

## **Rental Agreement**

### **Chapter1. General provisions**

#### **Article1. Applicability of Agreement**

1. The Company shall rent a vehicle (hereinafter referred to as "rental car") to the "renter" in accordance with the provisions of this Agreement. Matters not prescribed in the "Agreement" shall be handled in accordance with laws and regulations or general customs.

2. The Company may accept special agreements, provided that they do not infringe upon the "Agreement", laws and regulations and general customs. In case a special agreement is concluded, it shall supersede the "Agreement".

### **Chapter2 Reservation**

#### **Article 2 (Application for reservation)**

1. For renting a "rental car", the "renter" may apply for a reservation, on agreeing to the rate table and procedure prescribed by the Company and specifying in advance the type and class of vehicle, purpose of use, starting date and time of rental period, location of rental, rental period, place of return, driver, necessity of a child safety seat or other accessories, and other conditions of rental (hereinafter referred to as "rental conditions").

2. Upon receipt of an application for a reservation from the "renter", the Company shall accept the reservation within the range of "rental cars" owned by the Company in principle. In such a case, the "renter" shall pay to the Company an application fee for reservation specified by the Company, unless exempted by the Company.

To change any of the "rental conditions" mentioned in Article 2. Paragraph 1., the "renter" must obtain the consent of the Company.

The "renter" may cancel a reservation in such a manner as specified by the Company.

2. If a rental contract of a "rental car" (hereinafter referred to as "rental contract") has not been signed within one hour after the starting time of the rental period due to reasons of "renter", the reservation shall be deemed to be cancelled.

3. At the case of Paragraph 2, the "renter" shall pay to the Company a reservation cancellation fee separately specified by the Company, and the Company shall return the previously received application fee for reservation to the "renter".

4. If a reservation is cancelled due to reasons of the Company, the Company shall return to the "renter" the application fee for reservation which it received.

5. If a "rental contract" is not concluded due to reasons other than accidents, getting stolen, non-restitution, recall, natural hazard and the reasons of the Company, the reservation shall be deemed to be cancelled. In such a case, the Company shall return the previously received application fee for reservation to the "renter".

6. Presented when the lessee or prospective driver is requested by the Company to present the driver's license, international license, Japanese translation, and passport (hereinafter referred to as "driving confirmation documents") of the lessee and the prospective driver. If you refuse or possess a copy of the contract, or you refuse to copy it, it will be deemed to be an intention to cancel the loan agreement, and we will pay the reservation cancellation fee prescribed by us, and we will pay the received reservation application fee. Shall be returned to the lessee.

7. In case of web reservation, if the email of reservation confirmation cannot be reached to the address indicated by "renter" and the phone call is not reachable to "renter", the company may treat the reservation not to be agreed.

#### Article 5 (Substitute Rent a car)

1. If the lessee cannot lend a rental car of the car type class reserved by the lessee, and if there is a car rental of a different car class from the reservation (hereinafter referred to as "alternative rental car"), leasing the alternative rental car Can be offered

2. If the "renter" accepts the offer in the preceding paragraph, the Company shall lend a "substitute rental car" under the same conditions of rent as those effective at the time of reservation, except for "type and class". In such a case, the "renter" shall pay the rental rate of the "substitute rental car" or the rental rate of the "rental car" that had been reserved, whichever is lower.

3. If the "renter" refuses the offer in Paragraph 1, the reservation shall be deemed to be cancelled. and the preceding Paragraph 5 shall be applied with respect to the treatment of the application fee for reservation, etc.

4. In the case of the preceding paragraph, if the company unable to lease due to the reason of the company, the reservation shall be deemed to be cancelled and the preceding Article 4. Paragraph 4. shall be applied with respect to the treatment of the application fee for reservation, and the company shall return the previously received application fee for reservation to the "renter".

5. In the case of the Paragraph 3., if the company unable to lease due to the reason of "renter", the reservation shall be deemed to be cancelled and the preceding Article 4. Paragraph 5. shall be applied with respect to the treatment of the application fee for reservation, and the company shall return the previously received application fee for reservation to the "renter".

#### Article 6 (Deductible compensation)

The company and "renter" charge nothing each other except as specified in Article 4 and Article 5 for the cancelation or the reservation not to be agreed.

2. If "renter" cannot return "rental car" within the rental period because of natural hazard or force majeure conditions, the company do not claim for the damage to "renter".

3.If the company cannot lease "rental car" or "substitute rental car" specified in Article 5 Paragraph 4, "renter" do not put the responsibility on the company.

4. For the case of Article 5 Paragraph 2 and 3, the company inform to "renter" immediately. And "renter" inform the company immediately.

5. If the company cannot lease "rental car" or "substitute rental car" because of natural hazard or force majeure conditions, "renter" do not claim for the damage to the company.

1. The "renter" may apply for a reservation at travel agents, tie-up companies, etc. (hereinafter referred to as "agents") that handle reservation services on behalf of the Company.

2.If an application is submitted to an "agent" mentioned in the preceding paragraph, the request for a change or cancellation of the reservation shall be made to the "agent" that handled the application for reservation.

## **Chapter 3 Rental of Vehicle**

### **Article 8 (Conclusion of Rental Contract)**

1. Except there is no "rental car", or Article 9 Paragraph 1 or 2 pertain to "renter", the "renter" and the Company shall conclude the "rental contract", with the "renter" specifying the conditions of rent based on Article 2 Paragraph 1 and the Company specifying the "rental conditions" based on the "Agreement", rate table, etc.

3. Based on the Basic Instructions of supervisory agency(\*1) concerning rental cars, the Company shall, in concluding the "rental contract", request that the "renter" present the driver's license of the "driver" designated by the "renter", or a copy thereof if considered necessary by the Company, in order to enter the name, address, type of driver's license and the license(\*2) number in, or attach a copy of the driver's license to, the rental register (original rental slip) and the rental certificate, as prescribed in Article 14 Paragraph 1. In such a case, the "renter", if he/she is the "driver", shall present his/her own driver's license or submit a copy thereof if considered necessary by the Company; if the "renter" is not the same person as the "driver", he/she shall have the "driver" present his/her driver's license or submit a copy thereof if considered necessary by the Company.

\*1 The Basic Instructions of supervisory agency is 2. (10) and (11) of Notice from Ministry of Land, Infrastructure and Transport Automobile Transportation Bureau "Basic Notice on Car Rental" (Self Travel 138, June 13, 1995).

\*2 The license is a driver's license of the 14th form in the driver's license prescribed in Article 92 of the Road Traffic Act, Article 19 of the Ordinance for Enforcement of the Road Traffic Law. In addition, the international driver's license or foreign driver's license prescribed in Article 107-2 of the Road Traffic Act shall be in accordance with the driver's license.

4. The Company, in concluding the "rental contract", may request the "renter" to submit identifying documents other than a driver's license and may make copies of such documents.

5. The Company, in concluding a "rental contract", shall request the "renter" or the "driver" to submit an emergency contact number, such as a mobile phone number, etc.

6. The Company, in concluding the "rental contract", may designate the means of payment that the "renter" can use, such as credit card, cash, etc.

7.If the "renter" or the "driver" does not follow the provision of the preceding Paragraph 5, the Company may refuse to conclude the "rental contract" or cancel the reservation of the "renter". The stipulations in Paragraph 5 of Article 4 regarding the treatment of the application fee for reservation shall be applied in such a case.

#### Article 9 (Refusal of Rental)

If any of the following items pertains to the "renter" or the "driver", "renter" cannot conclude the "rental contract":

- (1) When there is no driving confirmation document required for driving the rental car.
- (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;

If any of the following items pertains to the "renter" or the "driver", the Company may refuse to conclude the "rental contract" or cancel the reservation of the "renter":

- (1) When the driver determined for the reservation is different from the driver at the conclusion of the contract.
- (2) There is a fact that "renter" have delinquent payment of the rental fee in the past lending.
- (3) In the past lending, there is an act listed in each item of Article 17.
- (4) In the past lending (including lending by other rental car carriers) there is a fact listed in Article 18 Paragraph 6 or Article 23, Paragraph 1.
- (5) In the past lending, there was a fact the automobile insurance was not applied due to the credit agreement or insurance policy violation.
- (6) The condition specified separately is not satisfied.

- (7) If he/she undermines the trust in the Company or interferes with business activities of the Company by spreading false information or using fraudulent means or force;
- (8) If he/she commits any act that contravenes the "Agreement" and Detailed Regulations;
- and
- (9) If he/she commits any act considered inappropriate by the Company.

2. In cases 1 and 2 above, if a reservation has already been made with the lessee, it will be treated as if the reservation has been canceled. The lessee shall pay 100% of the basic fee to the Company. We will refund the received deposit.

#### Article 10 (Completion of rental contract)

1. The "rental contract" shall take effect when the "renter" has paid "rental fee" and the Company has delivered a "rental car" to the "renter". In this case, the previously paid application fee for reservation shall be applied to a part of the rental rate.
2. The delivery of the "rental car" mentioned in the preceding paragraph shall take place at the place and starting date and time of rental prescribed in Article 2 Paragraph 1.

#### Article 11 (Rental Rate)

The rental rate shall be the total of the following amounts, and the Company shall show each amount or a corresponding reference amount in the rate table:

- (1) Basic rate (2) Deductible compensation rate (3) Special equipment rate (4) One-way rate (5) Fuel rate (6) Vehicle assignment and pick-up rate (7) Other rates

2. The basic rate shall be the rate that has been notified to the Chief of the Local Transport Bureau, the Director of the Hyogo Land Transport Division of the Kobe Transport Administration Division, or the Director of the Land Transport Office of the Okinawa General Bureau (same applies to Article 14 Paragraph1), which is in effect at the time of rental of the "rental car".

3. If the Company revises the rental rate after completion of the reservation prescribed in Article 2, the "renter" shall pay the lower of the rate applied at time of completion of the reservation and the rate at time of rental.

#### Article 12 (Change of Conditions of Rent)

1. When changing the conditions of rent specified in Article 8 Paragraph1 after the conclusion of the "rental contract", the "renter" must obtain the consent of the Company.
2. The company can reject change of conditions of Rent in preceding Paragraph if the change interferes to the operation of rental.

#### Article 13 (Inspection and Maintenance)

1. The Company shall conduct the inspections prescribed Article 48 (Regular Inspection and Maintenance) of the Road Trucking Vehicle Law, and shall rent properly maintained "rental cars".
2. The Company shall conduct the inspections prescribed in Article 47-2 (Daily Inspection and Maintenance) of the Road Trucking Vehicle Law, and shall rent properly maintained "rental cars".
3. The "renter" or the "driver", in renting the "rental car", shall confirm that the "rental car" meets the conditions of rent by conducting the inspection of Paragraph 1 and 2, and inspecting the exterior appearance of the car and accessories based on a separately specified inspection sheet and confirming that the car has not been poorly maintained.
4. The company maintains immediately if poor maintenance is found in the preceding inspection.
5. The child seat is properly worn by "renter" or driver at their responsibility and the company is not responsible for wearing the child seat at all.

#### Article 14 (Issuance and Carrying of Rental Certificate)

1. When the "rental car" is delivered to the "renter", the Company shall issue to the "renter" a prescribed rental certificate with such contents as specified by the Chief of the Local Transport Bureau, the Director of the Hyogo Land Transport Division of the Kobe Transport Administration Division, or the Director of the Land Transport Office of the Okinawa General Bureau.
2. The "renter" or the "driver", during the use of the "rental car", must carry the rental certificate issued in accordance with the preceding paragraph.

3. If the "renter" or the "driver" loses the rental certificate, he/she shall immediately notify the Company regarding the loss of the certificate.
4. The "renter" or the "driver" shall return the rental certificate to the Company together with the return of the "rental car".

## **Chapter 4 Use of Vehicle**

### **Article 15 (Management Responsibility of Renter)**

1. 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 the Company (hereinafter referred to as "during the period of use").
2. When using a "rental car", the "renter" or the "driver" shall comply with laws and regulations, the "Agreement", Detailed Regulations, instruction manuals and other directions for use presented by the Company.

### **Article 16 (Daily Inspection and Maintenance)**

The "renter" or the "driver" must perform the daily inspection and maintenance prescribed in Article 47-2 (Daily Inspection and Maintenance) of the Road Trucking Vehicle Law, checking the "rental car" on a daily basis before using it, "during the period of use".

- (1) Using the rental car for a motor carrier business or for other similar purposes without obtaining the consent of the Company and authorization, etc. based on the Road Transport Law;
- (2) Using the "rental car" for purposes other than the designated purposes or having it driven by persons other than the "driver" prescribed in the rental register in Article 8 Paragraph 3 or the "driver" approved by the company;
- (3) Sub-leasing the "rental car", having it used by third parties, performing other acts such as depositing it as collateral, or other acts to infringe rights of the company;
- (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 modifying or remodeling it;
- (5) Using the "rental car" for any kind of test or competition or for pulling or pushing other vehicles without obtaining the consent of the Company;
- (6) Using the "rental car" in violation of laws and regulations or public order and morals;

(7) Taking out accident insurance for the "rental car" without obtaining the consent of the Company;

(8) Without obtaining the consent of the company, removing car navigation system attached to "rental car", audio and other equipment and taking them out of the car. Also, using in-vehicle tools, car-mounted parts and others for the car except "rental car".

(9) To have pets on board without obtaining the consent of the company.

(10) Taking the "rental car" outside of Japan;

(11) Performing other acts in violation of "rental conditions" prescribed in Article 8 Paragraph Article 18 (Measures for Illegal Parking)

If the borrower or driver parks the rental car illegally under the Road Traffic Act of Japan during use, the borrower or driver will appear at the police station in charge of the area where the illegal parking was performed and immediately We will pay the fines related to traffic violations and bear various expenses such as towing, storage, and pick-up due to violation of the Road Traffic Law (hereinafter referred to as "violation processing").

2. When notice of an illegally parked "rental car" is received from the police, the Company shall inform the "renter" or the "driver" and instruct him/her to promptly relocate the "rental car" and report to the jurisdictional police to deal with the violation before the expiration of the rental period or by the time instructed by the Company, and the "renter" or the "driver" shall follow these instructions. If the "rental car" has been relocated by the police, the Company may, at its own discretion, pick up the "rental car" from the police.

3. After giving the instruction in the preceding paragraph, the Company shall, at its own discretion, confirm the status of the handling of violation through the notice of traffic violation and payment notice/receipt, etc.; and if the violation has not been dealt with, shall repeatedly give the instruction in the preceding paragraph to the "renter" or the "driver" until the violation is finally settled. Also, the Company requests the "renter" and the "driver" to sign a document prescribed by the Company on which he/she acknowledges the fact of illegal parking and that he/she will report to the police and follow the legal procedures for violators (hereinafter referred to as "acknowledgement letter"), and the "renter" or the "driver" shall follow these instructions.

4. The "renter" or the "driver" shall agree to submit to the Public Safety Commission materials such as the letter of explanation prescribed in Article 51-4, paragraph 6 of the Road Traffic Law, the "acknowledgement letter" and rental certificate, and to cooperate with

the police by submitting to the police materials containing personal information such as the "acknowledgment letter" and rental certificate, and to take necessary legal measures such as reporting facts, if deemed necessary by the Company.

5. If the Company received an order to pay non-compliance fees under Article 51-4, Paragraph 1 of the Road Traffic Act, and has payed illegal parking fine or has borne the expenses required for searching for the "renter" or the "driver" of the rental car, or has borne the expenses required for the towing, storage and pickup of the vehicle, then the "renter" or the "driver" shall pay the following expenses (hereinafter referred to as "Illegal Parking expenses") to the Company by a due date to be designated by the Company:

- (1) Amount corresponding to the fine for illegal parking
- (2) Penalty for illegal parking to be separately determined by the Company
- (3) Search expenses and the expenses required for the towing, storage and pickup of the vehicle

6. In cases where "renter" or "driver" should pay penalty pertaining to illegal parking pursuant to the provision of paragraph 1, if the "renter" or "driver" fail to comply with the company's notice to deal with the violation under Paragraph 2 ,or company's request to sign "acknowledgement letter" under Paragraph 3, the company can assess the "renter" or the "driver" penalty and fine for illegal parking (hereinafter referred to as "penalty and fine for illegal parking" in the following paragraph) with an amount separately determined by the company for applying to the fine for illegal parking and penalty for illegal parking specified in Paragraph5.

7. After "renter" or "driver" paid the Company the amount charged by the company based on Paragraph 5, after he/she paid the Company the penalty and fine for the said illegal parking based, or if the fine for the illegal parking has been refunded to the Company because of the institution of a public prosecution, the Company shall return only the said penalty and fine for illegal parking to the "renter" or the "driver". The same shall apply even when the Company received penalty and fine for illegal parking based on Paragraph 6,

## **Chapter 5 Return of Vehicle**

### **Article 19 (Renter's Obligation of Returning Vehicle)**

1. The "renter" or the "driver" shall return the "rental car" to the Company at the designated place of return by the expiration date of the rental period.
2. When the "renter" or the "driver" violates the provisions of the preceding paragraph, the "renter" or the "driver" will indemnify for any damages given to the company.

3. If the "renter" is unable to return the "rental car" within the rental period due to a natural disaster or other act of providence, "renter" shall not be liable for the damage caused to the company. And he/she shall notify the Company without delay and follow the instructions of the Company.

#### **Article 20 (Checking of Rental Car before Returning)**

1. The "renter" shall return the "rental car" in the presence of the Company in the same condition as when it was first delivered, except for deterioration and wear due to normal use of the "rental car".

2. Before returning the "rental car", the "renter" or the "driver" shall confirm that there are no personal effects of the "renter", "driver" or fellow passengers left inside the "rental car". The Company shall not bear any obligations for the custody of personal effects after the "rental car" has been returned.

#### **Article 21 (Time of Return of Rental car)**

1. If "renter" change the return time without consent of the Company due to various circumstances of the "renter" and return or drop off without the presence of the Company, the "renter" is considered to abandon the rental car. In this case, the "renter" shall have decided upon the judgment of the Company with respect to damage, deficiency, contamination, loss of the vehicle and the equipment, and pay for all of the Reward Cost, Repair Cost, purchasing substitute goods and others without bringing any objection to the request from the Company. When "renter" or "driver" change the rental period according to Article 12 paragraph 1, "renter" shall pay the rental fee corresponding to the changed rental period.

2. If the "renter" returns the "rental car" after changing the rental period without obtaining the consent of the Company as prescribed in Article 12, he/she shall pay a penalty equal to twice the rate corresponding to the extra hours of the rental period, in addition to the rate prescribed in the preceding paragraph.

#### **Article 22 (Place of Return of Rental Car)**

1. If the "renter" changes the designated place of return based on Article 12 Paragraph 1, he/she shall bear the expenses required for forwarding the vehicle
2. If the "renter" returns the "rental car" to a place other than the designated place of return without obtaining the consent of the Company as prescribed in Article 12 Paragraph 1, "renter" shall pay the penalty for changing the returning place specified below. Return place

change penalty fee = expenses required for forwarding due to change of return place x 150%

#### **Article 23 (Measures taken if Rental Car is not returned)**

1. If the "renter" does not respond to the Company's request for return of the "rental car" even after the rental period has expired, or if the "rental car" is deemed to be unreturnable because the whereabouts of the "renter" is unknown, the Company shall take legal action such as filing a criminal complaint against the "renter".
  
2. The Company shall take necessary measures for confirming the whereabouts of the "rental car" by hearing survey to stakeholders of the "renter" or "driver" such as family, relatives, work place and others, and utilizing the vehicle location information system
  
3. In the event that it falls under Paragraph 1, the lessee or driver shall be liable for any damages caused to the Company by the provisions of Article 28, and shall collect the rental car and search for the lessee or driver. You will be responsible for all costs.

### **Chapter 6 Measures in the event of a Breakdown, Accident or Theft**

#### **Article 24 (Measures in the event of a Breakdown)**

1. If a breakdown of the "rental car" or other trouble occurs "during the period of use", the "renter" or the "driver" shall immediately stop using the car, notify the Company and follow the instructions of the Company.
  
2. The lessee shall bear the cost of transporting and repairing the rental car if the abnormality or failure of the rental car is due to the lessee's intention or negligence. If the rental car needs to be repaired, the following fee shall be paid as part of the business compensation for the repair period regardless of the degree of damage and the repair period. In addition, car suspension compensation shall occur regardless of whether reservations are made during the repair period. In addition, the decision to stop accepting reservations after an accident is left to us. Please note that the following (1) to (3) are not eligible for immunity compensation because they are different from the purpose of the immunity compensation system.

Non-operation charge and compensation

- (1) Part of expenses for land transportation expenses, etc. ¥ 70,000/time

(2) Part of non-operation compensation ¥ 15,000 ~ ¥ 35,000/day (depending on the class and type of vehicle)

(3) The “renter” shall not request the Company for damages caused by the inability of “rental car”.

#### Article 25 (Measures in the event of an Accident)

1. If an accident involving the "rental car" occurs "during the period of use", the "renter" or the "driver" shall immediately stop using the car and take the following measures, in addition to the legally required measures, irrespective of the seriousness of the accident:

(1) Immediately report the status of the accident, etc. to the Company, and follow the instructions to the Company. or. We cannot claim damages caused by the inability to use the rental car.

(2) If the "rental car" is to be repaired based on the instructions in the preceding item, have it repaired at a shop of the Company or a shop designated by the Company, except as approved by the Company.

(3) Cooperate with the Company and the insurance companies under contract to the Company in the investigation of the accident, and submit all documents requested by the Company and the insurance companies without delay.

(4) Obtain the consent of the Company before reaching a settlement or other agreement with the other party involved in the accident.

(5) The driver and the lessee shall follow the judgment of the Company if the damage and damage situation of the rental car violates the Road Traffic Law of Japan, or if the Company judges that it will cause a secondary accident. In addition, the Company shall not be able to claim damages caused by the inability to use the rental car.

2. In addition to matters specified in the preceding paragraph, the "renter" or the "driver" shall handle and settle the accident on his/her own responsibility and burden of expense.

3. The Company shall give advice to the "renter" or the "driver" regarding the handling of the accident, and shall cooperate in settling the accident.

4. The Borrower shall notify the Company immediately if any malfunction, failure or damage occurs before or during use of the equipment after the Borrow. If you do not contact us and find defects, malfunctions or damages upon return, the lessee will bear the cost of repairs

and transportation. However, this does not apply if the cause was before rental or due to wear.

#### **Article 26(Measures in case of theft)**

If the "rental car" is stolen or damaged "during the period of use", the "renter" or the "driver" shall take the following measures:

- (1) Immediately report the matter to the nearest police station.
- (2) Immediately report the vehicle damage conditions to the Company and follow the instructions of the Company.
- (3) Cooperate with the Company and the insurance companies under contract to the Company in the investigation of the theft/damage, and submit all documents requested by the Company and the insurance companies without delay.

#### **Article 27(Termination of loan agreement due to inability to use)**

1. If the "rental car" becomes unusable during the rental period due to a breakdown, accident, theft or other trouble (hereinafter referred to as "breakdown or other trouble"), the rental agreement shall be terminated.
2. In the case of the preceding paragraph, the "renter" or the "driver" shall bear the expenses required for the pick-up and repair of the "rental car", while the Company shall not return the previously received rental fee, provided that the "breakdown or other trouble" is not due to any of the reasons specified in Paragraph 3 or Paragraph 5.
3. If the "breakdown or other trouble" is due to a defect existing before the vehicle was rented, new Rental Contract shall be entered into, the "renter" may be offered a "substitute rental car" by the Company. Article 5, paragraph 2 shall apply mutatis mutandis to the conditions of provision of a "substitute rental car".
4. If the lessee does not receive the alternative car rental described in the preceding paragraph, we will refund the entire rental fee received. The same shall apply when the Company cannot provide an alternative rental car.
5. If the "breakdown or other trouble" occurred due to a reason not attributable to the "renter" or the Company, the Company shall return to the "renter" the amount of the previously received rental fee minus the amount of the rental rate for the period from the start of the rental to the termination of the "rental contract".
6. Except for such measures as provided for in this Article, the "renter" and the "driver" may not make any claims against the Company, except for those prescribed in this Article, with regard to any damages resulting from not being able to use the "rental car".

## **Chapter 7 Indemnification and Compensation**

### **Article 28 (Indemnification and Compensation for Business)**

1. If the "renter" or the "driver" has caused any damage to the Company or a third party "during the period of use", he/she shall indemnify the Company or third party for the damage, provided that the damage was not due to a reason attributable to the Company.
2. If the damage incurred by the Company mentioned in the preceding paragraph involves an accident or theft and results in the Company not being able to use the "rental car" because of a breakdown due to a reason attributable to the "renter" or "driver", or because the "rental car" has been defaced or left with a foul odor, the renter shall pay for such damage as specified in the rate table.

If the "renter" or the "driver" is liable for damage based on the "Agreement" and Detailed Regulations, insurance money up to the following limits shall be paid to him/her from the accident insurance policy concluded by the Company and Compensation System defined by the company for the "rental car".

- (1) Compensation for personal damage: Unlimited per person (not include the amount by automobile damages liability insurance.)
- (2) Compensation for property damage: Unlimited (deductible of JPY 100,000 per accident)
- (3) Compensation for vehicle damage: up to market value (deductible of JPY 100,000 per accident)
- (4) 30 million yen per passenger compensation

2. Insurance claims or compensation as stipulated in paragraph 1 shall not apply in case of falling under the insurance agreement or the indemnification reason of compensation system, and borrowers or drivers shall bear all these damages.

3. The "renter" or the "driver" shall bear the cost of damage for which insurance or compensation money is not paid or damage exceeding the amount of insurance or compensation money to be paid based on the provisions in paragraph 1.

4. If the Company has paid the cost of damage to be borne by the "renter" or the "driver", the "renter" or the "driver" shall immediately reimburse the Company for that cost.

5. Damages equivalent to the deductible amount of insurance money or compensation as stipulated in paragraph 1, 2 or 3 shall be borne by the "renter" or "driver". Provided, however, that in the event that the "renter" or "driver" subscribes to the exemption indemnity system and pays the deductibles compensation fee at the time of the contract of lending, and also that if the accident does not fall under any of the cases of accidents that are not notified to the police and the company, accidents that are not paid for insurance money, or cases in which it violates the terms of the contract after lending, the company shall bear the above exemption.

6. Even if you have subscribed to the exemption system, any object accidents and vehicle accidents that occur when you retreat in a parking lot or in a vacant lot will not be covered by the exemption compensation system, and the lessee or driver will bear the exemption. The payment will be made when the vehicle is returned.

## **Chapter 8 Cancellation**

### **Article 30 (Cancellation of Rental Contract)**

The Company shall not require any notice or notice if the borrower or driver violates these provisions during use or falls under any of Article 9 paragraphs 1 and 2 Without losing the rental agreement and requesting a return of the rental car immediately. In this case, the Company shall not return the received rental fee to the lessee.

### **Article 31 (Cancellation by Consent)**

1. The "renter" may cancel the "rental contract" during the rental period by obtaining the consent of the Company and paying the cancellation fee specified in the next paragraph. In such a case, the Company shall return to the "renter" the balance of the previously received rental fee minus the amount of the rental rate for the period from the start of the rental to the return of the "rental car".

2. When the "rental contract" is canceled as described in the preceding paragraph, the "renter" shall pay to the Company the following cancellation fee: Cancellation fee = {(Basic rate for scheduled rental period)-(Basic rate for period from start of rental to return of vehicle)}×50%

## **Chapter 9 Personal Information**

### **Article 32 (Purpose of using Personal Information)**

The purpose of acquiring and using personal information of the "renter" or "driver" is as follows.

- (1) As a business operator authorized to rental car business based on Article 80, Paragraph 1 of the Road Transport Law, to implement matters mandated as a condition of business permission, such as preparing a rental certificate at the time of conclusion of the contract.
- (2) In addition to car rental, sending advertisement or e-mail in order to introduce products handled by the Company and provision of services related to these, and guide various events, campaign and so on.
- (3) In order to confirm and verify the identity of the "renter" or "driver" for borrowing upon concluding the contract.
- (4) In order to conduct a questionnaire survey to the "renter" or "driver" for the purpose of planning and developing products and services handled by the Company or examining measures to improve customer satisfaction.
- (5) In order to statistically compile and analyze personal information and to create statistical data processed into a form that cannot distinguish and identify individuals.

2. When acquiring personal information of “renter” or “driver” for purposes not stipulated in each item of paragraph 1, the purpose of use shall be clearly stated beforehand.

#### Article 33 (Registration of personal information and consent to use)

In the event of falling under any of the following items, the "renter" or the "driver" shall agree that personal information including the name of the "renter" or "driver", the date of birth, the driver's license number is used by the rental car operator for verification at the time of conclusion of the rental contract.

- (1) In case the Company is ordered to pay a negligent violation charge pursuant to Article 51-4, Paragraph 1 of the Road Traffic Act
- (2) In the absence of full payment of the parking breach related expenses prescribed in Article 18, paragraph 5 to the Company
- (3) In case it is deemed that there is non-refund as prescribed in Article 23, paragraph 1

2. The renter and driver are aware that the rental car may be equipped with a drive recorder, and the renter and driver's driving status and travel records will be recorded, and the Company will use the recorded information for the following purposes: I agree.

- (1) To confirm the situation at the time of the accident when the accident occurs.

- (2) To confirm the operation status and itinerary of the borrower and driver when it is deemed necessary for car rental management or fulfillment of the rental contract.
- (3) To be used for marketing analysis to improve the quality of products and services provided to lessees and drivers and to improve customer satisfaction.
- (4) The lessee and the driver agree that the Company may disclose the information recorded by the drive recorder set forth in the preceding paragraph, to the extent necessary, if the Company receives a disclosure order based on laws and regulations. I shall.

## **Chapter 10 Miscellaneous Provisions**

### **Article 34 (Offsetting Mutual Obligations)**

If the Company bears monetary obligations to the "renter" or "driver" based on the "Agreement", it may at any time offset such monetary obligations with the monetary obligations of the "renter" or the "driver" due the Company.

### **Article 35 (Consumption Tax)**

The "renter" shall pay to the Company the consumption tax (including local consumption tax) that is levied on transactions under the "Agreement".

### **Article 36 (Late Charge)**

The "renter" or the "driver" and the Company, if in default of the performance of their monetary obligations under the "Agreement", shall pay to the other party late charges at an interest rate of 14.6% per annum.

### **Article 37 (Detailed Regulations)**

1. The Company may set up Detailed Regulations, the Detailed Regulations shall have the same effect as "Agreement".
2. If the "Agreement" and Detailed Regulations have been revised or have been separately set up, the Company shall display them in its sales offices as well as describing them in the pamphlets and rate table issued by the Company. The same shall apply when changes are made to the contents thereof.

### **Article 38 (Prior application of the Japanese sentence clause)**

If there is a discrepancy in the terms or sentences in the "Agreement" written in languages other than Japanese, the Japanese "Agreement" shall be formality and this shall be applied in priority.

### **Article 39 (Agreed Court of Jurisdiction)**

If any disputes arise regarding the rights and obligations based on this "Agreement", the court having jurisdiction over the HO location of the Company shall be the exclusive agreement jurisdictional court regardless to the amount of the case.

[Special Terms]

Optional accessories and equipment are subject to discontinuation, change of design, shape and performance without reservation.

2. We do not discount or refund the rental fee for failure, wear, wear and tear of optional items and equipment at the start of rental and during the rental period.

3. In the reservation application and the rental agreement, confirm the agreement with the terms and conditions and the "Basic rental fee" on the "Usage fee" page on our website, as well as "Confirmation items" Lending contract after receiving.

Supplementary Provision: The "Agreement" shall take effect on April 15, 2020.