

Rental Agreement of TOYOTA Rent a Car

(Revised on April 1, 2026)

Regarding Handling of Personal Data

1. (Regarding This Policy)

This policy applies when our company that is TOYOTA Rent a Car Shop (hereinafter referred to as "we"), which has already concluded a Toyota Utilization Franchise Contract with Toyota Motor Corporation (hereinafter referred to as "Toyota"), handles personal data of lessees (including those applying for a rental agreement) and drivers (hereinafter collectively referred to as "users") in relation to the car rental business. As a controller, we are responsible for handling users' personal data. For details on how to contact us, please refer to section 9 below.

2. (Personal Data to Collect)

In providing rental car services, we obtain the following personal data specified in (1) and (2) from users directly or through websites (including chatbots), apps, phone calls (including calls to the reservation center), shop counters, rental vehicles, and equipment (such as odometers, GPS functionality, ETC cards, drive recorders, car navigation systems and DDM), and deal with the personal data.

(1) Personal Data Obtained at Times of Reservation and Car Rental

Name, email address, phone number, address, date of birth, type of driver's license and name of country of its issuance, payment-related information such as credit card information, vehicle-related data (vehicle type, vehicle number, purpose of use, rental period, etc.)

(2) Vehicle Data Obtained during Rental Car Usage through Rental Vehicle and Equipment (odometer, GPS functionality, ETC card, drive recorder, car navigation system, DDM, etc.)

Driving distance, GPS information, information recorded on ETC card's IC chip (only if the user is renting an ETC card), information recorded by drive recorder, information registered in car navigation system (search history, memory locations, Bluetooth connection information, etc.) and data related to driving conditions such as driving state measurement information (pedal operation amount, speed, acceleration, etc.).

3. (Purpose for Using Personal Data and Legal Basis)

We handle users' personal data for the following purposes. The legal basis on which personal data, possibly requested under applicable data protection laws, is handled is as specified alongside each purpose.

(1) To fulfill obligations that a car rental operator has, such as creation of rental agreement, in compliance with applicable laws and notifications

Personal data needs to be handled to perform the concluded contract with the lessee or take measures in accordance with the lessee's request before the conclusion of the contract (Performance of Contract).

(2) To provide rental car services, including verification and screening of the user, and to conduct other related duties.

Personal data needs to be handled to perform the concluded contract with the lessee or take measures in accordance with the lessee's request before the conclusion of the contract (Performance of Contract).

(3) To inform the user by post, email, etc. about automobiles, insurance, cellular phones, and other products/services that we offer, as well as events, campaigns, etc.

Personal data needs to be handled for the sake of our legitimate interest in conducting marketing and promotional activities (Legitimate Interest).

(4) To developing TOYOTA Rent a Car's products and services and consider further measures to enhance user satisfaction

Personal data needs to be handled for the sake of our legitimate interest in maintaining the relationship with the customer and ensuring the quality of products and services (Legitimate Interest).

(5) To conduct surveys to the user regarding TOYOTA Rent a Car's products and services.

Personal data needs to be handled for the sake of our legitimate interest in maintaining the relationship with the customer and ensuring the quality of products and services (Legitimate Interest).

(6) To diagnose the driver's driving behavior from perspectives of safety and eco-friendliness and provide feedback to the driver, for example giving an alert related to safe driving (hereinafter referred to as "Driving Diagnosis").

Personal data needs to be handled for the sake of legitimate interest for us, the user and third parties in ensuring safe driving (Legitimate Interest).

Users can obtain further details about assessments regarding the handling based on legitimate interests, by contacting us with the contact information provided in Section 9. Also, in preparation for cases where it is impossible to rely upon the implementation of the contract or a legitimate interest under applicable data protection laws, users consent to the handling of their personal data for the purposes stated above.

4. (Provision of Personal Data to Third Parties)

The user agrees that we may provide their personal data to the following recipients (which may possibly be located outside the user's country) for the following purposes. The user can request us to stop providing their personal data to third parties; however, depending on the personal data's item requested to be stopped, some of the services that we provide may become impossible to use.

(1) Personal Data to be Provided: Information related to the rental of the car, such as the vehicle type, the purpose of use and the rental start date, as well as the user's name, address, vehicle data obtained during the use of each rental car (limited to data that has been processed so that individuals cannot be identified), etc.

(2) Recipients and their purposes of use

Recipient	Purpose of Use by Recipient	Country of Recipient
Toyota Motor Corporation	To make sales-related announcements to the lessee, for example providing information about products and services.	Japan
Toyota Motor Corporation and entities that have concluded an information provision contract, etc. with Toyota Motor Corporation	To plan and develop products and services, or to consider further measures to improve user satisfaction among others; To conduct surveys regarding products and services.	Japan
Toyota Motor Corporation and TOYOTA Rent a Car shops	To develop measures to ensure user satisfaction, such as facilitating conclusion of a rental contract, and to establish systems for the entire franchise. To provide related products and services based upon the results of the Driving Diagnosis. To conduct research and development of related products and services To analyze the results of the Driving Diagnosis and publish papers etc. (only if anonymized to prevent identification of specific individuals).	Japan
Toll road operators, etc. used by the user (as defined in Chapter 4, Article 14, Paragraph 4 of the TOYOTA Rent a Car Rental Agreement)	To handle inquiries and billing in relation to unpaid toll road fees, etc.	Japan
Toyota Motor Corporation and affiliated institutions and corporations (such as those that provide or set up infrastructure for society, transportation or life)	To create a better society, transportation and living environment (Only vehicle data obtained during the use of each rental car use will be provided; personally identifiable information will not be provided.)	Japan
Toyota Motor Corporation and the credit card company used by the lessee (hereinafter referred to as the "Credit Card Company")	To conduct general settlement operations related to credit card use (including fraud detection and prevention of credit card use (3D Secure), and to respond to the credit company's inquiries regarding credit card misuse, including usage records or other fraud-related matters).	Japan and the country where each credit card company is located

- If the "renter" accepts the offer in the preceding paragraph, the Company shall lend a "substitute rental car" under the same conditions of rental as those specified in the "Agreement", rate table, etc. In such case, the "renter" shall pay the rental rate of the "substitute rental car" or the rental rate of the "rental car" that had been reserved, whichever is lower.
- If the "renter" refuses the offer in Paragraph 2, the reservation shall be deemed to be cancelled and the preceding Paragraph 5 shall be applied with respect to the treatment of the application fee for reservation, etc.

Article 6 (Agent for Reservation Service)

- The "renter" may apply for a reservation at TOYOTA Rent a Car reservation centers, travel agents, tie-up companies, etc. (hereinafter referred to as "agents") that handle reservation services on behalf of the Company.
- If an application is submitted to an "agent" mentioned in the preceding paragraph, the request for a change or cancellation of the reservation shall be made to the "agent" that handled the application for reservation.

Chapter 3: Rental of Vehicle

Article 7 (Conclusion of Rental Contract)

- The "renter" and the Company shall conclude the "rental contract", with the "renter" specifying the conditions of rent and the Company specifying the rental conditions "based on the Agreement", rate table, etc.
- In concluding the "rental contract", the "driver" shall observe the obligations of the "driver" prescribed in the "Agreement" and Detailed Regulations.
- Based on 2 (10) and (11) of the Basic Instructions concerning rental cars, the Company shall, in concluding the "rental contract", request that the "renter" present the driver's license of the "driver" designated by the "renter", or a copy thereof if considered necessary by the Company, in order to enter the name, address, type of driver's license and the license number in, or attach a copy of the driver's license to, the rental register (original rental slip) and the rental certificate, as prescribed in Article 13. In such a case, the "renter", if he/she is the "driver", shall present his/her own driver's license or submit a copy thereof if considered necessary by the Company; if the "renter" is not the same person as the "driver", he/she shall have the "driver" present his/her driver's license or submit a copy thereof if considered necessary by the Company.
- The Company, in concluding the "rental contract", may request the "renter" to submit identification documents other than a driver's license and may make copies of such documents.
- The Company, in concluding the "rental contract", may designate the means of payment to be made by credit card or cash, through prepayment (Web transaction) or payment on-site (payment at the store). Additionally, the payment method (such as payment in cash) and the type of credit card which the "renter" can use may be specified.
- The Company, in concluding the "rental contract", may designate the means of payment to be made by credit card or cash, through prepayment (Web transaction) or payment on-site (payment at the store). Additionally, the type of credit card which the "renter" can use may be specified.
- If the "renter" or the "driver" does not follow the provision of the preceding Paragraph 5, the Company may refuse to conclude the "rental contract" or cancel the reservation of the "renter". The stipulations in Paragraph 5 of Article 4 regarding the treatment of the application fee for reservation shall be applied in such a case.

Article 8 (Refusal of Rental)

- If any of the following items pertains to the "renter" or the "driver", the Company may refuse to conclude the "rental contract" or cancel the reservation of the "renter".
 - If he/she does not possess a driver's license required to drive a rental car.
 - If he/she is considered to be under the influence of alcohol;
 - If he/she is considered to show symptoms of being under the influence of narcotic drugs, stimulant drugs, thinner, etc.;
 - If he/she has a child under the age of 6 in the car without a child safety seat;
 - If he/she is registered in the information management system of the National Rent-A-Car Association specified in Article 25 (hereinafter referred to as "National Rent-A-Car Association system") or registered on the renters watch list shared by TOYOTA MOTOR CORPORATION and TOYOTA Rent a Car Shops (hereinafter referred to as "renters watch list");
 - If he/she is considered to be a member of a designated violence group or organization related to such a group, or is deemed to belong to some other anti-social organization;
 - If he/she uses a violent act or word against or imposes a burden beyond a reasonable extent on an employee or other related person of the Company in connection with a transaction with the Company;
 - If he/she undermines the trust in the Company or interferes with business activities of the Company by spreading false information or using fraudulent means or force.

5. (Retention Period)

We do not retain personal data of users longer than a period necessary to achieve the purpose for which it was obtained. In principle, we retain users' personal data for three years from the date it was collected.

However, if it is legally necessary to retain personal data for a longer period, or if the personal data is necessary for the establishment, exercise or defense of legal claims, we will retain the personal data for the period necessary to handle these matters.

In cases where it is technically impossible to completely delete personal information from our systems, we will take appropriate measures to prevent further use of the users' personal data.

6. (Rights of Users)

Users have legal rights concerning their personal data that we process. These rights may vary depending on the data protection laws applicable to the handling of personal data, but generally include the following:

- The right to obtain information about the handling of users' personal data and access to it.
 - The right to request correction if users' personal data is inaccurate or incomplete.
 - The right to request the deletion of users' personal data in certain circumstances.
 - The right to request the restriction of the handling of users' personal data in certain circumstances.
 - The right to receive users' personal data in a structured, commonly used, and machine-readable format, and/or the right to request that such personal data be transmitted directly to a recipient, where technically feasible.
 - The right to withdraw consent at any time, where the processing of personal data is based upon the user's consent, in accordance with applicable data protection laws. Withdrawal of consent will not affect the lawfulness of processing based upon consent before the withdrawal.
 - The right to object to the handling of user's personal data by us.
- Users may exercise their rights by contacting us with the contact details provided in Section 9. Additionally, if users believe their rights have been violated, they can file a complaint with the relevant data protection supervisory authority.

7. (Security Measures)

We take necessary and appropriate measures to maintain the security of personal data, including preventing leakage, loss or damage of personal data. Specifically, we establish regulations regarding the handling of personal data, regularly conduct self-inspections on data processing, provide regular training to employees on data handling, implement measures to prevent theft or loss of devices used for data processing, and enforce access control. We also ensure appropriate supervision of third parties and employees who handle personal data.

8. (Transfer of Personal Data to Foreign Countries)

In cases where we provide personal data to third parties located in countries other than the user's country of residence, we ensure compliance with applicable data protection laws by taking one of the following measures or obtaining the user's consent:

- Ensuring that the recipient country or region has been designated as providing an adequate level of protection for the rights and freedoms of users concerning their personal data under applicable data protection laws.
- Ensuring that the third party has concluded a contract with us regarding the transfer of personal data, as required by applicable data protection laws.

9. (Contact Information of the Data Controller)

The contact details of the data controller are as follows. If you have any questions about this policy, your rights, or any other matters regarding the protection of personal data, please contact our car data protection office.

The data protection office can be contacted via the privacy policy page on our website or by asking our in-store staff.

Chapter 1: General Provisions

Article 1 (Applicability of Agreement)

- The Company shall rent a vehicle (hereinafter referred to as "rental car") to the "renter" in accordance with the provisions of this Agreement (hereinafter referred to as "Agreement") and Detailed Regulations, and the "renter" shall rent the "rental car" after having understood the "Agreement" and Detailed Regulations. Matters not prescribed in the "Agreement" and Detailed Regulations shall be handled in accordance with laws and regulations or general customs.
- The Company may accept special agreements, provided that they do not infringe upon the "Agreement" and Detailed Regulations, laws and regulations and general customs. In case a special agreement is concluded, it shall supersede this "Agreement" and Detailed Regulations.
- When concluding the rental agreement, if the renter designates a driver different from the renter, the renter shall inform such driver of the obligations of drivers and the matters stipulated in these Terms and Conditions and Detailed Regulations, and ensure that the driver complies with them.

Chapter 2: Reservation

Article 2 (Application for Reservation)

- For renting a "rental car", the "renter" may apply for a reservation, on agreeing to the rate table prescribed by the Company and specifying in advance the type and class of vehicle, purpose of use, starting date and time of rental period, location of rental, rental period, place of return, driver, necessity of a child safety seat or other accessories, and other conditions of rental (hereinafter referred to as "rental conditions").
- Upon receipt of an application for a reservation from the "renter", the Company shall accept the reservation within the range of "rental cars" owned by the Company and the rental conditions approved by the Company in principle. In such a case, the "renter" shall pay to the Company an application fee for reservation specified by the Company, unless exempted by the Company.

Article 3 (Change of Reservation)

To change any of the "rental conditions", the "renter" must obtain the consent of the Company.

Article 4 (Cancellation of Reservation)

- The "renter" and the Company shall conclude a rental contract for the "rental car" by the starting date and time of rental prescribed in Article 2, paragraph 1.
- The "renter" and the Company may cancel a reservation in such a manner as specified by the Company. If a rental contract of a "rental car" (hereinafter referred to as "rental contract") has not been signed within one hour after the starting time of the rental period, the reservation shall be deemed to be cancelled regardless of the circumstances.
- If a reservation is cancelled due to reasons of the "renter", the "renter" shall pay to the Company a reservation cancellation fee separately specified by the Company, and the Company shall return the previously received application fee for reservation to the "renter" at the same time that the reservation cancellation fee is received.
- If a reservation is cancelled due to reasons of the Company, the Company shall pay to the "renter" a penalty specified by the Company, in addition to returning to the "renter" the application fee for reservation which it received.
- If a "rental contract" is not concluded due to reasons other than those mentioned in the preceding paragraph 2, the reservation shall be deemed to be cancelled. In such a case, the Company shall return the previously received application fee for reservation to the "renter".
- The "renter" and the Company shall not make any claims against each other with respect to the cancellation of a reservation or failure to conclude a "rental contract, except as provided in this Article and the next Article.

Article 5 (Substitute Rent a Car)

- If the Company is unable to lease a "rental car" that meets the conditions booked by the "renter", such as the type and class of vehicle, accessories, smoking or non-smoking car, transmission specifications, etc. (hereinafter referred to as "conditions"), it shall promptly notify the "renter" of the situation.
- In the case of the preceding paragraph, if the Company is able to lease a "rental car" under "conditions" other than those of the reserved car, it may offer to lease to the "renter" a "rental car" under different "conditions" (hereinafter referred to as "substitute rental car"), notwithstanding Paragraph 4 and Paragraph 5 of the preceding Article.

(9) If he/she commits any act that contravenes the "Agreement" and Detailed Regulations:

- If he/she commits any act considered inappropriate by the Company.
- Notwithstanding the provisions in the preceding paragraphs, the Company may refuse to conclude the "rental contract" or cancel the reservation of the "renter" in any of the following cases:
 - If the Company does not have a "rental car" available for rental;
 - If the "renter" or the "driver" does not have a child safety seat for an infant under 6 years old who will be riding in the car
- With respect to the handling of the application fee for reservation when the Company has refused to conclude the "rental contract" based on the provisions in the preceding paragraph 2, the provisions in Article 4, paragraphs 3 to 6 shall apply.

Article 9 (Completion of Rental Contract)

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

Article 10 (Rental Rate)

- On completion of the "rental contract", the "renter" shall pay the rental rate specified in the next paragraph to the Company.
- The rental rate shall be the total of the following amounts, and the Company shall show each amount or a corresponding reference amount in the rate table:
 - Basic rate (2) Deductible compensation rate (3) Special equipment rate (4) One-way rate (5) Fuel rate (6) Vehicle assignment and pick-up rate (7) Other rates
 - The basic rate shall be the rate that has been notified to the Chief of the Local Transport Bureau, the Director of the Hyogo Land Transport Division of the Kobe Transport Administration Division, or the Director of the Land Transport Office of the Okinawa General Bureau.
- If the Company revises the rental rate after completion of the reservation prescribed in Article 2, the "renter" shall pay the lower rate applied at time of completion of the reservation and the rate at time of rental.

Article 11 (Change of Conditions of Rent)

When changing the conditions of rent specified in Article 7 after the conclusion of the "rental contract", the "renter" must obtain the consent of the Company.

Article 12 (Inspection and Maintenance)

- The Company shall conduct the inspections prescribed in Article 47.2 (Daily Inspection and Maintenance) and Article 48 (Regular Inspection and Maintenance) of the Road Trucking Vehicle Law, and shall rent properly maintained "rental cars".
- The "renter" or the "driver", in renting the "rental car", shall confirm that the "rental car" meets the conditions of rent by inspecting the exterior appearance of the car and accessories based on a separately specified inspection sheet and confirming that the car has not been poorly maintained.

Article 13 (Issuance and Carrying of Rental Certificate)

- When the "rental car" is delivered to the "renter", the Company shall issue to the "renter" a prescribed rental certificate in writing (including electromagnetic means such as email) with such contents as specified by the Chief of the Local Transport Bureau, the Director of the Hyogo Land Transport Division of the Kobe Transport Administration Division, or the Director of the Land Transport Office of the Okinawa General Bureau.
- The "renter" or the "driver", during the period of use of the "rental car", must carry (including carrying via an electromagnetic record) the rental certificate issued in accordance with the preceding paragraph.
- If the "renter" or the "driver" loses the rental certificate, he/she shall immediately notify the Company regarding the loss of the certificate.

Chapter 4: Use of Vehicle

Article 14 (Management Responsibilities of Renter)

- The "renter" or the "driver" shall use and care for the "rental car" as its proper manager, from the time the "rental car" is received until it is returned to the Company (hereinafter referred to as "during the period of use").
- When using a "rental car", the "renter" or the "driver" shall comply with laws and regulations, the "Agreement", Detailed Regulations, instruction manuals and other directions for use presented by the Company.

- If the "renter" or the "driver" uses a toll road such as an expressway, a toll parking lot or other fee-based service "during the period of use", the "renter" or the "driver" shall be responsible for such usage fees and shall pay the operator that provides the fee-based service.
- If the "renter" or the "driver" uses the ETC System, and a company, etc., that operates a toll road (hereinafter referred to as a "toll road operator") requires using the Company's non-payment toll road usage fees, etc. by the "renter" or the "driver", the Company may disclose information related to the "renter" or the "driver" to the "toll road operator", and the "renter" and the "driver" shall consent to this.

Article 15 (Daily Inspection and Maintenance)

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

Article 16 (Prohibited Acts)

- The "renter" or the "driver" must not perform the following acts "during the period of use".
 - Using the rental car for a motor carrier business or for other similar purposes without obtaining the consent of the Company and authorization, etc. based on the Road Transport Law;
 - Using the "rental car" for purposes other than the designated purposes or having it driven by persons other than the "driver" prescribed in Article 7;
 - Sub-leasing the "rental car", having it used by third parties, or performing other acts such as depositing it as collateral;
 - Forging or falsifying the license number plate or VIN number plate of the "rental car", or changing the original condition of the "rental car" by modifying or remodeling it;
 - Using the "rental car" for any kind of test or competition (includes any activity deemed as being a "competition" by the Company) or for pulling or pushing other vehicles without obtaining the consent of the Company;
 - Using the "rental car" in violation of laws and regulations or public order and morals;
 - Taking out accident insurance for the "rental car" without obtaining the consent of the Company;
 - Taking the "rental car" outside of Japan;
 - Engaging in acts that cause significant inconvenience to the Company or other renters (including, but not limited to, leaving personal belongings inside the rental car or smoking in a non-smoking vehicle, which may result in soiling or contamination of the rental car).
 - Performing other acts in violation of the conditions of rent or "rental conditions" prescribed in Article 7.

Article 17 (Illegal Parking)

- If the "renter" or the "driver" parks the "rental car" illegally in violation of the Road Traffic Law, he/she shall report, immediately after the illegal parking, to the police having jurisdiction over the area related to the illegal parking (hereinafter referred to as "jurisdictional police"), and shall be personally responsible for paying the parking fine as well as towing, storage, and other costs related to the traffic violation (hereinafter referred to as "handling of violation").
- When notice of an illegally parked "rental car" is received from the police, the Company shall inform the "renter" or the "driver" and instruct him/her to promptly relocate the "rental car" and report to the jurisdictional police to deal with the violation before the expiration of the rental period or by the time instructed by the Company, and the "renter" or the "driver" shall follow these instructions. If the "rental car" has been relocated by the police, the Company may, at its own discretion, pick up the "rental car" from the police.
- After giving the instruction in the preceding paragraph, the Company shall, at its own discretion, confirm the status of the handling of violation through the notice of traffic violation and payment notice/receipt, etc., and if the violation has not been dealt with, shall repeatedly give the instruction in the preceding paragraph to the "renter" or the "driver" until the violation is finally settled. If the "renter" or the "driver" does not follow the instruction in the preceding paragraph, the Company may immediately cancel the rental contract without any prior notice or demand, and request the "renter" and the "driver" to immediately return the "rental car". The "renter" or the "driver" shall sign a document prescribed by the Company on which he/she acknowledges the fact of illegal parking, and that he/she will report to the police and follow the legal procedures for violators (hereinafter referred to as "acknowledgement letter").
- Notwithstanding the provisions relating to the treatment of personal information referred to in the beginning of the "Agreement", the "renter" or the "driver" shall agree to submit to the Public Safety Commission materials such as the letter of explanation prescribed in Article 51-4, paragraph 6 of the Road Traffic Law, the "acknowledgement letter" and rental certificate, and to cooperate with the police by submitting to the police materials containing personal information such as the "acknowledgement letter" and rental certificate, if deemed necessary by the Company.
- If the "renter" or the "driver" shall agree to the treatment of violation by the time of return of the "rental car", and if the Company has borne the expenses required for searching for the "renter" or the "driver" of the "rental car" (hereinafter referred to as "search expenses"), or if the Company has borne the expenses required for the towing, storage and pickup of the vehicle (hereinafter referred to as "vehicle management expenses"), then the "renter" or the "driver" shall pay the following expenses to the Company by a due date to be designated:
 - Amount corresponding to the fine for illegal parking
 - Penalty for illegal parking to be determined by the Company on the Parking Restrictions page (https://rent.toyota.co.jp/global_eng/drive/parking.html) (hereinafter referred to as "penalty and fine for illegal parking" together with the amount corresponding to the fine for illegal parking in (1) above)
 - Search expenses and vehicle management expenses
- If the "renter" has paid the fine for illegal parking after he/she paid the Company the penalty and fine for the said illegal parking based on the "rental car", the "renter" shall agree to the treatment of violation by the date specified by the Company, the Company shall take measures because of the institution of a public prosecution or the case being brought to trial at a family court, the Company shall return the said penalty and fine for illegal parking to the "renter".
- If the Company receives an order to pay the fine for illegal parking referred to in the preceding paragraph, or if the "renter" does not pay the full amount of the fine for illegal parking by the date specified by the Company, the Company shall take measures such as registering the name, date of birth, driver's license no., etc. of the "renter" with the All Japan Rent-A-Car Association system, and the "renter" shall consent to this.

Article 18 (GPS Function)

- The "renter" and the "driver" shall agree to the fact that in some cases, a global positioning system (hereinafter referred to as "GPS Function") may be installed in rental cars, the current position, travel route, and other such information of rental cars may be recorded with a system prescribed by the Company, and the recorded information in question may be used by the Company for the purposes stated below.
 - To confirm whether rental cars have been returned to their prescribed location at the end of rental agreements;
 - To check the current position and other such information of rental cars in the cases stipulated in the Items of Article 24 Paragraph 1, or in the case that using the information is otherwise deemed necessary for rental car management, rental agreement execution, or the like;
 - To perform marketing analysis in order to increase the quality of products, services, and so on provided to the "renter" and the "driver," and boost customer satisfaction, etc.
- The "renter" and the "driver" shall agree to delivery of the recorded information based on the preceding paragraph to TOYOTA MOTOR CORPORATION or other company or firm by which the "renter" and the "driver" cannot be identified or specified and agree to TOYOTA MOTOR CORPORATION's use of such recorded information for the purpose of research and development relating to transportation systems and map generation technology.
- The "renter" and the "driver" shall agree to the fact that the Company may disclose the information that has been recorded with the GPS Function in Paragraph 1 to the necessary extent in the case that such disclosure is required based on laws and regulations, or in the case that a related disclosure request or disclosure order has been received from a court of law, government agency, or other public institution.

Article 19 (Dashboard Camera)

- The "renter" and the "driver" shall agree to the fact that in some cases, a dashboard camera may be installed in rental cars, the driving of the "rental car" and the "driver" may be recorded, and the recorded information in question may be used by the Company for the purposes stated below.
 - To check the circumstances during the occurrence of an accident if an accident has occurred;
 - To check the driving of the "renter" and the "driver" in the case that doing so is deemed necessary for rental car management, rental agreement execution, or the like;
 - To perform marketing analysis in order to increase the quality of products, services, and so on provided to the "renter" and the "driver," and boost customer satisfaction, etc.
- The "renter" and the "driver" shall agree to delivery of the recorded information based on the preceding paragraph to TOYOTA MOTOR CORPORATION upon alteration by the Company into a form by which the "renter" and the "driver" cannot be identified or specified and agree to TOYOTA MOTOR CORPORATION's use of such recorded information for the purpose of research and development relating to transportation systems and map generation technology.
- The "renter" and the "driver" shall agree to the fact that the Company may disclose the information that has been recorded with the dashboard camera in Paragraph 1 to the necessary extent in the case that such disclosure is required based on laws and regulations, or in the case that a related disclosure request or disclosure order has been received from a court of law, government agency, or other public institution.

Article 20 (ETC Card Rental Service)

- If the ETC card rental service is used, the "renter" and the "driver" shall use it after having consented to the following terms.
 - The total amount of toll fees incurred "during the period of use" will be calculated on the basis of data recorded on the IC chip in the ETC card when the "rental car" is returned.
 - *Some fee adjustments and discounts are not recorded on the IC chip.
 - (Route connection fee adjustments due to detours and ETC discounts for some road contractors)

- If unpaid toll fees are discovered on a later date under the following circumstances, they will be calculated as additional fees.
 - *If unreported usage fees are discovered
 - *If travel logs or toll amounts cannot be checked due to problems with the ETC card or fee adjustment machine
 - *If the vehicle is returned to a TOYOTA Rental Shop that is unable to check the travel logs for any reason
- Should the ETC card be lost or stolen, the Company shall be notified and the "renter" and the "driver" shall indemnify for any loss or damage incurred due to improper use by a third party, etc. as a result of the card being lost or stolen.
- The "renter" and the "driver" are responsible for responding to any problems that arise due to the negligence, etc. of the "renter" or the "driver" (however, problems recognized as a traffic accident are excluded), and the Company shall bear no responsibility.
- The ETC card shall not be lent to a third party.
- If it is accepted that the Company will request the road operator to suspend the use of the ETC card if the "rental car" or the ETC card is not returned by the end of the rental period.
- If an enquiry regarding the user of an ETC card is received from a road operator (including after the expiry of the rental period), the user's personal information, including name, address, and contact information, shall be disclosed as requested.

Chapter 5: Return of Vehicle

Article 21 (Renter's Obligation for Returning Vehicle)

- The "renter" shall return the "rental car" to the Company at the designated place of return by the expiration date of the rental period.
- If the "renter" is unable to return the "rental car" within the rental period due to a natural disaster or other act of providence, he/she shall notify the Company without delay and follow the instructions of the Company.

Article 22 (Checking of Rent a Car)

- The "renter" shall return the "rental car" in the presence of the Company in the same condition as when it was first delivered, except for deterioration and wear due to normal use of the "rental car" or damage occurred due to a reason not attributable to the "renter" or the "driver".
- Before returning the "rental car", the "renter" shall confirm that there are no personal effects of the "renter", "driver" or fellow passengers left inside the "rental car". The Company shall not bear any obligations for the custody of personal effects after the "rental car" has been returned.

Article 23 (Time of Return of Rent a Car)

- If the rental period is extended based on Article 11, the "renter" shall pay a rental rate corresponding to the rental period after the change of the total rental rate before the change and the rate for the extra rental period, whichever is lower.
- If the "renter" returns the "rental car" after changing the rental period without obtaining the consent of the Company as prescribed in Article 11, he/she shall pay a penalty equal to twice the rate corresponding to the extra hours of the rental period, in addition to the rate prescribed in the preceding paragraph.

Article 24 (Place of Return of Rent-a-Car)

- If the "renter" changes the designated place of return based on Article 11, he/she shall bear the expenses required for forwarding the vehicle (hereinafter referred to as "forwarding expenses").
- If the "renter" returns the "rental car" to a place other than the designated place of return without obtaining the consent of the Company as prescribed in Article 11, he/she shall pay a penalty equal to twice the "forwarding expenses".

Article 25 (Measures Taken if Rent a Car is not Returned)

- If either of the following conditions applies to the "renter", the Company shall take necessary measures for confirming the whereabouts of the "rental car" by utilizing the "GPS function", and take measures such as sending an unreturned vehicle damage report to the All Japan Rent-a-Car Association or registering it in the All Japan Rent-A-Car Association system, in addition to taking measures such as the following matters:
 - If the "renter" does not respond to the Company's request for return of the "rental car" even after the rental period has expired;
 - If the "rental car" is deemed to be unreturnable because the whereabouts of the "renter" is unknown.
- If either of the conditions of the preceding paragraph applies, the "renter" shall pay the Company for expenses it incurred searching for the "renter" and picking up the "rental car".

Article 26 (Agreement on Registration and Use of Rental Information)

- Notwithstanding the provisions relating to the treatment of personal information referred to in the beginning of the "Agreement", the "renter", if either of the conditions applies to him/her, shall agree to have the objective information based on the fact of rental, including his/her name, address, driver's license no., etc. (hereinafter referred to as "rental information") registered with the National Rent-A-Car Association system and the renters watch list for a period not exceeding 7 years. (1) If the "renter" or the "driver" fails to pay the penalty and fine for illegal parking specified in Article 17, paragraph 5 to the Company by the due date designated by the Company; and (2) If either item of Paragraph 1 of the preceding Article is applicable.
- Notwithstanding the provisions relating to the treatment of personal information referred to in the beginning of the "Agreement", the "renter" shall agree to the following matters:
 - The rental information registered with the National Rent-A-Car Association system shall be used by the National Rent-A-Car Association and member Rent-A-Car Associations of each prefecture as well as by member companies.
 - The rental information registered on the renters watch list shall be used by TOYOTA MOTOR CORPORATION and the TOYOTA Rental Shops.

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

Article 27 (Breakdown or Rent a Car)

- If a breakdown of the "rental car" or other trouble occurs "during the period of use", the "renter" or the "driver" shall immediately stop using the car, notify the Company and follow the instructions of the Company.

Article 28 (Accidents)

- If an accident involving the "rental car" occurs "during the period of use", the "renter" or the "driver" shall immediately stop using the car and take the following measures, in addition to the legally required measures, irrespective of the seriousness of the accident:
 - Immediately report the details of the accident to the Company and follow the instructions of the Company;
 - If the "rental car" is to be repaired based on the instructions in the preceding item, have it repaired at a shop of the Company or a shop designated by the Company as approved by the Company;
 - Cooperate with the Company and the insurance companies under contract to the Company in the investigation of the accident, and submit all documents requested by the Company and the insurance companies without delay;
 - Obtain the consent of the Company before reaching a settlement or other agreement with the other party involved in the accident.
- In addition to matters specified in the preceding paragraph, the "renter" or the "driver" shall handle and settle the accident on his/her own responsibility in the event of the following:
 - The Company shall give advice to the "renter" or the "driver" regarding the handling of the accident, and shall cooperate in settling the accident.
 - If the vehicle is equipped with a dashboard camera or an onboard accident-recording device, or both devices, the Company shall record the situation related to vehicle impact, sudden braking, and the like for the purpose of checking the circumstances during the occurrence of the accident.
 - The Company shall take measures such as verifying the recording in the preceding paragraph in the case that doing so is deemed necessary.

Article 29 (Theft)

- If the "rental car" is stolen or damaged "during the period of use", the "renter" or the "driver" shall take the following measures:
 - Immediately report the matter to the nearest police station.
 - Immediately report the vehicle damage conditions to the Company and follow the instructions of the Company.
 - Cooperate with the Company and the insurance companies under contract to the Company in the investigation of the theft/damage, and submit all documents requested by the Company and the insurance companies without delay.

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

- If the "rental car" becomes unusable during the rental period due to a breakdown, accident, theft or other trouble (hereinafter referred to as "breakdown or other trouble"), the rental agreement shall be terminated.
 - In the case of the preceding paragraph, the "renter" or the "driver" shall bear the expenses required for the pick-up and repair of the "rental car", while the Company shall not return the previously received rental fee, provided that the "breakdown or other trouble" is not due to any of the reasons specified in Paragraph 3 or Paragraph 5.
 - If the "breakdown or other trouble" is due to a defect, flaw, or other cause from the "rental car" not conforming to the "rental conditions" existing before the vehicle was rented, the "renter" may be offered a "substitute rental car" by the Company. Article 5, paragraph 3 shall apply mutatis mutandis to the conditions of provision of a "substitute rental car".
 - If the "renter" is not offered a "substitute rental car" mentioned in the preceding paragraph, the Company shall return the full amount of the previously received rental fee to the "renter". The same shall apply when a "substitute rental car" cannot be offered.

- If the "breakdown or other trouble" occurred due to a reason which cannot be attributed to the "renter" or the Company, the Company shall return to the "renter" the amount of the previously received rental fee minus the amount of the rental rate for the period from the start of the rental to the termination of the "rental contract".
- Regardless of what is specified in paragraph 1, if the renter uses a rental car to provide paid transportation based on the permission pursuant to Article 78 (3) or registration pursuant to Article 79 of the Road Transportation Act (Act No. 183 in the year 1951), the renter agrees a prioritized application of the permission for that transportation or of the insurance held by the registration entity, concerning the liability for which the member is responsible in connection with that transportation.

Chapter 7: Indemnification and Compensation

Article 31 (Indemnification and Compensation for Business by Renter)

- If the "renter" or the "driver" has caused any damage to the Company's "rental car" (including a "rental car" leased by a rental agent on behalf of the Company under the provisions of Article 37) while using the vehicle, the "renter" shall indemnify the Company for the damage, provided that the damage was due to a reason attributable to the "renter" or "driver".
- If the "renter" is major liable for damage based on the preceding paragraph and an accident, theft, breakdown due to a reason attributable to the "renter" or "driver", or because the "rental car" has been defaced or left with a foul odor, resulting in the Company not being able to use the "rental car", the "renter" shall pay for such damage as specified in the rate table.
- If the "renter" or the "driver" has caused any damage to the Company or a third party through intention or negligence "during the period of use" of the "rental car" (including a "rental car" leased by a rental agent on behalf of the Company under the provisions of Article 37), he/she shall indemnify the Company for the damage.
- Notwithstanding the provisions in the preceding paragraphs, the "renter" or the "driver" shall not be required to compensate for any damage caused by a disaster designated as a major disaster pursuant to Article 2 of the Act on Special Financial Support to Deal with the Designated Disaster of Extreme Severity (Law No. 150 of 1962) (hereinafter referred to as "major disaster") if the damage, etc. relates to a "rental car" lost, damaged, or otherwise affected by force majeure in a region designated as a place hit by the major disaster unless the damage is the result of intention or gross negligence by the "renter" or the "driver".

Article 32 (Insurance)

- If the "renter" is liable for damage based on the "Agreement" and Detailed Regulations or the "driver" is liable for damage described in Paragraph 3 of the preceding Article, insurance money up to the following limits shall be paid to him/her from the accident insurance policy held by the Company or concluded by the Company for the "rental car", provided that payment of such insurance money does not fall under an exemption in the insurance policy conditions.
 - Compensation for personal damage: Unlimited per person (including compulsory automobile liability insurance)
 - Compensation for property damage: Unlimited (deductible of JPY 50,000 per accident)
 - Compensation for vehicle damage: up to market value (deductible of JPY 50,000, but JPY 100,000 for buses/large-sized trucks)
 - Compensation for personal injury: Up to JPY 30,000,000 per person
- The "renter" or the "driver" shall bear the cost of damage for which insurance money is not paid or damage exceeding the amount of insurance money to be paid based on the provisions in the preceding paragraph.
- If the Company has paid the cost of damage to be borne by the "renter" or the "driver" based on the provisions in the preceding paragraph, the "renter" or the "driver" shall immediately reimburse the Company for that cost.
- The cost of damage corresponding to the deductible of the insurance money specified in Paragraph 1 shall be born by the Company if the "renter" has paid a deductible compensation fee to the Company in advance; it shall be borne by the "renter" or the "driver" if he/she has not paid a deductible compensation fee.
- An amount equivalent to the insurance premium for the accident insurance policy prescribed in Paragraph 1 shall be included in the rental rate.
- Regardless of what is specified in paragraph 1, if the renter uses a rental car to provide paid transportation based on the permission pursuant to Article 78 (3) or registration pursuant to Article 79 of the Road Transportation Act (Act No. 183 in the year 1951), the renter agrees a prioritized application of the permission for that transportation or of the insurance held by the registration entity, concerning the liability for which the member is responsible in connection with that transportation.

Chapter 8: Cancellation

Article 33 (Cancellation of Rental Contract)

- If the "renter" or the "driver" has violated the "Agreement" and Detailed Regulations during the rental period, the Company may cancel the "rental contract" without notice or summons and may request the immediate return of the "rental car". In such a case, the Company shall return to the "renter" the balance of the previously received rental fee minus the amount of the rental rate for the period from the start of the rental to its cancellation and compensation for damages connected to cancellation of contract if such a balance exists.

Article 34 (Cancellation by Consent)

- The "renter" may cancel the "rental contract" during the rental period by obtaining the consent of the Company. In such a case, the Company shall return to the "renter" the balance of the previously received rental fee minus the amount of the rental rate for the period from the start of the rental to the return of the "rental car" and the cancellation fee.
- When the "rental contract" is canceled as described in the preceding paragraph, the "renter" shall pay to the Company the following cancellation fee: Cancellation fee = (Basic rate for scheduled rental period) - (Basic rate for period from start of rental to return of vehicle) × 50%.
- The preceding paragraph notwithstanding, in the event that the "renter" has concluded the "rental contract" on the basis of a reservation made through a travel agent, the cancellation fee shall be either the "rental rate for the scheduled rental period" minus the "rental rate for the period from the start of the rental to the return of the rental car," or JPY 5,500, whichever amount is lower.

Chapter 9: Miscellaneous Provisions

Article 35 (Offsetting Mutual Obligations)

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

Article 36 (Consumption Tax)

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

Article 37 (Late Charges)

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

Article 38 (Rental Agent)

If the "rental car" is rented from another company on behalf of the Company (such a company to be hereinafter referred to as "rental agent"), the words "the Company" used in the "Agreement" can be replaced by "rental agent", excluding matters related to the "Handling of Personal Information", Article 12, Article 16, Article 26 to 28 (contact numbers in case of the occurrence of a breakdown, accident, theft, etc. shall be the phone numbers of the Company and the "rental agent") and Article 39.

Article 39 (Governing Law)

- The governing law shall be the laws of Japan.
- Where there are any discrepancies between the Japanese Agreement and any other agreement such as the English Agreement, the Japanese Agreement shall apply preferentially.

Article 40 (Providing information on important matters)

- The Company shall endeavor to notify the "renter" prior to the renting, in clear and plain expressions, those terms of the "Agreement" and Detailed Regulations that are important matters, including the details of the "renters" liability for damage and compensation for loss or damage, the conditions for the Company's insurances and compensation system, the measures to be taken by the "renter" in the event of a breakdown, accident or theft, measures in case of parking violations and measures in case of delayed return.
- The "renter" shall endeavor to understand the contents of the "Agreement" and the Detailed Regulations.

Article 41 (Display, etc. of Agreement and Detailed Regulations)

- The Company shall indicate the terms of the "Agreement" to the "renter" by any of the following methods.
 - Posting them in a manner that is easily visible to the public at the Company's sales offices (including displaying them on monitors or other electronic devices)
 - Posting them to a website in a manner that is easily visible
 - Indicating them in writing (including electromagnetic means such as email)
- In addition, a summary of the terms of the "Agreement" shall be provided to "renters" by means of pamphlets, rate tables, and other documents published by the Company. The same shall apply when changes are made to the contents thereof.

Article 42 (Court of Jurisdiction)

If any disputes arise regarding the rights and obligations based on this "Agreement" and Detailed Regulations, the court having jurisdiction over the HQ location of the Company shall be the exclusive agreement jurisdictional court.