall agree that the Operating Company processes personal information for the purposes listed below:
- (1) Operation of the business under these Terms and Conditions and operation of other same or similar business as the Club by the Operating Company;
  - (2) Verification of the collected personal information, e.g. employment status of Individual Members and Other, for the examination of admission or renewal;
  - (3) Verification of information related to the use of the Boats after admission to membership; and
- 3 Individual Members and Others shall agree that the Operating Company and Member Marina may jointly use personal information as shown in the table below.

Purposes of Use	<div>(1) Contact related to Club operation</div> <div>(2) Distribution of bulletin</div> <div>(3) Distribution of information on products, services, campaigns, events, etc.</div> <div>(4) Provision of benefits</div> <div>(5) After-sales service for products purchased by Individual Members and Others from the Operating Company</div> <div>(6) Requests for the collection of comments, opinions, and statistical data on products, services, campaigns, events, etc.</div>
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	<p>(7) Analysis aimed at developing and improving the quality of the products and services provided by the Operating Company</p> <p>(8) Investigations for examination of admission, restriction of use, cancellation of membership, etc.</p> <p>(9) Charge of cancellation fee</p> <p>(10) Responses to accidents and procedures regarding insurances</p> <p>(11) Improvement of safety and convenience for Members</p>
Types of Personal Information	Membership number, name, address, e-mail address, telephone number, emergency contact information, date of birth, gender, occupation and other registration information, boat's license information, use history, information about accidents such as injury status, account information for membership fee payment, location information of the Boats, passport number (in case of overseas Member Marina).
Joint Users of Personal Information	Yamaha Motor Co., Ltd., Member Marina
Chief Administrator of Joint Use	<p>Yamaha Motor Co., Ltd.</p> <p>〒438-8501 Shingai 2500, Iwata-shi, Shizuoka</p> <p>President and Representative Director: Yoshihiro Hidaka</p>

- 4 The Operating Company may engage contractors to perform all or part of the business under these Terms and Conditions, and may provide personal information to the extent necessary to achieve the purpose of use stipulated in Paragraph 2 of this Article 30.
- 5 In case of accidents, the Operating Company may provide information about accidents including outlines, injury status and location information, to insurance companies and their agents for procedures such as making insurance claims.
- 6 The Operating Company may provide information of the Individual Members and Others in formats that does not

allow direct identification of individuals, to business partners such as service providers, software development service providers, various manufacturers and co-researchers.

- 7 Individual Members and Others shall agree that the Operating Company may disclose their information to the court, public prosecutor's office, police office, tax office and other national or local authorities by the operation of law.
- 8 Individual Members and Others shall be entitled to request the consultation desk established by the Operating Company to disclose, correct, add or delete, terminate the use of or erase their personal information in accordance with the provisions of laws and regulations. For questions, requests, and complaints regarding the processing of personal information, please contact the following consultation desk.

Consultation Desk for Personal Information

Yamaha Motor Co., Ltd. (Digital Transformation Div., Marketing Section, Marine Business Operations)

〒438-8501 2500 Shingai, Iwata-shi, Shizuoka

E-MAIL [sea-style@yamaha-motor.co.jp](mailto:sea-style@yamaha-motor.co.jp)

- 9 In addition, the Operating Company shall process personal information in accordance with the Privacy Policy <https://global.yamaha-motor.com/jp/privacy/jp/Link>, and Individual Members and Others shall agree to the content thereof.

#### Article 31 (Procedures for Updating Registered Information)

- 1 The Members shall guarantee that the information provided in the application form for membership and other information reported to the Operating Company is correct, and the Operating Company shall not be liable for any damages suffered by the Members or any third party due to inaccuracy of such information.
- 2 In the event of any change in the registered information, such as the name and address, the Members shall promptly update the information in accordance with the prescribed procedure.
- 3 Notice from the Operating Company to the Members shall be deemed to have been made when the notice is sent to the contact address provided by the Members. In the event the notice from the Operating Company is not received

due to a reason attributable to the Members, such as failure to update their information in accordance with the prescribed procedure set forth in the preceding paragraph, the notice shall be deemed to have arrived at the time when it should normally have arrived.

#### Article 32 (Abolition of Club)

- 1 The Operating Company shall be entitled to abolish the Club in the event of any impediment to the operation of the Club due to unavoidable circumstances such as natural disaster, enactment, revision or abolition of laws, regulations or administrative guidance, sudden changes in social and economic conditions, or a significant decrease in the number of Members.
- 2 In the event of the preceding paragraph, the Members shall not make any claim for compensation or objection against the Operating Company.
- 3 Notwithstanding the preceding paragraph, in the event of Paragraph 1, the Operating Company shall compensate the Members for the amount of membership fee multiplying by the percentage designated by the Operating Company; provided, however, that this shall not apply where one (1) year has passed from the date of admission to the membership.
- 4 The Operating Company shall give prior notice to the Members at least six (6) months prior to the abolition of the Club, except in unavoidable circumstances such as a disaster.

#### Article 33 (Effects of Abolition of Club)

- 1 In the event that the Operating Company abolishes the Club, the Members shall automatically lose the membership and the membership fee paid shall be settled on a monthly pro rata basis and shall be refunded without interest.
- 2 Except for the compensation stipulated in Paragraph 3 of the preceding Article and the refund of membership fee stipulated in the preceding paragraph, Members shall not make any monetary claim whatsoever against the Operating Company.

#### Article 34 (Amendment of Terms and Conditions)

The Operating Company may change these Terms and Conditions at any time by giving notice of the amended Terms and Conditions on the website of the Club or in a manner prescribed by the Operating Company, and the amended Terms and Conditions shall be effective for all Members.

### CHAPTER 5 SEA-STYLE LIGHT

#### Article 35 (Name)

The Club organizes the YAMAHA Marine Club Sea-Style Light (hereinafter referred to as the "Light") as a subordinate organization.

#### Article 36 (Types of Members)

Light Members shall consist only of Individual Members and members of Corporate Members who use the Boats with the qualification to Sea-Style Light; provided, however, that the Operating Company may add, change, or abolish any type of Light Members.

#### Article 37 (Provisions on Replacement of Terms)

The provisions concerning Individual Members in Chapters 1 to 4 of these Terms and Conditions shall apply to Light Members, except for the following.

- (1) Notwithstanding Paragraph 1 of Article 5, Light Members shall be 18 years old or older.
- (2) Notwithstanding Paragraph 1 of Article 6, an individual who wishes to join Light shall remit the membership application fee to the account of the financial institution designated by the Operating Company and submit the prescribed membership application form to the Operating Company with a certificate of remittance and other documents designated by the Operating Company.

- (3) Notwithstanding Article 10, the membership term for Individual Light Member shall be two (2) years from the day of acquisition of membership.
- (4) Notwithstanding Paragraph 1 of Article 16, the Operating Company shall issue one (1) Light membership card to each Light Member.
- (5) Notwithstanding Paragraph 3 of Article 18, only Light Members who are 18 years old or older may use the Boats pursuant to Paragraph 1 of Article 18.
- (6) Notwithstanding Paragraph 2 of Article 19, when using the Boats, Light Members shall carry their membership card and present it to the staff of Member Marina.
- (7) When using the Boats, the Light Members shall be accompanied by a captain designated by the Member Marina, and the Light Members shall not operate the Boats, and shall follow the instructions of the captain on board.
- (8) In addition to the foregoing, the Operating Company and the Member Marina may separately stipulate rules related to the Light Members' use of the Boats, and the Light Members shall comply with such rules.

## CHAPTER 6 SEA-STYLE JET

### Article 38 (Name)

The Club organizes the YAMAHA Marine Club Sea-Style Jet (hereinafter referred to as the "Jet") as a subordinate organization.

### Article 39 (Types of Members)

Jet Members shall consist solely of individual members (hereinafter referred to as "Jet Members"); provided, however, that the Operating Company may add, change or abolish any type of Jet Members.

### Article 40 (Provisions on Replacement of Terms)

The provisions concerning Individual Members in Chapters 1 to 4 of these Terms and Conditions shall apply to Jet Members,



except for the following.

- (1) Notwithstanding Paragraph 1 of Article 6, an individual who wishes to join Jet shall remit the membership application fee to the account of the financial institution designated by the Operating Company and submit the prescribed membership application form to the Operating Company with a certificate of remittance, a copy of the Permit of Special Boat's Operator and other documents designated by the Operating Company.
- (2) Notwithstanding Paragraph 1 Article 16, the Operating Company shall issue one (1) Jet membership card to the Jet Member.
- (3) Notwithstanding Paragraph 2 of Article 19, when using the Boats, Jet Members shall carry their membership card and Permit of Special Boat's Operator and present them to the staff of the Member Marina.
- (4) In addition to the foregoing, the Operating Company and the Member Marina may separately stipulate rules related to the Jet Members' use of the Boats, and the Jet Members shall comply with such rules.

#### Supplementary Provisions (Terms and Conditions of FY2006)

These Terms and Conditions shall become effective as of April 1, 2006.

#### Supplementary Provisions (Amendment of FY 2010)

Amendment of these Terms and Conditions as of April 1, 2010 (addition to and amendment of Chapter 5) shall become effective as of April 1, 2010.

#### Supplementary Provisions (Amendment of FY 2013)

Amendment of these Terms and Conditions as of March 1, 2013 (addition to and amendment of Chapter 7) shall become effective as of March 1, 2013.

#### Supplementary Provisions (Amendment of FY 2016)

Amendment of these Terms and Conditions as of July 1, 2016 (addition of the Family Membership system, etc.) shall become effective as of July 1, 2016.

Supplementary Provisions (Amendment of FY 2017)

Amendment of these Terms and Conditions as of May 5, 2017 (processing of personal information, etc.) shall become effective as of May 5, 2017.

Supplementary Provisions (Amendment of FY 2018)

Amendment of these Terms and Conditions as of March 1, 2018 (amendment of Corporate Member and addition of Group Member, etc.) shall become effective as of March 1, 2018.

Supplementary Provisions (Amendment of FY 2019)

Amendment of these Terms and Conditions as of March 1, 2019 (addition of Corporate Members (Sea-Style Light Course), etc.) shall be effective as of March 1, 2019.

Supplementary Provisions (Amendment of FY 2020)

Amendment of these Terms and Conditions as of December 1, 2020 (addition of charge of cancellation fee and Points Service, etc.) shall be effective as of December 1, 2020.

Supplementary Provisions (Amendment of FY 2022)

Amendment of these Terms and Conditions as of April 1, 2022 (amendment and addition of use of boats, etc., accident responsibilities and processing of personal information, etc.) shall be effective as of April 1, 2022.

<Detailed Regulations of Restrictions on Use>

1. Use against public order and morals or use for commercial purposes is prohibited.

2. As exposure of tattoos (including fashion tattoos) may be denied, tattoos shall be covered at places where other customers are present, such as the premise of marina.
3. Use by members of anti-social organizations such as organized crime groups or related persons is prohibited.
4. Operation of boats, etc. by anyone other than the Members is prohibited. Only those who are 18 years old or older, holding a Permit of Boat's Operator of Second Class (within 5 miles from shore) or of a higher class or a Permit of Special Boat's Operator and have received training provided by the Member Marina designated by the Operating Company may operate the Boats. Light Members, whether holding a boating license or not, shall not operate the Boats. The instructions of the captain of the Member Marina shall be followed. The insurance does not apply to the damages caused to the Operating Company, Member Marina or any other third party when the damages are caused by the following acts of the Members or the directors, employees or members of Corporate Members who used the Boats, and their Companions:

- (1) cause one who is not a Member to operate the Boats;
- (2) fail to receive the training provided by the Member Marina designated by the Operating Company before operating the Boats;
- (3) fail to comply with the instructions given in the training stipulated in the preceding item;
- (4) fail to take safety measures when operating or using the Boats (including but not limited to failure to keep watch, disregard of weather and sea conditions, and acts that cause mechanical breakdowns);
- (5) fail to report to the Member Marina in the event of a breakdown or malfunction of the Boats or other acts resulting from gross negligence or willful misconduct.

The Members shall be fully liable for such damages.

5. For security reasons, the use by those who do not understand or comply with (including those who are unlikely to understand or comply with) the safety provisions may be denied or terminated as the case may be.
6. The preceding five paragraphs shall apply to companions and passengers.
7. In addition to the preceding six paragraphs, in the event of a violation of the terms of use stipulated by each Member

Marina, the use of Member Marina may be restricted or suspended.

8. In the event of a violation of the provisions of the preceding seven paragraphs, the Operating Company may suspend or cancel the membership.