

# TERMS AND CONDITIONS FOR RENTAL

CHAPTER 1 GENERAL RULES

CHAPTER 2 RESERVATIONS

CHAPTER 3 RENTALS

CHAPTER 4 USE

CHAPTER 5 RETURN

CHAPTER 6 MEASURES IN CASE OF BREAKDOWNS,  
ACCIDENTS OR THEFTS

CHAPTER 7 COMPENSATION AND INDEMNIFICATION

CHAPTER 8 TERMINATION OF THE RENTAL  
AGREEMENT

CHAPTER 9 PERSONAL INFORMATION

CHAPTER 10 MISCELLANEOUS  
SUPPLEMENTARY PROVISIONS

## CHAPTER 1 GENERAL RULES

### Article 1 Application of the Terms and Conditions

Under these Terms and Conditions and the subsidiary rules of these Terms and Conditions prescribed pursuant to Article 40 (hereinafter referred to collectively as "Terms and Conditions, etc."), the Company shall rent a motor vehicle (hereinafter referred to as "Rental Vehicle") to the Renter, and the Renter shall rent such Rental Vehicle from the Company upon understanding and agreeing to the Terms and Conditions, etc. If the Renter designates a driver who is not the Renter pursuant to Article 8.3, the Renter shall make known the provisions in the Terms and Conditions, etc. which relate to such driver and cause such driver to comply with such provisions. Particulars not provided in the Terms and Conditions, etc. shall be construed in accordance with the subsidiary rules provided in laws, regulations and general customs.

2. The Company may enter into any special contract, provided that it is not contrary to the purport of the Terms and Conditions, etc., the laws, the administrative notices and general customs. In the event special contracts are entered into, such special contracts shall prevail over the Terms and Conditions, etc.

## CHAPTER 2 RESERVATIONS

### Article 2 Making Reservations

Provided that the Renter agrees to the Terms and Conditions and the price list, etc. as set forth separately, the Renter can, upon renting the Rental Vehicle, by the method provided separately, make reservations by specifying in advance the class of the Rental Vehicle, the commencement date and time of rental, the renting place, the period of rental, the returning place, the driver's name(s), use or non-use of a child seat or other accessories, and other rental conditions (hereinafter referred to as "Renting Conditions"). With regard to minibuses, the Renter shall make reservations by additionally specifying the driving area or the destination(s), as well as the number of passengers and the purpose of rental, as part of the Renting Conditions.

2. Upon receipt of the reservation from the Renter, the Company shall comply, in principle, with such reservation to the extent that the Rental Vehicle is available for such rental within the vehicles in possession of the Company. In such case, the Renter shall pay a separately stipulated reservation deposit unless the Company agrees otherwise.

### Article 3 Change of Reservation

In the event that the Renter desires to change any of the Renting Conditions as described under Article 2.1, the Renter must obtain the consent of the Company in advance.

#### **Article 4 Cancellations of the Reservations, Etc.**

The Renter can cancel the reservation by the method provided separately.

2. The reservation shall be deemed to have been cancelled when the Renter does not commence the process of executing a rental agreement for renting a Rental Vehicle (hereinafter referred to as "Rental Agreement") within one hour from the reserved commencement time of rental due to its own cause.
3. In the event of Articles 4.1 and 4.2, the Renter shall pay a cancellation fee to the Company as separately stipulated. Upon receipt of the cancellation fee, the Company shall return to the Renter the reservation deposit received.
4. If the Company cancels the reservation or does not execute the Rental Agreement due to its own cause, the Company shall return to the Renter the reservation deposit received, and additionally pay a penalty to the Renter as provided separately.
5. If the Rental Agreement of the anticipated Rental Vehicle is not executed as a result of any occurrence of an accident, theft, non-return, a recall, or natural disaster or any other event, which is not attributable to the Renter or the Company, the reservation shall be deemed to have been cancelled. In such case, the Company shall return to the Renter the reservation deposit received.

#### **Article 5 Substitute for the Rental Vehicle**

If the Company is unable to rent a vehicle of the same class that the Renter has reserved, the Company may offer to rent a vehicle of a different class (hereinafter referred to as "Substitute Vehicle").

2. If the Renter accepts the offer as provided in Article 5.1, the Company shall rent the Substitute Vehicle under the same Renting Conditions offered at the time of reservation other than the class of rental vehicle. If the rental charge for the Substitute Vehicle is higher than that of the vehicle class as reserved, the rental charge for the reserved vehicle class shall apply, and if the rental charge for the Substitute Vehicle is lower than that of the vehicle class as reserved, the rental charge for the vehicle class of the Substitute Vehicle shall apply.
3. The Renter may refuse to accept the offer for the Substitute Vehicle made in accordance with Article 5.1 and cancel the reservation.
4. In the case of Article 5.3, if the reason for the Company's failure to rent the Rental Vehicle is attributable to the Company, the cancellation shall be treated as a cancellation pursuant to Article 4.4, and the Company shall return to the Renter the reservation deposit received, and additionally pay a penalty to the Renter as provided separately.
5. In the case of Article 5.3, if the reason for the Company's failure to rent the Rental Vehicle is not attributable to the Company, the cancellation shall be treated as a cancellation pursuant to Article 4.5, and the Company shall return to the Renter the reservation deposit received.

#### **Article 6 Exemption**

Except as otherwise stated in Articles 4 and 5, the Company and the Renter shall make no claims whatsoever against each other with respect to the cancellation of reservations or the non-execution of the Rental Agreement.

#### **Article 7 Agency for Reservations**

The Renter may make reservations through travel agents, business partners, etc. (hereinafter referred to as "Agent") who handle reservation services on behalf of the Company.

2. The Renter who has made reservations through the Agent as described under Article 7.1 may apply for change or cancellation of such reservations only through the said Agent.

### Article 8 Execution of the Rental Agreement

The Renter shall specify the Renting Conditions as set forth in Article 2.1, and the Company shall specify the vehicle renting conditions as set forth in these Terms and Conditions, the price list, etc. before entering into the Rental Agreement, except where there is no vehicle available for the Company to rent or where the Renter or the driver of the Rental Vehicle falls under any of the provisions of Article 9.1 or 9.2.

2. Upon the execution of the Rental Agreement, the Renter shall pay to the Company the rental charge as set forth in Article 11.1
3. Based on the Basic Instructions issued by the governing agency (※1), the Company requires the Renter at the time of the execution of the Rental Agreement to present to the Company the driver's license, and may also require a photocopy of the driver's license of the driver(s) designated by the Renter (hereinafter referred as the "Driver") in order for the Company to make an entry of the name and address of the driver and type and number of the driver's license (※2) of the driver in the rental transaction register (original rental sheet) and in the rental vehicle certificate in accordance with the provisions of Article 14.1 as well. In such case, if the Renter himself/herself is the Driver, the Renter shall present to the Company the driver's license of his/her own may also a photocopy thereof, and if the Renter himself/herself is not the Driver, the Driver shall present to the Company the driver's license of his/her own and may also a photocopy thereof.

(※1) The Basic Instructions issued by the governing agency refers to Articles 2(10) and 2(11) of "The Basic Instruction concerning Rental Vehicles" issued by the Director of Automobile Bureau, the Ministry of Land, Infrastructure and Transport on June 13, 1995 as Ji-Ryo No.138.

(※2) The driver's license means a driver's license as stipulated by Form 14 of Article 19 of the Execution Rules for the Road Traffic Law out of the driver's licenses provided in Article 92 of the Road Traffic Law. Additionally, international driving permit or foreign driver's license as stipulated under Article 107.2 of the Road Traffic Law, shall be deemed as quasi-driver's license.

4. Upon execution of the Rental Agreement, the Company may ask the Renter and the Driver to present to the Company other documents for identification which the Company designates in addition to the driver's license, and the Company may make photocopies of such documents.
5. Upon execution of the Rental Agreement, the Company will ask the Renter and the Driver to report the mobile phone number or other means of contact so as to communicate with the Renter and the Driver during the rental period.
6. Upon execution of the Rental Agreement, the Company may require Renter to make payment by way of credit card or cash, or designate other methods of payment.
7. The Renter may not extend the rental period after the execution of the Rental Agreement.

### Article 9 Refusal to Execute the Rental Agreement

In the event that the Renter or the Driver falls under any of the provisions set forth below, the Rental Agreement shall not be executed

- (1) If the driver's license required to operate the Rental Vehicle is not presented to the Company, or if the Renter or the Driver does not consent to the submitting of a copy of the driver's license of such Driver even though the Company has made a request thereof.
- (2) If the Renter or the Driver is deemed to be under the influence of alcohol.
- (3) If the Renter or the Driver presents toxic symptoms due to narcotics, stimulant drugs, thinner, etc.
- (4) If the Renter or the Driver intends to accompany children under the age of 6 notwithstanding the fact the Renter or the Driver fails to install a child seat in the Rental Vehicle.
- (5) If the Company determines that the Renter or the Driver is a member of a crime syndicate or a crime syndicate-related organization, or associated therewith, or a member of other antisocial organizations.

2. In the event that the Renter or the Driver falls under any of the provisions set forth below, the Company shall reserve the right to refuse to execute the Rental Agreement.
  - (1) If the Driver designated at the time of reservation differs from the Driver at the time of the execution of the Rental Agreement.
  - (2) If the Renter or the Driver has defaulted on the payment of rental charges or other payments owed to the Company with respect to past rentals.
  - (3) If the Renter or the Driver acted in contravention of Article 17 with respect to past rentals.
  - (4) If the Renter or the Driver committed any of the acts provided in Article 18.6 or Article 25.1 with respect to past rentals (including rentals from other car rental companies).
  - (5) If the Renter or the Driver had automobile insurance coverage refused with respect to past rentals due to any violation of the terms and conditions for rental or the insurance policies.
  - (6) If the Renter or the Driver used any violent acts or statements or demanded any burden exceeding a reasonable range against employees or other related parties of the Company in relation to a transaction with the Company.
  - (7) If the Renter or the Driver damaged the credit of the Company or interfered with the business of the Company by spreading false information, or by use of fraudulent means or force.
  - (8) If the Renter or the Driver does not meet any conditions as separately prescribed.
  - (9) If the Company otherwise determines inappropriate.
3. If a reservation already exists with the Renter in case of Article 9.1 or 9.2, the reservation shall be deemed to have been cancelled, and if the Renter has paid the cancellation fee, the Company shall return to the Renter the reservation deposit received.

#### **Article 10 Formation of the Rental Agreement, Etc.**

The Rental Agreement shall be formed when the Renter pays the rental charge to the Company and the Company delivers the Rental Vehicle to the Renter. In such case, the reservation deposit received shall be allotted as part of the rental charge.

2. The delivery as described under Article 10.1 shall take place at the commencement date and time of rental as specified in Article 2.1 and at the renting place as specified in Article 2.1.

#### **Article 11 Rental Charge**

The Rental Charge shall mean the total of the following amounts, and the Company shall specify each amount as well as the basis for calculation in the price list:

Basic rental charge, drop-off charge, enrollment fees for optional Collision Damage Waiver, optional fees, fuel charge, delivery/collection charge, and other charges.

2. The basic rental charge shall be in accordance with the rental price which the Company is filed with the Director of the Land Transport Office of District Bureau of Transport (Director of Hyogo Land Transport of the Comptroller Division of Kobe Transport in Hyogo Prefecture and Director of the Land Transport Office of the Okinawa General Affairs Bureau in Okinawa Prefecture, which shall also be applicable in Article 14.1 hereunder) and implemented at the time of rental.
3. If the rental charge is changed after the reservation has been made in accordance with Article 2, the applicable rental charge shall be the lower of the rental charge as of the time of reservation and the rental charge as of the time of rental.
4. The rental charge shall be set forth in the subsidiary rules.

## Article 12 Changes in Renting Conditions

If the Renter desires to change the Renting Conditions as set forth in Article 6.1 after the execution of the Rental Agreement, the Renter must obtain the prior consent of the Company.

2. The Company may not consent to a change to the Renting Conditions as described under Article 12.1 if such change interferes with the Company's renting operations.

## Article 13 Inspection/Maintenance and Confirmation

The Company shall rent the Rental Vehicle after conducting necessary periodic inspection and maintenance as stipulated in Article 43 of the Road Transport Vehicle Law (Periodic Inspection and Maintenance).

2. The Company 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 or the Driver shall confirm that the Rental Vehicle has been duly inspected and maintained under Articles 13.1 and 13.2 and that the Rental Vehicle is free from defects by inspection of the exterior and the accessories of the Rental Vehicle, and also that the Rental Vehicle otherwise meets the Renting Conditions.
4. In the event that any defects are detected in the Rental Vehicle upon the checkup under Article 13.3, the Company shall immediately perform necessary repairs, maintenance, etc.

## Article 14 Issuance and Carrying of the Rental Vehicle Certificate, Etc.

At the time of delivery of the Rental Vehicle, the Company shall issue to the Renter a designated certificate of rental vehicle in written form (including in electromagnetic form such as email) stating the matters set forth by the Director-General of the District Transport Bureau.

2. The Renter or the Driver must carry (including carrying by way of electromagnetic record) the rental vehicle certificate issued in accordance with Article 14.1 while using the Rental Vehicle.
3. The Renter or the Driver shall immediately notify the Company if the Renter or the Driver loses the rental vehicle certificate.

## CHAPTER 4 USE

### Article 15 Managerial Responsibilities, etc.

The Renter or the Driver shall observe the duties with the care of a good custodian in operating and maintaining the Rental Vehicle during the period from the delivery until the return of the Rental Vehicle to the Company (hereinafter referred to as "during the period of use of the Rental Vehicle").

2. If the Renter or the Driver uses express highways and other toll roads, toll parking or other paid services during the period of use of the Rental Vehicle, the Renter or the Driver shall pay usage fees, etc. to the providers of such paid services on his/her own responsibility.
3. In the event the Company is requested by the provider of the paid services in Article 15.3 to disclose personal information of the Renter at such time by specifying the automobile registration number of the Rental Vehicle and the time and date for reasons such as non-payment of usage fees, etc., the Renter shall consent to the provision of the Renter's personal information to such requester.

### Article 16 Daily Inspections and Maintenance

During the period of use of the Rental Vehicle, the Renter or the Driver must conduct necessary daily inspection and maintenance of the Rental Vehicle before use as set forth in Article 47.2 of the Road Transport Vehicle Law (Daily Inspection and Maintenance).

## Article 17 Prohibited Acts

The Renter or the Driver shall be prohibited from any of the following acts during the period of use of the Rental Vehicle.

- (1) To use the Rental Vehicle for transportation business utilizing automobiles or purposes similar thereto without obtaining the consent of the Company or the permission as required by the Road Transport Law.
  - (2) To use the Rental Vehicle for purposes other than those specified, or to let a third party other than the Driver specified on the rental vehicle certificate under Article 8.3 or a person whom the Company approves drive the Rental Vehicle.
  - (3) To sublet the Rental Vehicle or to deposit it for security or any other acts which would infringe on the rights reserved by the Company.
  - (4) To falsify or alter the automobile registration number plate or license number plate of the Rental Vehicle, or to change the original form of the Rental Vehicle by rebuilding, redesigning, etc. the Rental Vehicle.
  - (5) To use the Rental Vehicle for any kind of test or competition, or for towing or pushing any other vehicle without obtaining the consent of the Company.
  - (6) To use the Rental Vehicle in violation of laws and regulations or against public order and standards of decency.
  - (7) To purchase damage insurance for the Rental Vehicle without obtaining the consent of the Company.
  - (8) To bring the Rental Vehicle out of Japan.
  - (9) To otherwise act in violation of the Renting Conditions of Article 8.1.
2. The Company may initiate legal procedures in the event any of the provisions of Articles 17, 18 or 25 is applicable and there is a violation of the criminal law.

## Article 18 Measures in Case of Illegal Parking, Etc.

If the Renter or the Driver parks the Rental Vehicle in violation of the Road Traffic Law during the period of use of the Rental Vehicle, the Renter or the Driver shall appear at the police station with jurisdiction over such district and immediately pay violation fine for the illegal parking, as well as the charges of towage, storage, pick-up and others in connection with such illegal parking.

2. In the event that police notifies the Company of the Renter's or the Driver's illegal parking of the Rental Vehicle, the Company shall contact the Renter or the Driver and instruct the Renter or the Driver to move or to collect the Rental Vehicle promptly and also to appear at the relevant police station at the expiration of the rental period or by the specific time instructed by the Company for completion of the legally required procedure, and the Renter or the Driver shall comply. If the police tow the Rental Vehicle, the Company may itself collect the Rental Vehicle from the police at its discretion.
3. After giving instructions to the Renter or the Driver in accordance with Article 18.2, the Company shall inquire into the status of the legally required procedure at its discretion by checking the traffic violation notice, payment notice, the receipt of a penalty, etc., and if the required procedure is not complete, the Company shall continue to give instructions in accordance with Article 18.2 to the Renter or the Driver until the procedure is completed. Furthermore, the Company shall require the Renter or the Driver to sign a specific document (hereinafter referred to as "Acknowledgement Letter") to the effect that the Renter or the Driver admits having illegally parked the Rental Vehicle, that the Renter or the Driver shall report to the police station and that the Renter or the Driver shall act in compliance with the related laws and regulations, and the Renter or the Driver shall comply accordingly.
4. If the Company deems necessary, the Company may cooperate with police in pursuit of the responsibility of the Renter or the Driver in connection with the illegal parking, taking such action as submitting to the police documents containing personal information, except Social Security and Taxation Number (hereinafter referred to as "Individual Number"), such as the Acknowledgement Letter or the rental vehicle certificate. The Company may also take necessary legal measures such as submitting to Public Safety Commission documents containing personal information, including, but not limited to, a letter of explanation, the Acknowledgement Letter, the rental vehicle certificate and other documents set forth in Article 51.4.(5) of the Road Traffic Law and reporting the factual aspects of the illegal parking. The Renter or the Driver shall consent to such actions the Company may take.

5. In the event that the Company receives an order for payment of a violation fine for illegal parking in accordance with Article 51.4.(1) of the Road Traffic Law and pays such violation fine for illegal parking on behalf of the Renter or Driver or the Company pays any expenses for searching the Renter or the Driver or for the collection of the Rental Vehicle, the Company will claim the following amounts (hereinafter referred to as "Illegal Parking Related Expenses") against the Renter. In such case, the Renter shall pay the Illegal Parking Related Expenses to the Company on or before the due date designated by the Company.
- (1) Amount equaling the violation fine for illegal parking.
  - (2) Penalty for illegal parking separately specified by the Company.
  - (3) Expenses for searching the Renter or the Driver or for towing, storing, collecting, etc. of the vehicle.
6. Either in the event that the Company receives an order for payment of a violation fine for illegal parking in accordance with Article 18.5 or the Renter fails to make payment of the amount provided in Article 18.5 to the Company on or before the due date designated by the Company in accordance with such provision, the Company shall take measures such as registering the name, birthdate, driver's license number, etc. of the Renter on the information management system of the All Japan Rent-A-Car Association (hereinafter referred to as "All Japan Rent-A-Car System"), and the Renter shall consent to such measures.
7. If the Renter or the Driver is required to pay the penalty, etc. for illegal parking pursuant to the provisions of Article 18.1, and such Renter or Driver does not comply with the Company's instructions to complete the necessary procedure in accordance with Article 18.2 or the Company's request to sign the Acknowledgement Letter in accordance with Article 18.3, the Company may require that the Renter pay an illegal parking fine separately prescribed by the Company (hereinafter referred to as "Illegal Parking Fine" in the following paragraph) to be allotted to the violation fine for illegal parking and the penalty for illegal parking set forth in Article 18.5.
8. Notwithstanding the provisions of Article 18.6, if the Company receives the entire amount of the Illegal Parking Charge and the expense provided in Article 18.5, item (3) from the Renter, the Company shall not take measures such as registration on the All Japan Rent-A-Car System as provided in Article 18.6, and shall delete any data already registered on the All Japan Rent-A-Car System.
9. If the Renter has paid to the Company the entire amount required by the Company in accordance with Article 18.5, and the order for the payment of the violation fine for illegal parking is rescinded and the Company is refunded the violation fine for illegal parking due to subsequent payment of the penalty for such illegal parking by the Renter or the Driver, filing of prosecution, etc., the Company shall return to the Renter the amount equaling the violation fine for illegal parking out of the Illegal Parking Related Expenses already received. The same shall apply if the Company has received the Illegal Parking Fine in accordance with Article 18.7.
10. If registration is made on the All Japan Rent-A-Car System in accordance with Article 18.6, and the order for the payment of the violation fine for illegal parking is rescinded due to payment of the penalty, etc. or the entire amount required by the Company in accordance with Article 18.5 is paid to the Company, the Company shall delete any data registered on the All Japan Rent-A-Car System.

## Article 19 GPS System

The Renter and the Driver acknowledge and agree that the Rental Vehicle may be equipped with a global positioning system (hereinafter referred to as "GPS System"), that current location, traffic route, etc. of the Rental Vehicle will be recorded on the system specified the Company, and that the Company may use such recorded information for the following purposes.

- (1) To confirm the return of the Rental Vehicle to the specified place upon the termination of the Rental Agreement.
- (2) To confirm the current location, etc. of the Rental Vehicle when Article 25.1 is applicable or otherwise when necessary for the management of the Rental Vehicle or the performance of the Rental Agreement, etc.
- (3) To use for the improvement of the quality of products, services, etc. provided to the Renter and Driver and marketing analyses for the improvement of customer satisfaction, etc. after processing the information into a form in which individuals cannot be identified or specified.

2. The Renter and the Driver acknowledge and agree that, if the Company is required to make disclosure under laws and regulations or receives disclosure requests or orders from courts, administrative bodies or other public agencies with respect to the information recorded by the GPS System referred to in Article 19.1, the Company may disclose such information within the extent necessary.

#### **Article 20 Dashboard Camera (Drive Recorder) and Vehicle**

Communications Units of Automaker The Renter and the Driver acknowledge and agree that the Rental Vehicle may be equipped with a dashboard camera that the driving and other conditions of the Renter and the Driver will be recorded, and that the Company may use such recorded information for the following purposes.

- (1) To confirm the circumstances of an accident when an accident occurs.
  - (2) To confirm the driving and other conditions of the Renter and the Driver when necessary for the management of the Rental Vehicle or the performance of the Rental Agreement, etc.
  - (3) To use for the improvement of the quality of products, services, etc. provided to the Renter and Driver and marketing analyses for the improvement of customer satisfaction, etc. after processing the information into a form in which individuals cannot be identified or specified.
2. The Renter and the Driver acknowledge and agree that, if the Company is required to make disclosure under laws and regulations or receives disclosure requests or orders from courts, administrative bodies or other public agencies with respect to the information recorded by the dashboard camera referred to in Article 20.1, the Company may disclose such information within the extent necessary.

## **CHAPTER 5 RETURN**

#### **Article 21 Responsibility for the Return of the Rental Vehicle.**

The Renter or the Driver shall return to the Company the Rental Vehicle at the specified returning place at or before the expiration of the rental period.

2. The Renter shall compensate the Company for all damages caused to the Company if the Renter or the Driver is in violation of Article 21.1.
3. In the event that the Renter or the Driver fails to return the Rental Vehicle during the rental period due to a natural disaster or any other force majeure event, 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 the Company and follow the instructions given by the Company.

#### **Article 22 Check of the Rental Vehicle at the Time of Return, Etc.**

The Renter or the Driver shall return the Rental Vehicle in the presence of a representative of the Company. In such case, the Renter or the Driver shall return the vehicle in the same conditions as of the commencement of rental, except for the existence of ordinary wear and tear arising from normal use.

2. The Renter or the Driver, at the time of return of the Rental Vehicle, shall confirm that no articles belonging to the Renter or the Driver or any of the passengers have been left behind in the Rental Vehicle.

#### **Article 23 Rental Charge for Rental Period Change**

If the Renter changes the rental period in accordance with Article 12.1, the Renter shall pay the rental charge corresponding to the rental period after such change is made.

## Article 24 Returning Place, Etc.

If the Renter changes the specified returning place in accordance with Article 12.1, the Renter shall bear the expenses required for forwarding the Rental Vehicle due to the change of the returning place.

2. In the event that the Renter returns the Rental Vehicle to any place other than the specified returning place without the consent of the Company under Article 12.1 the Renter shall pay the penalty for changing the returning place as follows:  
Penalty for Changing the Returning Place = Expenses required for forwarding the Rental Vehicle due to the change of the returning place x 200%.

## Article 25 Measures in Case of Non-Return

In the event that the Renter or the Driver does not return the Rental Vehicle to the specified returning place after the expiration of the rental period, and if the Renter and the Driver fails to comply with the Company's request for return or if the Company determines that the Rental Vehicle is non-returnable because the whereabouts of the Renter is not known or due to other reasons, the Company may take legal measures including the filing of a criminal charge, and additionally may report such fact of non-return to the All Japan Rent-A-Car Association and take measures such as registration on the system of All Japan Rent-A-Car Association, and the Renter shall consent to such measures.

2. In case of non-return of the Rental Vehicle as provided in Article 25.1, the Company shall take all necessary measures to locate the said vehicle, including but not limited to, contacting families and relatives of the Renter or the Driver, as well as people in the offices where the Renter or the Driver works, or operating GPS System, etc.
3. In case Article 25.1 becomes applicable, the Renter shall be liable for all damages caused to the Company pursuant to Article 30, and additionally shall bear all the expenses the Company may have to incur for the collection of the Rental Vehicle and for the search of whereabouts of the Renter or the Driver.

## CHAPTER 6 MEASURES IN CASE OF BREAKDOWNS, ACCIDENTS OR THEFTS

### Article 26 Measures in Case Breakdowns Are Found

If the Renter or the Driver detects any abnormality or breakdown of the Rental Vehicle during the period of use of the Rental Vehicle, the Renter or the Driver shall immediately discontinue operation and contact the Company and at the same time follow instructions given by the Company.

### Article 27 Measures in Case of Accidents

In the event that the Rental Vehicle is involved in any accident during the period of use of the Rental Vehicle, the Renter or the Driver shall immediately discontinue operation and take measures required by laws and regulations regardless of whether the accident is serious or not, and shall further take the following measures:

- (1) Immediately report to the Company on the situation of the accident and follow instructions given by the Company.
- (2) If the Rental Vehicle is to be repaired based on instructions given by the Company as provided under Article 27.1(1), such repair shall be performed at the Company or at the repair facility designated by the Company, unless the Company agrees otherwise.
- (3) Cooperate with the Company and the insurance company with which the Company has entered into a contract in the investigation of the accident, and submit without delay the necessary documents, etc.
- (4) If entering into settlement or other agreement with the counterparty with respect to the accident, obtain prior consent of the Company.

2. In addition to taking measures provided in Article 27.1, the Renter or the Driver shall handle the accident and solve the matter on his/her own responsibility.
3. The Company shall furnish the Renter or the Driver with advice on the handling of the accident, and cooperate with the Renter or the Driver in solving the accident.
4. For the purpose of verifying the circumstances under which the accident, etc. occurred, the Company shall record circumstances such as impact or sudden braking occurring to vehicles on which dashboard cameras are installed.
5. The Company shall take measures such as verifying the records provided in Article 27.4 if it deems necessary.

#### **Article 28 Measures in Case of Theft**

The Renter or the Driver shall take the following measures in the event that the Rental Vehicle is stolen or otherwise damaged during the period of use of the Rental Vehicle.

- (1) Immediately report to the nearest police
- (2) Immediately notify the Company of the situation of the damage, etc. and follow the instructions given by the Company.
- (3) Cooperate with the Company and the insurance company with which the Company has entered into a contract in the investigation of the theft and other damages, and submit without delay the necessary documents, etc.

#### **Article 29 Termination of the Rental Agreement due to Non-Usability of the Rental Vehicle**

In the event that the Renter or the Driver cannot continue using the Rental Vehicle due to breakdown, accident, theft or any other cause (hereinafter referred to as "Breakdown, etc.") during the period of use of the Rental Vehicle, the Rental Agreement shall terminate.

2. In case of Article 29.1, the Renter shall bear the costs for collection, repair, etc. of the Rental Vehicle, and the Company shall not return to the Renter the rental charge received. Provided, however, that this shall not apply where the Breakdown, etc. is due to causes stipulated in Articles 29.3 or 29.5.
3. In the event that the Breakdown, etc. is caused by defects, flaws or other non-compliance of the Rental Vehicle with the Renting Conditions existing prior to its delivery to the Renter, a new Rental Agreement shall be deemed to have been executed, and the Renter may be provided with a Substitute Vehicle from the Company. Article 5.2 shall apply mutatis mutandis with regard to the rental conditions of the Substitute Vehicle.
4. In the event that the Renter is not provided the Substitute Vehicle under Article 29.3, the Company shall return to the Renter the rental charge received in full. The same shall apply if the Company is unable to provide a Substitute Vehicle.
5. In the event that the Breakdown, etc. is due to causes not attributable to the Renter, the Driver or the Company, the Company shall return to the Renter the remaining balance of the rental charge received after deducting the portion of the rental charge which corresponds to the period from the commencement of rental to the termination of the Rental Agreement.
6. Except for the measures set forth in this Article 29, the Renter shall make no other claims against the Company with respect to damages or losses arising out of the unavailability of the Rental Vehicle. However, this provision shall be null and void should the Company intentionally or negligently cause the breakdown, etc.

### Article 30 Compensation and Business Indemnification

- In the event that the Renter or the Driver causes damages to the Company's Rental Vehicle during the period of use of the Rental Vehicle, the Renter shall be liable for compensation of such damages except for damages caused by reasons not attributable to the Renter and the Driver.
2. In the event the Renter is liable for compensation of damages pursuant to Article 30.1, the Renter shall compensate the Company in accordance with the provisions of the price list, etc. or indemnify the business for damages resulting from the loss of use of the Rental Vehicle due to accident or theft, or breakdown, defacement or odor of the Rental Vehicle.
  3. In the event that the Renter or the Driver causes damages to a third party or the Company during the period of use of the Rental Vehicle due to willful intent or negligence of such Renter or Driver, the Renter or the Driver shall be liable for compensation of such damages.

### Article 31 Insurance and Indemnification

In the event that the Renter is liable for compensation as stipulated in Article 30.1 or 30.3 or the Driver is liable for compensation as stipulated in Article 30.3, insurance payment or indemnification payment shall be paid in accordance with the liability insurance contract which the Company has executed with regard to the Rental Vehicle or the Company's indemnification system, but not exceeding the following limits:

(1) Bodily Injury/Death:

Unlimited (including automobile liability insurance policy)

(2) Property Damage:

Per Accident - Maximum ¥30 Million (Deductible/¥50,000)

(3) Rented Vehicle:

Per Accident - Current Value (Deductible/¥50,000 in general or ¥100,000 for Class E-O, Class S-D, Class X-C, and Class O-B and larger passenger cars, Class Y-C minivans, Class T-D and larger trucks, Class R-D and larger dry vans and microbuses)

(4) Personal Injury Protection Coverage:

Per Accident - Maximum ¥30 Million x Number of Seats

Per Person - Maximum ¥30 Million

2. The insurance payment or indemnification payment as set forth in Article 31.1 will not be paid if any of the exemption clauses in the liability insurance or indemnification policy is applicable.
3. The insurance payment or indemnification payment as set forth in Article 31.1 will not be paid if the Renter or the Driver violates any of the provisions prescribed in the terms and conditions for rental.
4. The Renter or the Driver shall bear any damages for which insurance payment or indemnification payment is not paid, or damages in excess of such insurance payment or indemnification payment as payable under Article 31.1. If the limit of coverage as stipulated in Article 31.1 is revised under a special contract, the Renter or the Driver shall bear damages in excess of such limit of coverage. Provided, however, that for damages caused by a disaster which has been designated as Disaster of Extreme Severity pursuant to Article 2 of the Act Regarding Special Financial Assistance, Etc. for the Purpose of Dealing with Disaster of Extreme Severity (Law No. 150 of 1962) (hereinafter referred to as "Disaster of Extreme Severity"), if such damages are related to a Rental Vehicle which are demolished, destroyed or otherwise incurring damages within the area designated as a Disaster of Extreme Severity, the Renter or the Driver shall not be required to compensate for such damages unless there is willful intent or gross negligence on the part of the Renter or the Driver with respect to such damages.
5. If the Company has paid for the damages to be borne by the Renter or the Driver, the Renter or the Driver shall immediately repay such amount to the Company.
6. The Renter or the Driver shall bear amounts equaling the deductibles under the insurance payment or the indemnification payment stipulated in Articles 31.1(2) or 31.1(3) unless an agreement otherwise exists.

## CHAPTER 8 Termination of the Rental Agreement

### Article 32 Termination of the Rental Agreement

If the Renter or the Driver, during the period of use of the Rental Vehicle, violates these Terms and Conditions, or if it falls under any of the cases stipulated in Article 9.1, the Company may terminate the Rental Agreement without any notification or reminder whatsoever and immediately demand that the Renter or the Driver return the Rental Vehicle. In such case, the Company shall deduct the rental charge for the period the Rental Vehicle was used from the total rental charge received and return the remaining rental charge to the Renter.

2. The Renter shall compensate the Company for all damages caused to the Company in the case of the aforementioned article.

### Article 33 Halfway Cancellation

Even during the period of use of the Rental Vehicle, the Renter may terminate the Rental Agreement upon obtaining the consent of the Company and payment of the halfway cancellation charge provided in Article 33.2. In such case, the Company shall return to the Renter the remaining balance of the rental charge received after deducting the portion of the rental charge which corresponds to the period from the commencement of rental to the return of such amount, unless any of the separately prescribed provisions apply.

2. When terminating the Rental Agreement in accordance with Article 33.1, the Renter shall pay to the Company the following midterm termination fee: Halfway Cancellation Charge = [(basic rental rate corresponding to the total rental period) minus (basic rental rate corresponding to the period from the commencement of rental to the return of such amount)] x 50%.

## CHAPTER 9 PERSONAL INFORMATION

### Article 34 Purpose of Use of Personal Information

The Company obtains and makes use of personal information, except individual number, of the Renter or the Driver for the following purposes.

- (1) For the purpose of carrying out the legally required particulars as condition for the business permit, including but not limited to preparing the rental vehicle certificate at the time of execution of the Rental Agreement, as an authorized business operator of vehicle renting business pursuant to Article 80.1 of the Road Transport Law.
  - (2) For the purpose of introducing rental cars, used cars and other products offered by the Company, rendering related services, etc., and notifying the holding of various events, campaigns, etc. through methods such as sending promotional materials, E-mails, etc. to the Renter or the Driver.
  - (3) For the purpose of verifying the identification or screening of the Renter or the Driver upon the execution of the Rental Agreement.
  - (4) For the purpose of carrying out a questionnaire campaign targeting the Renter or the Driver so as to plan and develop new products and services to be offered by the Company or to study ways to enhance customer satisfaction.
  - (5) For the purpose of statistically collecting and analyzing personal information (excluding individual numbers) and preparing statistical data bases customized to a form that is unable to recognize or specify an individual.
2. The Company will specify the specific purposes in advance if the Company intends to obtain personal information (excluding personal numbers) of the Renter or the Driver for any purpose not stated in any of the items in Article 34.1.

### Article 35 Consent to Registration and Use of Personal Information

If the Renter falls under any of the following items, the Renter consents to the personal information of the Renter, including but not limited to the name, birthdate, driver's license number being registered on the system of All Japan Rent-A-Car for a period not exceeding 7 years, and such information being used for the purpose of screening upon the execution of Rental Agreements by the All Japan Rent-A-Car Association, the respective local Rent-A-Car Associations and the respective member vehicle renting companies of such Associations.

- (1) If the Company is ordered the payment of the violation fine for illegal parking pursuant to Article 51-4(1) of the Road Traffic Law.
  - (2) If the entire amount of the Illegal Parking Related Expenses provided in Article 18.5 is not paid to the Company.
  - (3) If it is found that there was a non-return as provided in Article 25.1.
2. If the Driver falls under Article 35.1(3), the personal information of the Driver, including but not limited to the name, birthdate, driver's license number will be registered on the system of All Japan Rent-A-Car for a period not exceeding 7 years, and such information will be used for the purpose of screening upon the execution of Rental Agreements by the vehicle renting companies in Article 35.1.

## CHAPTER 10 MISCELLANEOUS

### Article 36 Set-Off

In the event that the Company owes any monetary obligation to the Renter under these Terms and Conditions, the Company may at any time set-off such monetary obligation against the monetary obligation which the Renter owes to the Company.

### Article 37 Consumption Tax

The Renter shall pay to the Company consumption tax (including local consumption tax) imposed on the rental transaction under these Terms and Conditions.

### Article 38 Default Charge

In the event that the Renter or the Company fails to perform any monetary obligation under these Terms and Conditions, the Renter or the Driver or the Company shall pay to the other party a default charge at 14.6% per annum.

### Article 39 Japanese Version of the Terms and Conditions, etc. to Prevail

In the event of any discrepancy between the Japanese version of the Terms and Conditions, etc. and the translated versions of the Terms and Conditions, etc. in foreign languages, the Japanese version of the Terms and Conditions, etc. shall prevail and be applicable.

### Article 40 Terms and Conditions and Subsidiary Rules

The Company may separately prescribe the subsidiary rules of these Terms and Conditions, and such subsidiary rules shall have the same effect as these Terms and Conditions.

2. The Company shall display these Terms and Conditions and the subsidiary rules at its rental offices and post them in the brochures issued by the Company, the price list, the website, etc.
3. The Company may amend these Terms and Conditions and the subsidiary rules in Article 40.1. When amending these Terms and Conditions and the subsidiary rules, the Company will announce on its website that it will be amending these Terms and Conditions and the subsidiary rules, the terms of these Terms and Conditions and the subsidiary rules after such amendment, and the effective date of such amendment. The amended Terms and Conditions and the subsidiary rules will be displayed and posted in accordance with Article 40.2.

### Article 41 Provision of Information regarding Important Matters

The Company shall make efforts to provide information to the Renter before renting in clear and plain words regarding important matters included in the Terms and Conditions, etc., including the specifics of liability for damages and liability for business compensation of the Renter, the specifics and terms of the Company's insurance or compensation system, and measures which should be taken by the Renter in the event of breakdowns, accidents, thefts, measures in the event of illegal parking and measures in the event of delinquent return.

2. The Renter shall make efforts to understand the specifics of the Terms and Conditions, etc.

#### **Article 42 Display, etc. of the Terms and Conditions, etc.**

The Company shall show the Terms and Conditions, etc. to the Renter by any of the following methods:

- (1) Display at the Company's rental offices in a manner easily viewable by the public (including showing on displays, etc. of electronic device)
- (2) Post on websites, etc. in a manner easily viewable.
- (3) Present in writing (including electromagnetic forms such as emails).

In addition, the Company shall provide to the Renter a summary of the Term and Conditions via brochures, price lists, etc. issued by the Company. The same shall apply in the event of any changes to the Terms and Conditions, etc.

#### **Article 43 Amendment of the Terms and Conditions, etc.**

The Company may amend the Terms and Conditions, etc. When amending the Terms and Conditions, etc., the Company shall announce by posting on its website or other appropriate means that it will be amending the Terms and Conditions, etc., the terms of the Terms and Conditions, etc. after such amendment, and the effective date of such amendment.

#### **Article 44 Governing Law**

All agreements, rentals and acts incidental to rentals made under these Terms and Conditions shall be governed by and interpreted in accordance with Japanese law.

#### **Article 45 Agreement on Competent Court**

Should any dispute arise with regard to the rights and obligations under these 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 claimed amount.

---

### **SUPPLEMENTARY PROVISIONS**

These Terms and Conditions shall be effective from October 1, 2023.

Revised as of September 1, 2023