

Nissan Rent-A-Car Rental Agreement

Chapter 1 General Rules

Article 1 (Application of Rental Agreement)

- The lessor (hereinafter referred to as "the Company") shall deliver a rental car (hereinafter referred to as the "Rent-A-Car") to the lessee as specified in this rental agreement (hereinafter referred to as the "Rental Agreement"), and the lessee shall rent the Rent-A-Car.
If the lessee designates a driver other than the lessee pursuant to paragraph Paragraph 3 of Article 8, the lessee shall make that driver aware of, and comply to with the portions of the rental agreement relevant to the driver. Any matters not set forth in the rental agreement shall be governed by the Important Information, the bylaws set forth in Article 42, laws and regulations, or general customs.
- The Company may make special provisions within a scope that does not violate the Rental Agreement, the Important Information, the content and purpose of bylaws, laws and regulations, administrative notices, or general customs. When applying the special provisions, the special provisions shall take priority over the Rental Agreement.

Chapter 2 Reservation

Article 2 (Application for Reservation)

- To rent the Rent-A-Car, the lessee may apply for a reservation after consenting to the schedule of fees prescribed by the Company by clearly specifying the following beforehand in the manner prescribed by the Company: vehicle type, purpose of use, rental start date and time, rental location, rental period, return location, driver, any required accessories such as child safety seat, etc. and other rental conditions (hereinafter referred to as "Rental Conditions").
- When the lessee applies for a reservation, the Company shall, in principle, accept the reservation within the scope of the Rent-A-Cars owned by the Company. In this case, the lessee shall pay the application fee prescribed by the Company unless otherwise approved by the Company.

Article 3 (Change of Reservation)

The lessee shall obtain the consent of the Company beforehand when changing the Rental Conditions set forth in Paragraph 1 of the preceding Article before concluding the rental contract (hereinafter referred to as the "Rental Contract").

Article 4 (Cancellation of Reservation)

- The lessee may cancel a reservation in the manner of prescribed by the Company.
- If the lessee does not start the procedure for concluding the Rental Contract even if more than 1 hour has passed since the reserved rental start time, the reservation shall be deemed to be canceled unless otherwise approved by the Company.
- In cases set forth in the preceding Paragraph, the lessee shall immediately pay the cancellation fee described below to the Company. When the cancellation fee has been paid, the Company shall refund the received application fee to the lessee.

7 or more days prior to rental start date	3-6 days prior to rental start date	1-2 days prior to rental start date	On the day of rental start date or after
Free of charge	20% of Base fee	30% of Base fee	50% of Base fee

- If the reservation is canceled or the Rental Contract is not concluded due to its own circumstances, the Company shall refund the received application fee and pay a penalty based on the Cancellation Fee set forth in the preceding Paragraph.
- If the Rental Contract is not concluded due to an accident, theft, not-return, recall, natural disaster, or any other reason not attributable to either the lessee or the Company, the reservation shall be deemed to be canceled. In such cases, the Company shall refund the received application fee to the lessee.

Article 5 (Alternative Rent-A-Car)

- If the Company is unable to rent a vehicle of the type of Rent-A-Car reserved by the lessee, the Company may offer to rent a vehicle of a different type (hereinafter referred to as the "Alternative Rent-A-Car").
- If the lessee accepts the offer set forth in the preceding Paragraph, the Company shall deliver the Alternative Rent-A-Car to the lessee under the same Rental Conditions except for the vehicle type. In such cases, the rental fee shall be for either the Alternative Rent-A-Car or the originally reserved vehicle, whichever is lower.
- If the lessee declines the offer for the Alternative Rent-A-Car set forth in Paragraph 1, the reservation shall be deemed to be canceled.
- In cases set forth in the preceding Paragraph, if the reason for being unable to rent a vehicle in Paragraph 1 is attributable to the Company, Paragraph 4 of Article 4 shall apply mutatis mutandis. If said reason is not attributable to the Company, Paragraph 5 of Article 4 shall apply mutatis mutandis.

Article 6 (Exemption)

The Company and the lessee shall not mutually make any claim in regard to the cancellation of the reservation or the failure to conclude the Rental Contract except for the cases set forth in Articles 4 and 5.

Article 7 (Agent for Reservation Service)

- The lessee may apply for a reservation through a travel agent or affiliated company, etc. (hereinafter referred to as the "Agent") that handles reservations on behalf of the Company.
- A lessee who applies for a reservation through the Agent as set forth in the preceding Paragraph may apply for a change or cancellation of the reservation only through the Agent and shall obtain the approval of the Company through the Agent regarding the change of the reservation.

Chapter 3 Rental

Article 8 (Conclusion of Rental Contract)

- The lessee shall clearly specify the Rental Conditions set forth in Paragraph 1 of Article 2, and the Company shall clearly specify the Rental Conditions in the Rental Agreement or schedule of fees, etc. and conclude the Rental Contract accordingly. However, this shall not apply in cases where the lessee or the driver falls under any of the Items of Paragraph 1 or Paragraph 2 of Article 9.
- When the Rental Contract is concluded, the lessee shall pay the rental fee set forth in Paragraph 1 of Article 11 to the Company. If the lessee utilizes a discount ticket or coupon issued by the Agent (hereinafter referred to as a "Coupon"), etc. the lessee must show or submit said item to the Company upon concluding the Rental Contract.
- The company shall require the lessee, based on an official notice from the Ministry of Land, Infrastructure, Transport and Tourism, to present a driver's license issued to the driver designated by the lessee (hereinafter referred as "the driver") and submit a copy thereof when concluding the Rental Contract in order to record the driver's name, address, license type and number or to attach a copy of the driver's license to the rental book (rental slip) and rental certificate set forth in Paragraph 1 of Article 14. Upon receiving said request, the lessee shall present a driver's license of his/her own to the company if he/she is to be the driver, or if the driver is different from the lessee, present a driver's license issued to the driver and submit a copy thereof.
- When concluding the Rental Contract, the Company may require the lessee and the driver to submit documents to verify their identities in addition to their driver's licenses and may make copies thereof.
- When concluding the Rental Contract, the Company shall request notification of the mobile phone number(s), etc. for contacting the lessee and the driver.
- When concluding the Rental Contract, the Company shall request the lessee to pay by either credit card, cash, or other method of payment as designated by the Company.
- When renting or returning the Rent-A-Car, the lessee shall pay by credit card, cash, or other method of payment as set forth in the preceding Paragraph.

Article 9 (Refusal to Conclude the Rental Contract)

- The Rental Contract shall not be concluded if the lessee or the driver falls under any of the following Items.
 - Does not possess the driver's license required to drive a Rent-A-Car or does not present the driver's license or submit a copy thereof to the Company.
 - Is deemed to be under the influence of alcohol.
 - Is deemed to be having symptoms of an addiction to drugs, stimulants, paint thinners, etc.
 - Is transporting an infant under 6 years of age without a child safety seat.
 - Is deemed to be a member of an organized crime group, a member of an organization related to organized crime, or belonging to any other antisocial force.
- The Company may refuse to conclude the Rental Contract if any of the following cases apply to either the lessee or the driver.
 - When the driver specified upon reservation differs from the driver upon conclusion of the Rental Contract.
 - When a request stipulated in Paragraphs 4 to 6 of Article 8 is not complied with.
 - When there is a fact that the rental fee or other obligations to the Company have been delinquent in a past rental.
 - When any act listed in the Items of Article 17 has occurred in a past rental.
 - When there is a fact subject to reporting of unpaid expenses related to abandoned parking violations or reporting of no-return damage to the All Japan Rent-A-Car Association based on Paragraph 7 of Article 18 or Paragraph 1 of Article 26 in a past rental (including rentals by other car-rental companies).
 - When automobile insurance was not applied in a past rental.
 - When the driver or lessee uses violent actions or words against the Company, employees, or other related parties regarding transactions with the Company or when making a demand that exceeds the scope of a reasonable burden.
 - When the driver or lessee spreads false information or tarnishes the credibility of the Company using fraudulent or forcible power or obstructing the Company's business.
 - When other conditions prescribed by the Company are not satisfied.
- In cases set forth in the preceding Paragraph, if a reservation had been completed with the lessee, the reservation shall be considered to be canceled, and the lessee shall immediately pay the Cancellation Fee designated by the Company. When the Cancellation Fee has been paid by the lessee, the Company shall refund the received application fee to the lessee.

Article 10 (Completion of Rental Contract, etc.)

- The rental contract shall be completed when the payment method of the rental fee in Paragraph 7 of Article 8 has been agreed to and the Company has delivered the Rent-A-Car to the lessee. In this case, the received application fee and the amount equivalent to the face value of the Coupon submitted by the lessee to the Company shall be applied as part of the rental fee.
- The delivery set forth in the preceding Paragraph shall be carried out at the rental location and at the rental start date and time specified in Paragraph 1 of Article 2.

Article 11 (Rental Fee)

- Rental fees shall mean the total amount of the following fees. The Company shall indicate each amount or basis for calculation thereof in the schedule of fees.
 - Base fee
 - Optional equipment fee
 - One-way drop-off fee
 - Vehicle dispatch and collection fee
 - Other fees prescribed by the Company
- The Base fee shall be based on the fee that the Company reports to the branch director of District Transport Bureau (in Hyogo prefecture, the Hyogo Land Transport Manager of Kobe District Transport Bureau, and in Okinawa prefecture, the Land Transport Office Manager of Okinawa General Bureau; the same shall apply hereinafter in Paragraph 1 of Article 14.) at the time of rental and implements accordingly.
- If the Company amends the Rental Fee after making a reservation as set forth in Article 2, The Rental Fee shall be either Rental Fee at either the time of reservation or the time of rental, whichever is lower.

Article 12 (Change of Rental Conditions)

- If the lessee changes the Rental Conditions stipulated in the Rental Contract after the Rental Contract is concluded, the lessee shall obtain the prior consent of the Company.
- The Company may not consent to the change of the Rental Conditions in the preceding Paragraph if said change causes a hindrance to the Company's rental operations.

Article 13 (Inspection, Maintenance, and Confirmation)

- The Company shall deliver the Rent-A-Car that has undergone necessary maintenance after the inspections set forth in Paragraph 2 of Article 47 (Daily Inspection and Maintenance) and Article 48 (Regular Inspection and Maintenance) of the Road Trucking Vehicle Law.
- The lessee or the driver shall confirm that the inspection and maintenance set forth in the preceding Paragraph was implemented, that the Rent-A-Car has no faults on the exterior of the vehicle body or equipment based on the inspection table prescribed by the Company, and that the Rent-A-Car meets the Rental Conditions.
- If faulty maintenance on the Rent-A-Car is found as a result of the confirmation set forth in the preceding Paragraph, the Company shall immediately implement the necessary maintenance.
- The child safety seat shall be properly installed by the lessee or the driver at his/her own risk, and the Company shall not be liable for the installation of the child safety seat.

Article 14 (Issuance and Carrying of Rental Certificate)

- When the Rent-A-Car is delivered, the Company shall issue to the lessee or the driver a prescribed rental certificate indicating items stipulated by the branch director of District Transport Bureau.
- The lessee or the driver must carry the Rental Certificate issued pursuant to the preceding Paragraph from the time the Rent-A-Car is delivered to the time the Rent-A-Car is returned to the Company (hereinafter referred to as the "period of use").
- If the lessee or the driver loses the Rental Certificate, he/she shall immediately notify the Company and follow the instructions of the Company.
- When the lessee or the driver returns the Rent-A-Car to the Company, he/she shall return the Rental Certificate at the same time.

Chapter 4 Use

Article 15 (Responsibility)

The lessee or the driver shall use and maintain the Rent-A-Car with the duty of care of a good manager during the period of use.

Article 16 (Daily Inspection and Maintenance)

The lessee or the driver must inspect the Rent-A-Car in use before using it every day as set forth in Article 47-2 (Daily Inspection and Maintenance) of the Road Vehicle Trucking Law and must conduct the necessary maintenance.

Article 17 (Prohibited Acts)

- The lessee and the driver may not commit the following acts during the period of use.
 - Using the Rent-A-Car for the automobile transportation business or similar purpose without obtaining the consent of the Company and permission based on the Road Transportation Law.
 - Using the Rent-A-Car for a purpose other than the specified purpose or allowing someone other than the driver set forth in the Rental Certificate in Article 14 or someone other than the driver permitted by the company to drive the Rent-A-Car.
 - Committing any acts that may infringe on the Company's rights, such as subleasing the Rent-A-Car as collateral.
 - Modifying the original condition of the Rent-A-Car by forgery or alteration of the Vehicle registration number plate or vehicle number plate or remodeling or refurbishing the Rent-A-Car, etc.

- Using the Rent-A-Car for various tests or competitions or towing or pushing other vehicles without obtaining the consent of the Company.
- Using the Rent-A-Car in violation of laws and regulations or public order and morals.
- Taking out damage insurance (non-life insurance) for the Rent-A-Car without obtaining the consent of the Company.
- Taking the Rent-A-Car out of Japan.
- Damaging or defacing an electric vehicle or charger through improper handling.
- Committing acts that violate other Rental Conditions. (If the Rental Conditions were changed with the consent of the Company based on Paragraph 1 of Article 12, the changed Rental Conditions shall apply.)

Article 18 (Measures in Case of Illegal Parking)

- If the lessee or the driver parks the Rent-A-Car illegally as stipulated in the Road Traffic Act during the period of use, he/she shall appear at the police station that has jurisdiction over the area where the Rent-A-Car was parked illegally and immediately pay the penalties for illegal parking, etc. and bear expenses for towing, storing, and collection, etc. arising from the illegal parking.
- If the Company receives information from the police as to abandoned parking violations of the Rent-A-Car, the Company shall contact the lessee or the driver to instruct them to move the vehicle promptly and to appear at the police station that has jurisdiction over the area where the vehicle was parked illegally and handle the violation by the time of rental period expiration or by the due date designated by the Company. The lessee or the driver shall follow the instructions of the Company. The Company may collect the Rent-A-Car, at its own discretion, if the Rent-A-Car is moved by the police.
- After giving instructions as set forth in the preceding Paragraph, the Company shall, at its own discretion, confirm the status of the violation proceedings by means of a traffic violation notice, payment notice, or copy notice, etc. If the lessee or the driver has not processed the violation, the lessee shall immediately pay to the Company the penalty for parking violation prescribed by the Company.
- In addition, when the Company deems it necessary, the Company shall require the lessee or the driver to sign a document prescribed by the Company on which he/she acknowledges the fact of the abandoned parking violation and report to the police and follow the legal procedures for violators (hereinafter referred to as the "Acknowledgement Letter"). Until the processing of the violation is complete, the instruction set forth in the preceding Paragraph shall be implemented, and the lessee or the driver shall comply therewith.
- When the Company deems it necessary, the Company may provide cooperation to take action to enforce liability for abandoned parking violations against the lessee or the driver by submitting materials including personal information such as the Acknowledgement Letter, Rental Certificate, etc. to the police. In addition, the Company may take necessary measures such as submitting materials of explanation, the Acknowledgement Letter, and the Rental Certificate set forth in Item 6 of Paragraph 4 of Article 51 of the Road Traffic Act to the Public Safety Commission and report the relevant facts accordingly.
- If the Company receives an order to pay a penalty for an abandoned vehicle violation based on Paragraph 1 of Article 51-4 of the Road Traffic Act and pay a penalty for an abandoned vehicle violation or the Company bears the expenses required for searching for the lessee or the driver (hereinafter referred to as "search expenses, etc.") or bears the expenses required for the towing, storing, and collection of the Rent-A-Car, etc., the lessee shall accept liability for indemnification to the Company for the amount equivalent to the penalty for abandoned vehicle violation and search expenses, etc. borne by the Company and shall pay the amount in full by the date specified by the Company. However, if the lessee has paid a penalty for a parking violation set forth in Paragraph 3 to the Company, he/she shall accept liability for indemnification only for the search expenses, etc.
- In cases where the lessee has paid a penalty for parking violation set forth in Paragraph 3 or the amount equivalent to a penalty for an abandoned vehicle violation set forth in the preceding Paragraph to the Company, if the order to pay a penalty for abandoned vehicle violation is revoked due to the lessee paying a penalty or being prosecuted and the Company receives a refund of the penalty for abandoned vehicle violation, the Company shall refund the penalty for parking violation paid by the lessee or an amount equivalent to the refunded penalty for abandoned vehicle violation minus any unpaid search expenses, etc. to the lessee. The lessee shall bear the expenses for refund.
- If the Company is ordered to pay a penalty for an abandoned vehicle violation set forth in Paragraph 5 or the lessee fails to pay the full claim amount set forth in Paragraph 5 by the due date designated by the Company, the Company shall take measures by submitting the name, address, and driver's license number, etc. of the lessee as a report of the unpaid expenses related to the abandoned parking violation to the All Japan Rent-A-Car Association (including registering said information in the association's database system). If the lessee has paid the full amount claimed set forth in Paragraph 5 to the Company, the Company shall not report the unpaid expenses related to the abandoned parking violation to the All Japan Rent-A-Car Association or shall rescind the report that has been made pertaining to the unpaid expenses related to the abandoned parking violation.

Article 19 (GPS Function)

- The lessee and the driver shall agree that the Rent-A-Car may have a global positioning system (hereinafter referred to as the "GPS function") and that the current location, traffic route, etc. of the Rent-A-Car shall be recorded in the system prescribed by the Company. The lessee and the driver shall also agree that the Company shall use the recorded information for the following purposes.
 - To confirm that the Rent-A-Car has been returned to the designated location at the end of the Rental Contract.
 - To confirm the current location of the Rent-A-Car when in cases that fall under Paragraph 1 of Article 26 or when it is deemed necessary for the management of the Rent-A-Car or the fulfillment of the Rental Contract.
 - For the purposes of marketing analysis to improve the quality of products and services provided to the lessee and the driver and to improve customer satisfaction.
- The lessee and the driver shall agree to disclose the information recorded by the GPS function set forth in the preceding Paragraph to the extent necessary when the Company is requested to disclose said information based on laws and regulations or receives a disclosure order from a court, government agency, or other public institution.

Article 20 (Dashboard Camera)

- The lessee and the driver shall agree that the Rent-A-Car may be equipped with a dashboard camera, that the driving conditions of the lessee and the driver may be recorded, and that the Company may use the recorded information for the following purposes.
 - To assess situational information in the case of an accident.
 - To confirm the driving conditions of the lessee and the driver when it is deemed necessary for the management of the Rent-A-Car or the fulfillment of the Rental Contract.
 - For the purposes of marketing analysis to improve the quality of products and services provided to the lessee and the driver and to improve customer satisfaction.
- The lessee and the driver shall agree to disclose the information recorded by the dashboard camera set forth in the preceding Paragraph to the extent necessary when the Company is requested to disclose said information based on laws and regulations or receives a disclosure order from a court, government agency, or other public institution.

Chapter 5 Return

Article 21 (Responsibility for Return)

- The lessee and the driver shall return the Rent-A-Car and optional equipment to the Company at the designated return location by the time of the expiration of the rental period. (If the rental period and/or return location was changed with the consent of the Company based on Paragraph 1 of Article 12, the changed rental period and/or return location shall apply.)

- If the lessee or the driver violates the provision set forth in the preceding Paragraph, (except when the violation in question is due to a natural disaster, force majeure, etc.) the lessee shall pay a difference between the Rental Fee corresponding to the period from the start of the rental period to the return of the Rent-A-Car and optional equipment or the amount obtained by adding the excess fee specified by the Company to the Rental Fee corresponding to the rental period, whichever is lower, in addition to the paid Rental Fee, to the Company.
- If the lessee or the driver is unable to return the Rent-A-Car and optional equipment within the rental period due to a natural disaster or force majeure, the lessee shall not be liable for damages caused to the Company by the delayed return. In such cases, the lessee or the driver shall immediately contact the Company and follow the instructions of the Company.

Article 22 (Checking of the Vehicle upon Return)

- The lessee or the driver shall return the Rent-A-Car and optional equipment in the presence of the Company after replenishing the vehicle's gasoline, etc. In such cases, the Rent-A-Car shall be returned in the state at the time of delivery except for any abrasions caused by normal use, battery drain (for electric vehicles), etc.
- The lessee or the driver shall return the Rent-A-Car and optional equipment after confirming that no belongings of the lessee, driver, or passenger remain inside the Rent-A-Car.

Article 23 (Extra Fee for Rental Extension)

In cases where the lessee extends the rental period with the consent of the Company based on Paragraph 1 of Article 12, the lessee shall pay the difference between the Rental Fee corresponding to the rental period after extension or the amount obtained by adding the excess fee specified by the Company to the Rental Fee corresponding to the rental period before extension, whichever is lower, in addition to the paid Rental Fee, to the Company when the Rent-A-Car is returned.

Article 24 (Change of Return Location)

- If the lessee changes the designated return location pursuant to Paragraph 1 of Article 12, the lessee shall bear the required expenses for the collection caused by the change of the return location.
- If the lessee returns the Rent-A-Car to a location other than the designated return location without obtaining the consent of the Company pursuant to Paragraph 1 of Article 12, the lessee shall pay a penalty for changing the return location, prescribed separately.
Method of calculating the penalty for a change of return location:
Expenses required for transporting the vehicle back to the original location due to the change x 200%

Article 25 (Checkout)

- If the lessee has any unsettled fee, such as an extra fee for a rental extension, a one-way drop-off fee, a penalty for changing the return location, etc. (hereinafter referred to as an "unsettled fee"), the lessee shall immediately pay the unsettled fee when returning the Rent-A-Car.
- If fuel such as gasoline has not been replenished as of the return of the Rent-A-Car, the lessee shall immediately pay to the Company the amount calculated by the conversion table prescribed by the Company according to the mileage during the period of use (hereinafter referred to as the "fuel service charge").

Article 26 (Measures If Not Returned)

- If the lessee or the driver does not return the Rent-A-Car and optional equipment to the designated return location despite the rental period having expired and he/she does not comply with the Company's request for the Rent-A-Car, the Company shall deem that the Rent-A-Car and optional equipment have not been returned. In addition to the corresponding civil and criminal legal procedures, the Company shall take measures such as reporting the name, address, and driver's license number, etc. of the lessee (or the driver) to the All Japan Rent-A-Car Association as a non-return damage report (including registering said information in the association's database system)
- In cases that fall under the preceding Paragraph, the Company shall take necessary measures such as conducting interviews with the lessee's or the driver's family, relatives, or workplaces or activating the vehicle-location system to determine the actual location of the Rent-A-Car and optional equipment.
- In cases that fall under Paragraph 1, the lessee shall pay the Company the amount equivalent to the Rental Fee corresponding to the period from the time of rental period expiration to the time the Company's collection of the Rent-A-Car and optional equipment. As set forth in Article 31, the lessee shall accept liability for indemnification for the damages caused to the Company (including the expenses required for searching for and collecting the Rent-A-Car and searching for the lessee or the driver)

Chapter 6 Measures in Case of Breakdown, Accident, or Theft

Article 27 (Breakdown)

- If the lessee or the driver finds a defect or experiences a breakdown of the Rent-A-Car during a period of use, he/she shall immediately stop driving the vehicle, contact the Company, and follow the instructions of the Company.

Article 28 (Accident)

- If an accident related to the Rent-A-Car occurs during the period of use, the lessee or the driver shall immediately stop driving, take legal measures regardless of the size of the accident, and take the measures specified below.
 - Immediately report the details of the accident to the Company and follow the instructions of the Company.
 - If the Rent-A-Car needs to be repaired based on the instructions stipulated in the previous item, it should be repaired at Company facilities or a shop designated by the Company, unless otherwise approved by the Company.
 - Cooperate with the accident-related investigations by the Company and insurance companies with which the Company has contracts and submit all documents requested by the Company without delay.
 - Obtain the prior consent of the Company when making a settlement or other agreement with the other party regarding the accident.
- In addition to taking the measures set forth in the preceding Paragraph, the lessee or the driver shall handle and resolve the accident on his/her own responsibility.
- The Company shall advise the lessee or the driver on the handling of the accident and cooperate with him/her in resolving the matter.
- The Company shall record the situation when an impact or sudden stop occurs in a vehicle equipped with in-vehicle accident recording device for the purpose of assessing the situation at the time of the accident.
- The Company shall take measures such as verifying the records set forth in the preceding Paragraph when doing so is deemed necessary.

Article 29 (Theft)

- The lessee or the driver shall take the following measures if the Rent-A-Car is stolen or incurs damage during the period of use.
 - Notify the nearest police station immediately.
 - Notify the Company of the damage situation immediately and follow the instructions of the Company.
 - Cooperate with investigation into the theft or other damages by the Company and insurance companies with which the Company has contract and submit all documents requested by the Company without delay.

Article 30 (Termination of Rental Contract Due to Unusable Vehicle)

- If the Rent-A-Car becomes unusable during the period of use due to a breakdown, accident, theft, or other reasons (hereinafter referred to as a "breakdown, etc."), including when the standards stipulated by laws and regulations such as the Road Trucking Vehicle Law are not met), the Rental Contract shall be terminated, and the lessee or the driver shall return the Rent-A-Car and optional equipment to the Company as set forth in Chapter 5.
- In cases that fall under the preceding Paragraph, if there are unsettled fees or fuel service charges to be paid, the lessee shall immediately pay said fees or charges to the Company as set forth in Chapter 5 and shall accept liability for indemnification for the damages caused to the Company (expenses required for the collection

- and repair of the Rent-A-Car, etc.) as set forth in Article 31, and the Company shall not refund the received Rental Fee. However, this shall not apply in cases that fall under Paragraphs 4 or 5.
- If a breakdown, etc. is the result of a defect or failure that existed before the rental or the Rent-A-Car does not meet the Rental Conditions, the lessee may receive an offer of an alternative Rent-A-Car by the Company. Regarding the conditions for alternative Rent-A-Cars, Paragraph 2 of Article 5 shall apply mutatis mutandis.
 - If the lessee does not receive an offer for an Alternative Rent-A-Car set forth in the previous Paragraph, the Company shall refund the full amount of the received Rental Fee to the lessee. The same shall apply when the Company is unable to provide an alternative Rent-A-Car.
 - If a breakdown, etc. occurs due to grounds not attributable to the lessee, the driver, or the Company, the Company shall refund the lessee the difference between the received Rental Fee and the Rental Fee corresponding to the period from the start of the rental to the expiration of the Rental Contract.
 - The lessee may not make any claim to the Company other than those set forth in this Article for damages caused by a Rent-A-Car being unusable. However, this shall not apply when a breakdown, etc. is caused intentionally by or through the gross negligence of the Company.

Chapter 7 Indemnification and Compensation

Article 31 (Indemnification and Business Compensation)

- If the lessee or the driver causes damage to the Rent-A-Car (including a Rent-A-Car via rental by the Agent as set forth in Article 37) during the period of use of the Rent-A-Car, the lessee shall compensate for the damage. However, this shall not apply to damage caused by reasons not attributable to the lessee or the driver.
- Regarding damages to the Company as set forth in the preceding Paragraph for which the lessee is liable, the lessee shall compensate for damages as specified in the Important Information for the damages arising from the Company being unable to use the Rent-A-Car due to an accident, theft, breakdown, stain, odor, etc. of the Rent-A-Car or compensate for business.
- If the lessee or the driver causes damage to a third party or to the Company intentionally ally or through his/her negligence regarding the use of the Rent-A-Car (including a Rent-A-Car of rental by the Agent as set forth in Article 37), the lessee or the driver shall compensate for the damages.

Article 32 (Insurance and Indemnification)

- If an accident related to the Rent-A-Car occurs during the period of use, insurance proceeds within the insurance-compensation limit specified in the Important Information separately by the Company or compensation shall be paid pursuant to the damage insurance (non-life insurance) contract that the Company has concluded for the Rent-A-Car and the system of compensation that the Company has prescribed.
- In cases that the exemptions of insurance conditions or compensation systems, insurance proceeds or compensation money set forth in Paragraph 1 shall not be paid.
- For damages for which insurance proceeds or compensation money is not paid and damages that exceed the compensation limit, the full amount shall be borne by the lessee or the driver. As for the lessee, this shall apply only when the lessee is liable for indemnification set forth in Paragraph 1 or 3 of the preceding Article. As for the driver, this shall apply only when the driver is liable for indemnification set forth in Paragraph 3 of the preceding Article. The same shall apply to Paragraph 5 of this Article.
- Notwithstanding the provisions of the preceding Paragraph, when the Company pays the damages to be borne by the lessee or the driver, the lessee or the driver shall immediately reimburse to the Company for the amount paid by the Company.
- The deductible amount as stipulated in the Important Information described in Paragraph 1 shall be borne by the lessee or the driver. However, if the lessee enrolls in the Collision Damage Waiver (CDW) plan at the time of the Rental Contract and pays the Collision Damage Waiver (CDW) fee and does not fall under any of the following, the Company shall bear the deductible amount: accidents not reported to the police or to the Company, accidents where insurance proceeds or compensation money is not paid, accidents that occur after the rental corresponding to item 1 to 4 of Paragraph 1 of Article 9 or any of the Items of Article 17, or accidents that occur after the rental period has elapsed. (If the rental period was changed with the consent of the Company based on Paragraph 1 of Article 12, the changed rental period shall apply.)

Chapter 8 Cancellation of Rental Contract

Article 33 (Cancellation of Rental Contract)

- When the lessee or the driver violates the Rental Agreement during a period of use, or when falls under any of the Items of Paragraph 1 or 2 of Article 9, the Company may cancel the Rental Contract and request the return of the Rent-A-Car and optional equipment. In this case, the lessee shall immediately return the Rent-A-Car and optional equipment to the Company as set forth in Chapter 5 and shall immediately pay unsettled fees or fuel service charges, if any.
- In the case of the preceding Paragraph, the Company shall refund the remaining balance to the lessee after deducting each amount corresponding to the period from the start of the rental period to cancellation from the received Rental Fee.
- If falls under the preceding Paragraph, the lessee shall pay the damages caused to the Company.

Article 34 (Cancellation by Consent)

- The lessee may cancel the Rental Contract with the consent of the Company, even during a period of use. In this case, the Company shall refund the remaining balance to the lessee less the Rental Fee corresponding to the period from the start of the rental period to return from the received Rental Fee. However, if the difference between the originally contracted usage period and actual usage period is less than 24 hours, the Company shall not provide said refund.
- If there are unsettled fees or fuel service charges to be paid, the lessee shall immediately pay said amounts to the Company as set forth in Article 25.

Chapter 9 Personal Information

Article 35 (Purpose of Use of Personal Information and Consent for Use)

- The purposes for which the Company obtains and mutually exchanges personal information pertaining to the lessee with Nissan Rent-A-Car (including the Company (Nissan Car Rental Solutions, Inc. and partner companies that have franchise agreements with the Company regarding the store management of Nissan Rent-A-Car, hereinafter referred to as "Nissan Rent-A-Car") and purposes of use are as follows. The lessee shall agree to therewith.

Personal information obtained	Purpose of use
(1) Information such as the name, address, and telephone number of the lessee (including information obtained by the surveys, etc. set forth in Paragraph 2 of Article 26).	a. Exercising rights, fulfilling obligations, and conducting contract management based on the Rental Contract (including reports to the police and Public Safety Commission based on Paragraph 4 of Article 18, reports to the All Japan Rent-A-Car Association based on Paragraph 1 of Article 26, and confirmation of the lessee's identity, examination, and response to inquiries from the lessee).
(2) Information on the contents of the Rental Contract such as vehicle type, purpose of use, rental period, etc.	b. Providing services to Rent-A-Car members and managing vehicle type, Nissan Rent A Car Business members and 23 Bonus Club members).
(3) Information stated on the driver's license, etc. that the lessee presents based on Paragraphs 3 and 4 of Article 8.	c. Providing information on products, services, various events, and campaigns of Nissan Rent-A-Car via promotional leaflets, telephone calls, emails, etc. (hereinafter collectively referred to as "Nissan Rent-A-Car Products, etc.,").
(4) Information that the Company is provided by the All Japan Rent-A-Car Association.	d. Conducting market research on Nissan Rent-A-Car Products, etc. and planning and development of products.
	e. Conducting questionnaires to consider planning and development of Nissan Rent-A-Car Products, etc. or taking measures to improve customer satisfaction.
	f. Sending promotional leaflets related to the products, services, etc. of companies, etc. affiliated with Nissan Rent-A-Car under

	the consignment of those companies, etc. g. Producing materials, etc. for analyzing Nissan Rent-A-Car management. h. Disclosing information based on the provisions of laws and regulations, etc.
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- The lessee shall agree that Nissan Rent-A-Car will provide personal information set forth in Items (1) and (2) of the preceding Paragraph to the following third parties.

Third party receiving personal information	Purpose of use of personal information by recipient (third party)
Nissan Motor Co., Ltd.	a. Providing information related to the business of Nissan Motor Co., Ltd. such as providing, etc. information on products, services, etc. b. Considering planning and development of Nissan Rent-A-Car Products, etc. or taking measures to improve customer satisfaction and, for the purposes of said consideration, implementing questionnaire surveys on the reasons for using rental cars and the customer service of Nissan Rent-A-Car.
Nissan Financial Services Co., Ltd.	a. Providing information related to the business of Nissan Financial Services Co., Ltd. such as providing, etc. information on products, services, etc. b. Considering planning and development of Nissan Rent-A-Car Products, etc. or taking measures to improve customer satisfaction and, for the purposes of said consideration, implementing questionnaire surveys on the reasons for using rental cars and the customer service of Nissan Rent-A-Car.

- In cases where Nissan Rent-A-Car outsources clerical operations (such as computerized operations, settlement, customer management, and responses to inquiry inquiries from the customers) to Nissan Financial Services Co., Ltd. or another third party, the lessee shall agree to entrust personal information obtained pursuant to Paragraph 1 to the said third party after taking measures to protect personal information.
- The purposes for which the Company obtains and uses personal information pertaining to the driver are as follows.

Personal information obtained	Purpose of use
(1) Information such as the name, address, and telephone number of the driver (including information obtained by the surveys, etc. set forth in Paragraph 2 of Article 26).	a. Exercising rights based on the Rental Contract. b. Reporting to the All Japan Rent-A-Car Association based on Paragraph 1 of Article 26. c. Disclosing information based on the provisions of laws and regulations, etc.
(2) Information stated on the driver's license, etc. the Driver presented based on Paragraph 3 and 4 of Article 8.	
(3) Information that the Company is provided by the All Japan Rent-A-Car Association.	

- The lessee or the driver may demand Nissan Rent-A-Car to suspend the use set forth in Items b, to e, of Paragraph 1 and the provision set forth in Paragraph 2 and may demand disclosure of his/her personal information. Should the personal information that Nissan Rent-A-Car possesses be determined to be incorrect or inaccurate, Nissan Rent-A-Car shall immediately correct or delete said information. In such cases, the lessee may contact Nissan Rent-A-Car as follows regarding inquiries about the disclosure, correction, deletion, etc. of personal information, requests for suspension of use and provision of personal information, or other opinions. (The contents of documents and telephone calls pertaining to inquiries may be recorded.)
Nissan Car Rental Solutions Co., Ltd.
1-1-1 Takahima, Nishi-ku, Yokohama, Kanagawa Postal code:220-8686
Telephone:0120-964-923 (9:00 a.m.-6:00 p.m., weekdays only)
Official Website: <https://nissan-rentacar.com>

Article 36 (Consent for Registration and Use of Personal Information)

The lessee shall agree that personal information, including the name, address, driver's license number, etc. of the lessee, that the Company reports to the All Japan Rent-A-Car Association based on Paragraph 7 of Article 26 and Paragraph 1 of Article 26, shall be registered with the All Japan Rent-A-Car Association for a period not exceeding 7 years and that said information shall be used by the All Japan Rent-A-Car Association, prefectural Rent-A-Car associations, and their affiliated business members.

Chapter 10 Miscellaneous Provisions

Article 37 (Rental by Agent)

This Rental Agreement shall also apply to cases where the Company, as owner of the Rent-A-Car, entrusts tasks to other business operators and makes arrangements with said operators to handle rental operations on the Company's behalf and deliver the Rent-A-Car to the lessee.

Article 38 (Offsetting)

If the Company has monetary obligations to the lessee based on the Rental Agreement, the lessee may offset its own monetary obligations to the Company against the Company's obligations at any time.

Article 39 (Sales Tax)

The lessee shall pay sales tax levied on transactions based on the Rental Agreement to the Company (including local sales tax).

Article 40 (Late Payment Charge)

If the lessee or the Company fail to fulfill monetary obligations based on the Rental Agreement, they shall pay to the other party a late payment charge at an annual rate of 14.6%.

Article 41 (Priority Applied to the Japanese Version of the Agreement)

If there is a discrepancy between the terms or texts of the Japanese and English versions of the Rental Agreement, the Japanese version shall prevail.

Article 42 (Posting of the Important Information, Bylaws, and Rental Agreement)

- The Company may separately prescribe the Important Information and bylaws of the Rental Agreement, and these special agreements shall have the same effect as the Rental Agreement.
- The Company shall post the Rental Agreement and special agreement set forth in the preceding Paragraph at its stores and shall also post them on brochures issued by the Company, schedules of fees, and websites, etc. The same shall apply when said items are changed.

Article 43 (Jurisdiction)

If a dispute arises regarding the rights and obligations based on the Rental Agreement, the district court or summary court with jurisdiction over the location of the head office or sales department of the Company, the rental location, the address of the lessee or the driver shall be the agreed court with jurisdiction in the first instance.

Supplemental Provisions

This Rental Contract is effective as of April 26, 2021.