

Terms and Conditions for Rental  
Enforced on the 1st of August, 2024.

## **CHAPTER 1 GENERAL Provisions**

### **Article 1 Application of the Terms and Conditions**

**Open Air Car Rental** (hereinafter referred to as "the Company" rent a vehicle (hereinafter referred to as "rental car") to a renter as provided for in the following terms and conditions and thereafter. Matters not provided in this provisions are made pursuant to Article 38, laws and regulations or general customs.

2. The Company may accept this special agreement, within the limit of being not contrary to this provisions or the contents of detailed regulations, administrative rulings or general custom, public administrative notifications. In that case, the special agreement prioritizes these terms and conditions.

## **CHAPTER 2 RESERVATIONS**

### **Article 2 Making Reservations**

For renting a rental car, through the methods like the Internet or the tie-up travel agency conducting the reservation service on behalf of the Company, the renter may make a reservation specifying the class of vehicle types, the rental commencement date, the rental location, the rental period, the return location, the driver, a child safety seat, a car navigation system and other accessories requests, and other rental conditions (hereinafter referred to as "rental conditions") after agreeing to the terms and conditions as well as the price list as set forth separately. According to minibuses, the renter shall make reservations by specifying the driving area or the destination(s), as well as the number of passengers and the purpose of rental as a necessary condition of renting.

2. When our receiving a reservation request from the renter, as a rule, we shall accept the reservation within the limit or the range of our owned rental cars. In that case, the renter shall pay for the deposit for the reservation which is set separately, except for the case which the Company especially admit.

3. For the online reservation, if the confirmation e-mail for booking sent from us cannot be delivered or replied to the e-mail address written by customers, the reservation shall be considered as null and void.

### **Article 3 Reservation Change**

If the renter wants to change any of the rental conditions in the previous Article 2-1, the renter must obtain our approval beforehand. However, when reserving through the tie-up travel agency conducting the reservation service on behalf of the Company, the renter may change a reservation only in the case that the renter applied for the change to the district office of the tie-up travel agency.

### **Article 4 Reservation Cancel**

The renter may cancel a reservation by the method set separately.

- 1) If the renter does not sign the car rental agreement (hereinafter referred to as "Rental Agreement") because of the renter's reasons within one hour after the rental commencement time, the reservation shall be invalid and cancelled.
- 2) In the case of the Article 4.2 above, the renter shall pay us the cancellation fee of reservation set separately. The Company shall refund the deposit of the reservation to the renter once the renter pay for the reservation cancellation fee.
- 3) If the reservation is cancelled or the Rental Agreement is not signed because of the Company's circumstances and reasons, we shall refund the reservation deposit received.
- 4) If the Rental Agreement is not signed because of reasons caused by neither the renter nor us such as an accident, theft, non-return, recall, natural disaster, and so on, the reservation shall be cancelled. In this case, we refund the reservation deposit received.

### **Article 5 Substitute Rental Car**

If the Company cannot rent the car class requested and reserved by the renter, we may make a proposition to offer the other class of car (hereinafter referred to as "substitute rental car") which is different from an ordered one.

2. If the renter accepts the proposal in the previous clause, we shall rent a substitute rental car under the same rental conditions except for the car class. In that case, the renter shall pay the lower rate whether the rate of a substitute rental car is higher

than the reserved rental car or whether the rate of a substitute rental car is lower than the reserved rental car.

3. If the renter refuses the proposal 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 because of the reasons and circumstances caused by us, the reservation shall be canceled, and we shall follow the Article 4.4 reservation cancel clause and refund the reservation deposit received.

5. In the case of the Article 5.3, if the car rental is not possible because of the reasons and indemnity circumstances caused by us, the reservation shall be canceled, and we shall follow the Article 4.5 reservation cancel clause and refund the reservation deposit received.

#### **Article 6 Indemnity**

Except for the cases mentioned in the Articles 4 and 5, the renter or we shall make no claims each other in terms of the reservation cancel and the unsigned agreement.

2. If the car rental is not possible or a substitute rental car cannot be offered because of reasons and circumstances caused by natural disaster, and so on, we shall not be held responsible for any loss occurred by them.

#### **Article 7 Reservation Agent**

The renter may make a reservation at the travel agencies or other affiliating agents (hereinafter referred to as "agents") conducting the reservation service on behalf of the Company.

2. The renter who made a reservation through the agent may change or cancel the reservation only through the same agent.

### **CHAPTER 3 RENTAL AGREEMENT**

#### **Article 8 Conclusion of Rental Agreement**

While the renter shall specify the renting conditions set forth in the Article 2.1. , we shall specify the rental conditions by these terms and the price list and conclude the contract.

Exceptions are as follows: There is no car available for renting or the conditions of the renter or the driver fall under any of them specified in the Article 9.1 and 9.2 (every items).

2. Once we conclude the rental agreement, the renter shall pay us the rental fee set in the Article 11.1.

3. Based on the Basic Instructions issued by the supervisory public agency (note 1), in concluding the "rental contract", we shall request to present the driver's license (note 2) of the driver designated by the renter (hereinafter referred to as "the driver") and asked to submit a photocopy of the license to record the full name, address, the type and the number of the driver's license on the rental register (original rental slip) and the rental certificate as prescribed in the Article 14.1 and to attach the photocopy of driver's license.

In case that the renter is the driver, the renter (he or she) shall present his or her own driver's license and submit a photocopy of the license. If the renter is not the same person as the driver, the driver shall present his or her own 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 defined as Appended Form 14 of Article 19 of enforcement Regulations for the Road Traffic Law which is issued in accordance with Article 92 of the Road Traffic Law.

In addition, international driver's license or foreign driver's license as defined as the Article 107.2 of the Road Traffic Law, shall be applied mutatis mutandis to the driver's license.

4. We, when a contract is entered into, shall ask the Renter or the Driver to present other documents for identification in addition to his or her own driver's license and submit a photocopy of such documents.

5. We, when a contract is entered into, may ask his/her mobile phone number or other contact methods to contact with the renter or the driver during the rental period.

6. We, when a contact is entered into, may ask for the payment by credit card or cash, or specify the other payment methods to the renter.

### **Article 9 Refusal of Concluding Rental Agreement**

If the Renter or the Driver falls under any of the items in the following article, the Rental Agreement shall not be concluded.

- 1) Not presenting the driver's license required to operate the rental vehicle. Or not agreeing to submit a copy of driver's license even though the Company has asked for.
- 2) Recognized as under the influence of alcohol.
- 3) Recognized as having the symptoms of poisoning by drug, a stimulant drug, a thinner, and so on.
- 4) Accompanied by a passenger under the age of 6 years old without wearing the child safety belt.
- 5) Recognized as the member of Organized Crime Group Members or the people relating to gangster organization or belonging to any other anti-social organizations.

2. If the Renter or the Driver falls under any of the items in the following article, the Rental Agreement shall not be concluded.

- 1) The driver fixed as the time of reservation is different from the driver at the time of conclusion of the Rental Agreement.
- 2) The Renter or the Driver has the record of the delay in the payment of rental charges in the past.
- 3) The Renter or the Driver has committed any of the acts listed in Article 17 in the past rentals.

- 4) The Renter or the Driver has committed any of the acts listed in Article 18.6 or Article 24.1 in the last rentals (including the rentals from other rental companies).
- 5) In the past rentals, the car insurance coverage was not applied by a breach of the terms and conditions for rental or the insurance policies.
- 6) In case of not meeting other requirements prescribed separately in terms of using the specified car class (limited to the case using the specified car class).
- 7) The Renter or the Driver has committed any act of violence against employees or other parties concerned, made extravagant demands beyond a reasonable range, or used any violent speech or action with regard to relationships with the Company.
- 8) The Renter or the Driver damaged the reputation of the Company or obstructed the business by spreading rumor or using fraudulent means or power.
- 9) In addition to the each item above, the Company or each sales office decided it is inadequate for the rental.
- 10) The Renter or the Driver doesn't satisfy any conditions prescribed separately.

3. In the previous two sections, if the reservation was concluded with the renter, we shall treat it as the cancellation. If we have the reservation cancellation fee from the renter, the Company shall refund the deposit of the reservation to the renter.

#### **Article 10 Conclusion of Rental Agreement**

The rental agreement shall be concluded when the renter pays the rental fee and we hand over the vehicle to the renter. In that case, the reservation deposit shall be applied to part of the rental fee.

2. The delivery as shown in the previous article shall be conducted at the date of the start of the rental and the renting place as specified in Article 2.1.

#### **Article 11 Rental Charge**

The rental charge shall mean the total payment below, and we shall receive the fee according to the contracted rental period.

Also, we clearly specify each amount or the basis for calculation in the rate list.

- 1) Basic fees
- 2) Insurance fees (Collision Damage Waiver fees)

- 3) Drop-off fees
- 4) Refueling/Recharging fees
- 5) Car delivery/collection fees
- 6) Other fees

2. The basic fees shall be reported to the Chief of the Regional 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, which shall also apply in the following Article 14.1) and carried out into an effect at the time of rental.

3. If an extension charge, deductibles, Non-Operation Charge, an additional fee like the penalty of changing the drop-off places occurs except for the rental charges in the Article 14.1, those expenses will be settled at the time of return of the rental car.

4. If the Company revises the rental charges after the reservation settled in Article 2, the renter shall pay the lower rate compared with the rates applied in times of either making the reservation or concluding the Rental Agreement.

5. The rental charges shall be specified in detail.

### **Article 12 Changes of Renting Conditions**

The renter must obtain the consent of the Company when the renter changes the rental conditions settled in Article 8.1 after the conclusion of the Rental Agreement.

2. The Company may refuse the change to the Renting Conditions set forth in Article 12.1 if the change disrupts the rental operation. In that case, the rental car must be returned before the expiry of the previous rental period.

3. If the renter extends the rental period according to Article 8.1, the Renting Conditions except for the rental period shall be the same as the previous Rental Agreement before the extension. The rental fee according to the changed rental period must be paid by the renter.

### **Article 13 Inspection and Confirmation**

The Company rent our vehicles after conducting the necessary periodic inspection and maintenance regulated by Article 48 of the Road Transport Vehicle Law (Periodic Inspection and Maintenance).

2. The Company conducts the necessary periodic inspection and maintenance regulated by section 2 of Article 47 of the Road Transport Vehicle Law (Daily Inspection and Maintenance).

3. The Renter or the Driver shall confirm that the Rental Vehicle has no faulty maintenance by inspection of the exterior and the accessories of the Rental Vehicle based on the inspection and maintenance under the previous 13.1 and 13.2 or the check list specified separately, and also confirm that the Rental Vehicle meets the Renting Conditions.

4. If the faulty maintenance is detected by the confirmation of the previous section, the Company conducts the necessary maintenance.

5. The child, baby, or junior seat must be fastened safely and properly for the renter's or driver's responsibility even if the Company helps the installation.

#### **Article 14 The Issue and carrying of the Rental Car Certificate**

The Company issues the Rental Car Certificate prescribed by the manager of District Transport Bureau at the time of delivery of the Rental Vehicle.

2. The Renter or the Driver must carry the Rental Car Certificate issued by the previous Article 14.1 while using the Rental Vehicle.

3. The Renter or the Driver shall inform the Company right away if the Renter or the Driver loses the Rental Car Certificate.

### **CHAPTER 4 USE**

#### **Article 15 Managerial Responsibilities**

The Renter or the Driver uses and maintains the Rental Vehicle with due care of a prudent manager during the period from the delivery to the return of the Rental

Vehicle to the Company (hereinafter referred to as "during the period of use of the Rental Vehicle").

2. If the Renter or the Driver fails to exercise the duty of care of a good manager, you will be responsibility for the damage. In that case, the insurance will not be applicable.

### **Article 16 Daily Inspection**

The Renter or the Driver must conduct the necessary inspection and maintenance regulated by section 2 of Article 47 of the Road Transport Vehicle Law (Daily Inspection and Maintenance) during the period of use of the Rental Vehicle.

### **Article 17 Prohibited Acts**

The Renter or the Driver must not conduct the following acts during the period of use of the Rental Vehicle.

- 1) Use the Rental Vehicle for Truck Transportation Business or the similar purpose without our consent or approval according to Road Transportation Act.
- 2) Use the Rental Vehicle for purposes except for the prescribed use or let someone (other than the Driver listed in the Article 8.3 of the Rental Car Certificate or other than those approved by Company) drive the Rental Vehicle.
- 3) Acts to infringe on the Company's right by sublease the Rental Vehicle or putting the Rental Vehicle in pledge, and so on.
- 4) Modify the original conditions of the Rental Vehicle by the forgery or spoliation of the vehicle registration number certificates or the number plates, or by modifying or remodeling the Rental Vehicle.
- 5) Use the Rental Vehicle for the various tests/competitions or Use the Rental Vehicle to tow or pull another automobile from behind without our consent.
- 6) Use the Rental Vehicle in violation of laws and regulations or public order and morality.
- 7) Join accident insurance for the Renal Vehicle without our consent.
- 8) Taking out the Rental Vehicle overseas.
- 9) Taking out the equipment such as a car audio CD player and a car navigation system, and other accessories equipped with the Rental Vehicle without our consent. Also, use on-board automobile tools, equipped tires, spare tires, and other equipment for other purposes other than for the Rental Vehicle.

10) Damage and fouling to an electric vehicle or the charger by the inappropriate handling

11) Any other acts in contravention of rental conditions settled in Article 8.1.

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

If the Renter or the Driver parks the Rental Vehicle in violation of the Road Traffic Law during the period of use of the Rental Vehicle, the Renter or the Driver shall appear at the police station with jurisdiction over such district and immediately pay violation fine for the illegal parking, as well as the charges of towage, storage, pick-up and others in connection with such illegal parking.

2. In the event that police notifies the Company of the Renter's or the Driver's illegal parking of the Rental Vehicle, the Company shall contact the Renter or the Driver and instruct the Renter or the Driver to move or to collect the Rental Vehicle promptly and also to appear at the relevant police station at the expiration of the rental period or by the specific time instructed by the Company for completion of the legally required procedure, and the Renter or the Driver shall comply. If the police tow the Rental Vehicle, the Company may itself collect the Rental Vehicle from the police at its discretion.

3. After giving instructions to the Renter or the Driver in accordance with Article 18.2, the Company shall inquire into the status of the legally required procedure at its discretion by checking the traffic violation notice, payment notice, the receipt of a penalty, etc., and if the required procedure is not complete, the Company shall continue to give instructions in accordance with Article 18.2 to the Renter or the Driver until the procedure is completed. Furthermore, the Company shall require the Renter or the Driver to sign a specific document (hereinafter referred to as "Acknowledgement Letter") to the effect that the Renter or the Driver admits having illegally parked the Rental Vehicle, that the Renter or the Driver shall report to the police station and that the Renter or the Driver shall act in compliance with the related laws and regulations, and the Renter or the Driver shall comply accordingly.

4. If the Company deems necessary, the Company may cooperate with police in pursuit of the responsibility of the Renter or the Driver in connection with the illegal parking, taking such action as submitting to the police documents containing personal information, such as the Acknowledgement Letter or the rental vehicle certificate. The

Company may also take necessary legal measures such as submitting to Public Safety Commission documents containing personal information, including, but not limited to, a letter of explanation, the Acknowledgement Letter, the rental vehicle certificate and other documents set forth in Article 51.4.(6) of the Road Traffic Law and reporting the factual aspects of the illegal parking. The Renter or the Driver shall consent to such actions the Company may take.

5. In the event that the Company receives an order for payment of a violation fine for illegal parking in accordance with Article 51.4.(1) of the Road Traffic Law and pays such violation fine for illegal parking on behalf of the Renter or the Driver, or the Company pays any expenses for searching the Renter or the Driver or for the collection of the Rental Vehicle, the Company will claim the following amounts (hereinafter referred to as “Illegal Parking Related Expenses”) against the Renter or the Driver. In such case, the Renter or the Driver shall pay the Illegal Parking Related Expenses to the Company on or before the due date designated by the Company.

- 1) Amount equaling the violation fine for illegal parking.
- 2) Penalty for illegal parking separately specified by the Company.
- 3) Expenses for searching the Renter or the Driver or for towing, storing, collecting, etc. of the vehicle.

6. Either in the event that the Company receives an order for payment of a violation fine for illegal parking in accordance with Article 18.5 or the Renter or the Driver fails to make payment of the amount provided in Article 18.5 to the Company on or before the due date designated by the Company in accordance with such provision, the Company shall take measures such as registering the name, birthdate, driver’s license number, etc. of the Renter or the Driver on the information management system of the All Japan Rent-A-Car Association (hereinafter referred to as “All Japan Rent-A-Car System”).

7. If the Renter or the Driver is required to pay the penalty, etc. for illegal parking pursuant to the provisions of Article 18.1, and such Renter or the Driver does not comply with the Company’s instructions to complete the necessary procedure in accordance with Article 18.2 or the Company’s request to sign the Acknowledgement Letter in accordance with Article 18.3, and if the Company deems necessary, the Company may require that the Renter or the Driver pay an illegal parking fine separately prescribed by the Company (hereinafter referred to as “Illegal Parking

Fine”) to be allotted to the violation fine for illegal parking and the penalty for illegal parking set forth in Article 18.5.

8. Notwithstanding the provisions of Article 18.6, if the Company receives the entire amount of the Illegal Parking Charge and the expense provided in Article 18.5, item (3), the Company shall not take measures such as registration on the All Japan Rent-A-Car System as provided in Article 18.6, and shall delete any data already registered on the All Japan Rent-A-Car System.

9. If the Renter or the Driver has paid to the Company the entire amount required by the Company in accordance with Article 18.5, and the order for the payment of the violation fine for illegal parking is rescinded and the Company is refunded the violation fine for illegal parking due to subsequent payment of the penalty for such illegal parking by the Renter or the Driver, filing of prosecution, etc., or if the Renter or the Driver has voucher or receipt for paid off tickets, the Company shall return to the Renter or the Driver the amount equaling the violation fine for illegal parking out of the Illegal Parking Related Expenses already received. The same shall apply if the Company has received the Illegal Parking Fine in accordance with Article 18.7.

10. If registration is made on the All Japan Rent-A-Car System in accordance with Article 18.6, and the order for the payment of the violation fine for illegal parking is rescinded due to payment of the penalty, etc. or the entire amount required by the Company in accordance with Article 18.5 is paid to the Company, the Company shall delete any data registered on the All Japan Rent-A-Car System.

## **CHAPTER 5 RETURN**

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

The Renter or the Driver shall return to the Company the Rental Vehicle at the specified returning place at or before the expiration of the rental period.

2. The Renter or the Driver shall compensate the Company for all the damage caused to the Company if the Renter or the Driver is in violation of Article 19.1.

3. In the event that the Renter or the Driver fails to return the Rental Vehicle during the rental period due to a natural disaster or any other force majeure event, 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 the Company and follow the instructions given by the Company.

#### **Article 20 Check of the Rental Vehicle at the Time of Return, Etc.**

The Renter or the Driver shall return the Rental Vehicle in the presence of a representative of the Company. In such case, the Renter or the Driver shall return the vehicle in the same conditions as of the commencement of rental, except for ordinary wear and tear arising from normal use or consumption of electric vehicle battery and so on.

2. The Renter or the Driver, at the time of return of the Rental Vehicle, shall confirm that no articles belonging to the Renter or the Driver or any of the passengers have been left behind in the Rental Vehicle. The Company shall bear no responsibility for the storage of such articles after the completion of return of the Rental Vehicle.

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

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

#### **Article 22 Returning Place, Etc.**

If the Renter or the Driver changes the specified returning place in accordance with Article 12.1, the Renter or the Driver shall bear the extended expenses required for forwarding the Rental Vehicle due to the change of the returning place(drop-off fee) if the expenses are higher than the original expenses. Or, the shortfall will not be returned to the Renter or the Driver if the expenses are lower than the original expenses.

2. In the event that the Renter or the Driver returns the Rental Vehicle to any place other than the specified returning place without the consent of the Company under Article 12.1, the Renter or the Driver shall pay the penalty for changing the returning place as follows:

Penalty for Changing the Returning Place = Expenses required for forwarding the Rental Vehicle due to the change of the returning place x 200%.

#### **Article 23 Settlement of Car Rental Fees**

When the rental car is returned, the renter shall pay the rental fees in case there is an unpaid rental fee such as excess fee, incidental fee and gasoline fee.

2. If the rental car is returned without fuel (full fuel), the renter shall pay the fuel bill, in accordance with the price list prescribed separately by the Company.

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

In the event that the Renter or the Driver does not return the Rental Vehicle to the specified returning place after the expiration of the rental period, and if the Renter and the Driver fails to comply with the Company's request for return or if the Company determines that the Rental Vehicle is non-returnable because the whereabouts of the Renter is not known or due to other reasons, the Company may take legal measures including the filing of a criminal charge, and additionally may report such fact of non-return to the All Japan Rent-A-Car Association and take measures such as registration on the system of All Japan Rent-A-Car Association.

2. In case of non-return of the Rental Vehicle as provided in Article 24.1, the Company shall take all necessary measures to locate the said vehicle, including but not limited to, contacting families and relatives of the Renter or the Driver, as well as people in the offices where the Renter or the Driver work, or operating GPS, etc.

3. In case Article 24.1 becomes applicable, the Renter or the Driver shall be liable for all the damages incurred by the Company pursuant to Article 29, and additionally shall bear all the expenses the Company may have to incur for the collection of the Rental Vehicle and for the search of whereabouts of the Renter or the Driver. In this case, the Company shall bear no responsibility for the things left behind in the Rental Vehicle.

4. In case Article 24.1 becomes applicable, the Renter or the Driver agrees on in advance that without consent of the Renter or the Driver, the Company can collect the Rental Vehicle. On collecting the Rental Vehicle, there is no objection regardless of the civil or criminal proceedings and so on.

## **CHAPTER 6 MEASURES IN CASE OF BREAKDOWNS, ACCIDENTS OR THEFTS**

### **Article 25 Measures in Case Breakdowns Are Found**

If the Renter or the Driver detects any abnormality or breakdown of the Rental Vehicle during the period of use of the Rental Vehicle, the Renter or the Driver shall immediately discontinue operation and contact the Company and at the same time follow instructions given by the Company.

#### **Article 26 Measures in Case of Accidents**

In the event that the Rental Vehicle is involved in any accident during the period of use of the Rental Vehicle, the Renter or the Driver shall immediately discontinue operation and take measures required by laws and regulations regardless of whether the accident is serious or not, and shall further take the following measures:

- 1) Immediately report to the Company on the situation of the accident and follow instructions given by the Company.
- 2) If the Rental Vehicle is to be repaired based on instructions given by the Company as provided under Article 26.1(1), such repair shall be performed at the Company or at the repair facility designated by the Company, unless the Company agrees otherwise.
- 3) Cooperate with the Company and the insurance company with which the Company has entered into a contract in the investigation of the accident, and submit without delay the necessary documents, etc.
- 4) If entering into settlement or other agreement with the counterparty with respect to the accident, obtain prior consent of the Company.

2. In addition to taking measures provided in Article 26.1, the Renter or the Driver shall handle the accident and solve the matter on his/her own responsibility.

3. The Company shall furnish the Renter or the Driver with advice on the handling of the accident, and cooperate with the Renter or the Driver in solving the accident.

#### **Article 27 Measures in Case of Theft**

The Renter or the Driver shall take the following measures in the event that the Rental Vehicle is stolen or otherwise damaged during the period of use of the Rental Vehicle.

- 1) Immediately report to the nearest police.
- 2) Immediately notify the Company of the situation of the damage, etc. and follow the instructions given by the Company.

- 3) Cooperate with the Company and the insurance company with which the Company has entered into a contract in the investigation of the theft and other damages, and submit without delay the necessary documents, etc.

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

In the event that the Renter or the Driver cannot continue using the Rental Vehicle due to breakdown, accident, theft or any other cause (hereinafter referred to as "Breakdown, etc.") during the period of use of the Rental Vehicle, the Rental Agreement shall terminate.

2. In case of Article 28.1, the Renter or the Driver shall bear the costs for collection, repair, etc. of the Rental Vehicle, and the Company shall not return to the Renter or the Driver the rental charge received. The Renter shall bear the cost that is unpaid when the rental fee is postpaid due to the special agreement or the extension of the renting period, etc. Provided, however, that this shall not apply where the Breakdown, etc. is due to causes stipulated in Articles 28.3 or 28.5.

3. In the event that the Breakdown, etc. is caused by defects of the Rental Vehicle existing prior to its delivery to the Renter, a new Rental Agreement shall be deemed to have been executed, and the Renter may be provided with a Substitute Vehicle from the Company. Article 5.2 shall apply mutatis mutandis with regard to the rental conditions of the Substitute Vehicle.

4. In the event that the Renter is not provided the Substitute Vehicle under Article 28.3, the Company shall return to the Renter the rental charge received in full. The same shall apply if the Company is unable to provide a Substitute Vehicle.

5. In the event that the Breakdown, etc. is due to causes not attributable to the Renter, the Driver or the Company, the Company shall return to the Renter the remaining balance of the rental charge received after deducting the portion of the rental charge which corresponds to the period from the commencement of rental to the termination of the Rental Agreement.

6. During the rental term, the Rental Agreement shall terminate at the time that the use of the Rental Vehicle is no longer possible, when it is no longer possible to use the

Rental Vehicle due to natural disasters or other force majeure, accidents which cannot be attributed to the Renter.

7. In case Article 28.6 becomes applicable, the Renter shall immediately inform the Company to such effect. The Renter shall pay the Company a rental fee corresponding to the period during which the Rental Vehicle could be used. However, excluding cases already fully received.

8. Except for the measures set forth in this Article 28, the Renter or the Driver shall make no other claims against the Company with respect to damages or losses arising out of the unavailability of the Rental Vehicle.

## **CHAPTER 7 COMPENSATION AND INDEMNIFICATION**

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

In the event that the Renter or the Driver causes damages to a third party or the Company during the period of use of the Rental Vehicle, the Renter or the Driver shall be liable for compensation of such damages except for damages caused by reasons attributable to the Company.

2. Among the damages to the Company provided in Article 29.1, the Renter or the Driver shall compensate the Company in accordance with the provisions of the price list or indemnify the business for damages resulting from the loss of use of the Rental Vehicle due to accident or theft, or breakdown, defacement or odor of the Rental Vehicle due to causes attributable to the Renter or the Driver, and the Renter or the Driver shall pay such amounts.

### **Article 30 Insurance and Indemnification**

In the event that the Renter or the Driver is liable for compensation as stipulated in Article 29.1, insurance payment or indemnification payment shall be paid in accordance with the liability insurance contract which the Company has executed with regard to the Rental Vehicle or the Company's indemnification system, but not exceeding the following limits:

- 1) Bodily Injury/Death:  
Per Person-Unlimited (including automobile liability insurance policy)
- 2) Property Damage:  
Per Accident - Unlimited (Deductible/¥50,000)

3) Rented Vehicle:

Per Occurrence-Market Value (You might be charged for ¥50,000 in general or ¥100,000 for minibuses, 2t Long; Aluminum; Dump; 2t Long Aluminum and 2t Long Wide)

4) Personal Injury Protection Coverage:

Per Person - You will get Maximum ¥30 Million x Number of Seats as compensation.

Per Person - Maximum ¥30 Million

When applying Personal Injury Protection Coverage, it is absolutely necessary to report the injury to the police and take regular treatment by the doctor.

In other cases, the insurance payment or indemnification payment shall be paid in accordance with the liability insurance contract of the Company.

2. The insurance payment or indemnification payment as set forth in Article 30.1 will not be paid if any of the exemption clauses in the liability insurance or indemnification policy is applicable.

3. Except for the case of special agreement, the Renter or the Driver shall bear any damages for which insurance payment or indemnification payment is not paid, or damages in excess of such insurance payment or indemnification payment as payable under Article 30.1 (damage calculated by insurance company based on insurance policy). Provided, however, that for damages caused by a disaster which has been designated as Disaster of Extreme Severity pursuant to Article 2 of the Act Regarding Special Financial Measures, Etc. for the Purpose of Dealing with Disaster of Extreme Severity (Law No. 150 of 1962) (hereinafter referred to as "Disaster of Extreme Severity") or similar damages caused by natural disasters, if such damages are related to a Rental Vehicle which are demolished, destroyed or otherwise incurring damages within the area designated as a Disaster of Extreme Severity, the Renter or the Driver shall not be required to indemnify for such damages unless there is willful intent or gross negligence on the part of the Renter or the Driver with respect to such damages.

4. If the Company has paid for the damages to be borne by the Renter or the Driver, the Renter or the Driver shall immediately repay such amount to the Company.

5. An amount equivalent to the insurance premium for the liability insurance contract prescribed in Article 30.1 or an amount equivalent to the subscription fee for relevant insurance of the Company shall be included in the rental fee.

6. The liability insurance and the indemnification system will not apply to the damage caused by accidents that not notified to the police and each of our stores, accidents corresponding to the disclaimer clause of the liability insurance contract, accidents that occurred under Article 9.1(1) to Article 9.1(5), Article 9.2(1), or Article 17.1(1) to Article 17.1(12) after renting, or accidents that occurred in the extension of the renting period without permission.

## **CHAPTER 8 TERMINATION OF THE RENTAL AGREEMENT**

### **Article 31 Termination of the Rental Agreement**

If the Renter or the Driver, during the period of use of the Rental Vehicle, falls under any of the following items, the Company may terminate the Rental Agreement without any notification or reminder whatsoever and immediately demand that the Renter or the Driver return the Rental Vehicle. In such case, the Company shall not return the rental charge received to the Renter.

- 1) The Renter or the Driver violates these Terms and Conditions.
- 2) The reason for an accident is attributable to the Renter or the Driver. Or the rental car is damaged or break down.
- 3) The Renter or the Driver falls under any of the cases stipulated in Article 9.1.

### **Article 32 Halfway Cancellation**

Even during the period of use of the Rental Vehicle, the Renter may terminate the Rental Agreement upon obtaining the consent of the Company, returning the Rental Vehicle and payment of the halfway cancellation charge provided in Article 32.2. In such case, the Company shall return to the Renter the remaining balance of the rental charge received after deducting the portion of the rental charge which corresponds to the period from the commencement of rental to the return of such amount.

2. When terminating the Rental Agreement in accordance with Article 32.1, the Renter shall pay to the Company the following halfway cancellation charge:

Halfway Cancellation Charge = [(rental rate corresponding to the total rental period) minus (rental rate corresponding to the period from the commencement of rental to the cancellation of such amount)] x 50%

## **CHAPTER 9 PERSONAL INFORMATION**

### **Article 33 Purpose of Use of Personal Information**

The Company obtains and makes use of personal information of the Renter or the Driver for the following purposes.

- 1) For the purpose of performing the legally required particulars as condition for the business permit, including but not limited to preparing the rental vehicle certificate at the time of execution of the Rental Agreement, as an authorized business operator of vehicle renting business pursuant to Article 80.1 of the Road Transport Law.
- 2) For the purpose of introducing rental cars, used cars and other products offered by the Company, rendering related services, etc., and notifying the holding of various events, campaigns, etc. through methods such as sending promotional materials, E-mails, etc. to the Renter or the Driver.
- 3) For the purpose of verifying the identification or screening of the Renter or the Driver upon the execution of the Rental Agreement.
- 4) For the purpose of carrying out a questionnaire campaign by mail, phone, e-mail, etc., so as to plan and develop new products to be offered by the Company or to study ways to enhance customer satisfaction.
- 5) For the purpose of statistically collecting and analyzing personal information and preparing statistical data bases customized to a form that is unable to recognize or specify an individual.
- 6) For the purpose of providing the following personal information in writing or by electronic media to group companies and affiliates. However, Company will stop provision of information to third parties upon a customer's request.  
Items to provide: Address, name, birthday, phone number, information on dealings with customers.

2. The Company will specify the specific purposes in advance if the Company intends to obtain personal information of the Renter or the Driver for any purpose not stated in any of the items in Article 33.1.

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

If the Renter or the Driver falls under any of the following items, the Renter or the Driver consents to the personal information of the Renter or the Driver, including but not limited to the name, birthdate, driver's license number being registered on the

system of All Japan Rent-A-Car for a period not exceeding 7 years, and such information being used for the purpose of screening upon the execution of Rental Agreements by the All Japan Rent-A-Car Association, the respective local Rent-A-Car Associations and the respective member vehicle renting companies of such Associations.

- 1) If the Company is ordered the payment of the violation fine for illegal parking pursuant to Article 51.4(1) of the Road Traffic Law.
- 2) If the entire amount of the Illegal Parking Related Expenses provided in Article 18.5 is not paid to the Company.
- 3) If it is determined that a non-return provided in Article 24.1 has occurred.

## **CHAPTER 10 MISCELLANEOUS**

### **Article 35 Set-Off**

In the event that the Company owes any monetary obligation to the Renter or the Driver under these Terms and Conditions, the Company may at any time set-off such monetary obligation against the monetary obligation which the Renter or the Driver owes to the Company.

### **Article 36 Consumption Tax and Local Consumption Tax**

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

### **Article 37 Default Charge**

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

### **Article 38 Subsidiary Rules**

The Company may separately prescribe the subsidiary rules of these Terms and Conditions, and such subsidiary rules shall have the same effect as these Terms and Conditions.

2. If the Company separately prescribes the subsidiary rules, the Company shall display them at its rental offices and post them in the brochures issued by the

Company, the price list, etc. The same shall apply to any change to the subsidiary rules.

#### **Article 39 Prior Application of the Version in Japanese**

In the event of any discrepancy of the Terms and Conditions between the Japanese version and the English translation, the Japanese version shall prevail.

#### **Article 40 Agreement on Competent Court**

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

#### **SUPPLEMENTARY PROVISIONS**

These Terms and Conditions shall be effective from August 1, 2024.