

Rental Terms and Conditions

~CHAPTER 1 GENERAL PROVISIONS~

ARTICLE 1: Application of the Terms and Conditions

1. Under the Terms and Conditions for Rental provided hereunder, KukuRu Rent-A-Car (hereinafter referred to as “KukuRu”) shall rent out a motor vehicle (hereinafter referred to as “Rental Vehicle”) to a customer (including fellow passenger) who desires to rent from KukuRu (hereinafter referred to as “Renter”). Moreover, matters not provided in the Terms and Conditions shall be governed in accordance with laws or general customs of Japan.

2. KukuRu may enter into any special contract, provided that it is not contrary to the purport of the Terms and Conditions, the laws, the administrative notices and general customs. Provided that the special contract is entered into, such special contract shall prevail over the Terms and Conditions.

~CHAPTER 2 RENTAL CONTRACT~

ARTICLE 2: Reservations

1. Provided that the Renter agrees to the Terms and Conditions, the Renter can make reservations, specifying in advance the class of the Rental Vehicle, the date and time of commencement of rental, the renting and return location, the rental period, the driver and any other conditions (hereinafter referred to as “Rental Conditions”). KukuRu shall comply with the reservations provided that suitable Rental Vehicle is available for rent.

2. The reservation is entered into with the Renter submitting a separately stipulated reservation deposit.

3. In the case the Renter fails to complete required rental procedures (hereinafter referred to as “Rental Agreement”) within one hour of the scheduled rental commencement time, the reservation shall be deemed cancelled.

4. If the Renter desires to change any of the Rental Conditions as described under ARTICLE 2-1, the Renter shall obtain the consent of KukuRu in advance.

ARTICLE 3: Execution of the Rental Agreement

1. Kukuuru and the Renter shall execute the Rental Agreement unless there is no available Rental Vehicle or the Renter comes under any of the provisions set forth in ARTICLE 9.
2. The Rental Agreement shall be entered into by specifying the Rental Conditions described under ARTICLE 2-1.
3. Upon execution of the Rental Agreement, the Renter shall pay the rental charge set forth separately.

ARTICLE 4: Formation of the Rental Agreement, etc.

1. The Rental Agreement shall come into effect when the Renter pays the rental charge to Kukuuru and Kukuuru delivers the Rental Vehicle to the Renter. In this case, the reservation deposit received shall be allotted as part of the rental charge.
2. Kukuuru may offer to rent a vehicle in a different class (hereinafter referred to as "Substitute"), in case it is unable to rent a vehicle of the same class that the Renter has reserved, due to accidents, thefts, or other reasons beyond Kukuuru's control.
3. Kukuuru shall rent the Substitute under the same Rental Conditions and fee structure as the previously reserved vehicle, unless the rental fee of the Substitute is lower than the previously reserved vehicle. In this situation, the Renter shall pay the lower of the fees.
4. The Renter may refuse to receive the Substitute offered which differs from the vehicle reserved described under ARTICLE 4-2 and may cancel the reservation.

ARTICLE 5: Termination of the Rental Agreement

1. In the case the Renter comes under any of the provisions set forth below, the Rental Agreement shall be cancelled without any notifications or demands, and Kukuuru shall request the Renter to return the Rental Vehicle immediately. Moreover, the rental fee received according to ARTICLE 4 shall not be returned.
 - (I) When the Renter violate the Terms and Conditions
 - (II) When a car accident which reasons attribute to the Renter occurs

(III) When the Renter comes under any of the provisions set forth in ARTICLE 9

2. The Renter may cancel the Rental Agreement in the case the Rental Vehicle becomes unavailable due to the fault before rented, except being taken measure described under ARTICLE 22-3.

ARTICLE 6: Midterm Termination of the Rental Agreement due to the reason beyond control

1. If the Rental Vehicle becomes unavailable due to disasters or any other reasons beyond control during the contract period, the Rental Agreement shall be terminated.

2. It is necessary that the Renter inform Kukuru that coming under the situation referred in the preceding paragraph.

ARTICLE 7: Midterm Termination

1. The Renter may terminate the Rental Agreement during the contract period, upon obtaining the consent of Kukuru and also upon payment of a termination charge as described under ARTICLE 25.

2. If the vehicle becomes involved in an accident or becomes unavailable due to fault of the Renter, the Rental Agreement shall be terminated.

3. When the Renter terminates the Rental Agreement during the rental period as set forth in the preceding paragraph, the rental fee received according to ARTICLE 4 shall not be returned.

ARTICLE 8: Changes in Rental Conditions

1. When wishing to change the Rental Conditions set forth in ARTICLE 3-1 after the execution of the Rental Agreement, the Renter shall obtain the consent of Kukuru in advance.

2. Kukuru may not consent to the changes in Rental Conditions set forth in the preceding paragraph if such changes interfere with Kukuru's rental operations.

ARTICLE 9: Refusal to Execute the Rental Agreement

1. In the event that the Renter/Driver comes under any of the provisions set forth below, the Rental Agreement shall not be executed.

(I) When the Renter/Driver fail to provide a valid driver's license and/ or International Drivers Permit (if necessary).

(II) When the Renter/Driver is under the influence of alcohol.

(III) When the Renter/Driver appears to be under the influence of narcotics, or stimulant drugs, etc.

(IV) When the other person, different from the Driver designated at the time of reservation, tries to drive the Rental Vehicle.

(V) When the Renter/Driver has a bad credit history.

(VI) When the Renter/Driver meets any of the conditions as separately prescribed in ARTICLE 17.

~CHAPTER 3 RENTAL VEHICLES~

ARTICLE 10: The Date and Time

1. Kuku shall rent the Rental Vehicle set forth in ARTICLE 14 according to the date and time of commencement and renting location prescribed in ARTICLE 3-2.

ARTICLE 11: The Way of Renting, etc.

1. Kuku shall rent the Rental Vehicle after conducting necessary periodic and daily inspection and maintenance as stipulated in ARTICLE 48 and 47.2 respectively of the Road Transport Vehicle Law. The Renter/Driver shall confirm that the Rental Vehicle has been duly inspected and maintained and ensure that the Rental Vehicle is free from defects by inspection of the exterior and the accessories of the Rental Vehicle, and also that the Rental Vehicle meets the Renting Conditions.

2. In the event that any defects are detected in the Rental Vehicle upon the checkup under Article 11.1, Kuku shall immediately perform necessary repairs and maintenance or rent the Substitute.

3. At the time of delivery of the Rental Vehicle, Kuku shall issue to the Renter/Driver a designated certificate of rental vehicle (hereinafter referred to as "Rental Vehicle

Certificate") stating items set forth by the Director-General of the District Transport Bureau and Land Transport Office Work Director of Okinawa General Bureau, Cabinet Office.

~CHAPTER 4 RENTAL CHARGE~

ARTICLE 12: Rental Charge

1. The Rental Charge set forth in ARTICLE 4 shall be in accordance with the Kuku published rental rates, as filed with the Director-General of the District Transport Bureau and Land Transport Office Work Director of Okinawa General Bureau, Cabinet Office.
2. The Rental Charge shall be the total of the basic Rental Charge, and extra charges as applicable.

ARTICLE 13: Measures Accordance with the Change of the Rental Charge

1. When the Rental Charge is changed after a reservation has been made in accordance with ARTICLE 2, the charge shall be based on the charge applied at the time of reservation regardless of the provisions set forth in ARTICLE 12-1.

~CHAPTER 5 Responsibilities~

ARTICLE 14: Periodic Inspections and Maintenance

1. Kuku shall rent the Rental Vehicle after conducting necessary periodic and daily inspection and maintenance as stipulated in Article 48 of the Road Transport Vehicle Law.

ARTICLE 15: Inspection before Driving

1. The Renter/Driver shall conduct necessary daily inspection and maintenance of the Rental Vehicle before use as set forth in Article 47.2 of the Road Transport Vehicle Law.

ARTICLE 16: Managerial Responsibilities

1. The Renter and/or the Driver shall maintain and operate the Rental Vehicle in a responsible manner, and return the vehicle at the end of the rental term in the same condition as rented.

ARTICLE 17: Prohibited Acts

1. The Renter/Driver shall be prohibited from any of the following acts during the rental period.

(I) Using the Rental Vehicle for automobile transportation business or similar purposes without obtaining the approval of Kuku or permission, etc. under the Road Transport Law.

(II) Subleasing the Rental Vehicle or to deposit it for security or any other act which would infringe on the rights reserved by Kuku.

(III) Altering the Rental Vehicle by modification or defacement of registration number plates, or any other modification of the Rental Vehicle

(IV) Using the Rental Vehicle for any kind of test or competition, or for towing or pushing any other vehicle, without obtaining the approval of Kuku.

(V) Using the Rental Vehicle in violation of laws, ordinances or public order and morality.

(VI) Subscribing to damage insurance for the Rental Vehicle without obtaining the consent of Kuku.

ARTICLE 18: Carrying of the Rental Vehicle Certificate

1. The Renter/Driver shall carry the Rental Vehicle Certificate issued in accordance with ARTICLE 11-3 during the period of use of the Rental Vehicle.

2. The Renter/Driver shall immediately notify Kuku if the Renter/Driver loses the Rental Vehicle Certificate.

ARTICLE 19: Indemnity Liability

1. In the event that the Rental Vehicle is involved in an accident for which the Renter/Driver is responsible and is damaged, the Renter shall pay the compensation for the damage by the accident, and the charge is described in the list set forth separately.
2. If the Renter/Driver causes damage to a third party or Kukurū during use of the Rental Vehicle, the Renter/Driver is responsible for compensation for the damage. However, if the reason of the damage is not attributable to the Renter/Driver, the compensation shall not be applied.

~CHAPTER 6 MEASURES IN CASE OF AN ACCIDENT, ETC.~

ARTICLE 20: Measures in Case of an Accident

1. When the Rental Vehicle is involved in an accident during use, the Renter or the Driver shall stop driving immediately and take measures requested by law as well as the actions set forth below regardless of whether the accident is serious or not.
 - (I) Reporting to Kukurū on the situation of the accident immediately.
 - (II) The Renter or Driver will submit, without delay, any documents or proof required by Kukurū insurers.
 - (III) Obtaining the consent of Kukurū in advance of making a settlement or coming to any other agreement with the third parties.
 - (IV) Repairing is to be addressed at Kukurū facilities, unless other arrangements are made by Kukurū.
2. Besides taking the measures set forth in the preceding paragraph, the Renter or the Driver shall take own responsibility for a resolution.
3. Both the Renter or Driver and Kukurū shall cooperate to resolve the breakdown incident.

ARTICLE 21: Insurance and Compensation

1. In the event that the Renter/Driver is liable for the indemnity as set forth in ARTICLE 19-2, compensation within the following limits shall be paid in accordance with the nonlife insurance contract entered by Kukurū with regard to the Rental Vehicle or the compensation system determined by Kukurū.
 - (I) Third Party Damage Compensation: Limit per Person- Unlimited (including automobile liability insurance)

(II) Property Damage Compensation: Limit per Accident- 5 million yen (Deductible: 50,000 yen)

(III) Vehicle Damage Compensation: Limit per Accident- Current market value

(IV) Driver and Passenger Injury Compensation: Limit per Person- 10 million yen

2. The Renter shall be responsible for the damages that exceeding the compensation limits provided above.

3. If Kukuru has paid damages for which the Renter/Driver is responsible, the Renter/Driver shall reimburse promptly Kukuru for the amount paid by Kukuru.

ARTICLE 22: Measures in Breakdowns, etc.

1. If the Renter/Driver detects any abnormality or breakdown of the Rental Vehicle during use, the Renter/Driver shall immediately stop driving, contact Kukuru, and follow all instructions.

2. The Renter/Driver shall pay the charge for towage and repairing if the abnormality or breakdown is caused by intention or negligence of the Renter/Driver.

3. If the Rental Vehicle becomes unavailable due to the fault before rented, the Renter/Driver may be offered the Substitute or equivalent measures.

4. The Renter may not demand Kukuru the damages that is caused by the Rental Vehicle being unavailable, except for the measures described in ARTICLE 22-3.

ARTICLE 23: Discharge Caused by the Reasons beyond Control

1. In the event that the Rental Vehicle is not able to be returned during rental period due to disasters or any other reasons beyond control, Kukuru shall not demand for the damages against the Renter/Driver. In this situation, the Renter/Driver shall immediately contact Kukuru and follow all instructions.

2. In the event that the Rental Vehicle or the Substitute is not able to be offered due to disasters or any other reasons beyond control, the Renter/Driver shall not demand for the damages against Kukuru. In this situation, Kukuru shall immediately contact the Renter/Driver.

~CHAPTER 7 CANCELLATION and REFUND, ETC.~

ARTICLE 24: Cancellation of the Reservation, etc.

1. In the event that the Renter cancels the reservation or fails to execute the Rental Agreement for personal reason despite making the reservation described under ARTICLE 2, the Renter shall pay a penalty set forth separately. If this penalty is paid, Kukuru shall refund the reservation deposit.
2. In the event that Kukuru cancel the reservation or fail to execute the Rental Agreement due to circumstances of Kukuru despite receiving the reservation described under ARTICLE 2, Kukuru shall refund the reservation deposit and pay a penalty set forth separately.
3. In the event that the Rental Agreement is not executed for the any reason other than ARTICLE 24-2, the reservation shall be deemed canceled. In such situation, Kukuru shall refund the reservation deposit.
4. Kukuru and the Renter shall not make any request to each other for failure to enter into the Rental Contract except as provided in ARTICLE 24-3.

ARTICLE 25: Cancellation Fee for Midterm Termination

1. When the Renter terminates the Rental Agreement during the rental period as set forth in ARTICLE 7-1, the Renter shall pay the rental charge corresponding to the period until the termination and the following termination charge which is calculated as follows: Termination Charge = 50% of the pro-rated Rental Charges remaining

ARTICLE 26: Refund of the Rental Charge

1. Kukuru shall refund all or part of the rental charge received from the Renter in accordance with the following paragraphs if falling under each of them.
(I) Full amount of charges: when the Renter cancel the Rental Contract under ARTICLE

(II) Pro-rated Rental Charges remaining: when the Rental Contract is terminated under ARTICLE 6-1

(III) Pro-rated Rental Charges remaining: when the Renter terminate the Rental Contract during the rental period

2. Upon the refund set forth in the preceding paragraph, the cancellation charge and any other money to be received may be offset against it.

~CHAPTER 8 RETURN~

ARTICLE 27: Checks at Time of Return

1. The Renter/Driver shall return the Rental Vehicle in the same condition as confirmed at the commencement of rental, except for ordinary wear and tear arising from normal use.

2. Kukurū shall inspect the Rental Vehicle upon return and make an assessment of the condition of the Rental Vehicle.

3. At the time of return of the Rental Vehicle, Kukurū shall confirm that no articles belonging to the Renter/Driver or passengers have been left behind. Kukurū shall bear no responsibility for the storage of such articles after the return of the Rental Vehicle

ARTICLE 28: Period of Return

1. The Renter/Driver shall return to Kukurū the Rental Vehicle before the termination of the rental period.

2. When the Renter changes the rental period under ARTICLE 8-1, the Renter shall pay either the rental charge corresponding to the new rental period or the previous rental charge or the overage charge, whichever is lower.

3. In the event that the Renter returns the Rental Vehicle after the expiration of the rental period without the consent of Kukurū under ARTICLE 8-1, the Renter shall pay a penalty determined as follows: $\text{Penalty} = \text{excess charge corresponding to time overdue} \times 300\%$

ARTICLE 29: Location for Return, etc.

1. The Renter/Driver shall return the Rental Vehicle to the designated return location specified under ARTICLE 3-2. However, if the designated return location has been

changed in accordance with ARTICLE 8-1, the Renter/Driver shall return the Rental Vehicle to the alternative location.

2. If the vehicle is returned to an alternative location, unless other arrangements are authorized by Kukuru, the Renter/Driver shall be subject to charges arising from relocation of the Rental Vehicle to the Kukuru's designated garage.

3. In the event that the Renter/Driver returns the Rental Vehicle to any place other than the specified returning place without the consent of Kukuru under ARTICLE 8-1, the Renter/Driver shall pay a penalty as follows: Penalty = Expenses incurred for returning the Rental Vehicle to Kukuru x 300%

ARTICLE 30: Measures in Case of Non-Return

1. In the event that the Renter/Driver does not return the Rental Vehicle to the specified returning place after 72 hours since the expiration of the rental period, and if the Renter/Driver fails to comply with Kukuru's demand for return, or the whereabouts of the Renter/Driver are not known to Kukuru, or when, due to other circumstances, Kukuru judges that the Rental Vehicle is "non-returned", Kukuru may take all possible legal measures.

~CHAPTER 9 MISCELLANEOUS RULES~

ARTICLE 31: Child Seat

1. The Renter/Driver, in principal, shall install child seat personally. The Renter/Driver shall confirm personal safety, even if the attendant helps installing child seat. In addition, Kukuru shall not bear responsibility for the injury caused by the inadequate treatment or control.

2. The Renter/Driver may be charged for the breakage or loss of the child seat if it is arisen personally.

ARTICLE 32: Consumption Tax

1. The Renter shall pay consumption tax imposed on monetary obligation under the Terms and Conditions to Kukuru.

ARTICLE 33: Delinquency Charges

1. The Renter shall pay the delinquency charge which is at the rate of 36.5 % interest per annum to Kukuru in the event that the Renter/Driver fails to fulfill any monetary obligations under the Terms and Conditions.

ARTICLE 34: Subsidiary Rules

1. Kukuru may stipulate subsidiary rules on the Terms and Conditions separately. Such subsidiary rules shall have the same effect as the Terms and Conditions.

2. When Kukuru prescribes subsidiary rules separately, Kukuru shall post them on notice boards in its rental office and make them public in published literature. Changes to the subsidiary rules shall apply accordingly.

ARTICLE 35: Competent Court

1. Should disputes arise with regard to the rights and obligations on the General Conditions, the competent court shall be the Summary Court having territorial jurisdiction over the main office, branch office or any business office of Kukuru.

~CHAPTER 10 PERSONAL INFORMATION~

ARTICLE 36: Purpose of Use of Personal Information

1. Kukuru may use all of the Renter/Driver's personal information for the purposes listed below.

(I) For the purpose of filing legally required documentation, including but not limited to, preparing the Rental Vehicle Certificate.

(II) For the purpose of reserving a rental vehicle or other related services to the Renter.

(III) For the purposes of informing the Renter/Driver of rental vehicles, used vehicles or other related products, and services as well as sales promotional plans, events and campaigns, via direct mail, e-mail or other means of communication.

(IV) For the purpose of identifying or screening the Renter/Driver.

(V) For the purposes of marketing analysis via direct mail, telephone, and e-mail, etc. in order to offer the customer better product and services.

(IV) For the purposes of collecting and analyzing personal information statistically, and to produce statistics processed into a form that cannot identify or identify individuals

(VII) For the purposes of providing the following personal information to Group companies and Kukururu's partner companies in writing or electronically. However, the provision to a third party shall be suspended at the request of the Renter concerned. Items to be provided: Address, name, date of birth, telephone number, and information about transactions with the customer

2. If the personal information of the Renter/Driver is acquired for a purpose not provided in ARTICLE 36-1, the purpose of use shall be clearly indicated in advance.

ARTICLE 37: Registration of Personal Information and Consent

1. In the event that the Renter/Driver falls under either ARTICLE 18-6 or ARTICLE 24-1, the Renter/Driver shall consent to register the personal information including the name, address, etc. of the Renter/Driver with the Japan Rental Car Association for a period not exceeding seven years and that the information will be used by the Japan Rental Car Association, its member Prefectural Rental Car Association, and its member companies.

Supplementary Provisions

These Terms and Conditions will come into effect as of May 1, 2000

NOTICE

1. This certificate is valid only for the registered person and the vehicle.
2. Carry this card with you whenever you are driving and show it at the request of police officers and staff of the Land Transport Division and the Land Transport Office.
3. In the event of loss of this Certificate, Kukururu should be promptly notified.
4. This Certificate shall be returned promptly after the expiration of the term or upon completion of the use of the vehicle.