

# Terms and Conditions for Rental

## Article 1 Applicability of Terms and Conditions Chapter 1 General Provisions

1. We shall rent a vehicle (hereinafter referred to as "rental car") to a renter in accordance with the provisions of this terms and conditions. If the specified driver differs from the renter, according to Article 8.3, the renter shall inform the said driver of this agreement and ensure that the driver observes this terms and conditions. Matters shall be handled in accordance with laws and regulations or general customs.  
2. We may accept a special contract, provided that it does not infringe upon this terms and conditions and bylaws or administrative rulings or general customs. In that case, the special contract shall prevail over this terms and conditions.

## Article 2 Reservation Request Chapter 2 Reservations

1. For renting a rental car, the renter may make a reservation specifying the class of vehicle types, the rental starting date, the rental location, the rental period, the return location, the driver, a child safety seat and other accessories, and other rental conditions (hereinafter referred to as "rental conditions") in advance after agreeing to this terms and conditions as well as our price list and other terms. When reserving a micro-bus, the renter shall be obliged to specify the covered area or destination, number of passengers and purpose of use as conditions of the rental.  
2. Upon receiving a reservation request from the renter, we shall accept reservation within the range of the rental cars we own. The renter shall pay us the reservation deposit specified by us unless we agree on a special case.

## Article 3 Reservation Change

1. If the renter wants to change the rental conditions in the Article 2.1, the renter must obtain our approval by the commencement date of the rental.  
**Article 4 Reservation Cancellation**  
1. The renter or we may cancel a reservation following our prescribed procedure.  
2. If the car rental agreement (hereinafter referred to as "Rental Agreement") is not signed within one hour after the rental starting time due to circumstances caused by the renter, the renter shall be liable for the reservation deposit.  
3. In the case of the Article 4.2 above, the renter shall pay us the prescribed reservation cancellation fee. We shall refund the reservation deposit received to the renter when this reservation cancellation fee has been paid.  
4. If the reservation is cancelled or the Rental Agreement is not signed due to the circumstances caused by us, we shall refund the reservation deposit received and shall pay the prescribed penalty to the renter.  
5. If the Rental Agreement is not signed due to reasons caused by neither the renter nor us such as an accident, theft, non-return, recall, natural disaster, etc., the reservation shall be deemed to be cancelled. In this case, we shall refund the reservation deposit received.  
6. For the web reservation, if our reservation confirmation email cannot be sent to the email address submitted by the renter or we cannot reach the renter by phone, we may consider the reservation to be invalid.

1. If we cannot provide a rental car that meets the conditions requested by the renter such as the class of the vehicle types, accessories, smoking or non-smoking preference, etc., (hereinafter referred to as "conditions"), we may propose an alternative rental car (hereinafter referred to as "substitute rental car") to the renter.  
2. If the renter accepts the offer of the previous clause, we shall lend a substitute rental car under the same rental conditions as the reservation request except those conditions that can not be met. In such a case, the renter shall pay the lower rate if the rental rate for the class of the substitute rental car is higher than that of the requested rental car.  
3. If the renter releases the offer of the substitute rental car as set forth in the Article 5.1, the renter may cancel the reservation.  
4. In the case of the previous clause, if the car rental is not possible due to the circumstances caused by us, the reservation is deemed to be cancelled, and we shall follow the Article 4.4 reservation cancel clause. We shall refund the reservation deposit received and pay the prescribed penalty to the renter.  
5. In the case of the Article 5.3, if the car rental is not possible due to the circumstances not caused by us, the reservation is deemed to be cancelled, and we shall follow the Article 4.5 reservation cancel clause. We shall refund the reservation deposit received.

## Article 5 Return Chapter 3 Return

1. The renter may make a reservation at the travel agents or other business partners (hereinafter referred to as "agents") that take reservations on our behalf. The renter who makes a reservation through the agent may change the reservation at the same agent. The reservation change must be approved by us through the agent.  
**Chapter 3 Rental Agreement**  
**Article 8 Entering a Rental Agreement**  
1. While the renter shall present the renting conditions as set forth in the Article 2.1, we shall not provide rental conditions as set forth in this terms and conditions and rental conditions if the following applies: When there is no car available for the renter, or when the renter or the driver is in any of the conditions that are specified in the Article 9.1 and 9.2 (all items).  
2. Once the Rental Agreement is entered, the renter shall pay us the rental fee as prescribed in the Article 11.1. If the renter wants to use a discount code provided by us, the renter shall present it upon entering the Rental Agreement.  
3. Following the Basic Instructions issued by the government agency (note 1), we shall request the renter to present the driver's license (note 2) of the driver designated by the renter (hereinafter referred to as "the driver"), and to submit a photocopy of the license in order to record the full name, address, category number of the driver's license, and to attach a copy of the driver's license in the rental register (original rental slip) and the rental certificate as prescribed in the Article 14.1. If the renter himself or herself is the driver, the renter shall present his/her own driver's license and submit a photocopy of the license. If the renter himself/herself is not the driver, the renter shall present his/her driver's license and submit a photocopy of the license.  
note 1 The Basic Instructions issued by the governing agency refers to Article 2(10) and 2(11) of "The Basic Instruction concerning Rental Vehicles" issued by the Director of the Automobile Traffic Bureau, the Ministry of Land, Infrastructure and Transport on June 13, 1995 as a Ryo No.138.  
note 2 The renter shall enter the Rental Agreement, make the reservation and use the rental car in accordance with the Article 9.1 and 9.2. The law which is issued in accordance with Article 92 of the Road Traffic Law. Additionally, international driver's license or foreign driver's license as stipulated in the Article 107.2 of the Road Traffic Law, shall apply mutatis mutandis to the driver's license.

## Article 9 Identification Chapter 4 Identification

4. We, at the time of entering the Rental Agreement, may ask the renter and/or the driver to present other documents for identification in addition to the driver's license thereof, and we may make photocopies of such documents thereof.  
5. We, at the time of entering the Rental Agreement, may ask the renter and/or the driver to report his/her mobile phone number or other means of contact for the purpose of emergency contact.  
6. We, at the time of entering the Rental Agreement, may require payment by credit or cash, or otherwise designate other methods of payment, and the renter and/or the driver shall follow our request.  
7. The renter and/or the driver shall follow our request.  
**Article 9 Refusal to Enter the Rental Agreement**  
1. If the renter or the driver does not any of the provisions set forth below, the Rental Agreement shall not be executed.  
1. If he/she does not present the required driver's license or does not consent to submit a copy of a driver's license when requested to do so.  
2. If he/she is considered to be under the influence of alcohol.  
3. If he/she is considered to show symptoms of being under the influence of narcotic drugs, stimulant drugs, thinner, etc.  
4. If he/she has a child in the car without a child safety seat.  
5. If he/she is considered to be a member of a designated violence group or organization related to such a group, or is deemed to belong to some other anti-social organization.  
2. We may refuse to enter the Rental Agreement or cancel a reservation if any of the following cases apply to the renter or the driver.  
1. When a third party other than the renter or the driver has been involved in the accident.  
2. When the renter or the driver have failed to punctually pay the rental fee or other financial liabilities to us in the past.  
3. When the renter or the driver acted in contravention of Article 18 in the past.  
4. When the renter or the driver have violated the provisions of Article 24.1 in the past including for car rentals from other companies.  
5. When the renter or the driver had automobile insurance coverage refused due to the violation of the terms and conditions for rental or the insurance provision.  
6. When the renter or the driver commits an act of violence, makes unreasonable requests or uses abusive language against our employees or associates when doing business with us.  
7. When the renter or the driver has been involved in the accident without merits or force to discredit our reputation or obstruct our business.  
8. When the renter or the driver does not meet all our prescribed conditions.  
9. When we find any ground inappropriate to execute the Rental Agreement with the renter or the driver.  
3. The renter and/or the driver shall follow the reservation as already made in accordance with the reservation or the cancellation reservation requested by the renter. The renter shall pay us the prescribed reservation cancellation fee immediately. We shall refund the reservation deposit received to the renter when this reservation cancellation fee has been paid.

## Article 10 Completion of the Rental Agreement

1. The Rental Agreement shall come into effect when the renter pays the rental charge to us and we deliver the rental car to the renter or the driver. In this case, the reservation deposit received shall be allotted as part of the rental charge.  
2. The delivery as described above shall take place at the rental starting date and time at the rental location as specified in Article 2.1.  
**Article 11 Rental Charge**  
1. The rental charge means the total amount of the following. We shall specify the rental charge in detail as well as the basis for calculation in the price list.  
1. Basic charge  
2. Destible compensation charge  
3. Optional equipment charge (Accessories)  
4. Drop-off charge  
5. Rental electric charge  
6. Vehicle delivery and pick up charge  
7. Other charges  
2. The basic rental charge shall be in accordance with the price of which we have submitted to the Director of the Land Transport Office of District Bureau of Transport (the Director of Hyogo Land Transport of the Comptroller Division of Kobe Transport in Hyogo and the Director of the Land Transport Office of the Okinawa General Affairs Bureau in Okinawa, which shall be also applicable to the Article 14.1 hereunder), and which is implemented at the rental location.  
3. When the rental charge is changed after the reservation has been made in accordance with Article 2, the rental charge shall be determined based on the comparison between the rental charge applied at the time of reservation and the rental charge applied at the time of rental and whichever lower shall apply.  
4. The rental charge shall be specified in the table of charges or bylaws.

## Article 12 Change of Rental Conditions

1. When the renter desires to change the rental conditions as set forth in Article 1.8 after entering the Rental Agreement, the renter shall obtain our approval.  
2. We may not approve the changes in rental conditions as described under previous article (Article 12.1) if such changes interfere with our day-to-day renting operations.  
**Article 13 Inspection and Maintenance of the Rental Car**  
1. We shall provide a vehicle undergoing necessary periodic inspection and maintenance as stipulated in the Article 48 of the Road Transport Vehicle Law (Periodic Inspection and Maintenance).  
2. We shall conduct necessary inspection and maintenance as stipulated in Article 47.2 of the Road Transport Vehicle Law (Daily Inspection and Maintenance).  
3. The renter and/or the driver shall be deemed to have accepted the previous articles (13.1 and 13.2) and ensure that the rental car is free from defects by inspection of the exterior and the accessories of the rental car, and also that the rental car meets the rental conditions.  
4. If any defects are detected in the rental car upon the checkup under previous Article (13.3), we shall immediately perform necessary repairs and maintenance.  
5. The renter or the driver shall be responsible for the cost of seat or other equipment. We shall not be responsible for such setting.

## Article 14 Issuance and Carrying of the Rental Certificate

1. At the time of delivery of the rental car, we shall issue to the renter or the driver a designated rental certificate of the rental car (hereinafter referred to as "Rental Certificate") stating items set forth by the Director-General of the District Transport Bureau.  
2. The Rental Certificate shall be issued to the renter or the driver in accordance with Article 14. From the time the rental car is received until it is returned to us (hereinafter referred to as "period of use").  
3. The renter or the driver shall immediately notify us when the renter or the driver loses the Rental Certificate.  
4. When the renter or the driver shall return the Rental Certificate to us upon return of the rental car.

## Chapter 4 Use of the Rental Car

**Article 15 Managerial Responsibilities of the Renter or the Driver**  
The renter or the driver shall use and care for the rental car as its proper manager, from the time the rental car is received until it is returned to us (hereinafter referred to as "period of use").  
1. The renter shall use and safeguard the IC card (e.g. ETC card) received from us with good diligence.  
2. Only the renter or the pre-registered driver shall be allowed to use the IC card, and no other parties shall be allowed the use of the card (including family members of the renter).  
3. In the event that the rental agreement ceases to be effective for whatever reason, the renter shall immediately return the IC card to us whenever we request it to be returned.  
3. The renter shall promptly inform us if the IC card is lost, stolen or damaged.  
5. Regardless of whether the loss, etc. stated above is the fault of the renter or not, the renter shall bear the cost and reimburse us in accordance with our request.  
**Article 17 Daily Inspections and Maintenance**  
The renter or the driver must perform the daily inspection and maintenance of the rental cars during the period of use as prescribed in Article 47-2 (Daily Inspection and Maintenance) of the Road Transport Vehicle Law.  
**Article 18 Prohibited Acts**  
1. The renter or the driver is prohibited from performing the following acts during the period of use.  
1. Using the rental car for a motor freight trucking businesses or other similar purposes without obtaining our consent as required by the Road Transport Law.  
2. Using the rental car for other than the purpose specified in Article 8.3.  
3. To rent the rental car to or deposit it for security or any other acts which would infringe on our reserved rights.  
4. Forging or falsifying the license number plate or fleet number plate of the rental car, or changing the original condition of the rental car by modification or remodels.  
5. Using the rental car for any kind of test or competition, or for towing or pushing.  
6. Using the rental car in violation of laws or against public order and standards of decency.  
7. Subscribing to damage insurance for the rental car without obtaining our consent.  
8. Using the rental car for any other purpose other than the use of the car. Using tools and parts for vehicles other than the rental car.  
9. Allowing a pet or letting the pet out of the cage in the rental car without our consent.  
10. Taking the rental car outside of Japan.  
11. Acting in violation of the Renting Conditions of Article 8.1.  
12. Defacing or damaging an electric vehicle or battery charge by handling them improperly.  
2. We may start legal proceedings if the renter or the driver commits an act corresponding to this article, Article 18 or Article 24 which violates criminal law.  
**Article 19 Measures in Case of Illegal Parking**  
1. When the renter or the driver parks the rental car in violation of the Road Traffic Law during the period of use of the rental car, the renter or the driver shall pay the fines, as well as the towing charges, storage and others in connection with such illegal parking.  
2. In the event that police notifies us of the renter's or the driver's illegal parking of the rental car, we shall contact the renter or the driver, instructing the renter or the driver to move the rental car without delay and also to appear at the police station at the expiration of the Rental Agreement or by specific time instructed by us for completion of the legally required procedure. Then the renter or the driver shall comply with such instructions given by us. When police instructs the renter or the driver to stop the car, the renter or the driver shall immediately stop the car.  
3. After giving the instructions to the renter or the driver in accordance with this article, we shall confirm the status of the legally required procedure on the renter or the driver by checking the traffic violation notice, payment notice or the receipt of a penalty or other charges. When the legally required procedure cannot be completed on the renter or the driver, we shall immediately pay the illegal parking fines to us. Furthermore, we shall require the renter or the driver to sign a specific document (hereinafter referred to as "Acknowledgement Letter") to effect that the renter or the driver admit having illegally parked the rental car, that the renter or the driver shall appear at the police station and that the renter or the driver shall act in compliance with the laws and regulations. The renter or the driver shall comply accordingly.  
4. We shall contact the renter or the driver in connection with the illegal parking, taking such action as we see necessary or appropriate. We shall also take necessary legal measures by submitting to Public Safety Commission documents containing personal information, including, but not limited to, a letter of explanation, the Acknowledgement Letter, a copy of the Rental Car Certificate and other documents as necessary in accordance with Article 19 of the Road Traffic Law and reporting to Public Safety Commission of the illegal parking. The renter or the driver shall consent to such actions we may take.  
5. In the event that we receive an order for payment of a fine for illegal parking as stipulated in Article 51-4.(1) of the Road Traffic Law and pays such penalty of the illegal parking on behalf of the renter or the driver, or that we receive a notice of identification and the order of the rental car, the renter or the driver shall bear the responsibility to compensate to us for the amount of such penalty of the illegal parking and costs. The renter or the driver shall make such payment to us on or before the due date we designate, (hereinafter referred to as "illegal parking-related fines"). Illegal parking related costs are (1) amount of parking fee, (2) amount of the parking fee, (3) costs for search, transfer, storage and pick-up.  
6. In the event that the renter or the driver pay such penalty of the illegal parking to us based on Paragraph 3 and presents us with the receipt or the statement marked with a receipt stamp or when we have received a refund of illegal parking penalty, we shall return to the renter or the driver such penalty amount (including the expense of reimbursement).  
7. Either in the event that we receive an order for payment of a violation charge of the illegal parking in accordance with Paragraph 5 or the event that the renter or the driver fails to make such payment to us on or before the due date we have designated, we shall register the renter's or driver's name, date of the driver's license and the amount of the driver's license fee to the Japan Automobile Rental Association.  
8. Regarding the case where the renter or driver is required to pay illegal parking-related fines according to Paragraph 1, if the said renter or driver does not meet the demand to agree to our instructions in accordance with Paragraph 2, or sign the Acknowledgement Letter as required by us based on Paragraph 3, we will take measures to charge the penalty for illegal parking, define Paragraph 5, from the said order or the illegal parking fine.  
9. Notwithstanding the provisions of Paragraph 7, when we receive the fine for illegal parking and the amount of expense stipulated in Paragraph 5.3 in full, we shall not register the renter or the driver to All Japan Rent-a-car Association, or delete the registered data.  
10. Regarding the case where the renter or the driver is required to pay the illegal parking fine, if the renter or the driver pays the said penalty of illegal parking afterwards or is prosecuted and the order of payment of illegal parking fine is cancelled and we receive a refund of illegal parking fine, we shall refund the equivalent amount of illegal parking fines to the renter or the driver (excluding the expense of reimbursement). When we are required to pay the fine for illegal parking based on Paragraph 8, we shall refund the same amount to the renter or the driver.  
11. The renter or driver shall be legally obliged to pay reparations for any damages incurred by us as a result of an incident or accident that occurred while the rental car is illegally parked (including repair fee or tow-truck expenses if the rental car is damaged when illegally parked), and we related losses and expenses incurred by us as a result of such incident or accident.  
12. In the case of the renter or the driver is reported to All Japan Rent-a-car Association in accordance with Paragraph 7, if the order of the payment for fine of illegal parking is nullified or the total amount we have billed based on Paragraph 5 has been paid, the company shall delete the registered data from All Japan Rent-a-car Association.

## Article 20 Responsibility for the Return of the Rental Car

1. The renter or the driver shall return to us the rental car at the specified returning place at or before the termination of the rental period.  
2. The renter or the driver shall be responsible for damages to us when the rental car is in violation of the preceding paragraph.  
3. In the event that the renter or the driver fails to return the rental car during the rental period due to a natural disaster or any other force beyond human control, the renter or the driver shall not be liable for the damages arising from such cause. In this case, the renter or the driver shall immediately contact us and follow our instructions.  
**Article 21 Check of the Rental Car**  
1. The renter or the driver shall return the rental car in the same conditions as confirmed at the commencement of rental in the presence of our representative, except for the ordinary wear and tear of the rental car arising from normal use.  
2. The renter or the driver, at the time of return of the rental car, shall confirm that no articles belonging to the renter, driver, or passenger(s) have been left behind in the rental car.  
3. If the renter has any unsettled amount, he/she shall clear the balance by the time of returning the rental car.  
4. In addition to the preceding paragraph, if the fuel (gasoline or diesel fuel) is not fully refueled, the renter shall promptly pay the fuel cost calculated from the fuel meter at the time of returning the rental car.

## Article 22 Rental Charge for Rental Period Extension

When the renter or the driver changes the rental period in accordance with Article 12.1, the renter or the driver shall pay the cheaper charge of either the rental charge corresponding to the original rental period or the original rental charge plus the charge of the extended period.  
**Article 23 Returning Location of the Rental Car**  
1. When the renter or the driver changes the returning place in accordance with Article 12.1, the renter or the driver shall bear the expenses required to return the rental car to the garage due to a change of the returning place.  
2. In the event that the renter or the driver changes the returning place other than the specified returning place without our consent required by Article 12.1, the renter or the driver shall pay the penalty for changing the returning place as follows:  
Penalty = Expenses required for returning the rental car to the garage due to the change of the returning place x 300%.  
3. In the case of returning the rental car to the garage, the renter or the driver shall be liable for the cost of the return to the garage.  
1. In the event that the renter or the driver does not return the rental car to the specified returning place after the expiration of the rental period and fails to fulfill our requests for a return, or the whereabouts of the rental car or the driver is unknown, leading us to mark that the rental car is unreturned, we shall take all possible legal measures to include, but not limited to, filing a criminal lawsuit against the renter or the driver, and registering the report of unreturned transaction to All Japan Rent-a-car Association.  
2. When the preceding article applies, we shall take all necessary measures to locate the said rental car and equipment, including but not limited to, contacting families and relatives and the police to search for the rental car, and making a settlement or come to any other agreement with the renter or the driver.  
3. When Paragraph 1 applies, the renter or the driver shall be liable for all the damages done to us as set forth in Article 29 and shall bear all the expenses we have covered for the collection of the rental car and for the search of whereabouts of the rental car or the driver.

## Article 25 Measures in Case of Breakdowns, Accidents, Theft, and Other Causes

When an abnormality or breakdown is found during the period of use, the renter or the driver shall immediately stop driving and contact us, as well as follow our instructions.  
**Article 26 Measures in Case of Accidents**  
1. In case of accidents during the period of use, the renter or the driver shall stop driving, and shall take the measures required by the laws and regulations as well as the following measures regardless of whether the accident is serious or not.  
1. To immediately report to us the circumstances of the accident, and follow our instruction.  
2. In the case of repairing the rental car or such repair should be performed by us or at the repair shop designated by us unless we agree otherwise.  
2. To cooperate with us and the insurance company we contract with in doing their research on the accident, and submit the necessary documents without delay.  
3. To obtain our approval in advance making a settlement or come to any other agreement with us with any other party involved concerning the accident.  
2. The renter or the driver shall deal with the accident and resolve the matter on his/her own responsibility.  
3. We will advise and cooperate in solving the accident for the renter or the driver.  
4. In the case of vehicles involved in accidents such as a collision or sudden braking to confirm the status of accidents etc.  
5. We shall take measures to verify recordings mentioned in the previous paragraph if it is deemed necessary.  
**Article 27 Measures in Case of Theft**  
1. In the case of theft or other damages during the period of use, the renter or the driver shall take the following measures.  
1. To immediately notify us of the situation and follow our instructions.  
2. To cooperate with us and the insurance company we contract with in doing their research on theft or other damages, and submit the necessary documents without delay.  
**Article 28 Termination of the Rental Agreement due to Non-Usability of the Rental Car**  
1. If the renter or the driver cannot continue using the rental car due to breakdowns, an accident, theft, or any other cause (hereinafter referred to as "non-usability") during the period of use, the renter or the driver shall immediately notify us of the situation and follow our instructions.  
2. In the case of Article 27.1, the renter or the driver shall bear the costs for collection and repair of the rental car and others incidental thereto and we shall not return to the renter or the driver the rental charge received except where the non-usability comes under any of the causes stipulated in Article 27.3 or 27.5.  
3. If the rental car has been damaged or lost, the rental charge shall be deemed to have been executed, provided that the renter may be offered to rent the substitute rental car. Further, Article 5.2 shall apply mutatis mutandis concerning the rental conditions of the substitute rental car.  
4. Either in the events that the renter chooses not to accept the substitute rental car under Article 27.3 that we fail to offer to rent the substitute rental car, we shall refund the rental charge received to the renter.  
5. If the non-usability arises from the causes not attributed to either of the renter, the driver, and us, we shall refund the rental charge received deducting a portion of the rental charge which corresponds to the rental period from the start of the rental to the termination of rental.  
6. The renter (or driver) shall be liable for the puncture repair or charge puncture repair of the spare tire that is provided with the rental car. However, regardless of whether it is our responsibility or not, we shall not be responsible for damages incurred by the renter or driver when making repairs using the puncture repair kit or spare tire.  
7. Except for the measures set forth in this Article, the renter shall make no other claims to us with respect to the damage or loss arising out of the non-usability of the rental car.

## Article 29 Indemnity to a Third Party and the Compensation Chapter 7 Indemnity and Compensation

1. If the renter or the driver causes damage to a third party or during the period of use of the rental car, the renter shall be liable for indemnifying such damage except for the damages arising out of causes attributed to us.  
2. Among the damages to us as described in Article 28.1, the renter or the driver shall compensate us, as separately provided in the price list, for the damages or for such other damages as are caused by the rental car due to the accident, theft, and detachment or odor for which the renter or the driver is responsible.  
**Article 30 Insurance and Compensation**  
1. If the renter or the driver is liable as stipulated in Article 29.1, insurance payment or compensation shall be paid in accordance with the liability insurance contract which we have executed in connection with the rental car and compensation system but not exceeding the following limits:  
- Third Party Liability Coverage: Body Injury/Death per Person - Unlimited (Including Automobile Liability Insurance Policy)  
- Property Damage Liability Coverage: Per Accident - Unlimited (Deductible 500,000 yen) or Compensation, for all classes of camping cars (Deductible: 100,000 yen)  
-3. Damage - Liability Coverage: Per Accident - Current Value (Deductible: 500,000 yen). Deductible 100,000 yen for passenger cars bigger than 1E, 500,000 yen for other cars bigger than 1E. (Note: The amount of damages for fire, theft, and other damages incurred in relation to the rental car or vehicles of all classes)  
4. Personal Injury Protection Coverage: Per Person - Maximum 30 Million yen  
5. For some services offices (including agencies), passenger damage compensation may apply.  
6. Such insurance payment or compensation as set forth under Article 29.1 shall not cover when the case comes under any of the exemption clauses of the liability insurance or compensation system.  
7. Such insurance payment or compensation as set forth under Article 29.1 shall not cover when the renter or the driver breaches any of the provisions prescribed in the terms and conditions for rental.  
8. The renter or the driver shall be liable for the damages for which insurance payment or compensation is not granted, or damages in excess of such insurance payment or compensation payable under Article 29.1. When the limits of coverage as stipulated under Article 29.1, however, are revised under a special contract, the renter or the driver shall bear damages in excess of such limits of coverage. However, with regard to damages caused by disasters specified as major disasters (hereinafter referred to as "major disasters") under the Law concerning Special Funds for Coping with Disasters (Act No. 150 of 1982), if those damages relate to loss, damage or other damages incurred in relation to the rental car in a region specified as a major disaster area, the renter or driver shall not be required to reimburse those damages excluding acts of willful or gross negligence by the renter or driver in relation to those damages.  
9. The renter or the driver shall bear deductibles under the liability insurance or our compensation systems as set forth in the Article 29.1. (We shall bear the damages in case the renter has paid the fee for the collision deductible waiver in advance.)  
10. If we have paid the damages to be born by the renter or the driver, the renter or the driver shall immediately repay such an amount as agreed in the rental charge.  
11. The insurance amount for non-life insurance contract stated in the Article 29.1 and subscription rate for the compensation system, are included in the rental charges.

## Article 31 Cancellation of Lease Agreement Chapter 8 Termination of the Rental Agreement and Early Termination

When the renter or the driver violates this terms and conditions during the period of use or applies to either Sub-Article 10.1 or 10.2, we are entitled to cancel the contract without any form of notification and request the return of the vehicle. In such case, we will not refund the fee to the renter.  
**Article 32 Early Termination**  
1. The renter may cancel the Rental Agreement upon acquiring the approval from us and paying the early termination charge. In such case, we will refund the balance of the rental charge to the renter.  
2. The renter shall pay the following early termination fee to us for the early termination stipulated in the Article 31.3 above.  
Early termination charge = (Basic rental charge for the corresponding rental period (basic rental charge for the period between the rental starting date to the returning date)) \*50%. \*The consumption tax (including the consumption tax) shall not apply to the termination fee.  
**Chapter 9 Personal Information**  
**Article 33 Purpose for Use of Personal Information**  
1. The following are the purposes of obtaining and use of personal information of the renter or the driver.  
1. To carry out the rental car rental business in accordance with the terms and conditions of the rental certificate at the time of entering the Rental Agreement, as an authorized operator of the car rental business.  
2. To conduct our rental cars, used cars, all the other products and services, events, and campaign initiatives and such by mails, phone calls, and email to the renter or the driver.  
3. To verify and screen the identification and the eligibility of the renter or the driver upon signing the Rental Agreement.  
4. To conduct a survey to the renter or the driver in order to develop new products and projects accordingly and to study ways to enhance customer satisfaction.  
5. To generate the data base by specifically aggregating and analyzing personal information to a format in which individuals can neither be identified nor specified.  
2. When we use the personal information of the renter or the driver for the purposes not stated in any of the clauses of the Article 32.1, the Company shall advise the renter or the driver of specific purposes in advance.  
**Chapter 34 Consent by the Renter or the Driver to the Registration and Use of the Personal Information**  
1. The renter or the driver shall consent to the registration and use of the personal information of the renter or the driver as required by the law to be registered at All-Japan Rent-A-Car Association for the duration not exceeding seven years and agree to the use of aforementioned information by the All-Japan Rent-A-Car Association and Regional Rent-A-Car Associations as well as rental car businesses of its members for a screening prior to entering the Rental Agreement in any of the following cases:  
(1) When the renter or the driver has failed to make a full payment to us regarding illegal parking-related fines defined in the Article 19.5.  
(2) When the rental car is not returned as stipulated in the Article 24.1.  
**Article 35 GPS**  
1. The renter or the driver shall be installed with a global positioning system (hereinafter referred to as "GPS"), and the renter or the driver shall consent without objection to the data such as the rental car's current location and passage route being recorded by our said system and to data being recorded when it is deemed necessary under the following situations.  
(1) To confirm that the rental car has been returned to the specified location at the end of the rental agreement.  
(2) To verify and screen the identification and the eligibility of the renter or the driver upon signing the rental contract when it is deemed necessary under Article 24.1.  
(3) To use the data for marketing analysis to improve products and services provided to renters and drivers and raise renters, drivers and other customers' satisfaction levels.  
2. The renter or driver shall consent without objection to disclosure of data recorded by the aforementioned GPS within the limit necessary to address to demands or orders of disclosure if we receive demands or orders to disclose that data on legal grounds or if we receive demands or orders to disclose the data by a court of law, investigating authority or administrative body.  
**Article 36 Data Recorder**  
1. Some rental cars are installed with a data recorder, and the renter or the driver shall consent without objection to data such as the renter or driver's driving status being recorded by our said system and to data being recorded for the following situations.  
(1) To confirm the status of the rental car that has been in an accident.  
(2) To verify and screen the identification and the eligibility of the renter or the driver when it is deemed necessary to manage the rental car or execute the rental agreement.  
(3) To use the data for marketing analysis to improve the quality of products and services for renters or drivers, or to raise customers satisfaction levels.  
2. We may disclose data recorded by the aforementioned data recorder in event of any of the following.  
(1) When we receive demands or orders to disclose that data on legal grounds or if we receive demands or orders to disclose the data by a court of law, investigating authority or administrative body.  
(2) When it is required by law or by a government agency.  
**Chapter 10 Miscellaneous Provisions**  
**Article 37 Rental Agency**  
1. In the event that we cannot loan a rental car of the class, name or model desired by the applicant (including times when the rental car is not located at the sales site) and the applicant has failed to pay the rental charge, we shall, in accordance with the terms and conditions of the rental agreement, with the approval of the applicant, obtain a rental car from another rental car company and loan that car to the applicant (hereinafter referred to as "Rental Agency").  
(1) In the event of problems such as an incidents or accidents, the terms and conditions of our rental agreement shall apply if our agreement is more beneficial to the applicant than the terms and conditions of the Rental Agency specified in the rental certificate provided the said rental car.  
(2) The rental certificate shall have a special format in accordance with the provisions specified in Paragraph 3.  
(3) The rental terms and conditions provided by the other rental car company shall be attached.  
2. The rental terms and conditions of the rental car company that provided the said rental car shall be applied when a Rental Agency is conducted.  
3. In the event that the renter or the driver has failed to pay the rental charge, we shall, in accordance with the terms and conditions of the rental agreement, with the approval of the said rental car or shall follow the special format of the Rental Agency specified by us.  
4. In the event of an accident or other problems relating to the Rental Agency vehicle, we shall cooperate with the repair procedures of the company that provided the vehicle and take measures to ensure the convenience of the renter or driver at a level similar to when one of our own rental cars is rented out. These terms and conditions shall apply when we assign another company to loan a rental car and rent the car to the renter as the owner of the rental car.  
**Article 38 Countervailing**  
In the event that we are under monetary obligation to the renter or the driver under this terms and conditions, we may countervail such monetary obligation against the debts to which the renter or the driver is liable to us or our convenience.  
**Article 39 Consumption Tax**  
The renter or the driver shall pay us the consumption tax, including the local consumption tax, imposed on the rental transaction under the terms and conditions.  
**Article 40 Rental Charge**  
The renter, the driver, or we shall pay a late fee (annual rate of 14.6 %) to the other party when either party has failed to fulfill monetary liabilities based on this terms and conditions.  
**Article 41 Exclusion of Antisocial Forces**  
We declare and guarantee that the renter and driver (hereinafter collectively referred to as "the Renter") shall not now or in the future correspond to any of the following.  
(1) Gangs, gang members who quit within the last 5 years, gang associate members, gang-related companies, "tokai" racketeer groups, group of individuals who are engaged in criminal activities under the pretext of conducting social campaigns, crime groups specialized in intellectual crimes or other antisocial forces (hereinafter referred to as "Gang Members").  
(2) Those who are associated with companies where Gang Members are considered to be in control or to be substantially involved with the management of the companies, and those who have a relationship with Gang Members that should be criticized socially.  
(3) Those who are considered to use Gang Members for improper means such as for the unfair advantage of oneself or a third party or to cause harm to a third party.  
(4) Those who are considered to be involved in funds supplying or supporting of Gang Members  
(5) Those who commit crimes corresponding to crimes related to "proceeds of crime" (hereinafter referred to as "the Crime") as defined in "Act for Prevention of Transfer of Proceeds of Crime".  
2. We and the renter promise not to individually or use a third party to commit a crime that corresponds to the following items.  
(1) Making violent or unreasonable demands or go beyond the limits of legal liability  
(2) Abusive language and violence or disseminating unfounded rumors or using fraudulent means or force to discredit the other party's reputation or obstruct their business.  
(3) Acts that correspond to a crime.  
(4) Other acts equivalent to the previous items.  
3. If the renter violates paragraph 2 above, this shall fall under Article 31, and we shall not assume any liability if the renter sustains damage as a result of this.  
**Article 42 Priority of the Japanese Version**  
In the event that there are the terms and conditions between the Japanese version and the translated versions in other languages, the Japanese version shall prevail.  
**Article 43 Bylaws**  
1. We may define the bylaws of this terms and conditions separately. Those bylaws shall have an equal validity as the terms and conditions.  
2. In case we create or change bylaws separately, we shall announce them at our sales stores and on the brochures published by us, our price list, and our website.  
**Article 44 Governing Law**  
The governing law shall be Japanese law.  
**Article 45 Agreement on Competent Court**  
1. Should any dispute arise concerning the rights and obligations on the terms and conditions, the competent court shall be the Summary Court having territorial jurisdiction over the main office, branch office or any business office of the Company, regardless of the sued damages in controversy.  
**Additional Clause**  
This terms and conditions shall be effective on November 8th, 2019.  
(Revised: November 8th, 2019)