

TERMS AND CONDITIONS

Article 1: Application of Agreement

1. TIMES MOBILITY CO., LTD. (hereinafter referred to as the “Company”) shall rent out a vehicle (hereinafter referred to as “Rental Car”) to the Renter, and the Renter shall rent the Rental Car from the Company, all in accordance with the provisions in this Agreement. Matters not provided for in this Agreement shall be governed by relevant laws and regulations, and common practice.
2. The Company may make special provisions as long as they do not violate the purport of this Agreement, laws and regulations, administrative issuances, and common practice. If a special provision is made, such provision shall take precedence over this Agreement.
3. If the Renter has designated another Driver as described in Article 7, Paragraph 1, then the Renter shall ensure that the other Driver understands and complies with the provisions of this Agreement that concern the Driver.

Article 2: Making a Reservation

1. Having consented to this Agreement, the separately prescribed price list, and other terms and conditions, the Renter may make a reservation, in accordance with the method separately provided by the Company, clearly specifying in advance the model or vehicle class, rental start date and time, rental location, rental period, return location, the name of the driver, requests for accessories such as toddler seats, and any other rental conditions (hereinafter referred to as “Rental Conditions”).
2. When the Renter has made a reservation, the Company shall offer the Rental Cars for rent in its possession. Upon reservation, the Company may request payment of a separately prescribed reservation fee, and the Renter shall pay the fee accordingly.

Article 4: Reservation Cancellations, etc.

1. The Renter may cancel a reservation by obtaining the consent of the Company.
2. A reservation shall be deemed to have been cancelled when, due to the Renter’s circumstances, the procedure for concluding the Rental Car Rental Agreement (hereinafter referred to as “Rental Agreement”) has not been commenced within one (1) hour of the rental start time indicated in the reservation.

3. If the Renter has failed to pay the reservation fee specified in Article 2, Paragraph 2, by the deadline specified by the Company, then the Company may cancel the reservation.
4. If a reservation has been cancelled by virtue of the preceding two paragraphs, the Renter shall pay the Company the reservation cancellation fee prescribed separately by the Company. If the reservation cancellation fee has been paid when a reservation fee had been paid, the Company shall reimburse the Renter the reservation fee.
5. The Company shall promptly inform the Renter when it is not possible to rent out the Rental Car reserved due to reasons attributable to the Company. In such a case, when it is not possible to rent out a different Rental Car of the same model or vehicle class (hereinafter referred to as "Substitute Rental Car"), or when the Renter does not agree to rent a Substitute Rental Car, the reservation shall be cancelled, and the Company shall reimburse the Renter the reservation fee.
6. The Company shall promptly notify the Renter according to the method it determined in advance when it is not possible to rent out a Rental Car reserved by the Renter due to natural disasters, accidents, theft, vehicle malfunctions or defects, recalls, delayed return by other renters, malfunctions in telecommunications operations, such as landline phones, mobile phones, smartphones, or internet connections, malfunctions or bugs in the system used to run the Company's Rental Car operations, or other reasons that cannot be attributed to the Company, or when it objectively deems inappropriate to rent out a vehicle to the Renter. In such a case, when it is not possible to rent out a Substitute Rental Car, or when the Renter does not agree to rent a Substitute Rental Car, the reservation shall be deemed to have been canceled. If a reservation has been canceled, the Company shall reimburse the Renter the reservation fee received, and the Company shall not be liable for any damage incurred by the Renter due to the cancellation of such reservation.
7. If the Renter has agreed to rent a Substitute Rental Car in the cases mentioned in the preceding two paragraphs, the Company shall rent out a Substitute Rental Car under the same Rental Conditions set at the time of reservation, except for the model or vehicle class; provided, however, that when the rental fee for the Substitute Rental Car is lower than that of the model or vehicle class reserved, the rental fee for the model or vehicle class of the Substitute Rental Car shall apply.