

# TERMS AND CONDITIONS FOR RENTAL

Established on 2018/03/26

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## CHAPTER 1: GENERAL PROVISIONS

### Article 1 (Applicability of the Terms and Conditions)

1. Japanbyvan.com (hereinafter referred to as the "Company") shall rent a vehicle (hereinafter referred to as "Rental Car") to the Renter in accordance with the provisions of these Terms and Conditions. Matters not prescribed in these Terms and Conditions shall be handled in accordance with laws and regulations or general customs.

2. The Company may accept special agreements, provided that they do not infringe upon the Terms and Conditions, laws and regulations and general customs. In case a special agreement is concluded, it shall supersede the Terms and Conditions.

3. The Renter acknowledges that all transactions under this Agreement are conducted in Japanese Yen (JPY). Due to exchange rate fluctuation and bank fees, there could be some variance between the amount initially paid and the amount refunded. The Company accepts no liability for any such variation.

4. Rental Car - means the Rental Car hired by the renter and includes tires, tools, accessories (navigation, adapters, fridge), camping utensils, and all other equipment, documents or additional hire items related to the Rental Car and any replacement or substitute vehicle that may be provided.

## CHAPTER 2: RESERVATIONS

### Article 2 (Application for Reservation)

1. For renting a Rental Car, the Renter may apply for a reservation, on agreeing to the price list prescribed by the Company and specifying in advance the type and class of vehicle, starting date and time of rental period, location of rental, rental period, place of return, driver, necessity of a child seat or other accessories, and other conditions of rental (hereinafter referred to as "Rental 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 Car is available for such rental within the vehicles in possession of the Company. 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)

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

### Article 4 (Cancellation of Reservation)

1. The Renter may cancel a reservation with the consent of the Company.

2. 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 due to reasons of the Renter, the reservation shall be deemed to be canceled.

3. If a reservation is canceled 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.

4. If a reservation is canceled due to reasons of the Company, the Company shall pay to the Renter the application fee for reservation and/or other fees which the Company received.

5. If the Rental Contract is not executed as a result of any occurrence of an accident, sudden breakdown of the vehicle, 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 canceled. In such case, the Company shall return to the Renter the application fee for reservation it received.

6. Cancellation fees are as follows:

- If cancelled up to 7 days prior to pick up: No Fee

- If cancelled from 7 to 4 days prior to pick up: 50% of total Rental Fee
- If cancelled 1-3 days prior to pick up or No Show: 100% of total Rental Fee
- If the Rental Car is returned early: No refund available

### **Article 5 (Substitute Rental Car)**

1. If the Company is unable to rent a Rental Car 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 Rental Car"). If the Company is unable to offer a substitute Rental Car, the cancellation shall be treated as a cancellation pursuant to Article 4.4.

### **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-conclusion of the Rental Contract.

### **Article 7 (Agency for Reservations)**

1. The Renter may apply for a reservation at reservation centers, travel agents, tie-up companies, etc. (hereinafter referred to as "Agent") that handle reservation services on behalf of the Company.
2. 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: RENTALS**

### **Article 8 (Conclusion of the Rental Contract)**

1. The Renter shall specify the Rental 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 Contract, except where there is no vehicle available for the Company to rent or where the Renter or the Driver falls under any of the provisions of Article 9.1 or 9.2.
2. Upon the conclusion of the Rental Contract, the Renter shall pay to the Company the rental rate as set forth in Article 11.1.
3. Based on the Basic Instructions issued by the governing agency (\*1), the Company will require the Renter at the time of the execution of the Rental Contract to present to the Company the driver's license, and may also require presentation of 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 and, if required, 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, if required, 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 Traffic 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 Act out of the driver's licenses provided in Article 92 of the Road Traffic Act. Additionally, international driving permit or foreign driver's license as stipulated under Article 107.2 of the Road Traffic Act, shall be deemed as quasi-driver's license.

4. The Company, in concluding the Rental Contract, may request the Renter or the Driver to submit identifying documents other than a driver's license and may make copies of such documents.

5. The Company, in concluding a Rental Contract, shall request the Renter or the Driver to submit a contact number, such as a mobile phone number, etc.

6. The Company, in concluding the Rental Contract, may designate the means of payment that the Renter can use, such as credit card, cash, etc.

7. The Renter agrees that the Company is irrevocably authorized to complete any documentation and to take any other action to recover from the Customer's credit or debit card issuer all amounts due by the Renter pursuant to this Agreement, including, but not limited to, any amounts due in respect of damage to the Rental Car or to property of a Third Party and all other additional charges as they are incurred, including parking and traffic offense penalties, road toll fines and associated administration costs.

## **Article 9 (Refusal to conclude a Rental Contract)**

1. If any of the following items pertains to the Renter or the Driver, the Company may refuse to conclude the Rental Contract:

- (1) If the driver's license required to operate the Rental Car is not presented to the Company.
- (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 Car.
- (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 conclude the Rental Contract.

(1) If the Driver designated at the time of reservation differs from the Driver at the time of the conclusion of the Rental Contract.

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

(3) If the Renter or the Driver committed any of the acts provided in Article 17 with respect to past rentals.

(4) If the Renter or the Driver failed to pay the costs under Article 18.5 or committed any of the acts provided under Article 23.1 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 Company otherwise determines inappropriate.

3. If a reservation already exists with the Renter in case of Article 9.2, the cancellation shall be handled as a cancellation due to reasons of the Renter and the Renter shall pay a reservation cancellation fee as prescribed in Article 4.6.

## **Article 10 (Formation of the Rental Contract, etc.)**

1. 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 reservation shall be applied to a part of the rental rate.

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 Rate)**

1. The rental rate shall be 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 rate (2) Special equipment rate (3) One-way rate (5) Fuel rate (6) Vehicle assignment and delivery/pick-up rate (7) Other rates

2. The basic rental rate shall be in accordance with the rental price which the Company has filed with the Director of the Land Transport Office of the District Bureau of Transport (Director of Kyoto Land Transport of the Controller Division of Kyoto Transport in Kyoto Prefecture; the same applies hereafter) and implemented at the time of rental.

3. If the rental rate is changed after the reservation has been made in accordance with Article 2, the applicable rental rate shall be the lower of the rental rate as of the time of reservation and the rental rate as of the time of rental.

## **Article 12 (Changes in Rental Conditions)**

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

## **Article 13 (Inspection/Maintenance and Confirmation)**

1. 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 Transport Vehicle Act and shall rent properly maintained Rental Cars.
2. 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.
3. In the event that any defects are detected in the Rental Car upon the checkup under the previous articles, the Company shall immediately perform necessary repairs, maintenance, etc.

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

1. When the Rental Car is delivered, the Company shall issue to the Renter or the Driver a prescribed rental certificate with such contents as specified by the Director-General of the Local Transport Bureau.
2. The Renter or the Driver must carry the rental certificate issued in accordance with the preceding paragraph while using the Rental Car.
3. The Renter or the Driver shall immediately notify the Company if the Renter or the Driver loses the rental certificate.
4. The Renter or the Driver shall return the rental certificate to the Company together with the return of the Rental Car.

# **CHAPTER 4:     USE**

## **Article 15 (Management Responsibilities of the Renter)**

The Renter or the Driver shall observe the duties with the care of a good custodian in operating and maintaining the Rental Car during the period from the delivery until the return of the Rental Car to the Company (hereinafter referred to as "During the Period of Use").

## **Article 16 (Daily Inspection and Maintenance)**

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

## **Article 17 (Prohibited Acts)**

The Renter or the Driver shall be prohibited from any of the following acts During the Period of Use:

- (1) To use the Rental Car 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 Act;
- (2) To use the Rental Car for purposes other than those specified, or to let a third party other than the Driver specified on the rental certificate under Article 8.3 drive the Rental Car;
- (3) To sublet the Rental Car 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 Car, or to change the original form of the Rental Car by rebuilding, redesigning, etc. the Rental Car;
- (5) To use the Rental Car 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 Car in violation of laws and regulations or against public order and standards of decency;
- (7) To purchase damage insurance for the Rental Car without obtaining the consent of the Company;
- (8) To bring the Rental Car out of Japan;
- (9) To drive the Rental Car by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by Japanese law;
- (10) To leave the ignition key in the Rental Car while unoccupied;
- (11) To submerge the car in water; let the Rental Car contact with salt water; creek or river crossing; driving through flooded areas or beach driving;
- (12) To transport any animals in the Rental Car.
- (13) To carry volatile liquids, gases, explosives or other corrosive or inflammable material except camping gas bombs.
- (14) To otherwise act in violation of the Rental Conditions of Article 8.1.

## **Article 18 (Measures, etc. in Case of Illegal Parking)**

1. If the Renter or the Driver parks the Rental Car in violation of the Road Traffic Act during the Period of Use, 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 illegal parking of the Rental Car, the Company shall contact the Renter or the Driver and instruct the Renter or the Driver to move or to collect the Rental Car 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 Car, the Company may itself collect the Rental Car 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 "Acknowledgment Letter") to the effect that the Renter or the Driver admits having illegally parked the Rental Car, that the Renter or the Driver shall report to the police station and that the Renter or the Driver shall act in compliance with the related laws and regulations, and the Renter or the Driver shall comply accordingly.

4. If the Company deems necessary, the Company may cooperate with police in pursuit of the responsibility of the Renter or the Driver in connection with the illegal parking, taking such action as submitting to the police documents containing personal information, such as the Acknowledgment 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 Acknowledgment Letter, the rental certificate and other documents set forth in Article 51.4(6) of the Road Traffic Act 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 Act 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 towing, storage and pickup of the Rental Car, the Company will claim the following amounts (hereinafter referred to as "Illegal Parking Related Expenses") against the Renter or the Driver. In such case, the Renter or the Driver shall pay the Illegal Parking Related Expenses to the Company on or before the due date designated by the Company.

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

6. If the Renter or the Driver is required to pay the penalty, etc. for illegal parking pursuant to the provisions of Article 18.1, and such Renter or Driver does not comply with the Company's instructions to complete the necessary procedure in accordance with Article 18.2 or the Company's request to sign the Acknowledgment Letter in accordance with Article 18.3, the Company may require that the Renter or the Driver pay an illegal parking fine separately prescribed by the Company (referred to as "Illegal Parking Fine" in the following paragraph) to be allotted to the violation fine for illegal parking and the penalty for illegal parking set forth in Article 18.5.



7. If the Renter or the Driver has paid to the Company the Illegal Parking Fine required by the Company in accordance with the preceding paragraph, 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 or the Driver the amount equaling the violation fine for illegal parking out of the Illegal Parking Related Expenses already received.

## CHAPTER 5: RETURN

### **Article 19 (Responsibility for the Return of the Rental Car)**

1. The Renter or the Driver shall return the Rental Car to the Company at the designated place of return by the expiration date of the rental period.
2. The Renter or the Driver shall compensate the Company for all the damage caused to the Company if the Renter or the Driver is in violation of Article 19.1.
3. In the event that the Renter or the Driver fails to return the Rental Car during the rental period due to a natural disaster or any other force major event, the Renter or the Driver shall immediately contact the Company and follow the instructions given by the Company. In this case, the Renter or the Driver shall not be liable for the damages arising from such cause.

### **Article 20 (Check of the Rental Car at the Time of Return, etc.)**

1. The Renter or the Driver shall return the Rental Car in the presence of a representative of the Company. In such case, the Renter or the Driver shall return the vehicle in the same conditions as of the commencement of rental, except for ordinary wear and tear arising from normal use.
2. The Renter or the Driver, at the time of return of the Rental Car, shall confirm that no articles belonging to the Renter or the Driver or any of the passengers have been left behind in the Rental Car. The Company shall bear no responsibility for the storage of such articles after the completion of return of the Rental Car.
3. If the Renter has unpaid rental rates, etc., the Renter shall settle the unpaid bills by the time of return of the Rental Car.

### **Article 21 (Rental Rate for Rental Period Change)**

1. If the Renter or the Driver changes the rental period in accordance with Article 12, the Renter or the Driver shall pay the rental rate corresponding to the rental period after such change is made.

2. If the Renter or the Driver returns the Rental Car after changing the rental period without obtaining the consent of the Company as prescribed in Article 12, 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 22 (Place of Return, etc.)**

1. If the Renter or the Driver changes the specified returning place in accordance with Article 12, the Renter or the Driver shall bear the expenses required for forwarding the Rental Car due to the change of the returning place.

2. If the Renter or the Driver 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 12, he/she shall pay a penalty for changing the returning place equal to twice the forwarding expenses.

## **Article 23 (Measures in Case of Non-Return)**

1. In the event that the Renter or the Driver does not return the Rental Car 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 Car is non-returnable because the whereabouts of the Renter are not known or due to other reasons, the Company may take legal measures including the filing of a criminal charge.

2. In case of non-return of the Rental Car as provided in the preceding paragraph, the Company shall take all necessary measures to locate the said vehicle, including but not limited to, contacting families and relatives of the Renter or the Driver, as well as people in the offices where the Renter or the Driver work, or utilizing the vehicle location information system, etc.

3. In case Article 23.1 becomes applicable, the Renter or the Driver shall be liable for all the damages incurred by 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 Car and for the search of whereabouts of the Renter or the Driver.

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

## **Article 24 (Measures in Case of Breakdowns)**

If the Renter or the Driver detects any abnormality or breakdown of the Rental Car during the period of use of the Rental Car, 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 25 (Measures in Case of Accidents)**

1. In the event that the Rental Car is involved in any accident during the period of use of the Rental Car, 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 or to a contact designated by the Company on the situation of the accident and follow instructions given.

(2) If the Rental Car is to be repaired based on instructions given by the Company as provided under Article 25.1(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 26 (Measures in Case of Thefts)**

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

(1) Immediately report to the nearest police station.

(2) Immediately notify the Company or a contact designated by the Company of the situation of the damage, etc. and follow the instructions given.

(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 27 (Termination of Rental Contract due to Unusable Vehicle)**

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

2. In case of Article 27.1, the Renter or the Driver shall bear the costs for collection, repair, etc. of the Rental Car, and the Company shall not return to the Renter or the Driver the rental fee received, provided that the Breakdown, etc. is not due to any of the reasons specified in Articles 27.3 or 27.5.

3. In the event that the Breakdown, etc. is caused by defects of the Rental Car existing prior to its delivery to the Renter, a new Rental Contract shall be deemed to have been executed, and the Renter may be provided with a Substitute Rental Car from the Company. Article 5.1 shall apply mutatis mutandis with regard to the rental conditions of the Substitute Rental Car.

4. In the event that the Renter does not accept the offer of a Substitute Rental Car under Article 27.3, the Company shall return to the Renter the rental fee received in full. The same shall apply if the Company is unable to provide a Substitute Rental Car.

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 fee received after deducting the portion of the rental fee which corresponds to the period from the commencement of rental to the termination of the Rental Contract.

7. Except for the measures set forth in this Article 27, 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 Car.

## CHAPTER 7: COMPENSATION AND INDEMNIFICATION

### **Article 28 (Compensation and Business Indemnification)**

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

2. If the damage incurred by the Company mentioned in the preceding paragraph involves an accident or theft and results in the Company not being able to use the Rental Car because of a 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, the renter shall pay for such damage as specified in the rate table for non-operation charges.

### **Article 29 (Insurance and Indemnification)**

1. In the event that the Renter or the Driver is liable for compensation as stipulated in Article 28.1, insurance payment or indemnification payment shall be paid up to the following limits in accordance with the liability insurance contract which the Company has executed with regard to the Rental Car or the Company's indemnification system, provided that payment of such insurance money does not fall under an exemption in the insurance policy conditions.

(1) Bodily Injury/Death:	Unlimited per person (including automobile liability insurance policy)
(2) Property Damage:	Unlimited per accident (deductible of ¥50,000)
(3) Vehicle Damage:	Up to market value (deductible of ¥100,000)
(4) Personal Injury Protection Coverage:	Up to ¥50 Million per person

2. In the event that no notification of an accident was made to the police or the Company, or in the event that the Renter or the Driver has violated these Terms and Conditions, insurance or indemnification payment as set forth in Article 29.1 shall not be made.

3. 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 set forth in Article 29.1.

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

5. Except for vehicle deductible in case of self-inflicted accidents, the cost of damage corresponding to the deductible of the insurance money specified in Article 29.1 shall be borne 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.

6. An amount equivalent to the insurance premium for the accident insurance policy prescribed in Article 29.1 shall be included in the rental rate.

7. The Company shall ensure that any money due back to the Renter is forwarded as quickly as possible, however Third Party claims can take months or even years to resolve. The Company cannot force the destiny of these claims, and the customer acknowledges that handling of these claims is up to our Insurer and the Third Party, whether they be insured or not.

8. The Company agrees to refund any Vehicle Security Deposit refunds applicable within 30 days of receiving the final resolution and payments relating to Third Party claims.

9. The Customer agrees to provide all reasonable assistance to the Company in handling any claim including providing all relevant information and attending Court (if possible) to give evidence.

## CHAPTER 8: TERMINATION OF THE RENTAL CONTRACT

### Article 30 (Termination of the Rental Contract)

If the Renter or the Driver, during the period of use of the Rental Car, violates these Terms and Conditions, or if it falls under any of the cases stipulated in Article 9.1 or 9.2, the Company may terminate the Rental Contract without any notification or reminder whatsoever and immediately demand that the Renter or the Driver return the Rental Car. In such case, the Company shall not return the rental rate received to the Renter.

## CHAPTER 9: PERSONAL INFORMATION

### **Article 31 (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 performing the legally required particulars as condition for the business permit, including but not limited to preparing the rental vehicle certificate at the time of execution of the Rental Contract, as an authorized business operator of vehicle renting business pursuant to Article 80.1 of the Road Transport Act.

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

(3) 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.

(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 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 of the Renter or the Driver for any purpose not stated in any of the items in Article 31.1.

### **Article 32 (Consent to Registration and 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 performing the legally required particulars as condition for the business permit, including but not limited to preparing the rental vehicle certificate at the time of execution of the Rental Contract, as an authorized business operator of vehicle renting business pursuant to Article 80.1 of the Road Transport Act.

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

(3) 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.

(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 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 of the Renter or the Driver for any purpose not stated in any of the items in Article 32.1.

3. The Renter and the Driver may request a disclosure of his/her personal information and in the event that the personal information retained by the Company is proven to be incorrect or erroneous, the Company shall promptly correct or delete such information.

## CHAPTER 10: MISCELLANEOUS

### **Article 33 (Set-Off)**

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

### **Article 34 (Consumption Tax)**

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

### **Article 35 (Late Charges)**

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

### **Article 36 (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. If the Company separately prescribes the subsidiary rules, the Company shall display them at its rental offices and post them in the brochures issued by the Company, the price list, the website, etc. The same shall apply to any change to the subsidiary rules.

### **Article 37 (Court of Jurisdiction)**

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

### **Article 38 (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.

### **SUPPLEMENTARY PROVISIONS**

These Terms and Conditions shall be effective from March 25, 2018.