Subscription clause

Chapter 1 General Provisions

Article 1 (Application of Conditions)

1 We will lend rented cars (hereinafter referred to as "rental cars") to borrowers (including drivers, the same applies below) pursuant to the provisions of this agreement. Matters that are not stipulated in this agreement are based on laws or ordinary practices. 2 The Company may respond to special provisions to the extent that it does not contradict the purpose of this agreement, laws and regulations and general practices. In case of special agreement, the special contract shall prevail.

Chapter 2 Reservation

Article 2 (Application for Reservation)

1. In borrowing a rent-a-car, the Renter shall agree to these Terms and Conditions and the fee schedule specified by the Company and prepare in advance the vehicle class, the date of borrowing start, the date of borrowing, the borrowing period, the returning place, the driver, Other borrowing conditions (hereinafter referred to as "borrowing conditions") can be clearly stated and booked.

2. The Company shall respond to the reservation within the range of the rental car owned by the Company or the company's borrowing conditions when the reservation is received from the borrower. Upon booking, the company may request payment of reservation deposit separately determined by the company, and the Renter shall respond this.

Article 3 (Change in reservation)

When the Renter desires to change the terms of borrowing, the Renter shall accept the Company's consent.

Article 4 (Rescission of reservation etc.)

(1) The Renter and the Company may cancel the reservation in accordance with the method prescribed by the Company. If you do not start concluding a rental car lending contract (hereinafter referred to as "rental contract") even after one hour or more of the reserved borrowing start time has elapsed, the reservation will be canceled regardless of circumstances we assume.

(2) When the reservation is canceled due to the circumstances of the Renter, the Renter shall pay the Company the prescribed cancellation fee as prescribed separately, and upon payment of this reservation cancellation fee, the reservation deposit received will be returned to the borrower.

3. The Rentee and the Company shall not make any claims on mutual cancellation of reservations being canceled and not being concluded, unless provided for in this section.

Article 5 (Agency for Reservation Business)

1. Renter shall be able to make an application for reservation on behalf of the Company by a travel agency or a partner company etc. (hereinafter referred to as "agent") handling the reservation business.

2. Renter who made the application under the preceding paragraph to the agency, shall change the reservation or cancellation to the substitute agent who made the application.

Article 6 (Alternative Car Rental)

(1) If we are unable to lend a car class car hire booked from the borrower, we will ask the borrower to rent a car class different from the reservation (hereinafter referred to as "alternative car hire"

It's called. You may request to lend it.

(2) When the Renter accepts the offer set forth in the preceding paragraph, the Company shall lend an alternative rental car under the same borrowing conditions as at the time of reservation except for the car class. The rental fee for alternative car rental is when it is higher than the rental fee of the reserved vehicle class, it is based on the rental fee of the reserved vehicle class, it is based on the rental fee of the alternative vehicle class.

(3) The Renter may refuse to apply for rental of the substitute rental car set forth in paragraph 1 and cancel the reservation.

(4) In the case referred to in the preceding paragraph, when the reason why the loan cannot be borrowed is due to reasons attributable to the Company, the Company shall refund the already received booking deposit,

(5) In the case of paragraph (3), the reason why the first paragraph cannot be lent is the reason such as accident, theft, refusal, recall, delay of return of car rental by another borrower, Communication problems in the telecommunications business such as telephone and Internet connection, failure or malfunction of the system used for the management of rent-a-car lending business of our company, natural disasters and other force majeure reasons, When due to reasons not attributable to our company, we will

refund the reservation application fee already received, and we will not be held responsible for the damages caused to the borrower due to the cancellation of the reservation.

Chapter 3 In lending contract

Article 7 (Conclusion of Rental Agreement)

1. We will enter into a lending contract with the application of the borrower, except when there is no rental car that can be lent or where the borrower falls under each item of Article 9.

2. Application for a rendezvous contract shall be carried out by specifying the borrowing conditions specified in Article 2, paragraph 1.

3. Upon the conclusion of a borrower, the Company may request the borrower to present a driver's license designated by the borrower and take a copy thereof, and the borrower and driver follow this will do. Any document such as a copy of the driver's license issued by the borrower or driver to the Company at the time of conclusion of the contract of the contract shall not be returned to the borrower or the driver regardless of the reason.

4. Upon the conclusion of a negotiable contract, the Company may ask the borrower and driver to present a copy of the document which can be confirmed in addition to the driver's license, and may take a copy thereof, and the borrower and The driver shall comply with this.

5. Upon conclusion of a lending contract, the Company seeks notice of mobile phone number etc. to contact the borrower and driver during the borrowing period, and the borrower and driver shall follow it.

6. Upon entering into a contract for the payment of the contract, the Company may designate a payment method such as credit card, cash, etc. to the borrower.

7. The driver shall comply with the terms and conditions stipulated as driver obligations under the terms and bylaws in concluding the contract.

8. When we conclude a contract to lend out, we will charge a separate rental fee.

Article 8 (refusal to conclude a contract for credit)

1. The Company, in the case of borrowing person or driver corresponding to each of the following items shall not be able to conclude a lending contract.

(1) When you do not have a driving license with the qualification necessary for driving a car hire. (2) When you are drinking. (3) When it is deemed to have toxic symptoms

due to narcotics, stimulants, thinners, banned drugs, etc. (4) In the past of leasing (including leasing by other car rental companies), when there is an act that falls to Article 19 matters listed in each item.

(5) When it is deemed to be a member of a gangsters group or organized group concerned of gangs or related persons or persons belonging to other antisocial organizations.

2. borrowing person or driver is when you fall under any of the following items, the Company shall be able to reject the conclusion of lending contract.

(1) When the driver determined for the reservation is different from the driver at the conclusion of the contract.(2) In the past of leasing (including leasing by other car rental companies), when there is a fact that failed to pay the payment of the lending fee.(3) When there is an act listed in Article 22, paragraph 6 or Article 30 paragraph 1 in the past lending (including lending by another rental car business operator).

(4) In the past of leasing (including leasing by other car rental companies), when there is a fact that car insurance was not applied by the lending agreement or insurance clause violation.

(5) Other When the Company deems it inappropriate.

Article 9 (establishment of a contract for credit etc.)

(1) The Rental Agreement shall be concluded when the Renter pays the Rental Fee, signs the Rental Agreement, and the Company delivers the rental car to the Renter. In this case, the reservation application fee is leased

It shall be allocated as part of the fee.

(2) The delivery set forth in the preceding paragraph shall be made at the borrowing place specified in the same paragraph at the date of borrowing start in Article 2, Paragraph

Article 10 (Rental Fee)

1. The rental fee refers to the total amount of the following fees, and the Company shall clearly state each amount, calculation basis, etc. in the price list.

 Basic charge (2) Compensation fee (3) Option charge (4) Drop off charge (5)
Lubricant substitution fee (6) Distribution car retry charge (7) Other charges
Basic fee is the charge of land transportation bureau chief of the local transport department at rental car lease (in Hyogo prefecture, director of Hyogo Land Transportation Division of Kobe Transportation Administration Department, Okinawa Prefecture Okinawa General Administration Office Land Transportation Office Director, The same shall apply in Article 15, paragraph 1.) And it is based on the fee table that we are carrying out.

3. When we revise the toll fee after making a reservation under Article 2, we shall comply with the fee applied at the time of booking and the fee charged at the time of booking to lower the rental fee.

Article 11 (Change of borrowing conditions)

(1) The Renter shall accept the Company's approval in advance if it intends to change the terms of borrowing under Article 2, Paragraph 1 after the conclusion of the lending contract.

(2) If we have trouble with lending business due to change of borrowing conditions under the preceding paragraph, we may not accept the change.

Article 12 (Cancellation of Rental Agreement)

1. When the borrower falls under each of the following items during the term of the borrower, we can cancel the borrowing contract without making any notice and notice and immediately request the return of the rental car. In this case, we will not refund the received rental fee.

(1) When it violates this contract. (2) When a traffic accident is caused due to a reason attributable to the borrower. (3) When it falls under any of the items of Article 8, paragraph 1.

2. In the event that the Renee becomes unusable due to a defect before the car rental is handed over to the Renter, the Renter may cancel the Rental Contract, except when receiving the measures under Article 24, Paragraph 3.

Article 13 (Mid-Term Termination of Lease Agreement due to Force Majeure Event)

1. If the rental car becomes unusable due to natural disasters or other reasons of force majeure during rental car rental period, the rental contract ends when the rental car becomes unusable.

In this case, in accordance with the price list separately determined by the Company, the Company shall exempt the Renter from the rental fee after the time when the use of the rental car becomes impossible.

2. When a Renter assumes that it falls under the preceding paragraph, the Renter shall notify the Company to that effect.

Article 14 (Mid Cancellation)

1. The Renter may terminate the Rental Agreement with the consent of the Company even during the borrowing period. In this case, we will refund the remaining amount after deducting the rental fee corresponding to the period from the received rental fee to the borrower.

2. When canceling the preceding paragraph, the Renter shall pay the Company the following cancellation fee.

[Cancellation fee] (Rental charge corresponding to the term of contract for rent - Rental fee corresponding to the period from loan to cancellation) \times 50%

3. The rental contract shall be terminated when the refund is made during the term of the rental due to accident or breakdown of the car rental due to reason attributable to the borrower. In addition, in this case, we will not exempt the borrower from the rental fee after the time when the use when the use of the rental car becomes impossible.

Article 15 (Granting of Certificate of Loan, Mobile, etc.)

1. When delivering a rental car, the Company shall deliver to the borrower a predetermined letter of credit stating the matters determined by the Director of Transportation Bureau of the Regional Bureau of Transportation.

2. During the use of the rental car, the Renter shall carry the Rental Certificate issued under the preceding paragraph.

3. When the Renter Certificate of Loss is lost, the Renter shall immediately notify the Company to that effect.

4. In case of returning a rental car, the Renter shall also return the credit card to the Company at the same time.

Chapter 4 In use

Article 16 (Management Responsibilities of Renter)

1. The Renter shall use and keep the rental car with the attention of a good administrator until the time of receiving the delivery of the rental car and returning it to the Company (hereinafter referred to as "in use").

2. The Renter shall negotiate the duty of caution in paragraph 1 and shall promptly report to the Company if the car rental car is stained, lost or damaged.

Article 17 (Periodic inspection and maintenance)

The Company shall lend rent-a-car which carried out regular inspection and maintenance of Article 48 of the Road Trucking Vehicle Act.

Article 18 (Inspection before operation)

During use, the Renter shall conduct pre-operation inspection of Article 47 of the Road Trucking Vehicle Law before using it every day for rent-a-car that you borrowed.

Article 19 (Prohibited act)

The Renter shall not do the following act while using the rental car.

To use rent-a-car for the automobile transport business or similar purpose without receiving our consent and permission etc. based on the Road Transport Law.
To conduct any act that will infringe the ownership of the company, such as subletting a rental car or providing it for other collateral
Counterfeit or alter vehicle registration number or vehicle number mark of a rental car, or to change the original state, such as remodeling or refurbishing it.
By using car rental for various tests or competitions without receiving our consent or towing other cars or use it for boost.
To use a rent-a-car in violation of laws or public order and morals.
Join property insurance for rent-a-car without receiving our consent about.
To bring rental car out of Japan.
In addition to the preceding items, conduct acts in violation of the contract.

Article 20 (Liability)

(1) A Renter shall indemnify the damages when the Renter takes damage to a third party or the Company during use. However, excluding cases due to reasons attributable to our company.

(2) Among the damage of the Company set forth in the preceding paragraph, due to the fact that the Company cannot use the rental car due to accident, theft, failure due to reasons attributable to the borrower or driver's responsibility, contamination of car rental, odor etc., The damage shall be in accordance with the schedule stipulated in the toll table etc. and the borrower shall pay it.

Article 21 (Compensation)

1 The Company shall compensate the liability for damages under Article 20, paragraph 1, borne by the borrower, within the following limits, based on the damage insurance contract concluded on rental cars and the compensation system set by the Company.

(1) Person compensation 1 person limit amount unlimited (including automobile damages liability insurance) (2) object compensation 1 accident limit unlimited (immunity amount 50,000 yen)

(3) Vehicle Compensation 1 Accident Limit Amount Market Value (Exemption 50,000 yen) (4) Personal Injury Compensation Up to 30 million yen per person

If you fall under the excuse of 2 insurance agreement or compensation provided by for in paragraph 1 is paid.3 If the borrower violates the lending agreement is not insurance or compensation provided for in paragraph 1.

(4) Damages not compensated for by insurance claims or compensation money and damage exceeding the insurance amount or compensation amount paid according to the provisions of paragraph 1 shall be borne by the borrower.

(5) With regard to damage equivalent to the insurance claim exemption specified in paragraph 1, we will bear the burden of the premium payment expense compensation fee paid by the borrower in advance. When there is no payment for the indemnity compensation fee, it shall be borne by the borrower.

(6) When the Company pays the damages to be borne by the borrower prescribed in the preceding paragraph, the borrower shall immediately pay the Company's payment amount to the Company.

Article 22 (Parking violation)

1.When the Renter accepts a parking violation prescribed in the Road Traffic Law concerning rental cars in use, the Renter shall appear at the police station (hereinafter referred to as "Handing Police Station") that has jurisdiction over the area for which the parking violation occurred Immediately, he or she shall pay the penalty relating to the parking violation himself and also bear various expenses such as towing movement, storage, taking over.

2. In the case referred to in the preceding paragraph, if the police station notifies us of a parking violation, we contact the borrower, promptly move the rental car to our designated location.

We will instruct you to conduct administrative procedures such as handling at the police station until the date of return or by the time we are ordered and paying a penalty for such violation. At the same time, the Company gives the borrower Request the signature of the Company prescribed document (hereinafter referred to as "Authorization Form") to the fact that he / she has appeared at the police station, etc. and made a violation of parking and that he / she admits to comply with the legal measures as a violator and The Renter shall comply with this. If the Renter does not pay the penalty pertaining to the parking violation or has not paid the various expenses set forth in the preceding paragraph, even during the borrowing period, the Company shall pay such payment or refund of rental car cannot be received until payment is completed.

3. In the case referred to in the preceding paragraph, in the event that the refund of the rental car has come after the borrowing period, the borrower shall separately pay the usage fee for the excess period.

4. If the Company deems it necessary, the Company shall notify the police and the Public Safety Committee of information such as approval and borrowing conditions, borrower information registered to the company, registration number of rental car leased to the borrower, the data such as the data on which it is stated can be submitted, and the Renter shall agree in advance.

5. In the event that the Company receives an order for payment of no permanence violation pursuant to Article 51-4, Paragraph 1 of the Road Traffic Act and paid a negligent violation, or when the expenses required for the search by the borrower or the movement, storage, withdrawal etc. of the vehicle The Company shall claim the following amount of money (hereinafter referred to as "parking violation related expenses") to the Renter. In this case, the Renter shall pay the parking violation related expenses by the due date specified by the Company.

(1) Equivalent amount of negligence left unchecked (2) parking violation penalty separately determined by the Company (3) expenses required for exploration and expenses required for movement, storage,

6. When the Company receives an order for payment of non-compliance with penalty set forth in the preceding paragraph, or when the borrower does not pay the full amount of the claim prescribed in the same paragraph by the deadline designated by the Company, the Company shall enter the name of the borrower or driver, Address, driver's license number, etc. to the information management system of the Japan Car Rental Association (hereinafter referred to as "All-Japan Cooperation System"), and so forth.

7. Under the provisions of paragraph 6, in the case where it is registered in the whole religious cooperative system, the order of payment for non-compliance with penalty punishment is canceled due to the payment of penalty (or the requested amount by the Company pursuant to the provisions of paragraph 5 When we are paid), we will delete the data registered in the All League system.

Article 23 (Accident treatment)

When an accident involving the car rental occurs during use of the rental car, the borrower will take measures in accordance with the law regardless of the size of the accident and will process it according to the following provision with that. (1) To immediately report the situation of the accident to our company. (2) With regard to the accident concerned, submit the documents or evidence required by the Company

and the insurance company contracted by the Company without delay. (3) When consulting or negotiating with a third party concerning the accident, obtain prior consent from us. (4) Repair of a rental car, except when there is a particular reason is to be done at the company or the factory designated by us.

(2) The Renter shall endeavor to resolve the accident at its own responsibility in addition to the preceding paragraph.

3 The Company advises the accident treatment on the rent-a-car for the borrower and cooperates in solving the accident.

Article 24 (Measures upon failure)

(1)When a Renter finds an abnormality or failure of a rental car while in use, immediately stops driving, contacts the Company, and obeys our instructions.

(2) The Renter shall bear the expenses required for the delivery and repair of the rent-acar, in the event that the rent-a-car's abnormality or failure is caused by the intention or negligence of the borrower. In this case, contact with us

Letter of withdrawal agreement has been concluded at the time, we will not exempt the borrower from the rental fee after the time when the rental car cannot be used.

(3) In the event that it becomes unusable due to defects existing before rental car lease, the Renter shall be able to provide alternative car rental from the Company or receive similar measures.

(4) The Renter may not request the Company for damages arising from the failure to use the rental car, except for the measures specified in the preceding paragraph.

Article 25 (Measures at Theft)

When the car rental theft occurs during use, the borrower shall take the following measures when it is otherwise damaged.

(1) To notify the nearest police immediately.

(2) Immediately report the damage situation to us and follow our instructions.

(3) Cooperate with the investigation of the Company and the insurance company contracted by the Company concerning theft / damage, and submit the documents etc required by the Company and the insurance company without delay.

Chapter 6 Return

Article 26(Responsibility for Return)

- (1) The Renter shall return the rental car to the Company at a predetermined return location upon expiration of the Renting Period.
- (2) In the event of a Renter's violation of the preceding paragraph, we shall indemnify for any damages which we have given to our company.
- (3) The Renter shall not be held liable for damages arising in the Company if the rental car cannot be returned within the borrowing period due to natural disaster or other force majeure. In this case, the receiving person shall immediately contact our company and follow our instructions.

Article 27 (Confirmation at the time of return)

(1) The Renter shall return the rental car in the state prescribed in the Rental Agreement at the time of the borrowing, with the exception of deterioration and wear due to ordinary use, contamination of the car rental, damage Or lost property etc. is due to reasons attributable to the borrower, we will bear the expenses required to return the rental car to the state at the time of the start of borrowing.

(2) Upon returning the rental car, the Renter shall return the merchandise after confirming that there is no retainer of the Renter or a passenger in the rent-a-car, after returning the rental car, the Company shall be liable for the article left after the return there is no such thing.

(3) In addition to the preceding paragraph, at the time of returning a rental car, if the fuel tank is not filled with fuel such as gasoline or light oil (in the case of not being so-called "full tank"), the borrower will We shall immediately pay the Fuel substitution fee calculated by the prescribed conversion table to our company.

Article 28 (timing of return of rental car etc.)

(1) The Renter shall return the rental car within the borrowing period.

(2) When the borrower has extended the borrowing period pursuant to Article 11, paragraph 1, the lessee shall pay the rental fee corresponding to the renting period after the change, the rental fee before the change or the excess fee, whichever is lower We will pay the amount.

(3) Notwithstanding Article 11, paragraph 1, the Renter shall pay a penalty fee calculated pursuant to the following provision when the borrowing period is exceeded without obtaining our consent. Penalty charge = excess number of days × excess price unit price $\times 300\%$

Article 29 (Place of return of car rental etc.)

(1) The Renter shall return the Rewards to the refund location specified by Article 2, Paragraph 1. Provided, however, that if we change the refund place pursuant to Article 11, paragraph 1, we will bear the cost of the necessary transfer due to the change of the returning place.

(2) A Renter shall pay a penalty fee set forth in the following when returning a rental car to a place other than the return location specified in Article 2, Paragraph 1 without receiving our consent under Article 11, paragraph 1. Penalty fee = Cost required for forwarding which is required by change of return location \times 300%

Article 30 (Treatment in case the rental car is not refunded)

1. In case the Renter does not return the rental car to the predetermined return location despite the expiration of the borrowing period and does not respond to our return request or the location of the borrower becomes unknown etc. If it is deemed to have been non-refundable due to the reasons, in addition to taking legal measures such as criminal charges, we will take measures such as reporting non-refundable damage to the Association of National Rental Car Associations.

2. In the case of the preceding paragraph, we shall confirm the location of the rental car in every way.

3. In the case of paragraph 1, the Renter shall assume the responsibility to compensate for the damage given to the Company pursuant to the provisions of Article 20, and shall bear the cost of collecting the rental car and exploring the Renter.

Chapter 7 Miscellaneous Provisions

Article 31 (child seat)

1. In principle, the child seat shall be worn by the borrower. Even in the case where assistants assist, the borrower will take responsibility for confirming the safety. Child we are not responsible for any injuries caused by seat wearing problems.

2. In the event that the child seat is damaged or lost due to inappropriate handling or management etc., the Renter shall pay the cost.

Article 32 (Surrogate lending)

This agreement is applicable even when we rent car rental to a borrower by conducting a transaction which consigns car rental to our other business entrusted as the owner of the rental car.

Article 33 (offset)

When we incur a monetary obligation to a borrower under the terms and bylaws, our company can offset the monetary obligation to be borne by the borrower at any time.

Article 34 (consumption tax)

The Renter shall separately pay to the Company the consumption tax and local consumption tax imposed on the monetary obligation under this contract.

Article 35 (Delayed Damages)

1. A Renter shall pay a late fee of 14.6% per annum rate for the number of days from the day following the payment date to the date on which payment is made from the next day of due date, if the rental fee or any other monetary obligation is not fulfilled even after the due date

In addition to paying the rental fee and other accrued payment shall be paid immediately. 2. Transfer fee and other expenses necessary for payment in the preceding paragraph shall be borne by the borrower.

Article 36 (Modification and Disclaimer of Communication Equipment, Systems, Software, etc.)

1. The Company shall modify and update communication facilities, systems, software, etc. relating to rental car lease, at the discretion of the Company without prior notice to the Renter, without consent.

Can terminate the use and shall not be held liable for any damages suffered by the borrower due to this.

2. Except for reasons attributable to the Company's responsibility to mails, contents, etc. sent from our homepage, server, domain, etc., our company is harmful we do not guarantee not to include things.

Article 37 (Governing Law etc.)

1. Governing law shall be Japanese law.

2. If there is a discrepancy between the Japanese-language agreement and the English or other non-Japanese terms, the Japanese-language agreement shall take precedence.

Article 38 (Conditions and Detailed Regulations)

1. Company shall be able to revise the contracts and bylaws without notice or separately specify by-laws of the agreement

2. when we have stipulated a separate regulation separately, we will post it on our business branch (sales office) and describe it in the pamphlet and price list issued by our company. Also change this he same shall apply when you do.

Article 39 (Court of competent jurisdiction)

Where conflicts arise regarding the rights and obligations under this agreement, regardless of the appeal fee, the court of competent jurisdiction shall have a summary court that has jurisdiction over the location of the head office, branch office or branch office (sales office) of the Company.

Chapter 8 Personal Information

Article 40 (Purpose of use of personal information)

1. The purpose of acquiring personal information of the borrower and using it is as follows.

(1) To carry out matters mandated as a condition of business permission, such as creating a credit card at the time of conclusion of a negotiation contract, as a business operator who received business license of a rental car. (2) To the Renter,

To provide rental cars and related services. (3) Car rental, secondhand cars, other products and services handled by our company, etc., various events · campaign Holding of promotional materials etc. Please inform the customer by way of sending advertisement prints, sending e-mail, etc. (4) to confirm and verify your identity. (5) Product development.

In order to examine measures to improve customer satisfaction, conduct a questionnaire survey by way of mail, telephone, e-mail, etc. (6) statistically compile and analyze personal information, identify and identify individuals

to create statistics processed into a form without. (7) To provide the following personal information to group companies, our affiliated companies through written or electronic media. However, due to the offer of the principal, the third

we will stop offering. Items to provide: address, name, date of birth, telephone number, information on dealings with customers

2. We may occasionally share personal information in the preceding paragraph No. 7 with franchisees who have entered into a franchise agreement with us.

3. In the case of acquiring personal information of a borrower or driver for purposes not stipulated in each item of paragraph 1, clearly indicate its purpose of use beforehand

Article 41 (consent of the registration and use of personal information)

Borrowing people, in the case that was to fall under any of Article 22 Section 6 or Article 30, paragraph 1, borrowing's name, personal information, including the address, etc. in Japan National Car Rental Association 7 it, as well as the information is registered period does not exceed the year you agree to be utilized Institute of national Car Rental Association and member each prefecture Car Rental Association and its member companies.

Supplementary this agreement will come into effect from November 1, 2016.