

Chapter 1 General Provisions

Article 1 (Application of the Terms and Conditions)

In accordance with the provisions of this agreement, the Company shall lend the rented car (hereinafter referred to as "rental car") to the Renter and the Renter shall be able to borrow. Matters that are not stipulated in this agreement shall be in accordance with the law of Article 36, laws, or ordinary practices.

The Company may respond to special provisions to the extent that it does not contravene the purpose, regulations, administrative orders and general customs of this agreement and bylaws. In the event of a special agreement, the special contract shall take precedence over these terms and conditions.

Chapter 2 Booking

Article 2 (Application for Reservation)

1. In renting-a-car, the Renter agrees to the terms of service and the schedule separately prescribed and separately prescribes the vehicle class, the borrowing start date and time, the borrowing place, the borrowing period, the returning place, the Driver, the child seat etc. It is possible to apply for reservation with the need for goods and other borrowing conditions (hereinafter referred to as "borrowing conditions") clearly stated.
2. When a reservation application is made by the Renter, the Company will generally respond to the reservation within the range of rental cars owned by the Company. In this case, the Renter shall, unless otherwise specified by the Company, pay a separately specified reservation application fee, except in cases specifically permitted by the Company.

Article 3 (Change in Reservation)

When intending to change the terms of borrowing under Article 2, paragraph 1, the Renter shall receive approval from the Company in advance.

Article 4 (Cancellation of reservation etc.)

1. The Renter can cancel a reservation by a separately specified method.
2. If the Renter, due to their own circumstances, does not initiate the procedure for entering into the car rental agreement (hereinafter referred to as the "rental agreement") even after one hour has elapsed beyond the reserved rental start time, the reservation shall be considered canceled.
3. In the case of the preceding two paragraphs, the Renter shall pay the cancellation fee to the Company in accordance with another provision, and when there is payment of this reservation cancellation fee, the Company shall notify the Renter and it shall be refunded.
4. If the reservation is canceled due to reasons on the part of the Company, or if the rental agreement is not entered, the Company shall refund the received reservation application fee and the Renter shall pay a separately specified penalty fee.
5. Reservation shall be canceled if a lending contract has not been concluded due to accidents, theft, repayment, recall, natural disaster, or other reasons not attributable to the Renter or the Company. In this case, we will refund the reservation application fee already received.

Article 5 (Substitute Rental Car)

1. When the Company is unable to provide a rental car of the same vehicle class that was reserved by the Renter, the Company may offer to provide a substitute rental car of a different vehicle class (hereinafter referred to as the "substitute rental car"). When the Renter accepts the offer under the preceding paragraph, the Company shall provide the substitute rental car under the same borrowing conditions as at the time of reservation, except for the car class. Additionally, if the rental fee for the substitute rental car is lower than the rental fee for the reserved vehicle class, the rental fee for the substitute rental car shall apply.

2. The Renter may refuse to apply for rental of the substitute rental car set forth in paragraph 1 and cancel the reservation.

3. In the case referred to in the preceding paragraph, when the reason of the rental agreement not being made under paragraph 1 is handled as a reason attributable to the Company, it is treated as cancellation of the reservation specified in Article 4, paragraph 5, and the Company will return the booked deposit received. In addition, the Company will pay a penalty fee according to separately specified points.

Article 6 (Disclaimer)

The Company and the Renter agree that, except for the actions specified in Article 4 and Article 5 regarding the cancellation of reservations or non-conclusion of rental agreements, they shall not make any claims against each other.

Article 7 (Agency for Reservation Business)

1. The Renter may make a reservation application through travel agencies, affiliated companies, or other representatives (hereinafter referred to as the "representatives") authorized by the Company to handle reservation activities on its behalf.

2. Renter who have submitted a reservation application to a representative in accordance with the preceding paragraph may only request changes or cancellations to the reservation through that representative.

Chapter 3 Rental

Article 8 (Conclusion of Rental Agreement)

1. The Renter shall clearly state the terms of borrowing prescribed in Article 2, Paragraph 1, and the Company shall conclude a lending agreement by clarifying the terms of the loan based on this agreement, tariff, etc. However, excluding cases where there is no rent-a-car that can be lent or when the Renter or Driver falls under any of the items of Article 9 Paragraph 1 or Paragraph 2.

2. When a rental agreement is concluded, the Renter shall pay the Company the rental fee specified in Article 11, Paragraph 1.

Based on the basic directives of the supervisory authority (Note 1), the Company may, for the purpose of concluding a rental agreement, request the Renter to provide the Driver's name, address, type of Driver's license, and Driver's license number in the rental record (rental receipt) and the rental certificate specified in Article 14, or request the submission of a copy of the Driver's license. In this case, the Renter, if they are the Driver, shall present their own Driver's license or submit a copy thereof, and if the Renter and the Driver are different individuals, the Driver shall present their Driver's license or submit a copy thereof.

(Note 1) Basic directives of the supervisory authority refer to the "Basic Directives Regarding Rental Cars" issued by the Director of the Automobile Division of the Ministry of Land, Infrastructure, Transport and Tourism (Automobile Travel No. 138, June 13, 1995), Section 2. (10) and (11).

(Note 2) The term "Driver's license" refers to the Driver's license in the format specified in Form 14 of the Supplementary Provisions of Road Traffic Act, Article 19. In addition, the international Driver's license or foreign Driver's license stipulated in Article 107-2 of the Road Traffic Act is treated as equivalent to a Driver's license.

3. Upon conclusion of a rental agreement, the Company may ask the Renter and Driver to present a document that can verify their identity in addition to a Driver's license and may take a copy of the documents submitted.

4. Upon the conclusion of a rental agreement, the Company may request to provide contact information, such as a mobile phone number, for communication with the Driver during the rental period.

5. When concluding a rental agreement, the Company may request the lessee to pay by credit card or cash or specify other payment methods.

Article 9 (Refusal to Conclude a Rental agreement)

When a Renter or a Driver falls under any of the following cases, a rental agreement cannot be concluded:

- (1) Fails to present the Driver's license required for driving the rented car or, despite the Company's request, refuses to submit a copy of the Driver's license of the Driver.
- (2) Appears to be under the influence of alcohol.
- (3) Displays symptoms of drug addiction, intoxication, or any other conditions caused by drugs, narcotics, inhalants, etc.
- (4) Carries a child under the age of 6 without using a child seat when one is required.

Is recognized as a member or affiliate of an organized crime group (yakuza) or an anti-social organization.² The Company may refuse to conclude the rental agreement when the Renter or the Driver falls under any of the following conditions.

(1) The Driver specified at the time of reservation differs from the Driver at the time of rental agreement.

(2) There is a history of delayed payment of rental fees in past rentals.

(3) When the Renter had committed any act listed in Article 17 during the past lending.

(4) When any of the facts listed in Article 18 paragraph 6 or Article 23 paragraph 1 are found in the past lending (including lending by other rental car carriers).

(5) Car insurance was not applicable due to violations of the rental agreement or insurance agreement in past rentals.

- (6) When conducting violent acts or requesting a burden beyond a reasonable range or using violent acts or words in relation to transactions with the Company, employees of the Company, or other stakeholders.
- (7) Spread rumors, used fraudulent means, threats, or excessive pressure to damage the Company's reputation or interfere with its business.
- (8) Fails to meet other specified conditions.

3. In the case of the preceding two paragraphs, in case where a reservation has already been established with the Renter, it shall be treated as a reservation cancellation, and the payment which has been made beforehand shall be refunded to the Renter.

Article 10 (Establishment of Rental Agreement.)

1. The rental agreement shall be established when the lessee pays the rental fee to the Company, and the Company hands over the rental car to the lessee. In this case, the received reservation application fee will be applied as part of the rental fee.

2. The delivery set forth in the preceding paragraph shall be made at the rental location specified in Article 2, paragraph 1, at the rental start date and time also specified in that paragraph.

Article 11 (Rental Fee)

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

- (1) Basic charge
- (2) Collision Damage Waiver
- (3) Optional fees
- (4) Fuel charges
- (5) Other fees

2. The basic fee is determined based on the fees implemented by the Company when delivering the rental car to the lessee and reported to the Director of the Regional Transport Bureau of the Ministry of Land, Infrastructure, Transport and Tourism (in the case of Hyogo Prefecture, to the Chief of the Hyogo Land Transport Department of the Kobe Transport Management Bureau, and in the case of Okinawa Prefecture, to the Chief of the Land Transport Office of the Okinawa General Affairs Bureau). The same applies to Article 14, Paragraph 1. If the rental fee is revised after making a reservation in accordance with Article 2,

the rental fee applied at the time of the reservation shall be compared with the rental fee at the time of delivery, and the lower of the two shall apply.

3. Regarding the rental fee, it shall be prescribed in the by-law.

Article 12 (Modification of Rental Conditions)

1. The Renter must obtain the Company's prior consent when they intend to modify the rental conditions specified in Article 8, Paragraph 1, after the rental agreement has been concluded.
2. The Company may refuse to approve the modification of rental conditions as per the preceding paragraph if it would interfere with the rental business.

Article 13 (Inspection and Verification)

1. The Company shall inspect its vehicles as stipulated in Article 48 of the Road Transport Vehicle Law [Periodic Inspection & Maintenance] and lend rented cars that have undergone the necessary maintenance.
2. The Company shall conduct the inspections specified in Article 47-2 of the Road Transport Vehicle Law [Daily inspection and maintenance] and implement necessary maintenance.
3. The Renter or Driver must verify that the rental car has no maintenance issues based on the inspections specified in the preceding two paragraphs, as well as the inspection checklist specified separately for the exterior appearance of the vehicle and its accessories and confirm that the rental car meets the rental conditions in other aspects.
4. If the Company discovers maintenance issues with the rental car based on the verification specified in the preceding paragraph, it must immediately carry out necessary maintenance and related actions.

Article 14 (Delivery of Rental Certificate, Mobile, etc.)

1. When The Company hands over a rental car, it shall provide the Renter or Driver a rental certificate stating the matters determined by the Director of Transport Bureau of the Regional Bureau of Transportation.
2. During the use of a rental car, the Renter or Driver shall carry a rental certificate issued pursuant to the preceding paragraph.
3. When the Renter or Driver loses the rental certificate, he / she shall immediately notify that fact to the Company.

4. At the same time, the Renter or the Driver shall return the rental letter to the Company when returning the rental car.

Chapter 4 (Use)

Article 15 (Duty of Care)

The Renter or the Driver must use and store the rental car with the diligence of a prudent manager from the moment they receive the car from the Company until they return it to the Company (referred to as "during use").

Article 16 (Routine Inspection and Maintenance)

The Renter or the Driver must, during use, perform daily inspections as specified in Article 47-2 of the Road Transport Vehicle Law [routine inspection and maintenance] for the rental car and carry out necessary maintenance before each use.

Article 17 (Prohibited Activities)

The Renter or the Driver shall not engage in the following acts during use:

- (1) Using the rental car for the purpose of automobile transportation or a similar purpose without the Company's consent and the necessary permits based on the Road Transport Law.
- (2) Using the rental car for purposes other than those specified, or allowing anyone other than the Driver listed on the rental certificate in accordance with Article 8, Paragraph 3, and those authorized by the Company to drive the vehicle.
 - (3) Doing any act that infringes upon the Company's rights, such as subleasing the rental car or using it as collateral.
 - (4) Falsifying or altering the rental car's vehicle registration number plates or chassis numbers or modifying or altering the car's original condition.
 - (5) Using the rental car for various tests or competitions, or to use it to tow or push other vehicles without receiving the Company's consent.
 - (6) To use a rental car in violation of laws or public order and morals.
 - (7) Enrolling the rental car in insurance without obtaining the Company's consent.
 - (8) To bring the rental car out of Japan without obtaining the Company's consent.
 - (9) Damaging or soiling electric vehicle or charger due to inappropriate handling -.
 - (10) Other acts that violate the terms of borrowing under Article 8, paragraph 1.

Article 18 (Treatment in case of Illegal Parking)

1. During use, if the Renter or the Driver commits illegal parking as defined by the Road Traffic Act in relation to the rental car, the lessee or the Driver shall immediately appear at the police station having jurisdiction over the area in which the illegal parking occurred and personally pay the fines or penalties related to the illegal parking, as well as cover the costs associated with towing, storage, and retrieval of the rental car..

2. If the Company receives notification from the police regarding illegal parking or abandonment of the rental car, the Company shall promptly contact the lessee or the Driver. The lessee or the Driver must then expeditiously move the rental car, or the Company may take possession of the rental car. Furthermore, the lessee or the Driver must appear at the relevant police station to handle the violation, either by the end of the rental period or as directed by the Company.

3. After issuing the instructions mentioned in the preceding paragraph, the Company may confirm the status of the violation by examining the traffic offense notice, payment receipt, or other related documents. If the violation remains unaddressed, the Company shall issue further instructions to the lessee or the Driver. The Company may also request the lessee or the Driver to sign a Company-provided document (referred to as a "self-recognition form") acknowledging that they have committed an illegal parking violation and agree to take legal action as required.

4. If deemed necessary by the Company, it may provide cooperation in pursuing legal action related to the illegal parking violation against the Renter or the Driver. This may include submitting documentation containing personal information, such as the self-recognition form and rental certificates, to the police or the Public Safety Commission, or any other required legal measures. The lessee or the Driver shall consent to these actions by the Company.

5. If the Company receives an order for payment of the abandoned vehicle fine as defined in Article 51-4, Paragraph 1 of the Road Traffic Act and pays the abandoned vehicle fine, or if the Company bears the costs of searching for the lessee or the Driver, or the costs of moving, storing, and retrieving the vehicle, the Company shall bill the renter or the Driver for the total expenses of the following items (referred to as "Parking Violation-Related Expenses"):

- (1) Equivalent to the abandoned vehicle fine
- (2) Parking violation penalty fee determined by the Company (¥20,000, non-taxable)
- (3) Costs incurred in searching and moving, storing, retrieving the vehicle, etc.

In this case, the lessee or the Driver shall pay the Parking Violation-Related Expenses to the Company by the specified due date.

6. In the event that the lessee or the Driver is required to pay the fines and penalties for illegal parking as provided in Paragraph 1 and, if they do not comply with the Company's instructions

for handling violations under Paragraph 2 or do not sign the self-recognition form as requested by the Company under Paragraph 3, the Company may use the Parking Violation Penalty Fee and the equivalent amount of the abandoned vehicle fine specified in Paragraph 5 as compensation from the lessee or the Driver.

7. If the Renter or the Driver has paid the amount claimed by the Company under Paragraph 5 and subsequently pays the fine for the parking violation, or if they face prosecution, and as a result, the order for payment of the abandoned vehicle fine is canceled, and the Company receives a refund of the abandoned vehicle fine, the Company shall refund only the equivalent amount of the abandoned vehicle fine and the parking violation penalty fee already received from the lessee or the Driver.

Chapter 5 Return

Article 19 (Responsibility for Return)

1. The Renter or the Driver shall return the rental car to the Company at a predetermined return location by the time the borrowing period expires.
2. When the Renter or Driver violates the provisions of the preceding paragraph, he shall compensate the Company for all damages incurred.
3. The Renter or Driver shall not be liable for damages to the Company if he is unable to return the rental car within the borrowing period due to natural calamity or another force majeure. In this case, the Renter or Driver immediately needs to contact the Company and follow the Company's instructions.

Article 20 (Confirmation at the Time of Return)

1. The Renter or Driver shall return the rental car and accessories in the condition in which they were delivered at the time of rental, with any usual wear and tear excepted. Before returning the rental car, they shall refuel it with gasoline or other fuel types, in the presence of a Company representative. If the fuel has not been refilled, the lessee or Driver shall immediately pay the amount calculated by the Company's conversion table, based on the mileage driven during the rental period.

2. When returning the rental car, the lessee or Driver shall confirm that there are no personal belongings or items left behind by the lessee, Driver, or passengers in the rental car. The Company shall not be responsible for storing or handling any items left behind.

Article 21 (Handling of Abandoned Items)

The Renter or Driver is responsible for ensuring that there are no abandoned items left in the rental car upon its return.

The Company is not responsible for confirming or handling abandoned items in the rental car, and the Company shall not be liable for any damages suffered by the lessee, Driver, or any third parties due to abandoned items.

When the Company retrieves abandoned items from the rental car, it shall follow the guidelines below. However, for items determined by the Company to have no financial value or for items that are difficult to store continuously, the Company may dispose of them without following the guidelines:

(1) For items such as Driver's licenses, passports, credit cards (including ETC cards, etc.), currency, banknotes, postage stamps, securities, vouchers, precious metals, mobile phones, and gemstones, the Company shall report them as lost property to the local police station. If the report is not accepted, the Company shall store the items for six months. If the owner's name and address become known during this period, the Company shall notify the owner to collect the items. However, if the owner's name and address do not become known during the six-month period, or if there is no request for collection by the owner, the Company shall consider the items abandoned, and the Company may dispose of them.

(2) For items such as firearms, swords, drugs, and other items prohibited by law, the Company shall immediately report them to the local police station.

(3) For abandoned items not falling under (1) or (2), the Company shall store them for three months. If no request for collection is made by the owner during this period, the Company shall consider the items abandoned, and the Company may dispose of them. The owner shall have no objection to the Company's disposal.

When the Company returns abandoned items to the lessee, it shall do so at a location designated by the Company, using a delivery or payment-on-delivery method as specified by the Company.

Article 22 (Rental Fee for Rental Period Change)

When a Renter or a Driver changes the borrowing period pursuant to Article 12, paragraph 1, he / she shall pay the rental fee corresponding to the changed borrowing period.

Article 23 (Place of Return)

1. When a Renter or a Driver changes the prescribed returning location pursuant to Article 12, Paragraph 1, he / she shall bear the transportation cost due to the change of the returning place.

2. When a Renter or a Driver returns a rental car to a place other than the predetermined return location without obtaining the consent of the Company pursuant to Article 12, paragraph 1, they shall pay a specified change of return location penalty fee.

Article 24 (Measures in case of Non-Return)

1. If the Renter or the Driver does not return the rental car to the predetermined return location, despite the expiration of the borrowing period and does not respond to our return request, or when the whereabouts of the Renter is unknown, The Company shall take legal measures such as filing a criminal complaint.

2. When the circumstances under the preceding paragraph apply, the Company shall take necessary measures to confirm the location of the rental car, including conducting interviews with the Renter, Driver's family, relatives, and workplace associates, as well as operating a vehicle location information system.

3. In the event that it falls under paragraph 1, the Renter or Driver shall be responsible for compensating the Company for damages pursuant to the provisions of Article 28, and for bearing the costs associated with the recovery of the rental car and for the search of the Renter or Driver

Chapter 6 (Measures in case of Malfunction, Accident, Theft)

Article 25 (Measures When Malfunction is Discovered)

When the Renter or the Driver finds an abnormality or breakdown of the rental car during use, they shall immediately stop driving, contact the Company, and follow the Company's instructions.

Article 26 (Measures When an Accident Occurs)

1. When an accident pertaining to a rental car occurs during use, the Renter or the Driver shall immediately stop driving, take measures in accordance with laws regardless of the size of the accident, and take the following measures:

- (1) Immediately report the accident situation to the Company and follow the Company's instructions.
- (2) When repairing a rental car based on the instructions in the previous item, the repair shall be carried out by the Company, or a repair shop designated by the Company.
- (3) Cooperate with the Company and the insurance Company contracted by the Company regarding the accident's investigation and promptly submit the necessary documents.
- (4) When establishing an agreement with the adversary party concerning the accident, obtain the Company's approval in advance.

2. In addition to taking the measures set forth in the preceding paragraph, the Renter or the Driver shall handle and resolve the accident on their own.

3. The Company shall provide advice on the handling of accidents for the Renter or Driver and shall cooperate in solving the accident.

Article 27 (Measures in Case of Theft)

1. If the rented car is stolen or suffers other damage during use, the Renter or the Driver shall take the following measures.

- (1) Report the theft to the nearest police station.
- (2) Immediately report the situation to the Company and follow the Company's instructions.
- (3) To cooperate with the investigation by the Company and the insurance Company contracted with the Company concerning theft and other damages, and to promptly submit the requested documents.

Article 28 (Termination of Lease Contract due to Inability to Use)

1. If the rental car becomes unusable due to malfunction, accident, theft, or any other reason (hereinafter referred to as "malfunction, etc.") during use, the rental agreement shall be terminated.

2. In the case referred to in the preceding paragraph, the Renter or Driver shall bear the expenses required for picking up and repairing the rental car, and the Company will not refund the rental fee already received. However, this shall not apply to cases where malfunction is caused by reasons specified in paragraph 3 or paragraph 5.

3. If the malfunction, etc. is caused due to a defect existing before the lending, it is assumed that a new lending contract has been concluded and the Renter shall be able to receive an alternative car from the Company. As for conditions for providing alternative car hire, Article 5 paragraph 2 shall apply mutatis mutandis.

4. If the Renter does not accept the alternative rental car as described in the preceding paragraph, the Company shall fully refund the received rental fee. The same applies if the Company is unable to provide an alternative rental car.

5. If the malfunction, etc., occurs due to reasons that cannot be attributed to the Renter, Driver, or the Company, the Company shall refund to the lessee the remaining amount after deducting the rental fee corresponding to the period from the start of the rental to the termination of the rental agreement from the received rental fee.

6. Except for the measures provided for in this section, the Renter and the Driver shall not make any claims other than those stipulated in this section for damages caused by failure to use the rental car.

Chapter 7 Compensation and Indemnification

Article 29 (Compensation and Business Compensation)

1. The Renter or the Driver shall compensate for any damage incurred by a third party or the rental Company during the use of the rented car, except in cases where the rental Company is at fault.

2. In addition to the above, if the rental Company is unable to use the rented car due to damage caused by an accident, theft, faults attributable to the Renter or Driver, or if the rented car is

damaged or has an unpleasant odor, compensation or business compensation will be determined according to the fare table, and the lessee or the Driver shall be responsible for paying it.

Article 30 (Insurance and Compensation)

1. When the lessee or the Driver is held responsible for the compensation obligation as stipulated in Article 29, the following limits of insurance proceeds or compensation shall be paid in accordance with the damage insurance contract or damage compensation liability mutual aid contract concluded by the rental Company for the rented car, or according to the compensation system specified by the rental Company:

(1) Third-Party Liability Compensation

Unlimited per person (including mandatory vehicle liability insurance)

(2) Property Damage Compensation

Unlimited per accident (deductible amount of 100,000 yen)

(3) Compensation for personal injury

Up to 30 million yen per person

2. If the exemption reasons stated in the insurance policy or compensation system apply, the insurance proceeds or compensation stipulated in paragraph 1 will not be paid.

3. Damages for which insurance proceeds or compensation are not paid and damages exceeding the insurance proceeds or compensation amount stipulated in paragraph 1 shall be borne by the Renter or the Driver.

4. When the rental Company has made payments for damages that should be borne by the lessee or the Driver, the lessee or the Driver shall promptly reimburse the rental Company for the payment amount.

5. The amount equivalent to the insurance premium for the damage insurance contract mentioned in paragraph 1 and the equivalent amount of mutual aid contributions for the damage compensation liability mutual aid is included in the rental fee.

Chapter 8 Termination of Rental Agreement

Article 31 (Termination of Rental Agreement)

When the Renter or Driver is in violation of this agreement during the use, or when it comes to falling under any of the items of Article 9, paragraph 1, the Company may terminate the rental agreement without any notice or warning and may request the immediate return of the rental car. In this case, the Company will not refund any rental fee received.

Article 32 (Agreed Termination)

1. Even if it is in use, the Renter may cancel the Rental Agreement after paying the cancellation fee specified in the next paragraph with the consent of the Company. In this case, the Company will refund the Renter the remaining amount after deducting the rental fee corresponding to the period from rental to return.

When terminating the rental agreement as stated in the previous paragraph, the lessee shall pay the rental Company the following termination fee: Termination Fee = (Basic fee corresponding to the rental agreement period) - (Basic fee corresponding to the period from rental to return × 50%)

Chapter 9 Personal Information

Article 33 (Purpose of use of personal information)

1. The purpose of acquiring and using personal information of the Renter or Driver is as follows:

(1) To perform obligations required as a business operator that has received permission for the car rental business based on Article 80, Paragraph 1 of the Road Transportation Act, such as creating a rental certificate at the time of entering into a rental agreement.

(2) To provide the Renter or the Driver with information related to rental cars, used cars, and other products handled by the rental Company, as well as services related to these and the holding of various events, campaigns, etc., through methods such as sending promotional materials and sending emails.

(3) In order to confirm the identity and the feasibility of concluding a rental agreement with the Renter or Driver.

(4) In order to conduct a questionnaire survey to the Renter or Driver for the purpose of planning and developing products and services handled by the Company or examining measures to improve customer satisfaction.

(5) In order to statistically compile and analyze personal information and to create statistical data processed into a form that cannot distinguish and identify individuals.

2. In the case of acquiring personal information of a Renter or Driver for purposes not stipulated in each item of paragraph 1, the purpose of use shall be clearly stated beforehand.

Chapter 10 Miscellaneous Provisions

Article 34 (Setoff)

The rental Company may set off at any time any monetary debt that the Renter or the Driver has against the rental Company arising from this contract.

Article 35 (Consumption tax)

The Renter or Driver shall pay the Company the consumption tax (including local consumption tax) imposed on the transaction under this contract.

Article 36 (Late Payment Penalty)

The Renter, the Driver, and the rental Company agree to pay a late payment penalty at an annual rate of 14.5% to the other party when failing to perform a monetary obligation under this contract.

Article 37 (Prior application of Japanese Language Contract)

If there is a discrepancy between the wording of the Japanese language contract or the term of the English-language agreement, the Japanese-language agreement shall be considered the official version and shall take precedence.

Article 38 (Bylaws)

1. The Company may establish bylaws for this agreement, and these bylaws shall have the same effect as this agreement.

When the Company establishes separate bylaws, it shall post them in its various business branches and include them in brochures, fee schedules, and other materials issued by the rental Company. The same shall apply when amending these bylaws.

Article 39 (Court of competent jurisdiction)

Where conflicts arise concerning the rights and obligations under this agreement, regardless of the appeal fee, the court having jurisdiction over the location of the head office, branch office or business office of the Company shall be the competent court

Supplementary Provision

This contract (Partially Amended) shall come into effect from October 27, 2023.

Attachment

【Cancellation & amendment fee】

- 45 days prior to pick-up date.....free of charge
- 44 to 16 days prior to pick-up date.....10% of the total amount
- 15 days prior to pick-up date.....20% of the total amount
- One day prior to pick-up date and during our business hour.....80% of the total amount
- On or after pick-up date.....100% of the total amount

【Non-Operating Charge(NOC)】

(Car rental)

- Driven back to the designated location (.....¥100,000
- Not driven back to the designated location.....¥150,000

(Interior Equipment & Optional Items)

- Items unable to use.....100% of purchase price of substitute item
- Items required to be repaired.....100% of repair fee

[Cancellation Fee] (Related to Article 4, Paragraph 3)

(Regular Season)

- Up to 45 days before the date of use - Free
- From 44 days before the date of use to 16 days before - 10% of the total usage fee
- From 15 days before the date of use to 2 days before - 20% of the total usage fee
- On the day before the date of use - 80% of the total usage fee
- On the day of use and after the date of use - 100% of the total usage fee

Cancellations after 18:00 are considered cancellations for the next day.

(High Season, Top Season)

- Up to 45 days before the date of use - Free
- From 44 days before the date of use to 16 days before - 10% of the total usage fee
- From 15 days before the date of use to 8 days before - 20% of the total usage fee
- 7 days before the date of use or later - 100% of the total usage fee
- Cancellations after 18:00 are considered cancellations for the next day.

[Default Penalty] (Related to Article 4, Paragraph 4 and Article 5, Paragraph 4)

- Per day (24 hours): ¥10,000 (tax-free)

[Change of Return Location Default Fee] (Related to Article 23)

- Actual cost of moving to the changed location (round trip) + ¥30,000 (tax-free)

[Non-Operation Charge (NOC)] (Article 29 Related) (Rental Car Malfunction/Damage, etc.)

- If the rented car is returned to the designated location (the repair period is from 1 to 7 days) - ¥50,000 (tax-free)
- If the rented car is returned to the designated location (the repair period is from 8 to 14 days) - ¥100,000 (tax-free)
- If the rented car is returned to the designated location (if the repair period is over 14 days) - ¥200,000 (tax-free)
- If the rented car cannot be returned to the designated location - ¥300,000 (tax-free)
- If the rented car is in drivable condition but not returned to the designated location - ¥300,000 (tax-free)

[Equipment Damage, etc.]

- In case of inoperability - 100% of the purchase price of replacement product
- In case of the need for repair or maintenance - 100% of the repair cost

[Severe Stains, etc.]

- If a strong odor is detected, such as smoking (all vehicles are non-smoking) - Cleaning fee of ¥11,000 (tax-free)
- In case of severe soiling - This is similar to the situation when the rental car is damaged or inoperable. The cleaning period is considered equivalent to a repair period.

Please note that the amounts mentioned above are tax-free.