



# Rental Terms and Conditions

## Chapter 1 - General Rules

### Article 1 Application of Terms and Conditions

1. The Company shall rent an, automotive vehicle (hereinafter referred to as the "Rental Vehicle") to the Renter, and the Renter shall rent such Rental Vehicle from the Company in accordance with these Terms and Conditions. Particulars not provided in these Terms and Conditions shall be construed in accordance with the detailed regulations provided in Article 39, laws, regulations and general customs.
2. The Company may enter into any special contract, provided that it is not contrary to the purport of these Terms and Conditions or the detailed regulations, laws and regulations, administrative notices and general customs. If special contracts are entered into, such special contracts shall prevail over these Terms and Conditions.

## Chapter 2 - Reservations

### Article 2 Making a Reservation

1. When renting the Rental Vehicle, provided that the Renter agrees to these Terms and Conditions and the price list, etc. prescribed separately, in person, by telephone, via the internet, or a travel agent that handles reservations on behalf of the Company, the Renter can, upon renting the Rental Vehicle, by a 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 drop-off place, the driver's name(s), use or non-use of options such as child seat(s) and car navigation systems, and other rental conditions (hereinafter referred to as 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 from among the vehicles in the possession of the Company, except when vehicles are substitute rentals based on the provisions of Article 35.1 (including when vehicles are substitute rentals as a substitute in accordance with the provisions of Article 35.1).
3. In such case, the Renter shall pay a separately stipulated reservation deposit unless the Company agrees otherwise.
3. If the Company is unable to send a reply to an email address submitted by a customer for confirming a reservation made via the internet, the Company shall reject such reservation.

### Article 3 Changing a Reservation

In the event that the Renter wishes to change any of the Renting Conditions as provided for in Article 2.1, the Renter must obtain consent from the Company in advance; provided, however, that when reservations have been made by a travel agent that handles reservations on behalf of the Company changes of reservation make only be made when the Renter applies for changes to the office of the Agent that made such reservation.

### Article 4 Cancelling a Reservation, etc.

1. The Renter may cancel the reservation according to the method provided separately.
2. The reservation shall be deemed to have been cancelled when the Renter, at the Renter's own convenience, 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.
3. In the event of Articles 4.1 and 4.2, the Renter shall pay a cancellation fee to the Company as separately stipulated. If a reservation deposit has been received, the Company shall set-off the deposit against the reservation cancellation fee.
4. If the Company cancels the reservation or does not execute the Rental Agreement due to its own circumstances, the Company shall return the reservation deposit received to the Renter.
5. If the Rental Agreement is not executed as a result of an accident, theft, non-return, a recall, or natural disaster or any other event not attributable to the Renter or the Company, the reservation shall be deemed to have been cancelled. In such case, the Company shall return the reservation deposit received to the Renter.

### Article 5 Substitute Rental Vehicle

1. 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 of 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 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.
5. In the case of Article 5.3, if the reason for the Company's failure to rent the Rental Vehicle as provided for in Article 5.1 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

1. 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.
2. In the event that the Company is unable to provide a Rental Vehicle or a Substitute Vehicle due to a natural disaster or any other force majeure event, the Renter shall not question the Company's responsibility for damages arising from such cause. In such case, the Company shall immediately inform the Renter.

### Article 7 Agency for Reservations

1. The Renter may make reservations through travel agents or business partners, etc. (hereinafter referred to as an "Agent") who handle reservation services on behalf of the Company.
2. The Renter who has made reservations through the Agent as provided for in Article 7.1 may apply to change or cancellation of such reservations to the office of the Agent that made the reservation.

## Chapter 3 - Rental

### Article 8 Execution of Rental Agreement

1. The Renter shall specify the Renting Conditions prescribed in Article 2.1, and the Company shall specify the vehicle renting conditions prescribed in these Terms and Conditions, the price list, etc. before entering into the Rental Agreement; provided, however, that, 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 the Company the rental charge prescribed in Article 11.1.
3. Based on the Basic Instructions issued by the governing agency (\*1), the Company will require the Renter at the time of the execution of the Rental Agreement to present to the Company their driver's license, and may also require presentation of a photocopy of the driver's license of the driver(s) designated by the Renter (hereinafter referred to as the "Driver") in order for the Company to enter 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. In such case, if the Renter is the Driver, the Renter shall present his or her driver's license to the Company and, if required, a photocopy thereof, and if the Renter is not the Driver, the Driver shall present his or her driver's license to the Company and, if required, 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 Road Transport Bureau, the Ministry of Land, Infrastructure and Transport on June 13, 1995 as Ji-Ryo No.138.  
(\*2) The driver's license means, of the driver's licenses provided in Article 92 of the Road Traffic Act, a driver's license as stipulated on Form 14 of Article 19 of the Regulations for the Enforcement of the Road Traffic Act. Additionally, international driving permit or foreign driver's license as stipulated under Article 107.2 of the Road Traffic Act shall be deemed as being equivalent to a driver's license.
4. Upon execution of the Rental Agreement, the Company may ask the Renter and the Driver to present documents that enable identity verification 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 shall ask the Renter and the Driver to give their 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.

### Article 9 Refusal to Execute Rental Agreements

1. 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 submitting a copy of their driver's license despite a request from the Company.
  - (2) If the Renter or the Driver is deemed to be under the influence of alcohol.
  - (3) If the Renter or the Driver appears to have toxic symptoms due to narcotics, stimulant drugs, or thinners, etc.
  - (4) If the Renter or the Driver intends to accompany children under the age of 6 without using a child seat in the Rental Vehicle.
  - (5) If the Company determines that the Renter or the Driver is a member of an organized crime group or an organized crime group-related organization, or is associated therewith, or is 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 execution of the Rental Agreement.
  - (2) If the Renter or the Driver has failed to pay rental charges with respect to past rentals.
  - (3) If the Renter or the Driver has committed any of the acts stated in Article 17 with respect to past rentals.
  - (4) If the Renter or the Driver has committed any of the acts provided for in Article 18.6 or Article 24.1 with respect to past rentals (including rentals from other car rental companies).
  - (5) If the Renter or the Driver was refused automobile insurance coverage 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 does not fulfill the Renting Conditions separately prescribed in relation to use of a specific type of vehicle. (Limited to cases in which using a specific type of vehicle.)
  - (7) If the Renter or the Driver committed any violent acts, demanded any burden exceeding a reasonable scope or used any violent force or makes statements against employees or other related parties in relation to a relationship with the Company.

- (8) 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.
- (9) In addition to each of the above provisions, if the Company and offices judge rental of a Rental Vehicle to be inappropriate.
- (10) If the Renter or the Driver does not meet any conditions as separately prescribed.
3. If a reservation already exists with the Renter in the 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 Enactment of the Rental Agreement, etc.**

1. The Rental Agreement shall be come into effect 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 or an amount equivalent to the value of the coupon issued by a travel mediator shall be allotted as part of the rental charge.
2. The delivery as provided for in Article 10.1 shall take place at the commencement date and time of rental as specified in Article 2.1 at the renting place as specified in Article 2.1.

**Article 11 Rental Charge**

1. The Rental Charge shall mean the total of the following amounts, and charges for the rental period shall be paid when executing the Rental Agreement. The Company shall specify each amount as well as the basis for calculation in the price list:
  - (1) Basic rental charge
  - (2) Special equipment charge
  - (3) One-way charge
  - (4) Fuel charge or charging charge
  - (5) Delivery/collection charge
  - (6) 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 the District Bureau of Transport (Director of Hyogo Land Transport of the Company) of the Hyogo Prefecture and Director of the Land Transport Office of the Okinawa General Affairs Bureau in Okinawa Prefecture, and the same applies in in Article 14.1) and implemented at the time of rental.
3. If additional charges such as extension charges, deductibles due to accidents, non-operational compensation, or penalties for changing the drop-off place, etc., other than charges referred in paragraph 1 are incurred, such charges shall be settled at the time of returning the Rental Vehicle.
4. 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.
5. The rental charge shall be prescribed in the detailed regulations.

**Article 12 Changes in Renting Conditions**

1. If the Renter desires to change the Renting Conditions prescribed in Article 8.1 after the execution of the Rental Agreement, the Renter must obtain prior consent from the Company.
2. The Company may not consent to a change to the Renting Conditions as provided for in Article 12.1 if such change interferes with the Company's renting operations. In such case, the Rental Vehicle shall be returned prior to the expiration of the initial rental period.
3. If extending the rental period in accordance with Article 12.1, Renting Conditions other than the rental period shall all be the same as the Rental Agreement prior to the extension, and the Renter shall pay the Company rental charges corresponding to the rental period after such change is made.

**Article 13 Inspection, Maintenance and Confirmation**

1. The Company shall rent the Rental Vehicle after conducting necessary periodic inspection and maintenance as stipulated in Article 48 of the Road Transport Vehicle Act (Periodic Inspection and Maintenance).
2. The Company shall conduct inspections and necessary maintenance as stipulated in Article 47.2 of the Road Transport Vehicle Act (Daily Inspection and Maintenance) including on Rental Vehicles that are substitute rentals based on the provisions of Article 35.1.
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 inspecting the exterior and the accessories of the Rental Vehicle, and shall also confirm that the Rental Vehicle meets the Renting Conditions.
4. In the event that any defects are detected in the Rental Vehicle as a result of the checkup under Article 13.3, the Company shall immediately perform necessary repairs, maintenance, etc.
5. The Renter shall be responsible for properly fitting child seats. The Renter shall be liable for fitting the child seat even if the Company helps fit the seat.

**Article 14 Issuance and Carrying of Rental Vehicle Certificate, etc.**

1. At the time of delivery of the Rental Vehicle, the Company shall issue to the Renter or the Driver a designated certificate of rental vehicle stating the matters prescribed by the Director-General of the District Transport Bureau.
2. The Renter or the Driver must carry 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.
4. The Renter or the Driver shall return the rental certificate to the Company together with the return of the Rental Vehicle.

**Chapter 4 - Use**

**Article 15 Managerial Responsibilities**

1. The Renter or the Driver shall operate and maintain the Rental Vehicle with the due care of a prudent manager 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 neglects the duty of care provided for in Article 15.2, or the Rental Vehicle is damaged due to being involved in a hit-and-run incident, pranks, theft from vehicles, or theft, the Renter shall be responsible for damage suffered by the Company. In such case, insurance on the Rental Vehicle shall not apply.

**Article 16 Daily Inspections and Maintenance**

During the period of use of the Rental Vehicle, the Renter or the Driver must conduct necessary daily inspections and maintenance of the Rental Vehicle before use prescribed in Article 47.2 of the Road Transport Vehicle Act (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) Using the Rental Vehicle for transportation business utilizing automobiles or purposes similar thereto without obtaining consent from the Company or permission as required by the Road Transportation Act.
- (2) Using the Rental Vehicle for purposes other than those specified, or letting 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) Subletting the Rental Vehicle or depositing it as security or any other acts which would infringe on the Company's rights.
- (4) Falsifying or altering the automobile registration number plate or license number plate of the Rental Vehicle, or changing the original form of the Rental Vehicle by rebuilding, or modifying, etc., the Rental Vehicle.
- (5) Using the Rental Vehicle for any kind of test or competition, or for towing or pushing any other vehicle without obtaining consent from the Company.
- (6) Using the Rental Vehicle in violation of laws and regulations or against public order and standards of decency.
- (7) Purchasing damage insurance for the Rental Vehicle without obtaining consent from the Company.
- (8) Taking the Rental Vehicle out of Japan.
- (9) Dismantling and removing from the vehicle audio equipment, car navigation systems, and other equipment installed in the Rental Vehicle without obtaining consent from the Company. Using vehicle tools, mounted tires, and spare tires, etc. for purposes other than for the Rental Vehicle.
- (10) Allowing an animal to travel in the Rental Vehicle without obtaining consent from the Company. Or letting an animal approved by the Company out of a cage in the Rental Vehicle.
- (11) Damaging or defacing an electric vehicle or charger due to inappropriate handling of such an electric vehicle or charger.
- (12) Otherwise acting in violation of the Renting Conditions of Article 8.1.

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

1. If the Renter or the Driver parks the Rental Vehicle in violation of the Road Traffic Act during the period of use of the Rental Vehicle, the Renter or the Driver shall report at the police station with jurisdiction over such district and immediately pay the violation fine for the illegal parking, as well as towage, storage, pick-up and other charges 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 to report to 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 procedures 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 an "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 related laws and regulations, and the Renter or the Driver shall comply accordingly.
4. If the Company deems it 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, such as the Acknowledgement Letter or the rental vehicle certificate. The Company may also take necessary legal measures such as submitting to the Public Safety Commission documents containing personal information, including, without limitation, a letter of explanation, the Acknowledgement Letter, the rental vehicle certificate and other documents prescribed in Article 51.4.(6) of the Road Traffic Act 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 Act and pays such violation fine for illegal parking on behalf of the Renter or Driver, or the Company pays any expenses for searching for 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 or the Driver. In such case, the Renter or the Driver 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 for the Renter or the Driver or for towing, storing, or collecting, etc. the vehicle.

6. If the Company receives an order for payment of a violation fine for illegal parking in accordance with Article 18.5 or if the Renter or the Driver 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 in name, birthdate, driver's license number, etc. of the Renter or the Driver on the information management system of the All Japan Rent-A-Car Association (hereinafter referred to as "All Japan Rent-A-Car System").
7. If the Renter or the Driver is required to pay a 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 procedures in accordance with Article 18.2 or the Company's request to sign the Acknowledgement Letter in accordance with Article 18.3, or when deemed necessary by the Company, the Company may require that the Renter or the Driver pay an illegal parking fine separately prescribed by the Company (hereinafter referred to as the "Illegal Parking Fine") to be allotted to the violation fine for illegal parking and the penalty for illegal parking prescribed in Article 18.5.
8. Notwithstanding the provisions of Article 18.6, if the Company receives the entire amount of the Illegal Parking Fine and the expense provided in Article 18.5, item (3), 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 in the All Japan Rent-A-Car System.
9. If the Renter or the Driver 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., or if a receipt for payment of a violation fine for illegal parking is presented, the Company shall return to the Renter or the Driver the amount equaling the violation fine for illegal parking from the Illegal Parking Related Expenses already received.
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.

#### **Chapter 5 - Return**

##### **Article 19 Responsibility for Return of Rental Vehicle.**

1. The Renter or the Driver shall return to the Company the Rental Vehicle at the specified drop-off place at or before the expiration of the rental period.
2. The Renter or the Driver shall compensate the Company for all the damage caused to the Company if the Renter or the Driver is in violation of Article 19.1.
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, the Renter or the Driver shall not be liable for the damages arising as a result. In this case, the Renter or the Driver shall immediately contact the Company and follow the instructions given by the Company.

##### **Article 20 Checks of Rental Vehicle at Time of Return, etc.**

1. 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 condition as at the commencement of rental, except for ordinary wear and tear arising from normal use and depletion of batteries in electric vehicles.
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. The Company shall bear no responsibility for the storage of such articles after the completion of return of the Rental Vehicle.

##### **Article 21 Rental Charge for Rental Period Change**

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

##### **Article 22 Drop-Off Place, etc.**

1. If the Renter or the Driver changes the specified drop-off place in accordance with Article 12.1, the Renter or the Driver shall pay the excess if expenses for forwarding the Rental Vehicle required due to the change of drop-off place (one-way car rental fee) exceed the initial one-way car rental fees; provided, however, that the Company shall not refund the difference even if expenses are less than the initial one-way car rental fees.
2. In the event that the Renter or the Driver returns the Rental Vehicle to any place other than the specified drop-off place without consent from the Company under Article 12.1, the Renter or the Driver shall pay a penalty for changing the drop-off place as follows:  
Penalty for Changing the Drop-off Place = expenses required for forwarding the Rental Vehicle due to the change of the drop-off place x 200%.

##### **Article 23 Settlement of Rental Vehicle Rental Charges**

1. If there are any unsettled charges such as excess charges, incidental charges, or gasoline charges when returning the Rental Vehicle, the Renter shall pay such charges.
2. If the fuel tank is not full when returning the Rental Vehicle, the Renter shall pay a fuel charge calculated according to provisions separately prescribed by the Company.

##### **Article 24 Measures in Case of Non-Return**

1. In the event that the Renter or the Driver does not return the Rental Vehicle to the specified drop-off place after the expiration of the rental period, and if the Renter and the Driver fails to comply with the Company's request to return the Rental Vehicle or if the Company determines that the Rental Vehicle is non-returnable because the whereabouts of the Renter or the Driver is not known or due to other reasons, the Company may take legal measures including the filing of criminal charges, and additionally may report such non-return to the All Japan Rent-A-Car Association and take measures such as registering in the system of All Japan Rent-A-Car Association system.
2. In case of non-return of the Rental Vehicle as provided in Article 23.1, the Company shall take all necessary measures to locate the vehicle, including, without limitation, contacting families and relatives of the Renter or the Driver, as well as people in the offices where the Renter or the Driver work, or operating GPS, etc.
3. If Article 24.1 applies, the Renter or the Driver shall be liable for all the damages incurred by the Company pursuant to Article 29, and additionally shall bear all the expenses the Company may have to incur for the collection of the Rental Vehicle and to search for the Renter or the Driver. In such case, the Company shall not assume responsibility for items left in the Rental Vehicle.
4. If falling under Article 24.1, the Renter or the Driver shall agree in advance that the Company shall salvage the Rental Vehicle without approval from the Renter or the Driver, and the Renter and the Driver shall not make any protest regardless of whether civil, criminal, or on other grounds regarding the salvaging of the Rental Vehicle by the Company. In such case, the Company shall not assume responsibility for items left in the Rental Vehicle.

#### **Chapter 6 - Measures in Case of Breakdowns, Accidents or Theft**

##### **Article 25 Measures in Case of a Breakdown**

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 stop driving and contact the Company and follow instructions given by the Company.

##### **Article 26 Measures in Case of an Accident**

1. If the Rental Vehicle is involved in any accident during the period of use of the Rental Vehicle, the Renter or the Driver shall immediately stop driving and take measures required by laws and regulations regardless of whether the accident is serious or not, as well as the following measures:
  - (1) Immediately inform the Company of the situation surrounding 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 26.1(1), such repairs 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) Obtain consent from the Company in advance of making a settlement or coming to any other agreement with another party involved concerning the accident.
2. In addition to taking measures provided in Article 25.1, the Renter or the Driver shall handle the accident and solve the matter at 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. The Renter and the Driver agree, without objection, that a driver recorder may be fitted to the Rental Vehicle and record the Renter or Driver's driving and that the Company may use such records in the cases prescribed below.
  - (1) When the Company judges it necessary for the Company to be aware of the Renter or the Driver's driving.
  - (2) When conducting marketing analysis to improve customer satisfaction in order to reduce accidents and improve the quality of products and services offered.
  - (3) When required to disclose records in accordance with laws and regulations or a government agency request.

##### **Article 27 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 regarding the damage, etc. and follow 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 damage, and submit without delay the necessary documents, etc.

##### **Article 28 Termination of Rental Agreement due to Non-Usability of Rental Vehicle**

1. If 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 the case of Article 28.1, the Renter or the Driver shall bear the cost of collecting or repairing the Rental Vehicle, and the Company shall not return to the Renter or the Driver the rental charge received. When payment of rental charges is deferred in accordance with special provisions, or if there are unsettled amounts due to extensions, etc. of the rental period, the Renter shall pay such charges; provided, however, that this shall not apply where the Breakdown, etc. is due to grounds prescribed in Articles 28.3 or 28.5.
3. If the Breakdown, etc. is caused by defects in the Rental Vehicle existing prior to being picked-up by 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 for the Substitute Vehicle.
4. If the Renter is not provided with a Substitute Vehicle under Article 28.3, the Company shall return the rental charge received to the Renter in full. The same shall apply if the Company is unable to provide a Substitute Vehicle.
5. If the Breakdown, etc. is due to grounds not attributable to the Renter, the Driver or the Company, the Company shall return the remaining balance of the rental charge received to the Renter 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. If it is not possible to use the Rental Vehicle due to natural disasters or other force majeure during the period of use of the Rental Vehicle, the Rental Agreement shall terminate.
7. When falling under Article 28.6, the Renter shall inform the Company to such effect, and shall pay the Company rental charges corresponding to the period the Renter was able to use the Rental Vehicle; provided, however, excluding cases in which rental charges have already been paid in full.
8. Except for the measures prescribed in this Article 28, the Renter or the Driver shall make no other claims against the Company with respect to damages or losses arising out of the unavailability of the Rental Vehicle.

#### **Chapter 7 - Compensation**

##### **Article 29 Compensation and Business Indemnification**

1. If the Renter or the Driver causes damage to a third party or the Company during the period of use of the Rental Vehicle, the Renter or the Driver shall compensate for such damage including Rental Vehicles that are substitute rentals based on the provisions of Article 35.1; provided, however, that cases arising out of causes attributed to the

Company shall be excluded.

2. Of damage to the Company provided in Article 28.1, the Renter or the Driver shall compensate the Company in accordance with the provisions of the price list 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 due to causes attributable to the Renter or the Driver, and the Renter or the Driver shall pay such amounts.

### Article 30 Insurance and Compensation

1. If the Renter or the Driver is liable for compensation as stipulated in Article 29.1, insurance payments or compensation payments 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 compensation system, not exceeding the following limits:

(1) Third-party damage:	per person	Unlimited (including automobile liability)
(2) Property Damage:	per accident	Unlimited (waiver: 50,000 JPY)
(3) Vehicle Damage:	per accident	Actual value; waiver: 50,000 JPY (all J, HJ, EJ class, all W, HW class, all V class, T1-T3 class) waiver: 100,000 JPY (T4 class or higher, A class, all M class) Up to: 30,000,000 JPY (up to number of seats)

(4) Personal Injury: per person

When applying personal injury compensation, the police must be notified of injury accidents and regular treatment must be received from a physician.

Other matters shall be pursuant to Company insurance damage insurance provisions.

2. The insurance payment or indemnification payment prescribed in Article 30.1 shall not be paid if any of the exemption clauses in the liability insurance or indemnification policy are applicable.
3. 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 30.1 (compensation calculated by an insurance company based on insurance policy); provided, however, that for damages caused by a disaster which has been designated as a Disaster of Extreme Severity pursuant to Article 2 of the Act on Special Financial Support to Deal with the Designated Disaster of Extreme Severity (Act No. 150 of 1962) (hereinafter referred to as "Disaster of Extreme Severity"), if such damages are related to a Rental Vehicle which is demolished, destroyed or otherwise incurs damage within the area designated as a Disaster of Extreme Severity, the Renter or the Driver shall not be required to indemnify for such damage unless there is willful intent or gross negligence on the part of the Renter or the Driver with respect to such damage.
4. If the Company has paid for damage to be borne by the Renter or the Driver, the Renter or the Driver shall immediately repay such amount to the Company.
5. Amounts equivalent to liability insurance contract insurance payments prescribed in Article 30.1 and amounts equivalent to enrollment fees for compensation systems prescribed by the Company are included in rental charges.
6. Damage insurance and compensation systems shall not apply to damages from accidents not notified to the police or the Company's offices, accidents corresponding to damage insurance policy exemption clauses, accidents corresponding to Article 9.1.1 to Article 9.1.5, Article 9.2.1 or Article 17.1 to Article 17.12, and accidents that occur after such extension when the rental period has been extended without permission.

## Chapter 8 - Termination of Rental Agreement

### Article 31 Termination of Rental Agreement

If the Renter or the Driver, during the period of use of the Rental Vehicle, falls under any of the following items, the Company may terminate the Rental Agreement without any notification or reminder whatsoever and immediately demand that the Renter return the Rental Vehicle. In such case, the Company shall not return the rental charge received to the Renter; provided, however, that when payment of rental charges is deferred in accordance with special provisions, or if there are unsettled amounts due to extensions, etc. of the rental period, the Renter shall pay such charges.

- (1) When these Terms and Conditions have been violated.
- (2) When traffic accidents have occurred due to grounds attributable to the Renter or Driver, or when the Rental Vehicle is damaged or has malfunctioned.
- (3) When falling under any of the items provided for in Article 9.1.

### Article 32 Agreed Cancellation

1. The Renter may, even during the period of use of the Rental Vehicle, cancel this Rental Agreement by obtaining consent from the Company, returning the Rental Vehicle and paying cancellation fees prescribed in the Article 32.2. In such case, the Company shall return to the Renter the balance of the received rental charge after deducting the rental charge corresponding to the period from the commencement of rental to the return.
2. In the event of cancellation provided for in Article 32.1, the Renter shall pay the cancellation charges set forth below.  
Cancellation charge = (rental charge for the rental period) - (rental charge from delivery up until cancellation) x 50%

## Chapter 9 - Personal Information

### Article 33 Purpose of Use of Personal Information

1. The Company obtains and uses the Renter's or the Driver's personal information for the following purposes.
  - (1) For the purpose of performing legally required matters as conditions for business permits, including, without limitation 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 Transportation Act.
  - (2) For the purpose of introducing rental cars, used cars and other products offered by the Company, providing related services, etc., and notifying of the holding of various events and campaigns, etc. through methods such as sending promotional materials or emails, etc. to the Renter or the Driver.
  - (3) For the purpose of verifying the identity or screening the Renter or the Driver at the time of execution of the Rental Agreement.
  - (4) For the purpose of conducting questionnaires via post, telephone, or email, etc. to investigate measures to develop products and improve customer satisfaction.
  - (5) For the purpose of statistically collecting and analyzing personal information and preparing statistics processed in a form in which it is not possible to recognize or identify an individual.
  - (6) For the purpose of providing the following personal information to group companies and affiliated companies in writing or electronic media; provided, however, that provision to third parties shall be suspended following a request for the individual concerned.  
Information provided: address, name, date of birth, telephone number, and information relating to transactions with customers
2. The Company shall specify the specific purposes in advance if the Company intends to obtain personal information from the Renter or the Driver for any purpose not stated in any of the items in Article 33.1.

### Article 34 Consent to Registration and Use of Personal Information

1. If the Renter or the Driver falls under any of the following items, the Renter or the Driver shall consent to their personal information, including, without limitation their name, date of birth, and driver's license number being registered in the All Japan Rent-A-Car system for a period not exceeding seven years, and to such information being used for screening purposes when the All Japan Rent-A-Car Association, the respective local Rent-A-Car Associations and the respective member vehicle renting companies of such Associations execute Rental Agreements.
  - (1) If the Company is ordered to pay a violation fine for illegal parking pursuant to Article 51.4(1) of the Road Traffic Act.
  - (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 determined that a non-return provided for in Article 24.1 has occurred.

## Chapter 10 - Miscellaneous Provisions

### Article 35 Substitute Rental

1. If it is not possible to lend a vehicle class, vehicle model or type of Rental Vehicle as requested by the applicant (including cases where a Rental Vehicle is not located at the office that received the application), notwithstanding the provisions of Article 8.1, only after confirming the following matters with the applicant and obtaining consent, shall it be possible to provide a Rental Vehicle from another Rental Vehicle company and deliver it to the applicant. (This is referred to as "Substitute Rental".)
  - (1) In the event of trouble such as an accident, or Breakdown, etc., the Company's Terms and Conditions shall apply when handling in accordance with the Company's Terms and Conditions is more beneficial to users than applying the terms and conditions of the company that provided the Rental Vehicle.
  - (2) The rental certificate shall be a special format in accordance with the prescribed in Article 35.3.
  - (3) The Rental Terms and Conditions of the company that provided the Rental Vehicle shall be attached.
2. In the event of Substitute Rental, the Terms and Conditions of the company that provided the Rental Vehicle shall apply.
3. The rental certificate prescribed in the Basic Instructions when Substitute Renting, shall be in a format prescribed by the company that provided the Rental Vehicle or shall be a rental certificate in a special Substitute Rental format separately prescribed by the Company.
4. When malfunctions or other trouble occurs to vehicles that have been rented in the event of a Substitute Rental, the Company shall cooperate with procedures such as repairs conducted by the company that provided the vehicle and other measures to ensure the Renter or the Driver's convenience in the same way as if the Rental Vehicle is a vehicle rented by the Company.

### Article 36 Offsetting

In the event that the Company has any monetary obligations to the Renter or the Driver under these Terms and Conditions, the Company may at any time offset such monetary obligations against the monetary obligation which the Renter or the Driver has to the Company.

### Article 37 Consumption Tax and Local Consumption Tax

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

### Article 38 Default Charges

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

### Article 39 Detailed Regulations

1. The Company may separately prescribe detailed regulations relating to these Terms and Conditions, and such detailed regulations shall have the same effect as these Terms and Conditions.
2. If the Company separately prescribes detailed regulations, the Company shall display such detailed regulations at its offices and include them in brochures issued by the Company and price lists, etc. The same shall apply to any change to the detailed regulations.

### Article 40 Priority to Japanese Versions of these Terms and Conditions

In the event of any discrepancy between the details or terminology used in the Japanese version and the English version of these Terms and Conditions, the Japanese version shall be the official version and shall prevail.

### Article 41 Agreed Court with Jurisdiction

Should any dispute arise with regard to the rights and obligations under these Terms and Conditions, the agreed court with jurisdiction shall be the District Court or the Summary Court with jurisdiction over the main office, branch office or any business office of the Company, regardless of the amount being claimed.

### Supplementary Provisions

These Terms and Conditions shall be effective from July 1, 2017.