

Terms and Conditions for Rental

Chapter 1 General Provisions

Article 1 Applicability of Terms and Conditions

1. We shall rent a vehicle (hereinafter referred to as "rental car") to a renter in accordance with the provisions of this terms and conditions. Matters not prescribed in this terms and conditions shall be handled in accordance with laws and regulations or general customs.
2. We may accept a special contract, provided that they do not infringe upon the agreement or administrative rulings or general custom. In that case, the special contract shall prevail over this terms and conditions.

Chapter 2 Reservations

Article 2 Reservation Request

1. For renting a rental car, the renter may make a reservation specifying the class of vehicle types, the rental starting date, the rental location, the rental period, the return location, the driver, a child safety seat and other accessories requests, and other rental conditions (hereinafter referred to as "rental conditions") in advance after agreeing to this terms and conditions as well as our price list and other terms.
2. Upon receiving a reservation request from the renter, we shall accept the reservation within the range of the rental cars we own. The renter shall pay us the reservation deposit specified by us unless we agree on a special case.

Article 3 Reservation Change

If the renter wants to change any of the rental conditions in the Article 2.1, the renter must obtain our approval.

Article 4 Reservation Cancel

1. The renter or we may cancel a reservation following our prescribed procedure.
2. If the car rental agreement (hereinafter referred to as "Rental Agreement") is not signed within one hour after the rental starting time due to the circumstances caused by the renter, the reservation shall be deemed to be cancelled.

3. In the case of the Article 4.2 above, the renter shall pay us the prescribed reservation cancellation fee. We shall refund the reservation deposit received to the renter when this reservation cancellation fee has been paid.
4. If the reservation is cancelled or the Rental Agreement is not signed due to the circumstances caused by us, we shall refund the reservation deposit received and shall pay the prescribed penalty to the renter.
5. If the Rental Agreement is not signed due to reasons caused by neither the renter nor us such as an accident, theft, non-return, recall, natural disaster, etc., the reservation shall be deemed to be cancelled. In this case, we refund the reservation deposit received.
6. For the web reservation, if our reservation confirmation email cannot be sent to the email address submitted by the renter or we cannot reach the renter by phone, we may consider the reservation to be invalid.

Article 5 Substitute Rental Car

1. If we cannot provide a rental car that meets the conditions requested by the renter such as the class of the vehicle types, accessories, smoking or non-smoking preference, etc. (hereinafter referred to as "conditions"), we may propose an alternative rental car (hereinafter referred to as "substitute rental car") to the renter.
2. If the renter accepts the offer in the previous clause, we shall lend a substitute rental car under the same rental conditions as the reservation request except those conditions that could not be met. In such a case, the renter shall pay the lower rate if the rental rate for the class of the substitute rental car is lower than that of the requested rental car.
3. If the renter refuses the offer of the substitute rental car as set forth in the Article 5.1, the renter may cancel the reservation.
4. In the case of the previous clause, if the car rental is not possible due to the circumstances caused by us, the reservation is deemed to be canceled, and we shall follow the Article 4.4 reservation cancel clause: We shall refund the reservation deposit received and pay the prescribed penalty to the renter.
5. In the case of the Article 5.3, if the car rental is not possible due to the circumstances not caused by use, the reservation is deemed to be canceled, and we shall follow the Article 4.5 reservation cancel clause: We refund the reservation deposit received.

Article 6 Indemnity

Except for the cases described in the Articles 4 and 5, the renter or we shall make no claims whatsoever to each other regarding the reservation cancel and the unsigned agreement.

Article 7 Reservation Agent

1. The renter may make a reservation at the travel agents or other business partners (hereinafter referred to as "agents") that take reservations on our behalf.
2. The renter who made a reservation through the agent may change or cancel such reservations only through the same agent. The reservation change must be approved by us through the agent.

Chapter 3 Rental Agreement

Article 8 Entering a Rental Agreement

1. While the renter shall present the renting conditions as set forth in the Article 2.1, we shall present the rental conditions as set forth in this terms and conditions and the price list. Exceptions are the followings: There is no car available for rent, or the renter or the driver is in the conditions that are specified in the Article 9.1 and 9.2 (all items).
2. Once the Rental Agreement is entered, the renter shall pay us the rental fee prescribed in the Article 11.1. If the renter wants to use a discount coupon issued by agents, the renter must present it upon entering the Rental Agreement.
3. Following the Basic Instructions issued by the government agency (note 1), we shall request the renter to present the driver's license (note 2) of the driver designated by the renter (hereinafter referred to as "the driver"), and to submit a photocopy of the license in order to record the full name, address, the category and the number of the driver's license, and to attach a copy of the driver's license in the rental register (original rental slip) and the rental certificate as prescribed in the Article 14.1. If the renter himself or herself is the driver, the renter shall present his/her own driver's license and submit a photocopy of the license. If the renter himself/herself is not the driver, the driver shall present his/her driver's license and submit a photocopy of the license.

note 1 The Basic Instructions issued by the governing agency refers to Article 2(10) and 2(11) of "The Basic Instruction concerning Rental Vehicles" issued by the Director of the

Automobile Traffic Bureau, the Ministry of Land, Infrastructure and Transport on June 13, 1995 as Ji-Ryo No.138.

note 2 The driver's license means a driver's license as stipulated by Form 14 of Article 19 of Execution Rules for the Road Traffic Law which is issued in accordance with Article 92 of the Road Traffic Law. Additionally, international driver's license or foreign driver's license as stipulated in the Article 107.2 of the Road Traffic Law, shall apply mutatis mutandis to the driver's license.

4. We, at the time of entering the Rental Agreement, may ask the renter and/or the driver to present us other documents for identification in addition to the driver's license thereof, and we may make photocopies of such documents thereof.
5. We, at the time of entering the Rental Agreement, may ask the renter and/or the driver to report his/her mobile phone number or other means of contact so as to communicate with the renter or the driver during the rental period.
6. We, at the time of entering the Rental Agreement, may require payment by credit or cash, or otherwise designate other methods of payment, and the renter and/or the driver shall follow our request.

Article 9 Refusal to Enter the Rental Agreement

1. If the renter or the driver comes under any of the provisions set forth below, the Rental Agreement shall not be executed.
 1. If he/she does not possess a driver's license
 2. If he/she is considered to be under the influence of alcohol
 3. If he/she is considered to show symptoms of being under the influence of narcotic drugs, stimulant drugs, thinner, etc.
 4. If he/she has a child in the car without a child safety seat
 5. If he/she is considered to be a member of a designated violence group or organization related to such a group, or is deemed to belong to some other anti-social organization
2. We may refuse to enter the Rental Agreement or cancel a reservation if any of the following cases apply to the renter or the driver.
 1. When a third party other than the driver, designated at the time of reservation tries to drive the rental car.
 2. When the renter or the driver let the rental charge fall into arrears in the past.

3. When the renter or the driver acted in contravention of Article 17 in the past.
 4. When the renter or the driver acted in contravention of Article 18.6 or Article 23.1 in the past including for car rentals from other companies.
 5. When the renter or the driver had automobile insurance coverage refused due to the violation of the terms and conditions for rental or the insurance provisions.
 6. When the renter or the driver does not meet all our prescribed conditions.
 7. When we find any ground inappropriate to execute the Rental Agreement with the renter or the driver.
3. In the case of the Article 9.2, and the reservation has already been made, we handle the situation as the cancel reservation case due to the circumstances caused by the renter. The renter shall pay us the prescribed reservation cancellation fee immediately. We shall refund the reservation deposit received to the renter when this reservation cancellation fee has been paid.

Article 10 Completion of the Rental Agreement

1. The Rental Agreement shall come into effect when the renter pays the rental charge to us and we deliver the rental car to the renter or the driver. In this case, the reservation deposit received shall be allotted as part of the rental charge.
2. The delivery as described above shall take place at the rental starting date and time at the rental location as specified in Article 2.1.

Article 11 Rental Charge

1. The rental charge means the total amount of the following. We shall specify the rental charge in detail as well as the basis for calculation in the price list.
 1. Basic charge
 2. Deductible compensation charge
 3. Optional equipment charge (Accessories)
 4. Drop-off charge
 5. Fuel or electricity charge
 6. Vehicle delivery and pick up charge
 7. Other charges
2. The basic rental charge shall be in accordance with the price of which we have submitted to the Director of the Land Transport Office of District Bureau of Transport (the Director of Hyogo Land Transport of the Comptroller Division of Kobe Transport in Hyogo and the Director of the Land Transport Office of the

Okinawa General Affairs Bureau in Okinawa, which shall be also applicable to the Article 14.1 hereunder), and which is implemented at the time of rental.

3. When the rental charge is changed after the reservation has been made in accordance with Article 2, the rental charge shall be determined based on the comparison between the rental charge applied at the time of reservation and the rental charge applied at the time of rental and whichever lower shall apply.

Article 12 Change of Rental Conditions

1. When the renter desires to change the rental conditions as set forth in Article 8.1 after entering the Rental Agreement, the renter shall obtain our approval.
2. We may not approve the changes in rental conditions as described under previous article (Article 12.1) if such changes interfere with the our day-to-day renting operations.

Article 13 Inspection and Maintenance of the Rental Car

1. We shall provide all the rental cars after conducting necessary periodic inspection and maintenance as stipulated in the Article 48 of the Road Transport Vehicle Law (Periodic Inspection and Maintenance).
2. We shall conduct necessary inspection and maintenance as stipulated in Article 47.2 of the Road Transport Vehicle Law (Daily Inspection and Maintenance).
3. The renter or the driver shall confirm that the rental car has been duly inspected and maintained under the previous articles (13.1 and 13.2) and ensure that the rental car is free from defects by inspection of the exterior and the accessories of the rental car, and also that the rental car meets the rental conditions.
4. If any defects are detected in the rental car upon the checkup under previous Article (13.3), we shall immediately perform necessary repairs and maintenance.
5. The renter or the driver is responsible for properly setting the child seat or other equipment. We shall not be responsible for such setting.

Article 14 Issuance and Carrying of the Rental Certificate

1. At the time of delivery of the rental car, we shall issue to the renter or the driver a designated rental certificate of the rental car (hereinafter referred to as "Rental Certificate") stating items set forth by the Director-General of the District Transport Bureau.
2. The renter or the driver shall carry the Rental Certificate issued in accordance with Article 14.1 from the time the rental car is received until it is returned to us (hereinafter referred to as "period of use").

3. The renter or the driver shall immediately notify us when the renter or the driver loses the Rental Certificate.
4. The renter or the driver shall return the Rental Certificate to us upon return of the rental car.

Chapter 4 Use of the Rental Car

Article 15 Managerial Responsibilities of the Renter or the Driver

The renter or the driver shall use and care for the rental car as its proper manager, from the time the rental car is received until it is returned to us (hereinafter referred to as "period of use").

Article 16 Daily Inspections and Maintenance

The renter or the driver must perform the daily inspection and maintenance of the rental cars during the period of use as prescribed in Article 47-2 (Daily Inspection and Maintenance) of the Road Transport Vehicle Law.

Article 17 Prohibited Acts

The renter or the driver is prohibited from performing the following acts during the period of use.

1. Using the rental car for a motor freight trucking businesses or other similar purposes without obtaining our consent as required by the Road Transport Law
2. Using the rental car for purposes other than those specified or to let a third party other than the driver specified in Article 8.3.
3. To rent the rental car or to deposit it for security or any other acts which would infringe on our reserved rights.
4. Forging or falsifying the license number plate or fleet number plate of the rental car, or changing the original condition of the rental car by modification or remodels.
5. Using the rental car for any kind of test or competition, or for towing or pushing other vehicles without obtaining our consent.
6. Using the rental car in violation of laws or against public order and standards of decency.
7. Subscribing to damage insurance for the rental car without obtaining our consent.

8. Removing the car navigation system, the audio set, or other equipment and bringing them out of the car. Using tools and parts for vehicles other than the rental car.
9. Allowing a pet or letting the pet out of the cage in the rental car without our consent.
10. Taking the rental car outside of Japan.
11. Acting in violation of the Renting Conditions of Article 8.1.

Article 18 Measures in Case of Illegal Parking

1. When the renter or the driver parks the rental car in violation of the Road Traffic Law during the period of use of the rental car, the renter or the driver shall pay the fines, as well as the towing charges, storage and others in connection with such illegal parking.
2. In the event that police notifies us of the renter's or the driver's illegal parking of the rental car, we shall contact the renter or the driver, instructing the renter or the driver to move the rental car without delay and also to appear at the police station at the expiration of the Rental Agreement or by specific time instructed by us for completion of the legally required procedure. Then the renter or the driver shall comply with such instructions given by us. When police tows the rental car, we may collect the rental car from police on its own judgment.
3. After giving the instructions to the renter or the driver in accordance with the preceding Article, we shall confirm the status of the legally required procedure on the renter or the driver by checking the traffic violation notice, payment notice or the receipt of a penalty or other charges. When the legally required procedure cannot be confirmed, the renter or the driver shall immediately pay the illegal parking fines to us. Furthermore, we shall require the renter or the driver to sign a specific document (hereinafter referred to as "Acknowledgement Letter") to the effect that the renter or the driver admit having illegally parked the rental car, that the renter or the driver shall appear at the police station and that the renter or the driver shall act in compliance with the related laws and regulations. The renter or the driver shall comply accordingly.
4. We shall cooperate with police in pursuit of the responsibility of the renter or the driver in connection with the illegal parking, taking such action as the we see necessary or appropriate. We shall also take necessary legal measures by submitting to Public Safety Commission documents containing personal information, including, but not limited to, a letter of explanation, the Acknowledgement Letter, a copy of the Rental Car Certificate and other

documents as necessary in accordance with Article 51.4.(6) of the Road Traffic Law and reporting to Public Safety Commission factual aspects of the illegal parking. The renter or the driver shall consent to such actions we may take.

5. In the event that we receive an order for payment of a fine for illegal parking in accordance with Article 51.4.(1) of the Road Traffic Law and pays such penalty of the illegal parking on behalf of the renter or driver, or that we pay for the search for the renter or the driver as well as the collection of the rental car, the renter or the driver shall bear the responsibility to compensate to us for the amount of such penalty of the illegal parking and costs. The renter or the driver shall make such payment to us on or before the due date we designate. (hereinafter referred to as "illegal parking-related fines") Illegal Parking related costs are (1) amount equivalent to illegal parking (2) penalty for illegal parking we designate (3) Costs for search, transfer, storage and pick-up.
6. In the event that the renter or the driver pay such penalty of the illegal parking to us based on Paragraph 3 and presents us with the receipt or the statement marked with a receipt stamp or when we have received a refund of illegal parking penalty, we shall return to the renter or the driver such penalty amount (excluding the expense for reimbursement).
7. Either in the event that we receive an order for payment of a violation charge of the illegal parking in accordance with Paragraph 5 or the event that the renter or the driver fails to make such payment to us on or before the due date we have designated, we shall register the renter's or driver's name, date of birth, driver's license number to All Japan Rent-a-car Association or other action we see appropriate.
8. Regarding the case where the renter or driver is required to pay illegal parking-related fines according to Paragraph 1, if the said renter or driver does not meet the demand to agree to our instructions in accordance with Paragraph 2, or sign the Acknowledgement Letter as required by us based on Paragraph 3, we will take measures to charge the penalty for illegal parking (referred to as "illegal parking fine" in next article), defined in Paragraph 5, from the said renter or driver for the illegal parking fine.
9. Notwithstanding the provisions of Paragraph 7, when we receive the fine for illegal parking and the amount of expense stipulated in Paragraph 5.3 in full, we shall not register the renter or the driver to All Japan Rent-a-car Association, or delete the registered data.

10. Regarding the case where the renter or the driver pays us the full amount we have billed in accordance with Paragraph 5, if the renter or the driver pays the said penalty of illegal parking afterwards or is prosecuted and the order of payment of illegal parking fine is cancelled and we receive a refund of illegal parking fine, we shall refund the equivalent amount of illegal parking fines to the renter or the driver (excluding the expense of reimbursement). When we are required to pay the fine for illegal parking based on Paragraph 8, we shall act in the same way.
11. In case of the renter or the driver is reported to All Japan Rent-a-car Association in accordance with Paragraph 7, if the order of the payment for fine of illegal parking is nullified or the total amount we have billed based on Paragraph 5 has been paid, the company shall delete the registered data from All Japan Rent-a-car Association.

Chapter 5 Return of the Rental Car

Article 19 Responsibility for the Return of the Rental Car

1. The renter or the driver shall return to us the rental car at the specified returning place at or before the termination of the rental period.
2. The renter or the driver shall be responsible for all damages done to us when the renter or the driver is in violation of the preceding paragraph.
3. In the event that the renter or the driver fails to return the rental car during the rental period due to a natural disaster or any other force beyond human control, the renter or the driver shall not be liable for the damages arising from such cause. In this case, the renter or the driver shall immediately contact us and follow our instructions.

Article 20 Check of the Rental Car at the Time of Return

1. The renter or the driver shall return the rental car in the same conditions as confirmed at the commencement of rental in the presence of our representative, except for the ordinary wear and tear of the rental car arising from normal use.
2. The renter or the driver, at the time of return of the rental car, shall confirm that no articles belonging to the renter, driver, or passenger(s) have been left behind in the rental car. We shall bear no responsibility for the storage of such articles after the completion of the rental car return.
3. If the renter has any unsettled amount, he/she shall clear the balance by the time of returning the rental car.

4. In addition to the preceding paragraph, if the fuel (gasoline or diesel fuel) is not fully refueled, the renter shall promptly pay the fuel cost calculated from our fuel calculation table based on mileage.

Article 21 Rental Charge for Rental Period Extension

When the renter or the driver change the rental period in accordance with Article 12.1, the renter or the driver shall pay the cheaper charge of either the rental charge corresponding to the total rental period or the original rental charge plus the charge of the extended period.

Article 22 Returning Location of the Rental Car

1. When the renter or the driver changes the returning place in accordance with Article 12.1, the renter or the driver shall bear the expenses required to return the rental car to the garage due to a change of the returning place.
2. In the event that the renter or the driver return the rental car to any place other than the specified returning place without our consent required by Article 12.1, the renter or the driver shall pay the penalty for changing the returning place as follows:

Penalty = Expenses required for returning the rental car to the garage due to the change of the returning place x 300%.

Article 23 Measures in Case the Rental Car Is Unreturned

1. In the event that the renter or the driver does not return the rental car to the specified returning place after the expiration of the rental period and fails to fulfill our requests for a return, or the whereabouts of the renter or the driver is unknown, leading us to mark that the rental car is unreturned, we shall take all possible legal measures, including, but not limited to, filing a criminal lawsuit against the renter or the driver, and registering the report of unreturned transaction to All Japan Rent-a-car Association.
2. When the preceding article applies, we shall take all necessary measures to locate the said rental car and equipment, including but not limited to, contacting families and relatives and the office of the renter or the driver as well as GPS location system activation.
3. When Paragraph 1 applies, the renter or the driver shall be liable for all the damages done to us as set forth in Article 28 and shall bear all the expenses we have covered for the collection of the rental car and for the search of whereabouts of the renter or the driver.

Chapter 6 Measures in Case of Breakdowns, Accidents, Theft, and Other Causes

Article 24 Measures in Case of Breakdowns

When any abnormality or breakdown is found during the period of use, the renter or the driver shall immediately stop driving and contact us, as well as follow our instructions.

Article 25 Measures in Case of Accidents

1. In case of accidents during the period of use, the renter or the driver shall stop driving, and shall take the measures required by the laws and regulations as well as the following measures regardless of whether the accident is serious or not.
 1. To immediately report to us the circumstances of the accident, and follow our instruction.
 2. In case of repairing the rental car based on the instruction as described above, such repair should be performed by us or at the repair shop designated by us unless we agree otherwise.
 3. To cooperate with us and the insurance company we contract with in doing their research on the accident, and submit the necessary documents without delay.
 4. To obtain our approval in advance of making a settlement or coming to any other agreement with any other party involved concerning the accident.
2. The renter or the driver shall deal with the accident and resolve the matter on his/her own responsibility.
3. We will advise and cooperate in solving the accident for the renter or the driver.

Article 26 Measures in Case of Theft

In the case of theft or other damages during the period of use, the renter or the driver shall take the following measures.

1. To immediately report to the nearest police.
2. To immediately notify us of the situation and follow our instructions.
3. To cooperate with us and the insurance company we contract with in doing their research on theft or other damages, and submit the necessary documents without delay.

Article 27 Termination of the Rental Agreement due to Non-Usability of the Rental Car

1. If the renter or the driver cannot continue using the rental car due to breakdowns, an accident, theft, or any other cause (hereinafter referred to as "non-usability") during the period of use of the rental car, the Rental Agreement shall terminate.
2. In case of Article 27.1, the renter or the driver shall bear the costs for collection and repair of the rental car and others incidental thereto and we shall not return to the renter or the driver the rental charge received except where the non-usability comes under any of the causes stipulated in Articles 27.3 or 27.5.
3. If the rental car has been defective due to any cause existing prior to its delivery to the renter, the new Rental Agreement shall be deemed to have been executed, provided that the renter may be offered to rent the substitute rental car. Further, Article 5.2 shall apply mutatis mutandis concerning the rental conditions of the substitute rental car.
4. Either in the events that the renter chooses not to accept the substitute rental car under Article 27.3 or that we fail to offer to rent the substitute rental car, we shall refund the renter the rental charge received in full.
5. If the non-usability arises from the causes not attributed to either of the renter, the driver, and us, we shall refund the renter the rental charge received deducting a portion of the rental charge which corresponds to the rental period from the start of rental to the termination of rental.
6. Except for the measures set forth in the Article 27, the renter or the driver shall make no other claims to us with respect to the damage or loss arising out of the non-usability of the rental car.

Chapter 7 Indemnity and Compensation

Article 28 Indemnity to a Third Party and the Company

1. If the renter or the driver causes damage to a third party or us during the period of use of the rental car, the renter or the driver shall be liable for indemnifying such damage except for the damages arising out of causes attributed to us.
2. Among the damages to us as described in the Article 28.1, the renter or the driver shall compensate us, as separately provided in the price list, for the damages resulting from non-usability of the rental car due to the accident, theft, and defacement or odor for which the renter or the driver is responsible.

Article 29 Insurance and Compensation

1. If the renter or the driver is liable as stipulated in Article 28.1, insurance payment or compensation shall be paid in accordance with the liability insurance contract

which we have executed concerning the rental car or our compensation system but not exceeding the following limits:

1. Third Party Liability Coverage: Bodily Injury/Death per Person - Unlimited (Including Automobile Liability Insurance Policy)
 2. Property Damage Liability Coverage: Per Accident - Unlimited (Deductible 50,000 yen)
(Excluding the usage at remote island business partners and other franchisers)
 3. Damage Liability Coverage: Per Accident - Current Value (Deductible 50,000 yen, Deductible 100,000 yen for passenger cars bigger than JE, specialties bigger than JB, Mini-vans, wagons, micro-buses of all classes, trucks bigger than TC, and the custom-designed vehicles of all classes)
 4. Personal Injury Protection Coverage: Per Person - Maximum 30 Million yen
For some service offices (including agencies), passenger damage compensation may apply.
2. Such insurance payment or compensation as set forth under Article 29.1 shall not cover when the case comes under any of the exemption clauses of the liability insurance or compensation system.
 3. Such insurance payment or compensation as set forth under Article 29.1 shall not cover when the renter or the driver breaches any of the provisions prescribed in the terms and conditions for rental.
 4. The renter or the driver shall bear damages for which insurance payment or compensation is not granted, or damages in excess of such insurance payment or compensation as payable under Article 29.1. When the limits of coverage as stipulated under Article 29.1, however, are revised under a special contract, the renter or the driver shall bear damages in excess of such limits of coverage.
 5. The renter or the driver shall bear deductibles under the liability insurance or our compensation systems as set forth in the Article 29.1. (We shall bear the damages in case the renter has paid the fee for the collision deductible waiver in advance.)
 6. If we have paid the damages to be born by the renter or the driver, the renter or the driver shall immediately repay such an amount to us.
 7. The insurance amount for nonlife insurance contract stated in the Article 29.1 and subscription rate for the compensatory system are included in the rental charges.

Chapter 8 Termination of the Rental Agreement and Early Termination

Article 30 Cancellation of Lease Agreement

When the renter or the driver violates this terms and conditions during the period of use or applies to either Sub-Article 10.1 or 10.2, we are entitled to cancel the contract without any form of notification and request the return of the vehicle. In such case, we will not refund the fee to the renter.

Article 31 Early Termination

1. The renter may cancel the Rental Agreement upon acquiring the approval from us and paying the early termination charge. In such case, we will refund the balance for the remaining period to the renter.
2. The renter shall pay the following early termination fee to us for the early termination stipulated in the Article 31.1 above.

Early termination charge = {(Basic rental charge for the corresponding rental period (basic rental charge for the period between the rental starting date to the returning date)) *50%. *The consumption tax (including local consumption taxes) does not apply to the termination fee.

Chapter 9 Personal Information

Article 32 Purposes for Use of Personal Information

1. The followings are the purposes of obtaining and use of personal information of the renter or the driver.
 1. To perform the legally required particulars, including but not limited to, preparing the rental certificate at the time of entering the Rental Agreement, as an authorized operator of the car rental business.
 2. To introduce our rental cars, used cars, all the other products and services, events, and campaign initiations and such by mails, phone calls, and email to the renter or the driver.
 3. To verify and screen the identification and the eligibility of the renter or the driver upon signing the Rental Agreement.
 4. To conduct a survey to the renter or the driver in order to develop new products and projects accordingly and to study ways to enhance customer satisfaction.
 5. To generate the data base by statistically aggregating and analyzing personal information to a format in which individuals can neither be identified nor specified.

2. When we try to obtain such information on the renter or the driver for the purposes not stated in any of the clauses of the Article 32.1, the Company shall advise the renter or the driver of specific purposes in advance.

Chapter 33 Consent by the Renter or the Driver to the Registration and Use of the Personal Information

The renter or the driver shall agree that the full name, the date of birth, the driver's license number, and other personal information of the renter or the driver may be registered at All-Japan Rent-A-Car Association for the duration not exceeding seven years and agree to the use of aforementioned information by the All-Japan Rent-A-Car Association and Regional Rent-a-Car Associations as well as rental car businesses of its members for a screening prior to entering the Rental Agreement in any of the following cases:

- (1) When we are fined for illegal parking based on the Article 51 Chapter 4 Item 1 of the Road Traffic Law
- (2) When the renter or the driver has failed to make a full payment to us regarding illegal parking-related fines defined in the Article 18.5.
- (3) When the rental car is not returned as stipulated in the Article 23.1.

Chapter 10 Miscellaneous Provisions

Article 34 Countervailing

In the event that we are under monetary obligation to the renter or the driver under this terms and conditions, we may countervail such monetary obligation against the debts to which the renter or the driver is liable to us at our convenience.

Article 35 Consumption Tax

The renter or the driver shall pay us the consumption tax, including the local consumption tax, imposed on the rental transaction under the terms and conditions.

Article 36 Arrears

The renter, the driver, or we shall pay a late fee (annual rate of 14.6 %) to the other party when either party has failed to fulfill monetary liabilities based on this terms and conditions.

Article 37 Rental Agency

This terms and conditions shall also apply to the cases when we provide a car rental service via other businesses to the renter or the driver as the owner of the rental car.

Article 38 Priority of the Japanese Version

If any discrepancy of the terms and conditions between the Japanese version and the translated versions in other languages, the Japanese version shall prevail.

Article 39 Bylaws

1. We may define the bylaws of this terms and conditions separately. Those bylaws shall have an equal validity as the terms and conditions.
2. In case we create or change bylaws separately, we shall announce them at our sales stores and on the brochures published by us, our price list, and our website.

Article 40 Agreement on Competent Court

Should disputes arise with regard to the rights and obligations on the terms and conditions, the competent court shall be the Summary Court having territorial jurisdiction over the main office, branch office or any business office of the Company, regardless of the sued damages in controversy.

Additional Clause

This terms and conditions shall be effective on June 1st, 2012.