

Terms and Conditions for Car Rental

Chapter 1 General Provisions

Article 1 (Application of Terms and Conditions, etc.)

1. Subject to the provisions of these Terms and Conditions and the detailed regulations to these Terms and Conditions pursuant to Article 43 hereof (hereinafter collectively referred to as the "Terms and Conditions, etc."), the Company shall rent to the renter the rental vehicle (hereinafter referred to as "Vehicle"), and the renter shall rent the same upon understanding and accepting the Terms and Conditions, etc. If the renter designates a driver other than the renter pursuant to paragraph 3 of Article 8, the renter shall inform the driver of and comply with the part of these Terms and Conditions pertaining to the driver. Matters not stipulated in these Terms and Conditions, etc., shall be governed by laws and regulations or general custom.
2. The Company may accept special provisions to the extent that they do not conflict with the purport of these Terms and Conditions, etc., laws and regulations, administrative notices, and general customs. If any special provisions are agreed upon, such special provisions shall prevail over these Terms and Conditions.

Chapter 2 Reservations

Article 2 (Application for Reservation)

1. When renting a Vehicle, the renter may, upon agreeing to these Terms and Conditions, etc., and the price list prescribed by the Company, apply for a reservation in the manner prescribed by the Company by clearly specifying in advance the model and class of vehicle, rental start date and time, rental place, rental period, place of return, driver, need for accessories such as a child car seat, and other rental conditions (hereinafter referred to as the "Rental Conditions"). If a Vehicle is a microbus, an application for a reservation shall be made by clearly specifying the operating section or destination, number of passengers, and purpose of use as well, as the Rental Conditions.
2. When receiving an application for a reservation from the renter, the Company shall, in principle, accept the reservation to the extent possible based on the availability of the Vehicles owned by the Company. In such case, the renter shall pay the reservation deposit prescribed by the Company unless otherwise approved by the Company.

Article 3 (Change of Reservation)

If the renter intends to change the Rental Conditions set forth in paragraph 1 of the preceding Article, the renter shall be approved by the Company in advance no later than the rental start date and time.

Article 4 (Cancellation of Reservation, etc.)

1. The renter and the Company may cancel a reservation in the manner prescribed by the Company.
2. If the renter fails to proceed with concluding the car rental agreement (hereinafter referred to as the "Rental Agreement") within one (1) hour of the rental start time specified at the time of the reservation due to the reasons of the renter's side (it does not matter if there is attributable cause or not), the reservation shall be automatically cancelled (the words shall be read as "by the business closing time" if the business closing time comes before one (1) hour elapses); provided, however, that if the Company deems that such failure is reasonable and will not adversely affect the Company's business activities, the Company may allow the renter to commence the rental procedures.
3. In the case of the preceding two (2) paragraphs, the renter shall pay the reservation cancellation fee prescribed by the Company to the Company, and upon payment of such reservation cancellation fee, the Company shall refund the reservation deposit that it has already received to the renter.
4. If the reservation is cancelled or the Rental Agreement is not concluded due to reasons of the Company, the Company shall refund the reservation deposit that it has already received and pay a penalty prescribed by the Company.
5. If the Rental Agreement is not concluded due to accident, theft, non-return, recall, act of God, power failure, communication failure, request from public authorities, etc., or any other reason not attributable to either the renter or the Company, the reservation shall be deemed to be cancelled. In such a case, the Company shall refund the reservation deposit that it has already received.
6. In the case of an online reservation, if the renter cannot receive a reservation confirmation notice from the Company or cannot be reached by the Company by telephone, the Company may deem that the reservation has not been established.

Article 5 (Alternative Vehicle)

1. In the event that the Company is unable to rent a Vehicle that satisfies certain conditions specified by the renter at the time of the reservation, such as model and class of vehicle, accessories, smoking or non-smoking, and other specifications (hereinafter referred to as the "Conditions"), the Company may offer to the renter the rental of a Vehicle that satisfies the Conditions different from those specified at the time of the reservation (hereinafter referred to as "Alternative Vehicle").
2. If the renter accepts the offer under the preceding paragraph, the Company shall rent the Alternative Vehicle under the same Rental Conditions as those specified at the time of the reservation, except for those that are not satisfied. If the rental fee of the Alternative Vehicle is higher than the rental fee for the reserved model and type, the rental fee for such reserved model and class shall apply. If the rental fee for the Alternative Vehicle is lower than the rental fee for the reserved model and class, the rental fee for the model and class of such Alternative Vehicle shall apply.
3. The renter may refuse to accept the offer to rent the Alternative Vehicle under paragraph 1 and cancel the reservation.

4. In the case of the preceding paragraph, if the reason why the rental under paragraph 1 is not available is attributable to the Company, it shall be treated as cancellation of the reservation under paragraph 4 of Article 4, and the Company shall refund the reservation deposit that it has already received and pay a penalty prescribed by the Company.
5. In the case of paragraph 3, if the reason why the rental under paragraph 1 is not available is not attributable to the Company, it shall be treated as cancellation of the reservation under paragraph 5 of Article 4, and the Company shall refund the reservation deposit that it has already received.

Article 6 (Exemption)

Except as prescribed in Articles 4 and 5, the Company and the renter shall not make any claim against each other for the cancellation of the reservation, or the failure to conclude the Rental Agreement.

Article 7 (Reservation through Agency)

1. The renter may apply for a reservation through a travel agency, an affiliated company and the like (hereinafter referred to as the "Agency") that handle reservation services on behalf of the Company.
2. The renter who has made the application under the preceding paragraph to the Agency may apply for the change or cancellation of the reservation only to the Agency, and any change to the reservation shall be approved by the Company through the Agency.

Chapter 3 Rental

Article 8 (Conclusion of Rental Agreement)

1. The renter shall clearly indicate the Rental Conditions set forth in paragraph 1 of Article 2, and the Company shall clearly indicate the renting conditions by showing these Terms and Conditions, etc., and the price list, etc., before concluding the Rental Agreement; provided, however, that this shall not apply if there is no Vehicle available for rental, or if the renter or Driver falls under any of the items of paragraph 1 or paragraph 2 of Article 9.
2. If the Rental Agreement is concluded, the renter shall pay the rental fee set forth in paragraph 1 of Article 11 to the Company. If the renter uses discount coupons, or coupons, etc., issued by the Agency, the renter shall present or submit them to the Company at the time of the conclusion of the Rental Agreement.
3. Based on the basic circular issued by the regulatory authorities (Note 1), upon concluding the Rental Agreement, the Company shall require the renter to present the driver's license of the driver designated by the renter (hereinafter referred to as the "Driver") and to submit a copy thereof, in order for the Company to record the name, address, type of driver's license, and number of the driver's license (Note 2) of the Driver, or attach a copy of the driver's license of the Driver to, the rental book

(rental slip) and the rental certificate as set forth in paragraph 1 of Article 14. In this case, if the renter is the Driver, the renter shall present their driver's license and also submit a copy thereof, and if the renter and the Driver are different, the renter shall present the driver's license of the Driver and also submit a copy thereof.

Note 1 Basic circular by the regulatory authorities refers to paragraphs (10) and (11) of Section 2 of the "Basic Circular Regarding Rental Car" issued by the Director-General of the Road Transport Bureau of the Ministry of Land, Infrastructure and Transport (Ji-Ryo No. 138 June 13, 1995).

Note 2 A driver's license refers to a driver's license set forth in Article 92 of the Road Traffic Act that is in the form of the Appended Form 14 of Article 19 of the Ordinance for Enforcement of the Road Traffic Act, or an individual number card with driver's license information recorded as set forth in paragraph 4 of Article 95-2 of the same Act. An international driving permit or foreign driver's license as set forth in Article 107-2 of the Road Traffic Act shall be handled in the same manner as a driver's license. If an individual number card with driver's license information recorded is presented but specific license information of that person is not confirmed, the Company shall refuse to rent a Vehicle to the renter.

4. When concluding the Rental Agreement, the Company may require the renter and the Driver to present a document verifying personal identity, in addition to their driver's license, and may take a photocopy of the document as submitted, and the renter and the Driver shall respond to such requirement.
5. When concluding the Rental Agreement, the Company shall require the renter and the Driver to disclose their mobile phone numbers, etc., so that the Company may communicate with them during the rental period, and the renter and the Driver shall respond to such requirement.
6. When concluding the Rental Agreement, the Company may require the renter to make payment by credit card or cash, etc., and the renter shall respond to such requirement.
7. The renter may not extend the rental period after the conclusion of the Agreement without consent of the Company.

Article 9 (Refusal to Conclude Rental Agreement)

1. The Rental Agreement shall not be concluded if either the renter or the Driver:
 - fails to present the driver's license necessary for driving the Vehicle to be rented, or fails to agree to submit a copy of the driver's license of the Driver upon request of the Company;
 - is found to be under the influence of alcohol;
 - is found to have symptoms of intoxication, etc., due to narcotics, stimulants, or thinner, etc.;
 - rides with a child under the age of six (6) in the car, despite there being no child car seat; or
 - is found to be a member or person affiliated with an organized crime group or organized crime group-associated organization or a person who belongs to any

other anti-social organization.

2. The Company may refuse to conclude the Rental Agreement and also cancel the reservation if the renter or the Driver falls under any of the following items:
 - If the Driver specified at the time of the reservation differs from the Driver at the time of the conclusion of the Rental Agreement;
 - If the renter or the Driver has been delinquent in payment of the rental fee or other obligations payable to the Company in a past rental;
 - If the renter or the Driver has committed any of the acts listed in items of Article 18 in a past rental;
 - If the renter or the Driver has committed any of the acts listed in paragraph 7 of Article 19 or paragraph 1 of Article 24 in a past rental (including the rental by other car rental enterprises);
 - If the renter or the Driver has not been covered by car insurance in a past rental due to violation of the terms and conditions for rental or insurance policy conditions;
 - If the renter or the Driver engages in violent speech or behavior or makes demands beyond a reasonable extent against the Company's employees or other persons concerned in connection with transactions with the Company;
 - If the renter or the Driver impairs the credibility or interferes with the business of the Company by disseminating rumors of the use of fraudulent means or force;
 - If the renter or the Driver fails to satisfy other conditions prescribed by the Company; or
 - If the renter or the Driver is otherwise deemed inappropriate by the Company.
3. In the case of the preceding two (2) paragraphs, if a reservation has already been established with the renter, the reservation shall be treated as cancelled due to the renter's reason, and the renter shall immediately pay the reservation cancellation fee prescribed by the Company to the Company. Upon payment of such reservation cancellation fee by the renter, the Company shall refund the reservation deposit that it has already received to the renter.

Article 10 (Establishment, etc., of Rental Agreement)

1. The Rental Agreement shall be established when the renter pays the rental fee to the Company and the Company delivers the Vehicle to the renter. In such case, the reservation deposit that the Company has received shall be applied to a part of the rental fee.
2. The delivery set forth in the preceding paragraph shall be made on such rental start date and time and at such rental place as specified in paragraph 1 of Article 2.

Article 11 (Rental Fee)

1. The rental fee refers to the total amount of the following fees, and the Company shall clearly indicate the amount of each fee or the basis of calculation thereof, etc., in the price list, etc.

Basic fee
Collision damage waiver enrollment fee
Optional equipment fee
One-way (drop-off) fee
Fuel or battery-charge costs
Vehicle delivery and pick up fee
Other fees

2. The basic fee shall be based on the amount that the Company has notified to the Director-General of the Transport Branch of the District Transport Bureau (in the case of Hyogo Prefecture, the Director of the Hyogo Land Transport Department of the Kobe District Transport Bureau, and in the case of Okinawa Prefecture, the Director of the Land Transport Office of the Okinawa General Bureau; hereinafter the same shall apply in paragraph 1 of Article 14 as well) and applies at the time of rental of the Vehicle.
3. If the Company revises the rental fee after the completion of the reservation under Article 2, the rental fee shall be the lower rate that is applied at the time of reservation or the rate at the time of rental.
4. The rental fee shall be stipulated in the price list or the Detailed Regulations.

Article 12 (Changes to Rental Conditions)

1. If the renter intends to change the Rental Conditions set forth in paragraph 1 of Article 8 after the conclusion of the Rental Agreement, the renter shall be approved by the Company in advance.
2. The Company may not accept any change to the Rental Conditions under the preceding paragraph if such change causes any hindrance to its rental business.

Article 13 (Inspection and Maintenance, and Confirmation)

1. The Company shall rent a Vehicle that has undergone the inspection prescribed in Article 48 (Periodic Inspection and Maintenance) of the Road Transport Vehicle Act and necessary maintenance.
2. When renting a Vehicle, the Company shall perform the inspection prescribed in Article 47-2 (Daily Inspection and Maintenance) of the Road Transport Vehicle Act and perform necessary maintenance.
3. The renter or the Driver shall confirm that the inspection and maintenance set forth in the preceding two (2) paragraphs have been performed, that there is no faulty maintenance in the Vehicle through inspection of the exterior of the car body and its accessories based on the inspection table prescribed by the Company, and that the Vehicle satisfies the Rental Conditions.
4. If any faulty maintenance is found in the Vehicle as a result of the confirmation under the preceding paragraph, the Company shall immediately perform the necessary maintenance, etc.
5. A Vehicle shall be used only after the renter or the Driver confirms, at the renter's or the Driver's responsibility, that the child car seat and other equipment are

properly installed before use, and the Company shall not be liable for any damage caused by any failure to use such equipment.

Article 14 (Issuance and Carrying, etc., of Rental Certificate)

1. Upon delivery of a Vehicle, the Company shall issue to the renter a prescribed rental certificate in writing (including electromagnetic means such as email.) stating the matters specified by the Director-General of the Transport Branch of the District Transport Bureau.
2. The renter or the Driver shall carry (including by means of carrying by electromagnetic record.) the rental certificate issued under the preceding paragraph from the time the Vehicle is rented until the Vehicle is returned to the Company (hereinafter referred to as "During the Use of the Vehicle.")
3. The renter or the Driver shall immediately notify the Company of any loss of the rental certificate.

Chapter 4 Use

Article 15 (Management Responsibility, etc.)

1. The renter or the Driver shall use and keep the Vehicle with the due care of a good manager During the Use of the Vehicle.
2. If the renter or the Driver uses toll roads such as expressways, toll parking lots, or other paid services while in use, the renter or the Driver shall be responsible for paying such usage fees, etc., to the provider of such paid service.
3. In the event that the Company receives a request from a provider of the paid service prescribed in the preceding paragraph to disclose the personal information of the relevant renter by identifying the vehicle registration number of the Vehicle and the date and time such services due to non-payment of usage fees, etc., or other reasons, the renter shall agree that the Company will provide the renter's personal information to the requesting party.

Article 16 (ETC Card)

1. The renter shall use and keep any ETC card that is loaned out by the Company with the due care of a good manager.
2. The renter shall allow use of the ETC card only to the renter and the Driver, who is notified to the Company in advance and shall not allow others (including other relatives living with the renter) to use the ETC card.
3. The total amount of the tolls incurred by the renter or the Driver during the use of the Vehicle shall be paid based on the information recorded on the IC chip of the ETC card when the Vehicle is returned.
4. If it is found that any tolls incurred during the use of the Vehicle have not been paid due to any of the following reasons, the renter shall pay such tolls to the Company:
If unreported tolls are found.

If the travel history or the amount of money could not be confirmed due to failure of the ETC card or fare adjustment machine.

If the Vehicle is returned, for any reason, to any shop of the Company that is unable to confirm the travel history.

5. If the Company receives an inquiry from a road operator about the use of an ETC card (including after the end of the rental period.), the renter shall agree that personal information such as name, address, and contact information will be disclosed.
6. Whenever requested by the Company, the renter shall immediately return the ETC card that is loaned out by the Company to the Company.
7. In the event of loss, theft, destruction, or damage of an ETC card, the renter shall promptly notify the Company to that effect.
8. In the case of the preceding paragraph, regardless of whether the loss or other incident is attributable to the renter or not, the renter shall bear the damages and shall pay them as requested by the Company.

Article 17(Daily Inspection and Maintenance)

The renter or the Driver shall inspect the Vehicle in use as stipulated in Article 47-2 (Daily Inspection and Maintenance) of the Road Transport Vehicle Act and perform necessary maintenance before daily use.

Article 18 (Prohibited Acts)

The renter or the Driver shall not engage in any of the following activities while in use

Using the Vehicle for motor truck transportation business or any other similar purpose without obtaining approval of the Company and permission, etc., under the Road Transportation Act.

Using the Vehicle for any purpose other than the intended purpose or allowing any person other than the Driver recorded in the rental certificate under paragraph 3 of Article 8 and the person authorized by the Company to drive the Vehicle.

Sub-renting the Vehicle, using the Vehicle as collateral, or committing any act that would infringe the rights of the Company.

Forging or altering the vehicle registration number plate or the vehicle number plate of the Vehicle or modifying or refurbishing the Vehicle or otherwise altering the original state of the Vehicle.

Using the Vehicle for various tests or competitions or for towing or pushing other vehicles, without approval of the Company.

Using the Vehicle in violation of laws or regulations or public order.

Taking out property and casualty insurance for the Vehicle without approval of the Company.

Taking off and removing from the Vehicle, any navigation system, audio, and other equipment installed in the Vehicle without approval of the Company. Using tools and

parts, etc., on board the Vehicle for anything other than the Vehicle.

Having a pet ride in the Vehicle and taking a pet out of its cage inside of the Vehicle, without approval of the Company.

Taking the Vehicle out of Japan.

Committing any other act in violation of the Rental Conditions set forth in paragraph 1 of Article 8.

Damaging or defacing the electric vehicle or battery charger due to improper handling of the electric vehicle or battery charger.

Committing any act that hinders the traffic or the safety of the surrounding environment through illegal parking and improper parking or stopping (whether the place is publicly owned or privately owned).

Committing any act that causes extreme inconvenience to other users or third parties (such as smoking in the Vehicle, leaving items in the Vehicle, and defacing the Vehicle).

Loading dangerous items, such as kerosene and gasoline, and items that are likely to cause injury or health hazard to the Company or other users, such as radioactive materials and specimens of infectious diseases, unless permitted by the Company.

Engaging in unreasonable driving in terms of driving practices (meaning irregular driving, such as sudden acceleration, sudden start, sudden stop, and swerving, even though there is no need to do so, however, it does not have to be driving that is illegal under the Road Traffic Act).

Making unreasonable demands on the Company or engaging in unreasonable speech or behavior in terms of commonly accepted norms (including, but not limited to, battery or assault, extortion, slander, defamation, insult, verbal abuse, invasion of privacy, excessive demands without justifiable reason, and prolonged detention due to persistent complaints, against the Company or its employees).

2. The renter or the Driver or any person related to them shall not take pictures, sound or video recordings of the Company's office, sales stores, employees, or premises, etc., from inside or outside thereof, or post, distribute, or livestream such images, sound, or video on SNS, etc., or commit other similar acts, without approval of the Company.

3. In any case that falls under this Article, Article 18, or Article 24 which violate the Penal Code, the Company may initiate legal proceedings.

Article 19 (Measures, etc., in Case of Illegal Parking)

1. If the renter or the Driver illegally parks the Vehicle as prescribed in the Road Traffic Act while in use, the renter or the Driver shall appear at the police station that has jurisdiction over the area where the Vehicle was parked illegally, and immediately pay any fines, etc., for the illegal parking, and bear expenses for towing, storing, and picking up, etc., associated with the illegal parking.

2. If the Company receives a report from the police about an abandoned parking violation of a Vehicle, the Company shall notify the renter or the Driver and instruct them to promptly move or pick up the Vehicle and appear at the competent police station to handle the violation no later than the expiration of the rental period of the Vehicle or such other time as specified by the Company, and the renter or the Driver shall follow such instructions. If a Vehicle is moved by the police, the Company may pick up the Vehicle from the police at its own discretion.
3. After giving the instructions set forth in the preceding paragraph, the Company shall, at its own discretion, confirm the status of the handling of the violation by means of a traffic violation notice and/or payment document, or receipt, etc. If the Company is unable to confirm that the handling of the violation has been completed, the renter or the Driver shall immediately pay to the Company a parking violation fine prescribed by the Company. In addition, the Company shall require the renter or the Driver to personally sign a document prescribed by the Company (hereinafter referred to as the "Admission Letter") in which they admit that they have committed an abandoned parking violation and that they will appear at a police station, etc., and will comply with the measures under applicable laws as violators.
4. If the Company deems it necessary, the Company may provide necessary cooperation to pursue the liability against the renter or the Driver for the abandoned parking violation including by submitting materials containing personal information such as the Admission Letter and the rental certificate to the police. In addition to that, the Company may take necessary legal measures such as submitting materials such as letters of explanation as prescribed in paragraph 6 of Article 51-4 of the Road Traffic Act and the Admission Letter and the rental certificates to the Public Safety Commission and reporting the facts, and the renter or the Driver shall agree thereto.
5. If the Company receives an order to pay an abandonment penalty set forth in paragraph 1 of Article 51-4 of the Road Traffic Act and pays the abandonment penalty, or if the Company bears the expenses required for searching for the renter or the Driver and the expenses required for moving, storing, and picking up the vehicle, the renter or the Driver shall be liable for compensating the Company for the following amount (hereinafter referred to as the "Parking Violation-related Expenses.") In such case, the renter or the Driver shall pay the Parking Violation-related Expenses by the due date specified by the Company.
 - Amount equivalent to an abandonment penalty
 - parking violation fine prescribed by the Company
 - Expenses required for searching for and moving, storing, and picking up vehicles, and the like
6. If the renter or the Driver has paid a parking violation fine and presented to the Company a statement of payment or receipt or other document bearing the receipt stamp or the Company receives a refund for the abandonment penalty after the renter or the Driver has paid a parking violation fine to the Company pursuant to

- paragraph 3, the Company shall refund the parking violation fine (excluding the costs required for the refund) that it has received from the renter or the Driver.
7. In cases where the Company is ordered to pay the abandonment penalty set forth in paragraph 5 or where the renter fails to pay the claimed amount (the amount of liability) in full by the due date specified by the Company, the Company shall take measures such as registering the name, date of birth, and driver's license number, etc., of the renter in the All Japan Rent-a-Car Association Information Management System (hereinafter referred to as the "ARA System"), and the renter shall agree to such measures.
 8. In the event that the renter or the Driver is required to pay a fine for illegal parking, etc., pursuant to paragraph 1, if the renter or the Driver fails to comply with the Company's instructions under paragraph 2 to handle the violation or the Company's request under paragraph 3 to sign the Admission Letter, the Company may receive a parking violation fine prescribed by the Company (hereinafter referred to as the "Parking Violation Penalties" in the following paragraph) from the renter to be applied to the abandonment penalty and parking violation fine as set forth in paragraph 5.
 9. Notwithstanding the provisions of paragraph 7, if the Company receives the Parking Violation Penalties and the expenses set forth in item 3 of paragraph 5 paid in full from the renter, the Company shall not take any measures such as registration in the ARA System set forth in paragraph 7 or shall delete the data already registered in the ARA System.
 10. In the event that the renter has paid to the Company the full amount claimed by the Company pursuant to paragraph 5, if the order to pay the abandonment penalty is revoked due to the fact that the renter or the Driver has later paid the fine for such parking violation or is prosecuted, or other reasons, and the Company receives a refund for the abandonment penalty, the Company shall refund to the renter only the amount equivalent to the abandonment penalty, out of the Parking Violation-related Expenses that it has already received (excluding the costs required for the refund). The same shall apply in cases where the Company receives the Parking Violation Penalties pursuant to paragraph 8.
 11. The renter shall be liable for any damages incurred by the Company due to any incident or accident, etc., (including repair and towing expenses that are incurred when the Vehicle that is illegally parked is damaged) while the Vehicle was illegally parked on the street, and the Company shall not be liable for any damages incurred by the renter and the Driver due to such incident or accident, etc.
 12. If any data is registered in the ARA System pursuant to the provisions of paragraph 7, and the order to pay the abandonment penalty is revoked as a result of the payment of a penalty or other reasons, or the amount claimed by the Company pursuant to the provisions of paragraph 5 is paid in full to the Company, the Company shall delete the data registered in the ARA System.

Chapter 5 Return

Article 20 (Responsibility for Return)

1. The renter or the Driver shall return the Vehicle to the Company at the designated place of return on or before the expiration of the rental period.
2. If the renter or the Driver violates the provisions of the preceding paragraph, the renter shall compensate the Company for any damages thereby incurred by the Company.
3. In the event that the renter or the Driver is unable to return the Vehicle within the rental period due to natural disaster or other force majeure, the renter and the Driver shall not be liable for any damages incurred by the Company. In such case, the renter or the Driver shall immediately contact the Company and follow the instructions of the Company.

Article 21 (Confirmation upon Return, etc.)

1. The renter or the Driver shall return the Vehicle and equipment in the presence of the staff of the Company. In this case, the Vehicle and equipment shall be returned in the same condition as that at the time of delivery, except for the existence, etc., of wear and tear caused by normal use.
2. When returning the Vehicle, the renter or the Driver shall return the Vehicle after confirming that there are no belongings left behind by the renter, the Driver or passengers in the Vehicle.
3. If there are unpaid rental fees, etc., the renter shall complete the payment thereof by the time the Vehicle is returned.
4. In addition to the preceding paragraph, if the Vehicle is not refilled (not filled up) with fuel such as gasoline or diesel fuel at the time of its return, the renter shall immediately pay to the Company the fuel costs calculated according to the distance calculation table prescribed by the Company based on the driving distance while in use.

Article 22 (Rental Fee upon Change of Rental Period)

If the renter changes the rental period pursuant to paragraph 1 of Article 12, the renter shall pay the rental fee corresponding to the rental period after the change.

Article 23 (Place of Return, etc.)

1. If the renter changes the prescribed place of return pursuant to paragraph 1 of Article 12, the renter shall bear the costs for forwarding the Vehicle required as a result of the change of the place of return.
2. If the renter returns the Vehicle to a location other than the designated place of return without approval of the Company pursuant to paragraph 1 of Article 12, the renter shall pay the following penalty for changing the place of return:
(Penalty for changing the place of return) = (Expenses required for forwarding the Vehicle due to the change of the place of return) × 200%

Article 24 (Measures in the Event of Non-Return)

1. Despite the expiration of the rental period, if the renter or the Driver fails to return the Vehicle and equipment to the designated place of return and fails to respond to the Company's request for return, or if it is recognized that the Vehicle has not been returned due to reasons such as the whereabouts of the renter becoming unknown, the Company shall take legal measures such as filing a criminal complaint and shall take measures such as reporting non-return damage to the All Japan Rent-a-Car Association and registering it in the ARA System, and the renter shall agree to such measures.
2. The Company, in cases that fall under the preceding paragraph, shall take necessary measures, including interviewing the family members, relatives, other related persons in workplaces, etc., of the renter or the Driver, and activating the GPS Function, in order to confirm the whereabouts of the Vehicle and equipment.
3. The renter, in cases that fall under paragraph 1, shall be liable to compensate the Company for any damages incurred by the Company in accordance with Article 29, and shall bear the expenses required for recovering the Vehicle and equipment and searching for the renter or the Driver.

Chapter 6 Measures in the Event of Breakdown, Accident, or Theft

Article 25 (Measures upon Discovery of Breakdown)

If the renter or the Driver discovers any abnormality or breakdown of the Vehicle while in use, the renter or the Driver shall immediately stop driving, contact the Company, and follow the instructions of the Company.

Article 26 (Measures in the Event of Accident)

1. If an accident involving the Vehicle occurs while in use, the renter or the Driver shall immediately stop driving, and regardless of the scale of the accident, take legal measures as well as the following measures:

Immediately report the circumstances of the accident to the Company and follow the instructions of the Company.

If the Vehicle is to be repaired in accordance with the instructions under the preceding item, it shall be repaired at the Company or at a factory specified by the Company, unless otherwise approved by the Company.

Cooperate with the investigations over the accident by the Company and any insurance company with which the Company has a contract and submit necessary documents, etc., without delay.

Shall be approved by the Company before reaching an out-of-court settlement or entering into any other agreement with the opposite party regarding the accident.

2. In addition to taking the measures set forth in the preceding paragraph, the renter or the Driver shall be responsible for handling and resolving the accident.

3. The Company shall advise the renter or the Driver on the handling of the accident and shall cooperate with the renter or the Driver in resolving the accident.
4. For any Vehicle equipped with a dashboard camera, the Company shall record the circumstances, such as where an impact occurs or sudden braking is applied, for the purpose of confirming the situation at the time of the occurrence of an accident.
5. If deemed necessary, the Company shall take measures such as verifying the records set forth under the preceding paragraph.

Article 27 (Measures in the Event of Theft)

If the Vehicle is stolen or otherwise damaged while in use, the renter or the Driver shall take the following measures:

Immediately report to the nearest police station.

Immediately report the damage situation. etc., to the Company and follow the instructions of the Company.

Cooperate with any investigations over the theft or other damage by the Company and any insurance company with which the Company has a contract and submit the required documents, etc., without delay.

Article 28 (Termination of Rental Agreement due to Unavailability)

1. If the Vehicle becomes unusable During the Use of the Vehicle due to breakdown, accident, theft, or any other reason (hereinafter referred to as "Breakdown, etc."), the Rental Agreement shall be terminated.
2. In the case of the preceding paragraph, the renter shall bear the expenses required for pick up and repair, etc., of the Vehicle and the Company shall not refund the rental fee that it has already received; provided, however, that this shall not apply if the Breakdown, etc., is caused by any reasons set forth in paragraph 3 or paragraph 5.
3. In the event that the Breakdown, etc., is caused by any defect or malfunction that has existed since before the rental, or other failure of the Vehicle to meet the Rental Conditions, the renter shall be entitled to be provided with an Alternative Vehicle by the Company, and a new Rental Agreement will be deemed to have been concluded. The provisions of paragraph 2 of Article 5 shall apply mutatis mutandis to the conditions for providing the Alternative Vehicle.
4. If the renter decides not to accept an Alternative Vehicle as set forth in the preceding paragraph, the Company shall refund all the rental fees that it has already received. The same shall apply if the Company cannot provide an Alternative Vehicle.
5. In the event that the Breakdown, etc., is caused by any reasons not attributable to neither of the renter, the Driver, or the Company, the Company shall refund to the renter the balance remaining after deducting the rental fee corresponding to the period commencing on the start of rental and ending at the termination of the Rental Agreement from the rental fee that the Company has received.

6. If the Vehicle is equipped with a flat tire repair kit or spare tire, the renter or the Driver may personally repair the flat tire of the Vehicle using such flat tire repair kit or spare tire; provided, however, that the Company shall not be liable for any damages incurred by the renter or the Driver personally repairing the tire with a flat tire repair kit or spare tire if it is not attributable to the Company.
7. Except for the measures set forth in this Article, the renter shall not be entitled to make any claim against the Company, other than as provided in this Article, for damages due to unavailability of the Vehicle; provided, however, that this shall not apply to the cases where the Breakdown, etc., is caused intentionally by or through gross negligence of the Company.

Chapter 7 Compensation and Indemnification

Article 29 (Compensation and Business Indemnification)

1. The renter shall compensate for any damages caused to the Company's Vehicle by the renter or the Driver in connection with the use of the rented Vehicle; provided, however, that this shall not apply to the cases where such damage is due to any reasons not attributable to the renter and the Driver.
2. If the renter is liable for damages in accordance with the preceding paragraph, the renter shall compensate, as per the price list, for damages (including business compensation) due to the Company's inability to use such Vehicle due to accident, theft, breakdown or due to any reasons attributable to the renter or the Driver, or damage such as stains or odors to the Vehicle.
3. The renter or the Driver shall compensate for any damages caused to a third party or the Company due to the willful misconduct or negligence of the renter or the Driver in connection with the use of the rented Vehicle.

Article 30 (Insurance and Compensation)

1. In the event that the renter is liable for compensating damages under paragraph 1 or paragraph 3 of the preceding Article and if the Driver is liable for compensation of damages under paragraph 3 of the preceding Article, the insurance money or compensation shall be paid within the following limits pursuant to the non-life insurance contract concluded by the Company with respect to the Vehicle or the compensation system established by the Company:

Personal liability compensation: Per person - Unlimited (including compulsory automobile liability insurance)

Property liability compensation: Per accident - Unlimited (deductible of 50,000 yen)

Vehicle compensation: Per accident - Up to market value (deductible of 50,000 yen; however, 100,000 yen for passenger cars of JE or larger, eco-friendly cars of EWA, minivans and wagons of WA or larger, SUVs of SUV2 or larger, welfare vehicles of C-W, all classes of minibuses, trucks of TC or larger, and all classes

of specially equipped vehicles. For vehicle classes that are not listed, please refer to the Company website, etc.)

Bodily injury liability compensation: Per person Up to 30 million yen; provided, however, that some sales offices (Including agencies) may provide passenger accident compensation.

2. In any cases falling under the exclusions under the relevant insurance policy or the indemnity system established by the Company, the insurance money or compensation set forth in paragraph 1 shall not be paid.
3. In the event that the renter or the Driver violates this Rental Agreement, the insurance money or compensation set forth in paragraph 1 shall not be paid.
4. Any damages for which insurance money or compensation is not paid and any damages exceeding the amount of the insurance money or compensation to be paid pursuant to the provisions of paragraph 1 shall be borne by the renter or the Driver. If the limit amount set forth in paragraph 1 is changed by the special agreement, any damages exceeding the limit amount set forth in the special agreement shall be borne by the renter or the Driver; provided, however, that for damages relating to the Vehicle, etc., that are lost, damaged, or other damage, due to a disaster designated as a disaster of extreme severity in accordance with Article 2 of the Act on Special Financial Support to Deal with the Designated Disaster of Extreme Severity (Act No. 150 of 1962) (such disaster shall be hereinafter referred to as a "Extremely Severe Disaster"), in the area designated as the area for such Extremely Severe Disaster, the renter or the Driver shall not be required to compensate for such damages, unless there was intent or gross negligence on the part of the renter or the Driver.
5. Any damages equivalent to the deductibles under the non-life insurance set forth in paragraph 1 or the indemnity system established by the Company shall be borne by the renter (if the renter has paid the collision damage waiver fee in advance, the Company shall pay for the damage equivalent to such deductibles).
6. Notwithstanding the provisions of the preceding four (4) paragraphs, if the Company has paid for the damages to be borne by the renter or the Driver, the renter or the Driver shall immediately reimburse the Company for the amount paid by the Company.
7. The amount equivalent to the insurance premium of the non-life insurance contract set forth in paragraph 1 shall be included in the rental fee.

Chapter 8 Termination and Cancellation

Article 31 (Termination of Rental Agreement)

1. If the renter or the Driver violates these Terms and Conditions while in use, or if the renter or the Driver falls under any of the items of paragraph 1 of Article 9, the Company may terminate the Rental Agreement without any notice or demand and immediately request the return of the Vehicle. In such case, the Company shall refund to the renter the balance remaining after deducting the rental fee

corresponding to the period commencing on the start of rental and ending at the termination thereof from the rental fee that the Company has received.

2. The renter shall compensate for the damage incurred by the Company in the event of termination set forth in the preceding paragraph.

Article 32 (Cancellation with Consent)

1. Even while in use, the renter may cancel the rental agreement with the consent of the Company and upon payment of the cancellation fee set forth in the following paragraph. In such case, the Company shall refund to the renter the balance remaining after deducting the rental fee corresponding to the period commencing at the start of the rental and ending at the return from the rental fee that the Company has received; provided, however, that if the difference between the hours of use as initially contracted and the actual hours of use is less than 24 hours, the Company shall not provide a refund therefor.
2. When cancellation occurs with the consent of the Company under the preceding paragraph, the renter shall pay the following cancellation fee to the Company:
(Cancellation fee) = {(Basic fee corresponding to the term of the Rental Agreement) - (Basic fee corresponding to the period from the start of rental to return)} × 50%
* The cancellation fee is not subject to consumption tax (including local consumption tax).

Chapter 9 Personal Information

Article 33 (Use of Personal Information, etc.)

1. The Company shall obtain and use personal information, such as the name, date of birth, address, and telephone number (hereinafter simply referred to as "Personal Information") of the renter or the Driver for the following purposes:
 - To implement, as a business operator licensed for the car rental business in accordance with paragraph 1 of Article 80 of the Road Transportation Act, the matters required as the conditions for the grant of a business license, such as preparing a rental certificate at the time of the conclusion of the Rental Agreement.
 - To inform the renter or the Driver about the introduction of Vehicles, used cars and all other products handled by the Company, the provision of services, etc., related thereto, and the holding of various events and campaigns, such as by sending promotional materials, making telephone calls or sending emails.
 - To verify the identity of the applicant for rental or the Driver and to examine the propriety of their concluding the Rental Agreement when concluding the Rental Agreement.
 - To conduct questionnaire surveys with the renter or the Driver for the purpose of planning and developing products and services handled by the Company, or considering measures to improve customer satisfaction.

To statistically aggregate and analyze Personal Information and create statistical data that is processed into a form that does not enable distinguishing and identification of an individual.

2. If the Company intends to obtain Personal Information of the renter or the Driver for any purpose other than those set forth in items of paragraph 1, the Company shall clearly indicate the purpose of such use in advance.
3. The Company shall handle the Personal Information obtained by the Company in accordance with the applicable laws and regulations and the privacy policy (<https://www.idex.co.jp/privacy/>) published on the Corporate website. The renter and the Driver shall confirm the privacy policy referred to in this paragraph in advance and agree to the provisions thereof. In the application of this paragraph, if “the Company” in this paragraph refers to a franchisee, not IDEX Auto Japan Co., Ltd., the privacy policy published by the franchisee shall apply, and the renter and the Driver shall confirm the said privacy policy in advance and agree to the provisions thereof.

Article 34 (Consent to Registration and Use of Personal Information, and Shared Use, etc.)

1. In any of the following cases, the renter shall agree that the renter’s Personal Information will be registered in the ARA System for a period not exceeding seven (7) years and that said Personal Information will be used by the All Japan Rent-a-Car Association and its member local rent-a-car associations and their respective member car rental enterprises for examination when concluding the Rental Agreement.
 - If the Company is ordered to pay an abandonment penalty under paragraph 1 of Article 51-4 of the Road Traffic Act.
 - If the Parking Violation-related Expenses set forth in paragraph 5 of Article 19 are not paid in full to the Company.
 - If the Company deems that a no-return as set forth in paragraph 1 of Article 24 has occurred.
2. If the Driver falls under item (3) of the preceding paragraph, the Driver’s Personal Information, including their name, date of birth, and driver’s license number, etc., will be registered in the ARA System for a period not exceeding seven (7) years and will be used by the car rental enterprises set forth in the preceding paragraph for examination when concluding the Rental Agreement.
3. In addition to the matters set forth in the privacy policy referred to in paragraph 3 of the preceding Article, the Company shall share the following information in relation to the Personal Information of the renter or the Driver and information related to car rental reservations or rentals (the date of use, type of vehicle to be used, purpose of use, and date and time of rental, etc.) with franchisees or franchisors who have a car rental franchise agreement with the Company for the following purposes and to the extent indicated below by the Company. The person responsible for the management of such personal data is publicly disclosed in the

privacy policy referred to in paragraph 3 of the preceding Article.

[Applicable Information]

(i) Personal information of the renter or the Driver, such as name, date of birth, address, and telephone number

(ii) Information concerning the reservation or application for the Rental Agreement or rental (the date of use, type of vehicle to be used, purpose of use, date and time of rental, etc.)

[Purpose of Use]

To communicate about sales, etc., in relation to the services, etc., provided by the Company or the franchisees who have concluded a car rental franchise agreement with the Company, to conclude the Rental Agreement, to facilitate said Agreement, and develop the franchise system, etc.

[Scope of Joint Users: IDEX Group companies]

SHIN-IDEMITSU Co., Ltd., IDEX AUTO JAPAN CO., LTD., BUDGET SHIKOKU co., Inc., stern-fukuoka, IDEX Bayern Motors, K.K., idex-retail Fukuoka Co., Ltd., idex-retail Nishi-Kyushu Co., Ltd., idex-retail Kumamoto Co., Ltd., idex-retail Minami-Kyushu Co., Ltd., SHINKOU SEKIYU Co., Ltd., IDEX BUSINESS SERVICE Co., LTD, i-Life Solutions Co., Ltd., PIZZA-POCKETS., affiliated companies, partner companies, etc.

*Affiliated companies ... franchisees in the car rental business (hereinafter referred to as "Car Rental Franchisees"), etc.

*Partner companies ... Agencies, etc., in the car rental business.

*For the privacy policy of Mercedes Japan, please visit the website of Mercedes Japan.

*For the privacy policy of BMW Japan Corp., please visit the website of BMW Japan Corp.

Article 35 (GPS Function)

1. The renter and the Driver agree that the Vehicle may be equipped with a global positioning system (hereinafter referred to as the "GPS Function") and that the Vehicle's current location and traffic routes, etc., shall be recorded in the system prescribed by the Company and that the Company may use such records in any of the following cases:

To confirm that the Vehicle has been returned to the designated place at the end of the Rental Agreement.

To confirm the Vehicle's current location and traffic routes, etc., via GPS Function in cases that fall under paragraph 1 of Article 24, or other cases where deemed necessary by the Company for the management of the Vehicle or the performance of the Rental Agreement, etc.

To use the records for the marketing analysis that is processed into a form that does not enable distinguishing and identification of an individual for the purpose of the improvement of the quality of the goods and services provided to the renter and the Driver and customer satisfaction, etc.

2. The renter and the Driver agree that the information recorded by the GPS Function described in the preceding paragraph may be disclosed to the extent necessary to comply with a disclosure request or disclosure order that the Company receives based on laws and regulations or from a court, investigative agency, administrative body or other public agency with respect to such information.

Article 36 (Dashboard Cameras and Vehicle Communication Devices of Automobile Manufacturers)

1. The renter and the Driver agree that the Vehicle may be equipped with a dashboard camera and that the driving condition of the renter and the Driver will be recorded and that the Company will use such recorded information for the following purposes:
 - To confirm the circumstances at the time of an accident.
 - To confirm the driving condition of the renter and the Driver when it is deemed necessary for the management of the Vehicle or the performance of the Rental Agreement, etc.
 - To use the records for the marketing analysis that is processed into a form that does not enable distinguishing and identification of an individual for the purpose of the improvement of the quality of the goods and services provided to the renter and the Driver and improvement of customer satisfaction, etc.
2. The Company may disclose the information recorded by the dashboard camera set forth in the preceding paragraph to third parties in the following cases:
 - When deemed necessary for resolving accidents or troubles, etc., in relation to the services and the Vehicle. (Disclosure recipient: Insurance companies with which the Company has a contract with, counterparties of accidents or troubles, etc.)
 - When the Company is required to disclose the information based on laws and regulations or receives a disclosure request or disclosure order from a court, administrative body, or other public agency.
3. The renter and the Driver agree that the Vehicle may be equipped with a vehicle communication device of an automobile manufacturer as standard equipment, and that automobile manufacturers and automobile sales companies, etc., (hereinafter referred to as "Automobile Manufacturers, etc.") may obtain vehicle status information (such as operation information, location information, control information, and breakdown information, etc.) of the Vehicle from the vehicle communication device for vehicle operation support services, vehicle navigation support services, and other purposes announced by the Automobile Manufacturers, etc.
4. The renter and the Driver agree that the Company may receive the vehicle status information set forth in the preceding paragraph from Automobile Manufacturers, etc., in order to use it for the purposes set forth in each item of paragraph 1.

Chapter 10 Miscellaneous Provisions

Article 37 (Rental by Proxy)

These Terms and Conditions shall also apply when the Company, as the owner of the Vehicle, rents the Vehicle to the renter through a transaction in which the Company entrusts its rental service of the Vehicle to another operator as its agent.

Article 38 (Set-offs)

The Company may, at any time, set off its monetary obligations to the renter under these Terms and Conditions, if any, against any monetary obligations owed to the Company by the renter.

Article 39 (Consumption Tax)

The renter shall pay to the Company any consumption tax (including local consumption tax) imposed on transactions under these Terms and Conditions.

Article 40 (Delinquency Charges)

If the renter and the Company fail to perform their monetary obligations under these Terms and Conditions, each of them shall pay the delinquency charges to the other party at a rate of 14.6% per annum.

Article 41 (Exclusion of Anti-Social Forces, etc.)

The Company, the renter, and the Driver (hereinafter collectively referred to as the "Renter, etc.") represent and warrant that they are and will not fall under any of the following items:

- (1) An organized crime group, an organized crime group member, a person for whom five (5) years have not passed since the person ceased to be an organized crime group member, a quasi organized crime group member, an organized crime group-associated company, a corporate racketeer, etc., a rouge person or group proclaiming itself as a social activist, or organized special intellectual crime group, and other person equivalent thereto (hereinafter collectively referred to as the "Organized Crime Group Member, etc.")
- (2) A person who has a relationship in which an Organized Crime Group Member, etc., is found to control or be substantially involved in the management of the Renter, etc., or who has a socially condemned relationship with an Organized Crime Group Member, etc.
- (3) A person who has a relationship in which it is found to be unjustly using an Organized Crime Group Member, etc., for the purpose of unfairly benefiting itself or a third party or damaging a third party, or for such other purposes.
- (4) A person who has a relationship in which it is found to provide funds or benefits, etc., to, or have any other involvement with, an Organized Crime Group Member, etc.

(5) A person who has committed a crime that falls under the category of “criminal proceeds” as defined in the Act on Prevention of Transfer of Criminal Proceeds (hereinafter referred to as a “Crime”).

2. The Company and the Renter, etc., covenant not to engage in any act that falls under any of the following items, either by themselves or by use of a third party:
- (1) An act of making a violent demand or an unreasonable demand beyond the legal responsibility.
 - (2) An act of using threatening behavior or statements or violence, or an act of damaging the credibility of the other party or obstructing the business of the other party by spreading rumors or using fraudulent or forcible means.
 - (3) An act that falls under a category of a Crime.
 - (4) Any other acts similar to those set forth in the preceding items.

3. Any violation by the Renter, etc., of the preceding two (2) paragraphs shall fall under Article 31, and the Company shall not be liable for any damages thereby caused to the Renter, etc.

Article 42 (Priority of Terms and Conditions in Japanese)

In the event that the Company has established the terms and conditions in any foreign language, if there is a difference between the Japanese language version and the foreign language version, the Japanese language version shall prevail.

Article 43 (Detailed Regulations)

The Company may separately establish the detailed regulations to these Terms and Conditions which shall have the same effect as these Terms and Conditions.

Article 44 (Provision of Information on Important Matters)

1. The Company shall endeavor to provide the renter with the information, in clear and plain language prior to the rental, regarding the important matters contained in these Terms and Conditions, etc., such as the details of the renter’s liability for damages and business compensation, the details and conditions of the Company’s insurance or compensation system, and the measures to be taken by the renter in the event of breakdown, accident, theft, etc., the measures to be taken in the event of illegal parking, and the measures to be taken in the event of delay in return of the Vehicle.
2. The renter shall endeavor to understand the details of these Terms and Conditions, etc.

Article 45 (Posting of Terms and Conditions, etc.)

The Company shall present these Terms and Conditions, etc., to the renter by one of the following methods:

- (1) Displaying at the Company's sales stores in a manner easily visible to the public (including displaying on electronic devices, such as displays.)
- (2) Posting on websites, etc., in an easily visible manner
- (3) Presenting documents (including electro-magnetic means such as email.)

Article 46 (Amendment of Terms and Conditions, etc.)

The Company may amend these Terms and Conditions, etc. When amending these Terms and Conditions, etc., the Company shall announce, by an appropriate method such as posting on its website, the fact that these Terms and Conditions, etc., are amended, the details of the Terms and Conditions, etc., as amended, and the effective date of such amendment.

Article 47 (Governing Law, etc.)

These Terms and Conditions, etc., shall be governed by the laws of Japan.

Article 48 (Court of Jurisdiction by Agreement)

If any dispute arises regarding the rights and obligations under these Terms and Conditions, the summary court or district court that has jurisdiction over the location of the head office, branch office, or business office of the Company shall be the agreed court of jurisdiction, regardless of the amount claimed.

Supplementary Provisions

These Terms and Conditions shall come into effect on June 1, 2025.