

**Article 1 (Application of the Car Rental Terms and Conditions)**

1. The lessor ("the Company" hereinafter) shall lend a motor vehicle ("rental car" hereinafter) to the renter ("the Renter" hereinafter) in accordance with the provisions of these Car Rental Terms and Conditions, and the Renter shall rent thereof. Matters not provided for in these Car Rental Terms and Conditions shall be governed by the detailed regulations as provided for in Article 43, laws and regulations, or general custom.
2. The Company may enter into special agreements to the extent that such agreements do not violate the purpose of these Car Rental Terms and Conditions and the detailed regulations, laws and regulations, administrative rules, or general custom. In the event of special agreements, the provisions of such special agreement shall take precedence over the provisions of the Car Rental Terms and Conditions.
3. Following the execution of the Rental Agreement, if the Renter designates a driver other than the Renter, the Renter shall inform the driver regarding the duties and obligations of the driver in the Car Rental Terms and Conditions and the detailed regulations and confirm that the driver understands and will proceed in compliance with them.

**Article 2 (Posting of Car Rental Terms and Conditions)**

The Company will communicate the Car Rental Terms and Conditions to the Renter in one of the following ways:

- (1) The Company will post them (including displaying them on a screen or other electronic device) in a manner accessible to the public on the Company's business premises.
- (2) The Company will post them on the website in an readable format.
- (3) The Company will provide a copy of documents (including documents provided electronically, such as e-mail).

**Article 3 (Amendment of Car Rental Terms and Conditions)**

The Company reserves the right to amend these Car Rental Terms and Conditions. Should it choose to amend the Car Rental Terms and Conditions, the Company will announce such amendment(s), the natures and specifics of the amendment(s), and the effective date of such amendment(s) by appropriate means, such as posting on the Company's website.

**Article 4 (Application for Reservation)**

1. Upon renting a motor vehicle, the Renter may make a reservation by visiting our car rental retail location, by telephone, over the Internet, or through a travel agency that handles reservation services on behalf of and under contract with the Company, after agreeing to the Car Rental Terms and Conditions and a separate Schedule of Fees. In accordance with the method specified separately, the Renter may specify in advance the type and class of the car, start date and time, rental location, rental period, place of return, driver, need for optional equipment such as child safety seats and car navigation systems, and other rental conditions. ("Rental Conditions" hereinafter).
2. When the Company receives a reservation request from a Renter, the Company will, in principle, accept the reservation within the range of rental cars owned by the Company, except when the Company lends a motor vehicle by proxy pursuant to Article 39, Paragraph 1 (including cases in which a rental car by proxy is rented as an alternative car pursuant to the same paragraph). In such cases, the Renter shall pay a reservation deposit, if deemed necessary by the Company.
3. In the case of Internet reservations, if the Company is unable to respond to the e-mail address provided by the customer confirming the reservation, the Company shall deem the reservation not made.

**Article 5 (Change of Reservation)**

The Renter shall obtain prior consent from the Company if the Renter wishes to change the rental conditions as set forth in the preceding Article, Paragraph 1. Provided, however, that if a reservation has been made through a travel agency or other party handling reservation services on behalf of and under contract with the Company, the reservation may be changed only by a request for change submitted to the office of the reservation agent where such reservation was made.

**Article 6 (Cancellation of Reservations)**

1. The Renter may cancel the reservation in the manner specified elsewhere.
2. If the Renter, for his or her own reasons, fails to commence the procedures for entering into the car rental agreement ("Rental Agreement" hereinafter) more than one hour after the reserved start time of the rental, the reservation shall be deemed cancelled.
3. In the case of the preceding two paragraphs, the Renter shall pay the Company a reservation cancellation fee as specified elsewhere. The Company will offset such reservation cancellation fee from the reservation deposit, if any.
4. If the reservation is cancelled or the Rental Agreement is not concluded for reasons attributable to the Company, the Company will refund the reservation deposit.
5. If the Rental Agreement is not concluded due to accident, theft, failure to return, recall, natural disaster, or other reasons beyond the control of either the Renter or the Company, the reservation shall be deemed cancelled. In such cases, the Company will refund the reservation deposit.

**Article 7 (Alternative Rental Car)**

1. If the Company is unable to rent a motor vehicle of the type or class reserved by the Renter, the Company may offer in its place a motor vehicle of a different type or class from the one reserved ("Alternative Rental Car" hereinafter).
2. If the Renter accepts the offer as described in the preceding paragraph, the Company will rent an alternative rental car under the same rental conditions as at the time of reservation, except for the type or class of the motor vehicle. If the rental fees for the alternative rental car exceed the rental fees for the reserved car based on the type or class, the rental fees for the alternative car will be reduced to the rental fees for the reserved car. If the rental fees for the alternative car are lower than the rental fees for the reserved car based on the type and class, the rental fees based on the type or class of the alternative car will apply.
3. The Renter may reject the offer for the rental of an alternative rental car described in Paragraph 1 and cancel the reservation.
4. In the case of the preceding paragraph, if the reasons for the inability to rent the car set forth in Paragraph 1 are attributable to the Company, the reservation shall be treated as cancelled pursuant to Article 6, Paragraph 4, and the Company will refund the reservation deposit.
5. In the case of Paragraph 3, if the reasons for the inability to rent the car set forth in Paragraph 1 are not attributable to the Company, the reservation shall be treated as cancelled pursuant to Article 6, Paragraph 5, and the Company will refund the reservation deposit.

**Article 8 (Disclaimer)**

1. Neither the Company nor the Renter shall make any claims against each other with respect to the cancellation of the reservation or the failure to conclude a Rental Agreement, except in the cases stipulated in Article 6 and Article 7.
2. The Company shall not be liable for damages incurred by the Renter if the Company is unable to rent a motor vehicle or provide an alternative rental car due to a natural disaster or other force majeure event. The Company will immediately notify the Renter in such cases.

**Article 9 (Agency for Reservation Services)**

1. The Renter may make a reservation through a travel agency, partnership, etc. ("Agency" hereinafter) that handles reservation services on behalf of the Company.
2. The Renter who made a reservation through the Agency under the preceding paragraph may ask to change or cancel the reservation only at the office of such Agency through which the reservation was made.

**Article 10 (Conclusion of the Rental Agreement)**

1. The Renter shall explicitly specify the rental conditions as set forth in Article 4, Paragraph 1. The Company shall explicitly state the rental provisions pursuant to these Rental Car Terms and Conditions and the Schedule of Fees, etc., at the time of entering into the Rental Agreement, except in cases in which no rental car is available or if any of the items in Article 11, Paragraphs 1 or 2 apply to the Renter or driver.
2. Upon entering into the Rental Agreement, the Renter shall pay to the Company the Rental Fee as set forth in Article 13, Paragraph 1.
3. In accordance with the basic notice (Note 1) of the regulatory authorities, in order to enter the driver's name, address, type of driver's license, and driver's license (Note 2) number in the rental book (rental slip) and the rental certificate stipulated in Article 16, Paragraph 1, or attach a copy of the driver's license, the Company may

request the Renter to present the driver's license of the driver designated by the Renter ("Driver" hereinafter) or to submit a copy thereof, before entering into a Rental Agreement. In such case, the Renter shall present his or her own driver's license or submit a copy thereof if the Renter is the Driver, or, if the Renter and the Driver are different, the Renter shall present driver's license of the Driver or submit a copy thereof. (Note 1) Basic notice from the regulatory authorities refer to 2 (10) and (11) of the "Basic Instructions related to rental cars" (Automobile Travel No. 138 dated June 13, 1995) issued by the Director-General, Road Transport Bureau, Ministry of Land, Infrastructure, Transport and Tourism. (Note 2) Driver's license refers to one in the Separate Form 14 stipulated in Article 19 of the Enforcement Regulations of the Road traffic Act, among those stipulated in Article 92 of the Road traffic Act. In addition, an international driver's license or a foreign driver's license stipulated in Article 107-2 of the Road Traffic Act is deemed equivalent to a driver's license.

4. Before entering into the Rental Agreement, the Company may request the Renter and the Driver to submit identification documents in addition to the driver's license, and may take photocopies of the documents submitted.
5. Before entering into the Rental Agreement, the Company will request the Renter to provide the Company with a mobile phone number, etc. used to contact the Renter and the Driver during the rental period.
6. If the Renter or Driver does not comply with the preceding Paragraph 5, the Company may refuse to conclude the Rental Agreement and may cancel the reservation. In such cases, Article 6, Paragraph 5 shall apply to the handling of the reservation deposit.
7. Upon entering into the Rental Agreement, the Company may request the Renter to make payment by credit card, cash, or other payment method specified by the Company.

#### **Article 11 (Refusal of Conclusion of the Rental Agreement)**

1. The Renter or Driver shall not conclude the Rental Agreement in cases in which any of the following applies:
  - (1) The Renter or Driver does not present the driver's license required to drive the rental car or does not agree to provide a copy of his or her driver's license, despite the request by the Company to do so.
  - (2) The Renter or Driver is found to be under the influence of alcohol.
  - (3) The Renter or Driver is found to have symptoms of addiction to narcotics, stimulants, or paint thinner, etc.
  - (4) The Renter or Driver attempts to travel with an infant under the age of 6 years old without a child safety seat.
  - (5) The Renter or Driver is found to be a member or associated individual of a criminal syndicate or group related thereto or a member of any other antisocial organization.
2. Should any of the following apply to the Renter or Driver, the Company may refuse to conclude the Rental Agreement:
  - (1) The Driver specified at the time of reservation is not the Driver at the time of the conclusion of the Rental Agreement.
  - (2) Rental fees have not been paid as scheduled in the past.
  - (3) Any of the actions listed in the items of Article 19 have been committed in the past.
  - (4) Any of the actions listed in Article 20, Paragraph 6 or Article 28, Paragraph 1 have been committed in the past (including rentals by other car rental operators).
  - (5) If there has been a fact that car insurance was not applied due to a violation of the Car Rental Terms and Conditions or insurance policy in any rental in the past.
  - (6) In the event of failure to comply with the rental provisions for the use of a particular type of car which are specified elsewhere (only in the case of the use of a particular type of car).
  - (7) The Renter or Driver commits a violent act or demands a burden exceeding a reasonable range, or uses violent actions or language in connection with his or her relationship with the Company, against the Company's employees or other related individuals.
  - (8) The Renter or Driver spreads false rumors or uses deceptive tactics or violent force to damage the Company's credibility or obstruct the Company's business.
  - (9) The Company or each office deems it inappropriate to rent a motor vehicle due to any other reason.
  - (10) The conditions specified elsewhere by the Company are not satisfied.
3. In the case of the preceding two paragraphs, if a reservation has already been effective with the Renter, the reservation shall be treated as cancelled. If the Renter has paid the reservation cancellation fee, the reservation deposit already received will be refund to the Renter.

#### **Article 12 (Effectiveness of the Rental Agreement, etc.)**

1. The Rental Agreement shall become effective if the Renter pays the Rental Fees to the Company and the Company delivers the rental car to the Renter. In such cases, the reservation deposit or the amount equivalent to the nominal value of the voucher issued by the travel agency, etc. will be allocated as part of the Rental Fees.
2. The delivery referred to in the preceding paragraph shall be made at the place of rental on the date and at the time specified as indicated in Article 4, Paragraph 1.

#### **Article 13 (Rental Fees)**

1. The Rental Fees shall be the sum of the following charges corresponding to the contracted rental period and payable at the time of the conclusion of the Rental Agreement. In addition, the Company shall clearly state each amount or the basis of such calculations in its Schedule of Fees.
  - (1) Basic fee
  - (2) Membership fees for various systems
  - (3) Special equipment fee
  - (4) One-way fee
  - (5) Fuel or recharging costs
  - (6) Car arrangement and pick-up fees
  - (7) Other fees
2. The basic fee is based on the fee communicated by the Company to the Director of the Transport Branch of the District Transport Bureaus (in the case of Hyogo Prefecture, to the Director of the Hyogo Land Transport Division, Kobe District Transport Control Department; and in the case of Okinawa Prefecture, the Director of the Land Transport Office, Okinawa General Bureau. The same shall apply to Article 16, Paragraph 1 hereinafter), which is in effect at the time of rental of the car.
3. Any additional charges, such as extension fee, accident waiver, rest day compensation, penalty for changing the place of return, etc., other than the charges received pursuant to paragraph 1, shall be settled at the time of return of the rental car.
4. In the event of revision of the Rental Fees after a reservation made pursuant to Article 4, the lower one of the rate applied at the time of reservation and the rate in effect at the time of delivery of the rental car shall apply.
5. The rental fees shall be set forth in the detailed regulations.

#### **Article 14 (Change of Rental Conditions)**

1. If the Renter wishes to change the Rental Conditions mentioned in Article 10, Paragraph 1 after the conclusion of the Rental Agreement, the Renter shall obtain the prior consent from the Company.
2. In cases in which any change to the Rental Conditions pursuant to the preceding paragraph interferes with rental operations, the Company may refuse to accept such change. In such cases, the rental car shall be returned before the expiration of the initial rental period.
3. If the Renter extends the rental period pursuant to Paragraph 1, all Rental Conditions other than the rental period shall be the same as those in the Rental Agreement prior to the extension, and the Renter shall pay to the Company the rental fees corresponding to the changed rental period.

#### **Article 15 (Inspections, Maintenance, and Checks)**

1. The Company shall rent a motor vehicle that has undergone inspections and necessary maintenance as stipulated in Article 48 (Periodic Inspections and Maintenance) of the Road Transport Vehicle Act.
2. The Company shall perform inspections and necessary maintenance as stipulated in Article 47-2 (Daily Inspections and Maintenance) of the Road Transport Vehicle Act, for all rental cars, including those rented by proxy under Article 39, Paragraph 1.
3. The Renter or Driver are responsible for confirming that the inspections and maintenance specified in the preceding two paragraphs have been performed and that

the rental car is free of any maintenance defects by inspecting the exterior of the car and its accessories in accordance with the inspection table prescribed separately, as well as confirming that the rental car meets the Rental Conditions.

4. In the event that, as a result of the checks described in the preceding paragraph, maintenance defects are found in the rental car, the Company shall immediately carry out the necessary maintenance, etc.
5. The child safety seat shall be installed by the Renter at his or her own responsibility. Even in cases in which the Company assists the Renter in installing the child safety seat, the Renter shall be responsible for the installation thereof.

**Article 16 (Issuance, Carrying, etc. of Rental Certificate)**

1. Upon delivery of the rental car, the Company shall issue to the Renter or Driver the prescribed Rental Certificate in writing (including electronically, as by e-mail) containing the matters specified by the Director of the Transport Branch of the District Transport Bureau.
2. The Renter or Driver shall retain the Rental Certificate issued pursuant to the preceding paragraph while using the rental car.
3. In the case of the loss of the Rental Certificate, the Renter and the Driver shall immediately notify the Company.
4. Upon returning the rental car, the Renter or Driver shall simultaneously return the Rental Certificate to the Company.

**Article 17 (Management Responsibility)**

1. The Renter or Driver shall use the rental car from the time of its delivery until its return to the Company ("During the Rental Period" hereinafter) with the due care and attention of a responsible driver.
2. If the Renter fails to exercise the due care described in the preceding paragraph and the rental car suffers from a hit-and-run, mischief, break-in, theft, etc., the Renter is liable for any damages incurred by the Company. In such cases, the insurance granted to the rental car shall not be applied.
3. If the Renter or Driver uses toll roads such as highways, toll parking lots, or other toll services during the use, the Renter or Driver shall be responsible for paying the charges to the providers of such toll services.
4. If a toll service provider described in the preceding paragraph requests the Company to provide the personal information concerning the Renter due to his or her failure to pay fees, etc., specifying the vehicle registration number of the rental car and the date and time of the use of toll service, the Renter shall agree that the Company may disclose the personal information concerning the Renter to the toll service provider.

**Article 18 (Daily Inspections and Maintenance)**

The Renter or Driver shall inspect the rental car during use and perform the necessary maintenance as specified in Article 47-2 (Daily Inspections and Maintenance) of the Road Transport Vehicle Act prior to use each day.

**Article 19 (Prohibited Actions)**

The Renter or Driver shall refrain from all of the following actions during use:

- (1) Use of the rental car for purposes related to passenger transportation business or similar purposes without consent from the Company and the permission under the Road Transportation Act
- (2) Use of the rental car for any purpose other than the prescribed purpose or to have any individual drive the rental car other than the Driver stated in the rental certificate in accordance with Article 10, Paragraph 3 or any other individual approved by the Company
- (3) Any action that may violate the Company's rights, such as lending the rental car to another individual or using the rental car as collateral
- (4) Forging or modifying the automobile registration number plate or vehicle number plate of a rental car or altering or remodeling a rental car or otherwise changing the original state thereof
- (5) Use of the rental car for any testing or competition or towing or pushing another car without advance consent from the Company
- (6) Use of a rental car in violation of applicable laws and regulations or against public order and standards of decency
- (7) Taking out any kind of insurance on the rental car without advance consent from the Company
- (8) Taking the rental car outside Japanese borders
- (9) Removing the audio system, car navigation system, or other equipment installed in the rental car without advance consent from the Company or removing on-board tools, mounted tires, spare tires, etc. to use for any vehicle other than the rental car
- (10) Bringing pets into the rental car without advance consent from the Company or, even if the Company approved the travel with pets, letting them out of their cage when travelling
- (11) Any action that damages or contaminates an electric vehicle or its charger due to improper handling of the electric vehicle or its charger
- (12) Violation of any other Rental Conditions indicated in Article 10, Paragraph 1
- (13) The Renter or Driver or any individual associated with them shall not photograph, record, or videotape the Company's offices (business premises) or the Company's premises or post or distribute such images, sound, or video on any social networking service or other such sites without the Company's consent.

**Article 20 (Illegal Parking, etc.)**

1. If the Renter or Driver parks the rental car illegally during use, as stipulated by the Road Traffic Act, the Renter or Driver shall appear at the police station having jurisdiction over the area in which the car was illegally parked and immediately pay the fine for illegal parking, etc. The Renter or Driver shall also assume all costs related to towing, storage, and collection.
2. If the Company is informed by the police of unattended illegal parking of the rental car, the Company will contact the Renter or Driver to instruct them to immediately move or pick up the rental car, and instruct the Renter or Driver to appear at the relevant police station by the end of the rental period or by the time instructed by the Company to respond to procedures related to the violation. The Renter or Driver shall comply with such instructions. However, in the event that the rental car is moved by the police, the Company may, at its discretion, collect the rental car from the police.
3. After providing the instructions described in the preceding paragraph, the Company, at its discretion, will confirm the status of the violation by means of a traffic violation notice, payment slip, or receipt of the penalty. Until the procedures related to violation come to an end, the Company will provide to the Renter or Driver the instructions described in the preceding paragraph. In addition, the Company will request the Renter or Driver to sign a document specified by the Company ("Written Acknowledgment" hereinafter) and the Renter or Driver shall agree to do so, thereby acknowledging that he or she has committed the offense of unattended illegal parking and that he or she agrees to appear at a police station to comply with legal measures as a violator of the law.
4. If the Company deems it necessary, the Company will cooperate with the police to ensure that the Renter or Driver discharges his or her responsibilities regarding unattended illegal parking by providing the police with materials containing personal information, such as the Written Acknowledgment and Rental Certificate. In addition, the Company may take other appropriate legal action, such as submitting the statement of defense referred to in Article 51-4, Paragraph 6 of the Road Traffic Act, Written Acknowledgment, Rental Certificate, and other materials to the Public Safety Commission and reporting related circumstances to them; the Renter or Driver agree to such actions.
5. If the Company pays a parking violation fee in response to an order to pay a fine for leaving a motor vehicle unattended pursuant to Article 51-4, Paragraph 1 of the Road Traffic Act or if the Company bears the expenses incurred in searching for the Renter or Driver or in moving, storing, or collecting the car, the Company will charge the following amounts ("Parking Violation Related Expenses" hereinafter) to the Renter or Driver. In such cases, the Renter or Driver shall pay expenses related to parking violations by the date specified by the Company.
  - (1) Amount equivalent to the fine for leaving a motor vehicle unattended
  - (2) Parking violation penalty as separately specified by the Company
  - (3) Expenses incurred in searching for the Renter or Driver or expenses for moving, storing, and collecting the car
6. If the Company receives an order for payment of a fine for leaving a motor vehicle unattended mentioned in the preceding paragraph, or if the Renter or Driver fails to pay the full amount of the charge stipulated in said paragraph by the date designated by the Company, the Company will take suitable measures, such as registering the name, date of birth, driver's license number, etc. of the Renter or Driver in the Information Management System of the All Japan Rent-A-Car Association ("Zenrekyo System" hereinafter).
7. If the Renter or Driver is obligated to pay a fine for illegal parking pursuant to Paragraph 1, but fails to follow the Company's instructions to respond to the procedures related to the violation under Paragraph 2 or refuses the Company's request to sign a Written Acknowledgment under Paragraph 3, or otherwise if the

Company deems it necessary, the Company may charge the Renter or Driver an amount separately determined by the Company ( "Parking Violation Surcharge" hereinafter) to be allocated for the fine for leaving a motor vehicle unattended and the Parking Violation Penalty, as provided for in Paragraph 5.

8. Notwithstanding the provisions of Paragraph 6, if the Company receives the full amount of the Parking Violation Penalty and the expenses specified in Paragraph 5, Item 3 from the Renter or Driver, the Company will not register the data in the Zenrekyo System as specified in Paragraph 6 or delete such data already registered in the Zenrekyo System.
9. If the Renter or Driver has paid the amount charged by the Company pursuant to Paragraph 5, but the order to pay the fine for leaving a motor vehicle unattended is later cancelled due to the subsequent payment by the Renter or Driver of a penalty related to such illegal parking, or due to the filing of legal action or otherwise, and the Company receives a refund of the fine for leaving a motor vehicle unattended to the Company, or is presented with the receipts, etc. showing the payment of the fine for leaving a motor vehicle unattended, the Company will refund to the Renter or Driver, of all the expenses related to the illegal parking already paid to the Company, only the amount equivalent to the fine for leaving a motor vehicle unattended. The same shall apply to refund of a Parking Violation Penalty the Company received in accordance with Paragraph 7.
10. In cases in which data has been registered in the Zenrekyo system pursuant to Paragraph 6, if the order to pay a fine for leaving a motor vehicle unattended has been cancelled due to payment of a penalty etc., or when the full amount charged by the Company pursuant to Paragraph 5 has been paid to the Company, the Company will delete the data registered in the Zenrekyo system.

#### **Article 21 (GPS Function)**

1. The Renter and the Driver agree that the rental car may be equipped with a global positioning system ( "GPS function" hereinafter); that the current location and route of the rental car will be recorded in the system specified by the Company; and that the Company may use such recorded information for the following purposes:
  - (1) For the purpose of confirming that the rental car has been returned to the designated place at the end of the Car Rental Terms and Conditions
  - (2) For the purpose of identifying the current location of the rental car if Article 28, Paragraph 1, applies or if deemed necessary for the management of the rental car or the fulfillment of the Car Rental Terms and Conditions
  - (3) For the purpose of marketing analysis to improve the quality of products and services provided to Renters and Drivers, and to enhance customer satisfaction
2. The Renter and the Driver agree that the information recorded by the GPS function described in the preceding paragraph may be disclosed to the extent necessary if the Company is required to disclose it pursuant to laws and regulations or when the Company receives a request or order for disclosure from a court, administrative agency or other governmental authority.

#### **Article 22 (Dashboard Camera)**

1. The Renter and the Driver agree that the rental car may be equipped with a dashboard camera; that the driving conditions of the Renter and the Driver will be recorded; and that the Company may use such recorded information for the following purposes:
  - (1) For the purpose of investigating the circumstances of an accident, if one occurs
  - (2) For the purpose of investigating the driving conditions of the Renter or Driver if deemed necessary for the management of the rental car or for the fulfillment of the Car Rental Terms and Conditions
  - (3) For the purpose of marketing analysis to improve the quality of products and services provided to Renters and Drivers and to enhance customer satisfaction
2. The Renter and the Driver agree that the information recorded by the dashboard camera described in the preceding paragraph may be disclosed to the extent necessary if the Company is required to disclose it pursuant to laws and regulations or if the Company receives a request or order for disclosure from a court, administrative agency, or other governmental authority.

#### **Article 23 (Responsibility for Return)**

1. The Renter or Driver shall return the rental car to the Company at the designated place of return by the expiration of the rental period.
2. If the Renter or Driver violates any of the provisions of the preceding paragraph, the Renter or Driver shall compensate the Company for any and all damages incurred by the Company.
3. The Renter or Driver will not be liable for any damages incurred by the Company in cases in which the rental car is not returned within the rental period due to a natural disaster or other force majeure event. In such cases, the Renter or Driver shall immediately contact the Company and follow the instructions of the Company.

#### **Article 24 (Confirmation upon Return)**

1. The Renter or Driver shall return the rental car in the presence of a representative from the Company. The car must be returned in the same condition at the time of delivery, except that some parts may show wear and tear associated with normal use.
2. Upon returning the rental car, the Renter or Driver shall ensure that there are no personal effects of the Renter or Driver or passengers in the rental car. The Company will not be responsible for safekeeping of any personal effects after the return of the rental car.

#### **Article 25 (Rental Fees at the Time of Change of the Rental Period)**

In the case of changing the rental period in accordance with Article 14, Paragraph 1, the Renter or Driver shall pay the rental fees corresponding to the changed rental period.

#### **Article 26 (Place of Return)**

1. In cases involving a change in the place of return pursuant to Article 14, Paragraph 1, the Renter and the Driver shall pay the excess cost, if the cost for the round trip (One-way fee) required due to the change of the place of return exceeds the initial one-way fee. However, even if the actual cost is less than the initial one-way fee, the difference will not be refunded by the Company.
2. If the Renter or Driver returns the rental car to a place other than the designated place of return without the Company's consent pursuant to Article 14, Paragraph 1, the Renter or Driver shall pay the penalty for changing the place of return as set forth below:

Penalty for changing the place of return = Expenses for round-trip owing to changing the place of return × 200%

#### **Article 27 (Settlement of Car Rental Fees)**

1. If the Renter has any unsettled fees for overage, incidental charges, gasoline, etc., the Renter shall pay these fees on returning the rental car.
2. If the rental car has not been refueled (i.e., the tank is not full) at the time of return, the Renter shall pay the fuel charge calculated in accordance with the provisions separately stipulated by the Company.

#### **Article 28 (Measures in Case of Failure to Return the Rental Car)**

1. If the Renter or Driver fails to return the rental car to the designated place of return even after the expiration of the rental period and fails to respond to the Company's request to return the car, or if it is deemed that the car is lost owing to the Renter's whereabouts becoming unknown, the company will take legal action such as filing a criminal complaint, report the incident to the All Japan Rent-A-Car Association, and register the case in the Zenrekyo System.
2. For cases subsumed under the preceding paragraph, the Company will take all necessary measures to locate the rental car, such as interviewing the family, relatives, or other related persons in the workplace, etc. of the Renter or Driver, or activating the vehicle tracking system.
3. For cases subsumed under Paragraph 1, the Renter or Driver is liable to compensate the Company for any damages incurred by the Company pursuant to the provisions of Article 33. The Renter or Driver is also liable for expenses incurred in collecting the rental car and in searching for the Renter or Driver. In such cases, the Company is not liable for any items left in the rental car.
4. For cases subsumed under Paragraph 1, the Renter or Driver shall agree in advance that the Company may collect the rental car without the consent from the Renter or Driver, and shall not object to the Company's collection of the rental car for any civil, criminal or other reason. In such cases, the Company is not liable for any items left in the rental car.
5. For cases subsumed under Paragraph 1, the Company may take measures to temporarily delete the registration of the rental car in question.

#### **Article 29 (Measures in Case of Detection of Failure)**

In the event of finding any abnormality or malfunction of the rental car while in use, the Renter or Driver shall immediately stop driving the car, notify the Company and follow the Company's instructions.

**Article 30 (Measures in Case of Accident)**

1. In the event of an accident involving the rental car while in use, the Renter or Driver shall immediately stop driving the rental car and take the measures required by law regardless of the severity of the accident, and shall also take the following measures:
  - (1) Promptly report the circumstances of the accident, etc. to the Company and follow the instructions of the Company.
  - (2) In cases in which the rental car is repaired in accordance with the instructions described in the preceding paragraph, such repair shall be performed by the Company or a workshop designated by the Company, unless otherwise authorized by the Company.
  - (3) Cooperate in the investigation of the accident by the Company and the insurance company contracted with the Company, and provide required documents, etc., without delay.
  - (4) In the case of settling or otherwise agreeing with the other party with respect to the accident, obtain the prior consent from the Company.
2. The Renter or Driver shall, in addition to taking the measures set forth in the preceding paragraph, handle and resolve the accident on his or her own responsibility.
3. The Company will advise the Renter or Driver on the resolution of the accident and cooperate in the settlement of the accident.
4. In the event that an accident involving the rental car occurs, the Company will take all necessary measures to locate the rental car, such as interviewing the family, relatives, or other related persons in the workplace, etc. of the Renter and the Driver, or activating the vehicle tracking system, etc.
5. In the event that an accident involving the rental car occurs, the Renter and the Driver is liable to compensate the Company for any damages incurred by the Company pursuant to the provisions of Article 33. The Renter or Driver is also liable for expenses incurred in collecting the rental car and in searching for the Renter or Driver.
6. For the purpose of confirming the circumstances of an accident, the Company uses an event data recorder, if installed on the motor vehicle, to record circumstances in the event of a collision or emergency braking, etc.
7. If deemed necessary, the Company will take measures such as reviewing the records described in the preceding paragraph.

**Article 31 (Measures in Case of Theft)**

If the rental car is stolen or otherwise damaged while in use, the Renter or Driver shall take the following measures:

- (1) Immediately report the incident to the nearest police station.
- (2) Immediately report the damage, etc. to the Company and follow the instructions of the Company.
- (3) Cooperate in the investigation of the theft or other damage by the Company and the insurance company contracted with the Company, and provide required documents, etc. without delay.

**Article 32 (Termination of Rental Agreement due to Inability to Use)**

1. The Rental Agreement shall terminate in the event that the rental car becomes unusable due to a breakdown, accident, theft, or other reasons ( "breakdown, etc." hereinafter) while in use.
2. For the cases described in the preceding paragraph, the Renter or Driver is responsible for expenses required to collect and repair the rental car. The Company will not refund rental fees already received. If the rental fees are scheduled to be paid later based on a special agreement or in cases in which an unsettled balance remains due to an extension of the rental period or other reasons, the Renter shall pay such fees. Provided, however, that this shall not apply in cases in which the breakdown, etc. is attributable to the reasons specified in Paragraph 3 or 5.
3. In cases in which the breakdown, etc. is attributable to a defect that existed prior to the rental, a new Rental Agreement is deemed to be concluded and the Renter is entitled to receive an alternative rental car from the Company. The terms and conditions for providing an alternative rental car shall apply mutatis mutandis to Article 7, Paragraph 2.
4. If the Renter does not accept the alternative rental car provided as described in the preceding paragraph, the Company shall refund in full the Rental Fees already received by the Renter. This shall also apply when the Company is unable to provide an alternative rental car.
5. If the breakdown, etc. is caused by reasons not attributable to either the Renter, the Driver, or the Company, the Company shall refund to the Renter the amount remaining after deducting the Rental Fees corresponding to those in the period from the time of delivery until the termination of the Rental Agreement from the Rental Fees already received by the Company.
6. If the rental car becomes unusable due to a natural disaster or other force majeure event while in use, the Rental Agreement shall be terminated.
7. For cases subsumed under the preceding paragraph, the Renter shall report this to the Company and shall pay to the Company the Rental Fees corresponding to the period during which the rental car was in use. Provided, however, that it will not apply when the full amount has already been received.
8. Neither the Renter nor the Driver shall be entitled to make any claims against the Company for any damages arising out of the non-availability of the rental car, except for the measures set forth in this Article.

**Article 33 (Compensation for Damage or Lost Business Opportunities)**

1. If the Renter or Driver causes damage to a third party or the Company while using the rental car that the Renter or Driver has rented (including a rental car by proxy pursuant to Article 39, Paragraph 1), the Renter or Driver shall compensate the Company for such damage, except in cases in which the reason is attributable to the Company.
2. Of the damage incurred by the Company described in the preceding paragraph, the Renter or Driver shall compensate the damages or related lost business opportunities caused due to unavailability of the rental car because of accident, theft, breakdown, smudge or odor, etc. due to reasons attributable to the Renter or Driver, as set forth in the Schedule of Fees, and the Renter or Driver shall pay such damages.

**Article 34 (Insurance and Compensation)**

1. If the Renter or Driver takes responsibility for compensation under Article 33, Paragraph 1, insurance or compensation will be paid within the following limits, according to the damage insurance taken out by the Company for the rental car and the compensation system established by the Company:
  - (1) Compensation for bodily injury: Unlimited per person (including the amount covered by automobile liability compulsory insurance)
  - (2) Compensation for property: Unlimited per accident (deductible of 50,000 yen)
  - (3) Compensation for vehicles: Up to actual value per accident, deductible of 50,000 yen (all except the following) or deductible of 100,000 yen (2-ton long type or larger flatbed trucks and aluminum trucks, microbuses, campers, specially equipped vehicles, and some passenger cars with a license plate bearing number 1)
  - (4) Compensation for personal injury: Up to 30 million yen per person (up to the maximum capacity of the vehicle); Personal injury coverage requires the accident to be reported to the police and official medical treatment by a physician. Other cases shall be treated according to the Company's non-life insurance policy.
2. In the case exemption grounds of the insurance policy or the compensation system apply, the insurance or compensation specified in Paragraph 1 will not be paid.
3. Damages not covered by insurance or compensation and damages exceeding the amount of insurance or compensation to be paid (the amount of damages calculated by the insurance company according to the insurance policy) in accordance with paragraph 1 shall be borne by the Renter or Driver, unless a special agreement has been made. Provided, however, that damage caused by a disaster designated as that of extreme severity ( "disaster of extreme severity" hereinafter) prescribed in Article 2 of the Act on Special Financial Support to Deal with the Designated Disaster of Extreme Severity (Act No. 150 of 1962) or damage caused by a similar natural disaster, if the damage is related to a rental car that was lost, damaged or otherwise damaged in the area designated as a disaster of extreme severity, the Renter or Driver will not be required to compensate for the damage unless there was intent or gross negligence on the part of the Renter or Driver with respect to the occurrence of the damage.
4. In cases in which the Company has paid the damages owed by the Renter or Driver, the Renter or Driver shall immediately reimburse the Company for the amount paid by the Company.
5. The amount equivalent to the premium for the non-life insurance policy stipulated in Paragraph 1 and the amount equivalent to the membership fee for the compensation system determined by the Company are included in the rental fee.
6. Damages resulting from accidents that are not reported to the police or our branches, accidents that fall under the exclusion clause of the non-life insurance policy, accidents that occur after delivery of the rental car and fall under any of Article 11, Paragraph 1, Items 1 to 5, Paragraph 2, Item 1, or Article 19, Items 1 to 13, and accidents that occur after the rental period has been extended without authorization are not covered by the non-life insurance policy or this compensation system.

#### **Article 35 (Termination of Rental Agreement)**

Should any of the following items apply to the Renter or Driver during the rental, the Company may terminate the Rental Agreement without notice or warning and demand the immediate return of the car. In such cases, the Company will not refund to the Renter the Rental Fees already received. If the Rental Fees are scheduled to be paid later due to a special agreement or in cases in which an unsettled balance remains due to an extension of the rental period or other reasons, the Renter shall pay such fees.

- (1) Violations of these Car Rental Terms and Conditions
- (2) The rental car is involved in an accident or becomes damaged or malfunctions for reasons attributable to the Renter or Driver.
- (3) Any of the items of Article 11, Paragraph 1, apply.

#### **Article 36 (Agreed Termination)**

1. The Renter may terminate the Rental Agreement with the Company's consent by returning the rental car and paying the termination fee specified in the following paragraph. In such cases, the Company will refund to the Renter the amount remaining after deducting the Rental Fees corresponding to those in the period from the time of delivery until returning the car from the Rental Fees already received by the Company.
2. Upon the termination of the agreement as set forth in the preceding paragraph, the Renter shall pay to Company the termination fee set forth below:  
Termination fee = {(Rental Fees corresponding to the period of the Rental Agreement) - (Rental Fees corresponding to the period from delivery to termination)} × 50%

#### **Article 37 (Purpose of Use of Personal Information)**

1. The Company obtains and use personal information concerning the Renter or Driver for the following purposes:
  - (1) To undertake matters required as a condition of granting the business permission as a business operator licensed to operate a motor vehicle rental business under Article 80, Paragraph 1 of the Road Transportation Act—for example, preparing a rental certificate at the time of entering into the Rental Agreement.
  - (2) To provide the Renter or Driver with information about rental cars, used cars, and other products handled by the Company and the services provided in connection therewith, as well as promotional events and campaigns, via advertising materials, e-mails, and other methods
  - (3) To verify the identity of the Renter or Driver and to assess their eligibility to enter into the Rental Agreement at the time of entering into thereof.
  - (4) To undertake questionnaires by mail, telephone, e-mail or other means for the purpose of developing products or seeking ways to improve customer satisfaction
  - (5) To create data that statistically compiles and analyzes personal information and processes it in a form that does not identify or specify individuals
  - (6) To provide the personal information listed below to our group companies and affiliated companies in writing or electronically. Provided, however, that the provision of personal information to a third party will be withheld at the request of such individual.  
Information provided: address, name, date of birth, phone number, and customer transaction information
2. In cases in which the Company seeks personal information concerning the Renter or Driver for purposes not specified in any item of Paragraph 1, the purpose of such use will be clearly indicated in advance.

#### **Article 38 (Consent to Registration and Use of Personal Information)**

In cases in which any of the following applies, the Renter or Driver agrees that their personal information, including name, date of birth, driver's license number, etc., will be registered in the Zenrekyo System for a period not exceeding seven years, and that such information will be used by the All Japan Rent-A-Car Association, its member regional car rental associations, and their member car rental companies for the purpose for evaluations undertaken at the time of the conclusion of the Rental Agreement:

- (1) The Company is ordered to pay a fine for leaving a motor vehicle unattended in accordance with Article 51-4, Paragraph 1 of the Road Traffic Act.
- (2) The Renter or Driver does not pay to the Company the full amount of expenses related to parking violations stipulated in Article 20, Paragraph 5.
- (3) It is deemed that there has been a failure to return the car as stipulated in Article 28, Paragraph 1.

#### **Article 39 (Rental by Proxy)**

1. If the Company is unable to deliver a rental car of the type, class, brand, or model requested by the applicant (including cases in which no rental car is available at the place of business where the reservation is made), the Company shall, notwithstanding the provisions of Article 10, Paragraph 1, procure a rental car from another car rental operator and rent it to the individual who made the reservation, provided that the Company has confirmed the following matters with the individual and has obtained his or her consent ("Rental by Proxy"):
  - (1) That the Company will apply its own Car Rental Terms and Conditions if it is more favorable to the user than applying the car rental terms and conditions of the operator that provides the said rental car in the event of an accident, breakdown, etc.
  - (2) That the Rental Certificate shall be in a special form as set forth in Paragraph 3.
  - (3) That the car rental terms and conditions of the rental car operator that provided the car are attached.
2. In the case of renting a motor vehicle by proxy, the Car Rental Terms and Conditions of the rental car operator who provided said rental car shall apply.
3. The Rental Certificate, as defined in the basic notice, at the time of rental by proxy shall be in the form specified by the said operator who provided the rental car or in a form separately specified by the Company specifically for rental by proxy.
4. Upon rental by proxy, in the event of a breakdown, etc. with the rental car, the Company shall cooperate in the procedures required for repairs, etc., carried out by the rental car provider and take other measures to ensure the convenience of the Renter or Driver, in the same manner as when renting a rental car owned by the Company.

#### **Article 40 (Offset)**

In cases in which the Company has monetary obligations to the Renter or Driver hereunder, the Company may, at any time, set off such obligations against any monetary obligations to the Company of the Renter or Driver.

#### **Article 41 (Consumption Tax and Local Consumption Tax)**

The Renter or Driver is liable for any consumption tax (including local consumption tax) imposed on any transaction pursuant hereto.

#### **Article 42 (Penalty for Late Payment)**

Should the Renter or Driver or the Company fail to meet their monetary obligations hereunder, the Renter or Driver or the Company, as the case may be, shall pay to the other party a penalty for late payment determined at the rate of 14.6% per annum.

#### **Article 43 (Detailed Regulations)**

1. The Company may establish separate detailed regulations hereof; these shall have the same force and effect as these Car Rental Terms and Conditions.
2. In cases in which the Company has established separate detailed regulations, the Company shall post such regulations at each of the Company's retail locations and describe them in its brochures, price lists, website, etc. The same shall apply in the event of any changes thereto.

#### **Article 44 (Provision of Information on Important Matters)**

1. The Company shall strive to provide the Renter with information, in clear and simple language, on particularly important matters described in these Car Rental Terms and Conditions prior to rental, including the nature and extent of the Renter's liability for damages and lost business opportunities, the nature and terms of the Company's insurance or compensation system, and the measures required of the Renter in the event of a breakdown, accident or theft, illegal parking, or late return of the car.
2. The Renter shall strive to understand the Car Rental Terms and Conditions.

#### **Article 45 (Preferential Application of the Japanese Version of the Car Rental Terms and Conditions)**

In the event of discrepancies between the Japanese version and the English version of the Car Rental Terms and Conditions, the Japanese version shall prevail.

#### **Article 46 (Agreed Court of Jurisdiction)**

In the event of any disputes regarding the rights and obligations hereunder, the district or summary court having jurisdiction over the location of the Company's principal office, branch office, or any retail location shall serve as the court having jurisdiction, regardless of the amount in controversy.

#### **Supplementary Provision**

These Car Rental Terms and Conditions shall enter into effect on February 1, 2023.