

TERMS AND CONDITIONS FOR RENTAL VEHICLE

CHAPTER 1 GENERAL RULES

Article 1 Application of the Terms and Conditions

1. Under these Terms and Conditions and the subsidiary rules of these Terms and Conditions prescribed pursuant to Article 40 (hereinafter referred to collectively as "Terms and Conditions, etc."), the Company shall rent a motor vehicle (hereinafter referred to as "Rental Vehicle") to the Renter, and the Renter shall rent such Rental Vehicle from the Company upon understanding and agreeing to the Terms and Conditions, etc. If the Renter designates a driver who is not the Renter pursuant to Article 8.3, the Renter shall make known the provisions in the Terms and Conditions, etc. which relate to such driver and cause such driver to comply with such provisions. Particulars not provided in the Terms and Conditions, etc. shall be construed in accordance with the subsidiary rules provided in laws, regulations and general customs.
2. The Company may enter into any special contract, provided that it is not contrary to the purport of the Terms and Conditions, etc., the laws, the administrative notices and general customs. In the event special contracts are entered into, such special contracts shall prevail over the Terms and Conditions, etc..

CHAPTER 2 RESERVATIONS

Article 2 Making Reservations

1. Provided that the Renter agrees to the Terms and Conditions and the price list, etc. as set forth separately, the Renter can, upon renting the Rental Vehicle, by the method provided separately, make reservations by specifying in advance the class of the Rental Vehicle, the commencement date and time of rental, the renting place, the period of rental, the returning place, the driver's name(s), use or non-use of a child seat or other accessories, and other rental conditions (hereinafter referred to as "Renting Conditions").
2. Upon receipt of the reservation from the Renter, the Company shall comply, in principle, with such reservation to the extent that the Rental Vehicle is available for such rental within

the vehicles in possession of the Company. In such case, the Renter shall pay a separately stipulated reservation deposit unless the Company agrees otherwise.

Article 3 Change of Reservation

In the event that the Renter desires to change any of the Renting Conditions as described under Article 2.1, the Renter must obtain the consent of the Company in advance.

Article 4 Cancellations of the Reservations, Etc.

1. The Renter can cancel the reservation by the method provided separately.
2. The reservation shall be deemed to have been cancelled when the Renter does not commence the process of executing a rental agreement for renting a Rental Vehicle (hereinafter referred to as "Rental Agreement") within one hour from the reserved commencement time of rental due to its own cause.
3. In the event of Articles 4.1 and 4.2, the Renter shall pay a cancellation fee to the Company as separately stipulated. Upon receipt of the cancellation fee, the Company shall return to the Renter the reservation deposit received.
4. If the Company cancels the reservation or does not execute the Rental Agreement due to its own cause, the Company shall return to the Renter the reservation deposit received, and additionally pay a penalty to the Renter as provided separately.
5. If the Rental Agreement of the anticipated Rental Vehicle is not executed as a result of any occurrence of an accident, theft, non-return, a recall, or natural disaster or any other event, which is not attributable to the Renter or the Company, the reservation shall be deemed to have been cancelled. In such case, the Company shall return to the Renter the reservation deposit received.
6. If the Company cannot send a reservation confirmation e-mail to the Renter via the address provided by the Renter or is unable to contact the Renter by telephone, the Company reserves the right to cancel the reservation.

Article 5 Substitute for the Rental Vehicle

1. If the Company is unable to rent a vehicle of the same class that the Renter has reserved, the Company may offer to rent a vehicle of a different class (hereinafter referred to as "Substitute Vehicle").
2. If the Renter accepts the offer as provided in Article 5.1, the Company shall rent the Substitute Vehicle under the same Renting Conditions offered at the time of reservation other than the class of rental vehicle. If the rental charge for the Substitute Vehicle is higher than that of the vehicle class as reserved, the rental charge for the reserved vehicle class shall apply, and if the rental charge for the Substitute Vehicle is lower than that of the vehicle class as reserved, the rental charge for the vehicle class of the Substitute Vehicle shall apply.
3. The Renter may refuse to accept the offer for the Substitute Vehicle made in accordance with Article 5.1 and cancel the reservation.
4. In the case of Article 5.3, if the reason for the Company's failure to rent the Rental Vehicle is attributable to the Company, the cancellation shall be treated as a cancellation pursuant to Article 4.4, and the Company shall return to the Renter the reservation deposit received, and additionally pay a penalty to the Renter as provided separately.
5. In the case of Article 5.3, if the reason for the Company's failure to rent the Rental Vehicle is not attributable to the Company, the cancellation shall be treated as a cancellation pursuant to Article 4.5, and the Company shall return to the Renter the reservation deposit received.

Article 6 Exemption

Except as otherwise stated in Articles 4 and 5, the Company and the Renter shall make no claims whatsoever against each other with respect to the cancellation of reservations or the non-execution of the Rental Agreement.

Article 7 Agency for Reservations

1. The Renter may make reservations through travel agents, business partners, etc. (hereinafter referred to as "Agent") who handle reservation services on behalf of the Company.

2. The Renter who has made reservations through the Agent as described under Article 7.1 may apply for change or cancellation of such reservations only through the said Agent.

CHAPTER 3 RENTALS

Article 8 Execution of the Rental Agreement

1. The Renter shall specify the Renting Conditions as set forth in Article 2.1, and the Company shall specify the vehicle renting conditions as set forth in these Terms and Conditions, the price list, etc. before entering into the Rental Agreement, except where there is no vehicle available for the Company to rent or where the Renter or the driver of the Rental Vehicle falls under any of the provisions of Article 9.1 or 9.2.

2. Upon the execution of the Rental Agreement, the Renter shall pay to the Company the rental charge as set forth in Article 11.1.

3. Based on the Basic Instructions issued by the governing agency (※1), the Company requires the Renter at the time of the execution of the Rental Agreement to present to the Company the driver's license, and may also require a photocopy of the driver's license of the driver(s) designated by the Renter (hereinafter referred as the "Driver") in order for the Company to make an entry of the name and address of the driver and type and number of the driver's license (※2) of the driver in the rental transaction register (original rental sheet) and in the rental vehicle certificate in accordance with the provisions of Article 14.1 as well. In such case, if the Renter himself/herself is the Driver, the Renter shall present to the Company the driver's license of his/her own may also a photocopy thereof, and if the Renter himself/herself is not the Driver, the Driver shall present to the Company the driver's license of his/her own and may also a photocopy thereof.

(*1) The Basic Instructions issued by the governing agency refers to Articles 2(10) and 2(11) of "The Basic Instruction concerning Rental Vehicles" issued by the Director of Automobile Bureau, the Ministry of Land, Infrastructure and Transport on June 13, 1995 as Ji-Ryo No.138.

(*2) The driver's license means a driver's license as stipulated by Form 14 of Article 19 of the Execution Rules for the Road Traffic Law out of the driver's licenses provided in Article 92 of the Road Traffic Law. Additionally, international driving permit or foreign driver's license as stipulated under Article 107.2 of the Road Traffic Law, shall be deemed as quasi-driver's license.

4. Upon execution of the Rental Agreement, the Company may ask the Renter and the Driver to present to the Company other documents for identification which the Company designates in addition to the driver's license, and the Company may make photocopies of such documents.
5. Upon execution of the Rental Agreement, the Company will ask the Renter and the Driver to report the mobile phone number or other means of contact so as to communicate with the Renter and the Driver during the rental period.
6. Upon execution of the Rental Agreement, the Company may require Renter to make payment by way of credit card or cash, or designate other methods of payment.
7. The Renter may not extend the rental period after the execution of the Rental Agreement. In this case, Article 4.5 shall apply to the handling of the reservation deposit.

Article 9 Refusal to Execute the Rental Agreement

1. In the event that the Renter or the Driver falls under any of the provisions set forth below, the Rental Agreement shall not be executed.
 - (1) If the driver's license required to operate the Rental Vehicle is not presented to the Company, or if the Renter or the Driver does not consent to the submitting of a copy of the driver's license of such Driver even though the Company has made a request thereof.
 - (2) If the Renter or the Driver is deemed to be under the influence of alcohol.
 - (3) If the Renter or the Driver presents toxic symptoms due to narcotics, stimulant drugs, thinner, etc.
 - (4) If the Renter or the Driver intends to accompany children under the age of 6 notwithstanding the fact the Renter or the Driver fails to install a child seat in the Rental Vehicle.
 - (5) If the Company determines that the Renter or the Driver is a member of a crime syndicate or a crime syndicate-related organization, or associated therewith, or a member of other antisocial organizations.

2. In the event that the Renter or the Driver falls under any of the provisions set forth below, the Company shall reserve the right to refuse to execute the Rental Agreement.

(1) If the Driver designated at the time of reservation differs from the Driver at the time of the execution of the Rental Agreement.

(2) If the Renter or the Driver has defaulted on the payment of rental charges or other payments owed to the Company with respect to past rentals.

(3) If the Renter or the Driver acted in contravention of Article 17 with respect to past rentals.

(4) If the Renter or the Driver committed any of the acts provided in Article 18.6 or Article 25.1 with respect to past rentals (including rentals from other car rental companies).

(5) If the Renter or the Driver had automobile insurance coverage refused with respect to past rentals due to any violation of the terms and conditions for rental or the insurance policies.

(6) If the Renter or the Driver used any violent acts or statements or demanded any burden exceeding a reasonable range against employees or other related parties of the Company in relation to a transaction with the Company.

(7) If the Renter or the Driver damaged the credit of the Company or interfered with the business of the Company by spreading false information, or by use of fraudulent means or force.

(8) If the Renter or the Driver does not meet any conditions as separately prescribed.

(9) If the Company otherwise determines inappropriate.

3. If a reservation already exists with the Renter in case of Article 9.1 or 9.2, the reservation shall be deemed to have been cancelled, and if the Renter has paid the cancellation fee as stated in Article 4.3, the Company shall return to the Renter the reservation deposit received.

Article 10 Formation of the Rental Agreement, Etc.

1. The Rental Agreement shall be formed when the Renter pays the rental charge to the Company and the Company delivers the Rental Vehicle to the Renter. In such case, the reservation deposit received shall be allotted as part of the rental charge.
2. The delivery as described under Article 10.1 shall take place at the commencement date and time of rental as specified in Article 2.1 and at the renting place as specified in Article 2.1.

Article 11 Rental Charge

1. The Rental Charge shall mean the total of the following amounts, and the Company shall specify each amount as well as the basis for calculation in the price list:
(1) Basic rental charge; (2) enrollment fees for optional Collision Damage Waiver;
(3) optional fees; (4) drop-off charge; (5) fuel charge; (6) delivery/collection charge; (7) other charges.
2. The basic rental charge shall be in accordance with the rental price which the Company is filed with the Director of the Land Transport Office of District Bureau of Transport and implemented at the time of rental.
3. If the rental charge is changed after the reservation has been made in accordance with Article 2, the applicable rental charge shall be the lower of the rental charge as of the time of reservation and the rental charge as of the time of rental.

Article 12 Changes in Renting Conditions

1. If the Renter desires to change the Renting Conditions as set forth in Article 8.1 after the execution of the Rental Agreement, the Renter must obtain the prior consent of the Company.
2. The Company may not consent to a change to the Renting Conditions as described under Article 12.1 if such change interferes with the Company's renting operations.

Article 13 Inspection/Maintenance and Confirmation

1. The Company shall rent the Rental Vehicle after conducting necessary periodic inspection and maintenance as stipulated in Article 48 of the Road Transport Vehicle Law (Periodic Inspection and Maintenance).

2. The Company shall conduct necessary inspection and maintenance as stipulated in Article 47.2 of the Road Transport Vehicle Law (Daily Inspection and Maintenance).
3. The Renter or the Driver shall confirm that the Rental Vehicle has been duly inspected and maintained under Articles 13.1 and 13.2 and that the Rental Vehicle is free from defects by inspection of the exterior and the accessories of the Rental Vehicle, and also that the Rental Vehicle otherwise meets the Renting Conditions.
4. In the event that any defects are detected in the Rental Vehicle upon the checkup under Article 13.3, the Company shall immediately perform necessary repairs, maintenance, etc.

Article 14 Issuance and Carrying of the Rental Vehicle Certificate, Etc.

1. At the time of delivery of the Rental Vehicle, the Company shall issue to the Renter a designated certificate of rental vehicle in written form (including in electromagnetic form such as email) stating the matters set forth by the Director-General of the District Transport Bureau.
2. The Renter or the Driver must carry (including carrying by way of electromagnetic record) the rental vehicle certificate issued in accordance with Article 14.1 while using the Rental Vehicle.
3. The Renter or the Driver shall immediately notify the Company if the Renter or the Driver loses the rental vehicle certificate.
4. The Renter or the Driver must return the rental vehicle certificate when returning the vehicle.

CHAPTER 4 USE

Article 15 Managerial Responsibilities, etc.

1. The Renter or the Driver shall observe the duties with the care of a good custodian in operating and maintaining the Rental Vehicle during the period from the delivery until the return of the Rental Vehicle to the Company (hereinafter referred to as "during the period of use of the Rental Vehicle").
2. When using the rental car, the Renter or the Driver shall comply with all laws, regulations, terms and conditions, bylaws, operating manuals, and any other usage instructions provided by the Company.

Article 16 Daily Inspections and Maintenance

During the period of use of the Rental Vehicle, the Renter or the Driver must conduct necessary daily inspection and maintenance of the Rental Vehicle before use as set forth in Article 47.2 of the Road Transport Vehicle Law (Daily Inspection and Maintenance).

Article 17 Prohibited Acts

1. The Renter or the Driver shall be prohibited from any of the following acts during the period of use of the Rental Vehicle.
 - (1) To use the Rental Vehicle for transportation business utilizing automobiles or purposes similar thereto without obtaining the consent of the Company or the permission as required by the Road Transport Law.
 - (2) To use the Rental Vehicle for purposes other than those specified, or to let a third party other than the Driver specified on the rental vehicle certificate under Article 8.3 or a person whom the Company approves drive the Rental Vehicle.
 - (3) To sublet the Rental Vehicle or to deposit it for security or any other acts which would infringe on the rights reserved by the Company.
 - (4) To falsify or alter the automobile registration number plate or license number plate of the Rental Vehicle, or to change the original form of the Rental Vehicle by rebuilding, redesigning, etc. the Rental Vehicle.
 - (5) To use the Rental Vehicle for any kind of test or competition, or for towing or pushing any other vehicle without obtaining the consent of the Company.
 - (6) To use the Rental Vehicle in violation of laws and regulations or against public order and standards of decency.
 - (7) To purchase damage insurance for the Rental Vehicle without obtaining the consent of the Company.
 - (8) To remove car navigation systems, audio systems, and other equipment installed in rental vehicle. Furthermore, to use tools, equipment, etc. in the vehicle for purposes other than the rental vehicle.

(9) To bring in pets without permission. Even when permitted, to take pets out of the cage inside the vehicle.

(10) To bring the Rental Vehicle out of Japan.

(11) To otherwise act in violation of the Renting Conditions of Article 8.1.

2. The Company may initiate legal procedures in the event any of the provisions of Articles 17, 18 or 25 is applicable and there is a violation of the criminal law.

Article 18 Measures in Case of Illegal Parking, Etc.

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

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

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

compliance with the related laws and regulations, and the Renter or the Driver shall comply accordingly.

4. If the Company deems necessary, the Company may cooperate with police in pursuit of the responsibility of the Renter or the Driver in connection with the illegal parking, taking such action as submitting to the police documents containing personal information, except Social Security and Taxation Number(hereinafter referred to as "Individual Number"), such as the Acknowledgement Letter or the rental vehicle certificate. The Company may also take necessary legal measures such as submitting to Public Safety Commission documents containing personal information, including, but not limited to, a letter of explanation, the Acknowledgement Letter, the rental vehicle certificate and other documents set forth in Article 51.4.(6) of the Road Traffic Law and reporting the factual aspects of the illegal parking. The Renter or the Driver shall consent to such actions the Company may take.
5. In the event that the Company receives an order for payment of a violation fine for illegal parking in accordance with Article 51.4.(1) of the Road Traffic Law and pays such violation fine for illegal parking on behalf of the Renter or Driver, or the Company pays any expenses for searching the Renter or the Driver or for the collection of the Rental Vehicle, the Company will claim the amounts (hereinafter referred to as "Illegal Parking Related Expenses") against the Renter. In such case, the Renter shall pay the Illegal Parking Related Expenses to the Company on or before the due date designated by the Company. If the Renter has paid to the Company the entire amount required by the Company in accordance with Article 18.5, and the order for the payment of the violation fine for illegal parking is rescinded and the Company is refunded the violation fine for illegal parking due to subsequent payment of the penalty for such illegal parking by the Renter or the Driver, filing of prosecution, etc., the Company shall return to the Renter the amount equaling the violation fine for illegal parking out of the Illegal Parking Related Expenses already received.
6. Either in the event that the Company receives an order for payment of a violation fine for illegal parking in accordance with Article 18.5 or the Renter fails to make payment of the amount provided in Article 18.5 to the Company on or before the due date designated by the Company in accordance with such provision, the Company shall take measures such

as registering the name, birthdate, driver's license number, etc. of the Renter on the information management system of the All Japan Rent-A-Car Association (hereinafter referred to as "All Japan Rent-A-Car System"), and the Renter shall consent to such measures.

Article 19 GPS System

The Renter and the Driver acknowledge and agree that the Rental Vehicle may be equipped with a global positioning system (hereinafter referred to as "GPS System"), that current location, traffic route, etc. of the Rental Vehicle will be recorded on the system specified the Company, and that the Company may use such recorded information for the following purposes.

- (1) To confirm the return of the Rental Vehicle to the specified place upon the termination of the Rental Agreement.
- (2) To confirm the current location, etc. of the Rental Vehicle when Article 25.1 is applicable or otherwise when necessary for the management of the Rental Vehicle or the performance of the Rental Agreement, etc.
- (3) To use for the improvement of the quality of products, services, etc. provided to the Renter and Driver and marketing analyses for the improvement of customer satisfaction, etc. after processing the information into a form in which individuals cannot be identified or specified.

2. The Renter and the Driver acknowledge and agree that, if the Company is required to make disclosure under laws and regulations or receives disclosure requests or orders from courts, administrative bodies or other public agencies with respect to the information recorded by the GPS System referred to in Article 19.1, the Company may disclose such information within the extent necessary.

Article 20 Dashboard Camera (Drive Recorder)

The Renter and the Driver acknowledge and agree that the Rental Vehicle may be equipped with a dashboard camera, that the driving conditions of the Renter and the Driver will be recorded, and that the Company may use such recorded information for the following purposes.

- (1) To confirm the circumstances of an accident when an accident occurs.
 - (2) To confirm the driving conditions of the Renter and the Driver when necessary for the management of the Rental Vehicle or the performance of the Rental Agreement, etc.
 - (3) To use for the improvement of the quality of products, services, etc. provided to the Renter and Driver and marketing analyses for the improvement of customer satisfaction, etc. after processing the information into a form in which individuals cannot be identified or specified.
2. The Renter and the Driver acknowledge and agree that, if the Company is required to make disclosure under laws and regulations or receives disclosure requests or orders from courts, administrative bodies or other public agencies with respect to the information recorded by the dashboard camera referred to in Article 20.1, the Company may disclose such information within the extent necessary.

CHAPTER 5 RETURN

Article 21 Responsibility for the Return of the Rental Vehicle.

1. The Renter or the Driver shall return to the Company the Rental Vehicle at the specified returning place at or before the expiration of the rental period.
2. The Renter shall compensate the Company for all damages caused to the Company if the Renter or the Driver is in violation of Article 21.1.
3. In the event that the Renter or the Driver fails to return the Rental Vehicle during the rental period due to a natural disaster or any other force majeure event, the Renter or the Driver shall not be liable for the damages arising from such cause. In this case, the Renter or the Driver shall immediately contact the Company and follow the instructions given by the Company.

Article 22 Check of the Rental Vehicle at the Time of Return, Etc.

1. The Renter or the Driver shall return the Rental Vehicle in the presence of a representative of the Company. In such case, the Renter or the Driver shall return the

vehicle in the same conditions as of the commencement of rental, except for the existence of ordinary wear and tear arising from normal use.

2. The Renter or the Driver, at the time of return of the Rental Vehicle, shall confirm that no articles belonging to the Renter or the Driver or any of the passengers have been left behind in the Rental Vehicle. The Company shall not be responsible for the safekeeping of the property left behind after the vehicle has been returned.

Article 23 Rental Charge for Rental Period Change

1. If the Renter changes the rental period in accordance with Article 12.1, the Renter shall pay the rental charge corresponding to the rental period after such change is made.
2. If the Renter exceeds the rental period without permission in accordance with Article 12, and returns vehicle late, in addition to the charge mentioned in the preceding Article, the Renter shall pay a penalty of 300% of the extension fee based on the extension time.

Article 24 Returning Place, Etc.

1. If the Renter changes the specified returning place in accordance with Article 12.1, the Renter shall bear the expenses required for forwarding the Rental Vehicle due to the change of the returning place.
2. In the event that the Renter returns the Rental Vehicle to any place other than the specified returning place without the consent of the Company under Article 12.1, the Renter shall pay the penalty for changing the returning place as follows:
Penalty for Changing the Returning Place = Expenses required for forwarding the Rental Vehicle due to the change of the returning place x 300%.

Article 25 Liquidation

1. The Renter shall immediately pay to the Company any unsettled charges such as extension fees, change of return location penalty fees, etc. (hereinafter referred to as "Unsettled Charges") at the time of return of the Rental Car. The Renter shall immediately pay to the Company any unsettled charges such as extension fee, change of return location penalty fee, etc. (hereinafter referred to as "Unsettled Charges").

2. If gasoline or other fuel is not replenished at the time of return of the rental car, the Renter shall immediately pay to the Company an amount calculated in accordance with the Company's prescribed conversion table based on the distance traveled during use (hereinafter referred to as the "Fuel Refund"). The renter shall immediately pay to the Company the amount calculated in accordance with the conversion table prescribed by the Company according to the distance traveled during use (hereinafter referred to as "Fuel Refund").

Article 26 Measures in Case of Non-Return

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

2. In case of non-return of the Rental Vehicle as provided in Article 23.1, the Company shall take all necessary measures to locate the said vehicle, including but not limited to, contacting families and relatives of the Renter or the Driver, as well as people in the offices where the Renter or the Driver works, or operating GPS System, etc.

3. In case Article 23.1 becomes applicable, the Renter shall be liable for all damages caused to the Company pursuant to Article 28, and additionally shall bear all the expenses the Company may have to incur for the collection of the Rental Vehicle and for the search of whereabouts of the Renter or the Driver.

CHAPTER 6 MEASURES IN CASE OF BREAKDOWNS, ACCIDENTS OR THEFTS

Article 27 Measures in Case Breakdowns Are Found

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

Article 28 Measures in Case of Accidents

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

(1) Immediately report to the Company on the situation of the accident and follow instructions given by the Company.

(2) If the Rental Vehicle is to be repaired based on instructions given by the Company as provided under Article 27.1(1), such repair shall be performed at the Company or at the repair facility designated by the Company, unless the Company agrees otherwise.

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

(4) If entering into settlement or other agreement with the counterparty with respect to the accident, obtain prior consent of the Company.

2. In addition to taking measures provided in Article 25.1, the Renter or the Driver shall handle the accident and solve the matter on his/her own responsibility.

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

Article 29 Measures in Case of Theft

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

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

(2) Repairs to the rental car shall be made at a factory designated by the Company, unless otherwise approved by the Company.

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

Article 30 Termination of the Rental Agreement due to Non-Usability of the Rental Vehicle

1. In the event that the Renter or the Driver cannot continue using the Rental Vehicle due to breakdown, accident, theft or any other cause (hereinafter referred to as "Breakdown, etc.") during the period of use of the Rental Vehicle, the Rental Agreement shall terminate.
2. In case of Article 30.1, the Renter shall bear the costs for collection, repair, etc. of the Rental Vehicle, and the Company shall not return to the Renter the rental charge received.
3. In the event that the Breakdown, etc. is caused by defects, flaws or other non-compliance of the Rental Vehicle with the Renting Conditions existing prior to its delivery to the Renter, a new Rental Agreement shall be deemed to have been executed, and the Renter may be provided with a Substitute Vehicle from the Company. Article 5.2 shall apply mutatis mutandis with regard to the rental conditions of the Substitute Vehicle.
4. In the event that the Renter is not provided the Substitute Vehicle under Article 30.3, the Company shall return to the Renter the rental charge received in full. The same shall apply if the Company is unable to provide a Substitute Vehicle.
5. In the event that the Breakdown, etc. is due to causes not attributable to the Renter, the Driver or the Company, the Company shall return to the Renter the remaining balance of the rental charge received after deducting the portion of the rental charge which corresponds to the period from the commencement of rental to the termination of the Rental Agreement.
6. Except for the measures set forth in this Article 30, the Renter or the Driver shall make no other claims against the Company with respect to damages or losses arising out of the unavailability of the Rental Vehicle.

CHAPTER 7 Compensation and Indemnification

Article 31 Compensation and Business Indemnification

1. In the event that the Renter or the Driver causes damages to the Company or a third party during the period of use of the Rental Vehicle, the Renter shall be liable for compensation of such damages.
2. In the event the Renter is liable for compensation of damages pursuant to Article 30.1, the Renter shall compensate the Company in accordance with the provisions of the price list, etc. or indemnify the business for damages resulting from the loss of use of the Rental Vehicle due to accident or theft, or breakdown, defacement or odor of the Rental Vehicle.
3. The Renter or the Driver shall compensate the Company for any damage caused to a third party or the Company by the intentional or negligent conduct of the Renter or the Driver in connection with the use of the rented car.

Article 32 Insurance and Indemnification

1. In the event that the Renter is liable for compensation as stipulated in Article 28.1 or 28.3 or the Driver is liable for compensation as stipulated in Article 30.3, insurance payment or indemnification payment shall be paid in accordance with the liability insurance contract which the Company has executed with regard to the Rental Vehicle or the Company's indemnification system, but not exceeding the following limits:

(1) Bodily Injury/Death:

Per Person - Unlimited (including automobile liability insurance policy)

(2) Property Damage:

Per Accident - Unlimited (Deductible/¥100,000)

(3) Rented Vehicle:

Per Accident - ¥2 Million (Deductible/ ¥100,000)

(4) Personal Injury Protection Coverage:

Per Person - Maximum ¥10 Million

2. The insurance payment or indemnification payment as set forth in Article 32.1 will not be paid if any of the exemption clauses in the liability insurance or indemnification policy is applicable.

3. Any damage for which insurance or compensation is not paid and any damage in excess of the compensation limit shall be borne entirely by the Renter or the Driver. The same

shall apply to the lessee only when the lessee is liable for compensation under Paragraph 1 or 3 of the preceding Article, and to the driver only when the driver is liable for compensation under Paragraph 3 of the preceding Article. The same applies to Paragraph 5 of this Article.

4. Notwithstanding the provisions of the preceding Paragraph 3, in the event that the Company has paid the amount of damages owed by the Renter or the Driver, the Renter or the Driver shall immediately reimburse the Company for the amount paid by the Company.

5. The amount of the deductible in Article 32.1 shall be borne by the Renter or the Driver. However, in the event the Renter has enrolled in the indemnity compensation system and paid the indemnity compensation fee at the time of the rental agreement, and in the event of an accident not reported to the police or the Company, an accident for which no insurance or compensation payment is made, an accident occurring after rental under Article 9. 1, Items 1 through 4 or Article 17, or an accident occurring during the rental period (in the event that the rental period has been changed with the Company's consent pursuant to Article 12. 1, the rental period after such change shall apply. (If the rental period has been changed with the Company's consent in accordance with Article 12. 1, the rental period shall be the rental period after such change.) In the event that the accident does not fall under any of the following items, the Company shall bear the amount of such deductible.

CHAPTER 8 Termination of the Rental Agreement

Article 33 Termination of the Rental Agreement

1. If the Renter or the Driver, during the period of use of the Rental Vehicle, violates these Terms and Conditions, or if it falls under any of the cases stipulated in Article 9.1, the Company may terminate the Rental Agreement without any notification or reminder whatsoever and immediately demand that the Renter or the Driver return the Rental Vehicle. In such case, the Company shall not return the rental charge for the Rental Vehicle already received.

2. In the case of Article33.1, the Company shall return to the Renter the balance of the rental charges received, after deducting the respective amounts corresponding to the period from the time of rental to the time of cancellation.
3. The Renter shall pay the Company for any damages incurred by the Company in the event of the cancellation described in Article33.2.

Article 34 Halfway Cancellation

1. Even during the period of use of the Rental Vehicle, the Renter may terminate the Rental Agreement upon obtaining the consent of the Company. In such case, the Company shall return to the Renter the remaining balance of the rental charge received after deducting the portion of the rental charge which corresponds to the period from the commencement of rental to the return of such amount. However, if the difference between the originally contracted usage time and the actual usage time is less than 24 hours, the Company shall not refund this amount.
2. The Renter shall immediately pay to the Company any unsettled sums or fuel settlement charges, if any, in accordance with Article 25.

CHAPTER 9 PERSONAL INFORMATION

Article 35 Purpose of Use of Personal Information

1. The Company obtains and makes use of personal information of the Renter or the Driver for the following purposes.
 - (1) For the purpose of carrying out the legally required particulars as condition for the business permit, including but not limited to preparing the rental vehicle certificate at the time of execution of the Rental Agreement, as an authorized business operator of vehicle renting business pursuant to Article 80.1 of the Road Transport Law.
 - (2) For the purpose of introducing rental cars, used cars and other products offered by the Company, rendering related services, etc., and notifying the holding of various events, campaigns, etc. through methods such as sending promotional materials, E-mails, etc. to the Renter or the Driver.

(3) For the purpose of verifying the identification or screening of the Renter or the Driver upon the execution of the Rental Agreement.

(4) For the purpose of carrying out a questionnaire campaign targeting the Renter or the Driver so as to plan and develop new products and services to be offered by the Company or to study ways to enhance customer satisfaction.

(5) For the purpose of statistically collecting and analyzing personal information (excluding individual numbers) and preparing statistical data bases customized to a form that is unable to recognize or specify an individual.

2. The Company will specify the specific purposes in advance if the Company intends to obtain personal information (excluding personal numbers) of the Renter or the Driver for any purpose not stated in any of the items in Article 32.1.

Article 36 Consent to Registration and Use of Personal Information

If the Driver or the Renter falls under Article 18.7 or Article 26.1, the personal information of the Driver or the Renter, including but not limited to the name, birthdate, driver's license number will be registered on the system of All Japan Rent-A-Car for no more than 7 years.

CHAPTER 10 MISCELLANEOUS

Article 37 Agent Rental

These Terms and Conditions shall apply even when we, as the owner of the rental car, entrust another company to rent the rental car on our behalf and rent the rental car to the Renter.

Article 38 Off Setting

The Company may, at any time, set off any monetary obligation owed by the Lessee to the Company under the General Terms and Conditions against any monetary obligation owed by the Renter to the Company.

Article 39 Consumption Tax

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

Article 40 Default Charge

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

Article 41 Versions in Japanese and in English

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

Article 42 Terms and Conditions and Subsidiary Rules

1. The Company may separately prescribe the subsidiary rules of these Terms and Conditions, and such subsidiary rules shall have the same effect as these Terms and Conditions.
2. The Company shall display these Terms and Conditions and the subsidiary rules at its rental offices and post them in the brochures issued by the Company, the price list, the website, etc. It applies to the amendment version.

Article 43 Agreement on Competent Court

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

SUPPLEMENTARY PROVISIONS

These Terms and Conditions shall be effective from January 1, 2022.