

# **Rental car rental terms and condition**

Ohana Co., Ltd.

Ohana Co., Ltd. Rental car rental terms and conditions

Enactment: ,APR01.2024

table of contents

Chapter 1 General rules . . . . . 1  
Article 1 (Application of terms and conditions) . . . . . 1  
Chapter 2 Reservations  
Article 2 (Application for Reservation) . . . . . 1  
Article 3 (Changes to reservations) . . . . . 1  
Article 4 (Cancellation of reservation, etc.) . . . . .  
2  
Article 5 (Alternative rental car) . . . . . 2  
Article 6 (Disclaimer) . . . . . 2  
Article 7 (Reservation service agency) . . . . . 2  
Chapter 3 Renting and Delivery . . . . . 2  
Article 8 (Conclusion of Rental Agreement) . . . . . 2  
Article 9 (Refusal of conclusion of rental contract) . . . . . 3  
Article 10 (Establishment of rental contract, etc.) . . . . . 4  
Article 11 (Rental Fee) . . . . . 4  
Article 12 (Changes to rental conditions) . . . . . 5  
Article 13 (Inspection, maintenance and confirmation) . . . . . 5  
Article 14 (Issuance of rental certificate, mobile phone, etc.) . . . . . 5  
Chapter 4 Use . . . . . 6  
Article 15 (Rentee's Management Responsibility) . . . . . 6  
Article 16 (Daily inspection and maintenance) . . . . . 6  
Article 17 (Prohibited Acts) . . . . . 6  
Article 18 (Measures for maximum parking, etc.) . . . . . 6/7  
Chapter 5 Return . . . . . 8  
Article 19 (Responsibility for return) . . . . . 8  
Article 20 (Confirmation upon return, etc.) . . . . . 8  
Article 21 (Rental fee when changing rental period) . . . . . 8  
Article 22 (Return location, etc.) . . . . . 8  
Article 23 (Measures in case of non-return) . . . . . 9  
Chapter 6 Measures in the event of breakdown, accident, or theft . . . . . 9

	Article 24 (Measures when a malfunction is discovered)	9
	Article 25 (Measures in the event of an accident)	9
	Article 26 (Measures in the event of theft)	
10		
	Article 27 (Termination of rental contract due to unavailability)	10
	Chapter 7 Compensation and Compensation	
10		
	Article 28 (Compensation and Business Compensation)	10
	Article 29 (Insurance and compensation)	11
	Chapter 8 Cancellation of Rental Agreement	11
	Article 30(Cancellation of Rental Agreement)	11
	Article 31 (Consent Agreement)	11
	Chapter 9 Personal Information	11
	Article 32 (Purpose of use of personal information)	
12		
	Article 33 (Consent to use of personal information)	
12		
	Chapter 10 Miscellaneous Rules	
12		
	Article 34 (Massacre)	
12		
	Article 35 (Delay Damages)	12
	Article 36 (detailed regulations)	13
	Article 37 (Agreed Jurisdiction Court)	
13		
	Supplementary provisions	13

## **Chapter 1 General rules**

(Application of terms and conditions)

Article 1 Pursuant to the provisions of these terms and conditions, the Company shall lend a rental car (hereinafter referred to as "rental car") to the lessee, and the lessee shall accept the rental. Please note that matters not stipulated in these terms and conditions shall be governed by laws and regulations or general customs.

2 Our company may accept special agreements within the scope of the purpose of these terms and conditions, laws and regulations, and general customs. If a special agreement is made, that special agreement shall take precedence over the terms and conditions.

## **Chapter 2 Reservations**

(Application for reservation)

Article 2 When renting a rental car, the lessee must agree to the terms and conditions and the separately specified price list, etc., and pre-register the vehicle class, rental start date and time, rental location, rental period, return location, driver, child seat, etc. in a separately specified manner. You can apply for a reservation by specifying whether or not accessories are required and other rental conditions (hereinafter referred to as "Rental Conditions").

2 When the Company receives a reservation application from a renter, the Company shall, in principle, accept the reservation within the range of rental cars owned by the Company. In this case, the renter shall pay a separately specified reservation application fee, unless otherwise approved by the Company.

(Change of reservation)

Article 3 If the Renter wishes to change the rental conditions set forth in Paragraph 1 of the preceding Article, the Renter must obtain the consent of the Company in advance.

(Cancellation of reservation, etc.)

Article 4: The lessee may cancel the reservation using a method specified separately.

- 2 If the lessee, due to the lessee's convenience, does not begin the procedure for concluding a rental car rental contract (hereinafter referred to as the "rental contract") even after one hour has passed after the reserved rental start time, It is assumed that the reservation has been cancelled.
- 3 In the case of the preceding two paragraphs, the Renter shall pay the reservation cancellation fee specified by the Company to the Company, and the Company shall return the received reservation application fee to the Renter.
- 4 If the reservation is canceled due to our company's circumstances, or if a rental contract is not concluded, our company shall refund the reservation application fee received.
5. If the rental contract is not concluded due to reasons not attributable to the Company, such as an accident, theft, non-return, recall, natural disaster, etc., the reservation will be deemed cancelled. In this case, the Company shall refund the reservation application fee received.
6. When making a reservation via the website or email, if the reservation confirmation email from our company cannot be returned to the address provided by the renter, or if we cannot contact the renter by phone, our company will treat the reservation as unsuccessful. You may.

(Alternative rental car)

Article 5 If the Company is unable to lend a rental car of the vehicle class reserved by the lessee, the Company may offer to lend a rental car of a vehicle class different from the reservation (hereinafter referred to as "alternative rental car"). I assume that.

2. If the lessee accepts the offer set forth in the preceding paragraph, the Company shall lend the alternative rental car under the same rental conditions as at the time of reservation, except for the vehicle class. In addition, if the rental fee of the alternative rental car is higher than the rental fee of the reserved vehicle class, the rental fee shall be the same as the rental fee of the reserved vehicle class, and if it is lower than the rental fee of the reserved vehicle class. , the rental fee will be based on the rental fee for the vehicle class of the replacement rental car.
3. The lessee may refuse the offer to rent a substitute rental car as set forth in paragraph 1 and may cancel the reservation.
- 4 In the case referred to in the preceding paragraph, if the reason for not being able to perform the rental as described in Paragraph 1 is due to reasons attributable to the

Company, it will be treated as cancellation of the reservation as provided in Article 4, Paragraph 4, and the Company will refund the reservation application fee received. shall be returned.

- 5 In the case of Paragraph 3, if the reason for not being able to rent the property as described in Paragraph 1 is due to reasons not attributable to the Company, it will be treated as cancellation of the reservation as provided in Article 4, Paragraph 5, and the Company will cancel the reservation that has already been received. The application fee will be refunded.

(Disclaimer)

Article 6 The Company and the Renter shall not make any claims to each other regarding the cancellation of the reservation or the failure to conclude the rental contract, except in the cases stipulated in Articles 4 and 5.

2. If the Renter is unable to rent or provide a rental car due to a natural disaster or other force majeure event, the Company shall not be responsible for any damage caused by this.

(Reservation service agency)

Article 7 The Renter may apply for a reservation through a travel agency, affiliated company, etc. (hereinafter referred to as "Agent") that handles reservations on behalf of the Company.

- 2 The lessee who has made the application set forth in the preceding paragraph to the agency shall make any changes or cancellations to the reservation to the agency that made the application.

### **Chapter 3 Lending and Delivery**

(Conclusion of rental contract)

Article 8 The lessee shall clearly state the rental conditions set forth in Article 2, Paragraph 1, and the Company shall clearly state the rental conditions based on these terms and conditions, price list, etc., and conclude a rental contract. However, this does not apply if there is no rental car that can be rented or if the renter or driver falls under any of the items of Article 9, Paragraph 1 or Paragraph 2.

- 2 If a rental contract is concluded, the lessee shall pay the rental fee stipulated in Article 11, Paragraph 1 to the Company.
- 3 Based on the basic notification (Note 1) of the regulatory agency, the Company shall record the driver's name, address, type of driver's license, and In order to enter the

number of the driver's license (Note 2) or attach a copy of the driver's license, we ask the lessee to provide information on the driver designated by the lessee (hereinafter referred to as "driver's license") when concluding the rental contract. (hereinafter referred to as "person") and a copy of the driver's license. In this case, if the lessee is the driver, the lessee shall present his or her own driver's license and a copy thereof; if the lessee and the driver are different, the lessee shall present the driver's driver's license. and submit a copy thereof.

(Note 1) The basic notification of the regulatory agency is 2. of the Ministry of Land, Infrastructure, Transport and Tourism Director-General's notification "Basic notification regarding rental cars" (Jitabi No. 138, June 13, 1995). (10) and (11).

(Note 2) A driver's license refers to a driver's license prescribed in Article 92 of the Road Traffic Act, and a driver's license in the format specified in Article 19, Appended Form No. 14 of the Road Traffic Act Enforcement Regulations. In addition, the international driving license or foreign driving license stipulated in Article 107-2 of the Road Traffic Act is equivalent to a driver's license.

4. When concluding a rental contract, the Company may require the renter and driver to present documents that can be used to verify their identity in addition to their driver's license, and may take copies of the submitted documents.
5. When concluding a rental contract, the Company will request notification of a mobile phone number, etc. for contacting the renter and driver during the rental period.
6. When concluding a rental contract, the Company may request the Renter to pay by cash or credit card, or may specify other payment methods.

(Refuse to conclude rental contract)

Article 9 If the lessee or driver falls under any of the following items, a rental contract may not be concluded.

- (1) When the driver's license required to drive the rented car is not presented.
  - (2) When it is recognized that the person is under the influence of alcohol.
  - (3) When it is recognized that the person is exhibiting symptoms of intoxication due to narcotics, stimulants, paint thinner, etc.
  - (4) When a child under the age of 6 is allowed to ride in the vehicle even though there is no child seat or junior seat.
  - (5) When it is recognized that the person is a member or affiliate of an organized crime group, an organized crime group-related organization, or another anti-social organization.
2. If the lessee or driver falls under any of the following items, the Company may refuse to conclude the rental contract.

- (1) When the driver specified at the time of reservation is different from the driver at the time of conclusion of the rental contract.
- (2) When there is a fact that payment of the rental fee was delayed in past rentals.
- (3) When the acts listed in each item of Article 17 have occurred during past rentals.
- (4) When the facts listed in Article 18, Paragraph 6 or Article 23, Paragraph 1 have occurred in past rentals (including rentals by other rental car companies).
- (5) In the past rental, there was a fact that automobile insurance was not applied due to a violation of the rental terms or insurance terms.
- (6) When the conditions specified separately are not met.
- (7) When a person demands a burden that exceeds a reasonable range or uses violent acts or language when entering into a contract or transaction with the Company.
- (8) When there is an act that violates the terms and conditions and bylaws.

3 In the case of the preceding two paragraphs, if a reservation has already been made with the renter, the reservation will be treated as canceled. When a reservation cancellation fee is paid by the renter, the received reservation application fee shall be returned to the renter.

(Establishment of rental contract, etc.)

Article 10 The rental contract shall be concluded 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 reservation application fee received will be applied to part of the rental fee.

2 The delivery under the preceding paragraph shall be made at the rental location specified in Article 2, Paragraph 1 on the rental start date and time in the same paragraph.

(Rental fee)

Article 11 Rental fee shall mean the total amount of the following fees, and the Company will clearly indicate each amount or calculation basis etc. in the fee list.

- (1) Basic fee
- (2) Extension fee
- (3) Disclaimer compensation fee
- (4) Option fees (accessories)
- (5) Additional compensation fee
- (6) Fuel cost
- (7) Dispatch fee
- (8) Bedding set cleaning fee



(9) Pet cleaning fee

(10) Other charges

- 2 The basic fee will be determined by the Director of the Regional Transport Bureau Transport Bureau at the time of renting the rental car. (For Hyogo Prefecture, the Director of Hyogo Land Transport Department, Kobe Transport Management Department; for Okinawa Prefecture, the Director of the Land Transport Office of the Okinawa General Secretariat. The same shall apply hereinafter in Article 14, Paragraph 1.) The fee shall be based on the applicable fee.
- 3 If the rental fee is revised after making a reservation pursuant to Article 2, the rental fee shall be the lower of the fee applied at the time of reservation and the fee at the time of rental.

(Changes to rental conditions)

Article 12 If the lessee wishes to change the rental conditions set forth in Article 8, Paragraph 1 after the conclusion of the rental contract, the lessee must obtain the consent of the Company in advance.

2. The Company may not approve changes to the rental conditions pursuant to the preceding paragraph if such changes would hinder rental operations.

(Inspection, maintenance and confirmation)

Article 13 The Company shall conduct inspections stipulated in Article 48 [Periodical Inspection and Maintenance] of the Road Transport Vehicle Act, and rent out rental cars that have undergone the necessary maintenance.

2. Our company shall conduct inspections stipulated in Article 47-2 [Daily Inspection and Maintenance] of the Road Transport Vehicle Act and carry out necessary maintenance.
3. The renter or driver must ensure that the inspection and maintenance set forth in the preceding two paragraphs has been carried out, that there are no maintenance defects in the rental car based on an inspection of the vehicle exterior and accessories based on a separately specified inspection chart, and that the rental car meets other rental conditions. You shall confirm that the
4. If the rental car is found to have poor maintenance as a result of the confirmation in the preceding paragraph, the Company shall immediately carry out the necessary maintenance.

(Issuance of rental certificate, mobile phone, etc.)

Article 14 When the Company hands over a rental car, the Company shall issue a

designated rental certificate to the lessee or driver, stating the matters specified by the Director of the Regional Transport Bureau's Transport Branch.

2. The renter or driver must carry the rental certificate issued pursuant to the preceding paragraph while using the rental car.
3. If the renter or driver loses the rental certificate, he/she shall immediately notify the Company to that effect.
4. When the lessee or driver returns the rental car, they must also return the rental certificate to the Company at the same time.

#### **Chapter 4 Use**

(Rentee's management responsibility)

Article 15 The renter or driver must comply with laws, regulations, terms and conditions, and bylaws with the duty of care of a prudent manager from the time the rental car is delivered until it is returned to the Company (hereinafter referred to as "in use"). The rental car shall be used and stored in accordance with the instruction manual and other instructions provided by the Company.

(Daily inspection and maintenance)

Article 16 The renter or driver must inspect the rental car during use as stipulated in Article 47-2 (Daily Inspection and Maintenance) of the Road Transport Vehicle Act before using it every day, and carry out the necessary maintenance. I assume that.

(Prohibited acts)

Article 17: The lessee or driver shall not engage in the following acts while using the vehicle.

- (1) Using a rental car for automobile transportation business or similar purposes without our consent or permission based on the Road Transportation Act.
- (2) Using the rental car for purposes other than those specified, or allowing someone other than the driver listed on the rental certificate under Article 8, Paragraph 3 and the person who has obtained consent from the Company to drive the rental car.
- (3) Taking any action that infringes on the rights of the Company, such as subletting the rental car or using it as collateral for others.
- (4) Forging or altering the automobile registration number plate or vehicle number plate of a rental car, or changing its original condition by modifying or refurbishing the rental car.

- (5) Using rental cars for various tests or competitions, or for towing or boosting other cars without obtaining consent from the Company.
- (6) Using a rental car in violation of laws and regulations or public order and morals.
- (7) Taking out damage insurance for rental cars without obtaining consent from our company.
- (8) Taking the rental car out of Japan.
- (9) Allowing your pet to ride with you without our company's consent.
- (10) Smoking inside the rental car, eating, drinking, and cooking with strong odors, using insecticides and air fresheners with strong odors, and using mosquito coils that emit smoke.
- (11) Entering or driving in areas that have a negative impact on vehicles, such as sandy beaches, rough roads, rivers, etc.
- (12) Any other act that violates the rental conditions set forth in Article 8, Paragraph 1. (Measures, etc. in case of illegal parking)

Article 18 If the lessee or driver illegally parks the rental car as stipulated in the Road Traffic Act while using the rental car, the lessee or driver must immediately report to the police station that has jurisdiction over the area where the rental car was illegally parked. You will be responsible for paying any fines related to illegal parking, as well as for various expenses such as towing, storage, and pick-up (hereinafter referred to as "Violation Processing") due to illegal parking.

- 2 When our company receives a notice from the police about a parking violation for a rental car, we will contact the renter or driver and promptly move or pick up the rental car, and will continue to do so until the rental period of the rental car expires or as instructed by our company. The Renter or the Driver shall instruct the Renter to appear at the handling police station and deal with the violation, and the Renter or the Driver shall comply with this. Furthermore, if the rental car is removed by the police, we may, at our discretion, collect the rental car from the police ourselves.
- 3 After giving the instructions set forth in the preceding paragraph, the Company shall, at its discretion, confirm the status of the violation through traffic violation notices, payment slips, receipts, etc. If the violation has not been resolved, the rental vehicle will be suspended until the violation is resolved. The instructions set forth in the preceding paragraph shall be given to the person or driver. In addition, the Company will provide the renter or driver with a document designated by the Company (hereinafter referred to as a "Letter of Admission") stating that the renter or driver has committed an illegal parking violation, and that he or she will appear at a police station, etc., and will comply with legal measures as a violator. ), and the lessee or driver shall comply with this.

- 4 If the Company deems it necessary, the Company will submit materials containing personal information such as a confession form and rental certificate to the police in order to pursue liability for illegal parking violations against the renter or driver. In addition to providing necessary cooperation, it is necessary to submit materials such as written explanations, self-admissions, and rental certificates as stipulated in Article 51-4, Paragraph 6 of the Road Traffic Act to the Public Safety Commission, and report the facts. The lessee or driver shall be able to take legal action, and the lessee or driver shall agree to this.
- 5 In the event that the Company receives an order to pay an abandonment violation fine pursuant to Article 51-4, Paragraph 1 of the Road Traffic Act and pays the abandonment violation fine, or the cost required to search for the renter or driver, or the movement, storage, or collection of the vehicle. In the event that the Company incurs the costs associated with such matters, the Company shall charge the Renter or the Driver the following amounts (hereinafter referred to as "Parking Violation Related Costs"). In this case, the lessee or driver shall pay the parking violation-related fees by the date specified by the Company.
  - (1) Amount equivalent to the neglect violation fee
  - (2) Parking violation penalty separately determined by our company
  - (3) Expenses required for the search and expenses required for moving, storing, picking up the vehicle, etc.
- 6 In the event that the lessee or driver is required to pay a fine, etc. for illegal parking pursuant to the provisions of Paragraph 1, the Company's instruction that the lessee or driver should handle the violation based on Paragraph 2 or If the Company does not respond to the Company's request to sign a written admission pursuant to Paragraph 3, the Company shall receive a refund from the Renter or Driver, which shall be applied to the neglect fine and parking violation penalty stipulated in Paragraph 5. The Company may charge a parking violation fee (referred to as the "Parking Violation Fee" in the following paragraph) in an amount separately determined by the Company.
- 7 In the event that the Renter or Driver pays the amount requested by the Company pursuant to Paragraph 5 to the Company, the Renter or Driver subsequently pays a fine for the parking violation or is subject to a public prosecution. If the order to pay a parking violation fine is canceled due to the above reasons, and the Company receives a refund of the parking violation fee, the Company will refund only the amount equivalent to the parking violation fee to the lessee or driver out of the parking-related expenses already paid. shall be returned to the person. The same shall apply in the event that the Company is charged a parking violation fee pursuant to Paragraph 6.

## Chapter 5 Return

(Responsibility for return)

Article 19 The renter or driver shall return the rental car to the Company at the designated return location by the end of the rental period.

- 2 If the renter or driver violates the provisions of the preceding paragraph, they shall compensate for any damage caused to the company.
- 3 If the lessee or driver is unable to return the rental car within the rental period due to natural disaster or other force majeure, the lessee or driver shall not be responsible for any damage caused to the Company. In this case, the lessee or driver shall immediately contact the Company and follow the Company's instructions.

(Confirmation upon return, etc.)

Article 20 The lessee or driver shall return the rental car in the presence of our company. In this case, the product shall be returned in the same condition as when it was delivered, excluding parts that have worn out due to normal use.

- 2 When returning the rental car, the renter or driver must confirm that there are no items left behind by the renter, driver, or fellow passengers in the rental car. We shall not be responsible for the storage of such information.

(Rental fee when changing rental period)

Article 21 When the lessee or driver changes the rental period pursuant to Article 12, Paragraph 1, the lessee or driver shall pay the rental fee corresponding to the changed rental period.

(Return location, etc.)

Article 22 If the specified return location is changed pursuant to Article 12, Paragraph 1, the lessee or driver shall bear the costs of forwarding the vehicle due to the change of return location.

- 2 If the renter or driver returns the rental car to a location other than the designated return location without obtaining the consent of the Company pursuant to Article 12, Paragraph 1, the renter or driver shall pay the return location change penalty as specified below.

Penalty for change of return location = forwarding costs required due to change of return location x 150%

(Measures in case of non-return)

Article 23 The Company shall not return the rental car to the designated return location even after the rental period has expired, or if the Company does not respond to the Company's request for return, or the whereabouts of the renter is unknown. If the refund is deemed non-refundable for any reason, legal measures such as filing a criminal complaint will be taken.

- 2 If the preceding paragraph falls under the preceding paragraph, our company will conduct interviews with related parties such as the renter's or driver's family, relatives, workplace, etc., or activate the vehicle location information system, in order to confirm the location of the rental car. We will take necessary measures including:
- 3 In the event that Paragraph 1 applies, the lessee or driver shall be responsible for compensating for the damage caused to the Company pursuant to the provisions of Article 28, as well as collecting the rental car and searching for the lessee or driver. You will be responsible for the costs incurred.

#### **Chapter 6 Measures in the event of breakdown, accident, or theft**

(Measures when a failure is discovered)

Article 24 If the lessee or driver discovers any abnormality or malfunction in the rental car during use, they shall immediately stop driving, contact the Company, and follow the Company's instructions.

- 2 If the rental car's abnormality or breakdown is due to the renter's intention or negligence, the renter shall bear the costs of shipping and repairing the rental car. In addition, if the rental car requires repair, the following charges shall be borne as part of the business compensation during the repair period, regardless of the extent of damage or the repair period.

- Non-vehicle compensation charge (NOC) and deductible cost burden

- (1) In the event of an accident or damage, a maximum of 100,000 yen for the object and 100,000 yen for the vehicle per accident
- (2) Part of vehicle suspension compensation fee (business compensation) ¥10,000 per day (up to 20 days)
- (3) The renter shall not be able to claim against the Company for damages caused by being unable to use the rental car.
- (4) If you separately subscribe to the additional compensation option system stipulated by our company at the time of your rental contract with our company, you will be exempted from paying under Article 24, Paragraph 2 (1) and (2). However, if the

basic insurance and additional compensation option system specified by our company does not apply, the payment in Article 24, Paragraph 2 (1) and (2) will not be exempted and the customer will be responsible for the full amount. Masu. In addition, it is not possible to add to the additional compensation option system after signing the contract.

(Measures in the event of an accident)

Article 25 If an accident related to a rental car occurs during use, the lessee or driver shall immediately stop driving and take legal measures regardless of the size of the accident, as well as take the following measures. Masu.

- (1) Immediately report the accident and damage 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 must be carried out at a factory designated by the Company, unless approved by the Company.
- (3) Cooperate with the investigation of the Company and its insurance company regarding the accident, and submit necessary documents without delay.
- (4) When making a settlement or other agreement with the other party regarding an accident, obtain the consent of the Company in advance.

2 In addition to taking the measures set forth in the preceding paragraph, the lessee or driver shall handle and resolve the accident at their own responsibility and expense.

3. The Company shall provide advice on how to handle the accident on behalf of the lessee or driver, and shall cooperate in resolving the matter.

(Measures when theft occurs)

Article 26 If the rental car is stolen or suffers any other damage while in use, the renter or driver shall take the following measures.

- (1) Immediately report to the nearest police.
- (2) Immediately report the damage situation etc. to the Company and follow the Company's instructions.
- (3) Cooperate with the investigation of the Company and the insurance company with which the Company has a contract regarding theft and other damage, and submit requested documents without delay.

(Termination of rental contract due to unavailability)

Article 27 If the rental car becomes unusable due to malfunction, accident, theft, or

other reasons (hereinafter referred to as "failure, etc.") during use, the rental contract shall be terminated.

- 2 In the case of the preceding paragraph, the lessee or driver shall bear the costs required for picking up and repairing the rental car, and the Company shall not refund the rental fee already received. However, this shall not apply if the failure, etc. is due to the reasons specified in Paragraph 3 or Paragraph 5.
- 3 If the breakdown is due to a defect that existed before the rental, a new rental contract will be concluded and the lessee will be able to receive an alternative rental car from our company. Furthermore, Article 5, Paragraph 2 shall apply mutatis mutandis to the conditions for providing alternative rental cars.
- 4 Except for the measures stipulated in this article, neither the renter nor the driver shall be able to make any claims against the Company for damages caused by not being able to use the rental car other than those stipulated in this article.

## **Chapter 7 Compensation and Compensation**

(Compensation and business compensation)

Article 28 If the lessee or driver causes damage to a third party or the Company while using the rented car, the lessee or driver shall compensate for the damage. However, this excludes cases due to reasons attributable to our company.

- 2 Of the damages to our company in the preceding paragraph, damages due to accidents, theft, breakdowns due to reasons attributable to the renter or driver, damage to the rental car, damage caused by the company's inability to use the rental car due to autumn, etc. are specified in the price list. The renter or driver shall pay this amount.

(Insurance and compensation)

Article 29 If the lessee or driver is liable for compensation under Article 28, Paragraph 1, insurance money or compensation within the following limits shall be paid according to the damage insurance contract entered into by the Company regarding the rental car and the compensation system established by the Company. will be paid.

- (1) Personal compensation Unlimited per person (does not include amount due to automobile liability insurance)
- (2) Property compensation Unlimited per accident (deductible amount: 100,000 yen)



- (3) Vehicle compensation Market value per accident (deductible amount 100,000 yen)
- (4) Passenger compensation 50 million yen per person
- 2 If any of the exemptions under the insurance terms and conditions or compensation system apply, the insurance money or compensation money stipulated in Paragraph 1 will not be paid.
- 3 Damages for which insurance money or compensation money is not paid and damages that exceed the insurance amount or compensation money paid pursuant to the provisions of paragraph 1 shall be borne by the renter or driver.
- 4 When the Company has paid the damages to be borne 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 equivalent to the insurance premium for the non-life insurance contract specified in Paragraph 1 and the participation fee for the compensation system specified by the Company are included in the rental fee.

## **Chapter 8 Cancellation of Rental Agreement**

(Cancellation of rental contract)

Article 30 If the lessee or driver violates these terms and conditions during use, or falls under any of the items in Article 9, Paragraph 1, the Company shall not give any notice or demand. You may cancel the rental contract without any need and immediately request the return of the rental car. In this case, the Company shall not refund the rental fee received to the Renter.

(Consent cancellation)

Article 31 The renter may cancel the rental contract with the consent of the company even if the equipment is in use. In this case, the Company shall not refund any fees to the Renter.

## **Chapter 9 Personal information**

(Purpose of use of personal information)

Article 32 The purposes for which the Company acquires and uses the personal information of the renter or driver are as follows.

- (1) As a business operator that has received permission for the rental car business

based on Article 80, Paragraph 1 of the Road Transportation Act, carry out the matters required as a condition of the business license, such as preparing a rental certificate at the time of concluding a rental contract. To do.

- (2) In addition to rental cars, we will introduce products handled by our company and provide related services to the renter or driver, and send promotional materials and e-mails regarding various events, campaigns, etc. To provide guidance by methods such as
  - (3) To confirm and examine the identity of the rental applicant or driver when concluding a rental contract.
  - (4) To conduct questionnaire surveys of renters or drivers for the purpose of planning and developing products and services handled by our company, or considering measures to improve customer satisfaction.
  - (5) To statistically aggregate and analyze personal information and create statistical data that is processed into a form that cannot identify or identify individuals.
- 2 If personal information of the renter or driver is to be acquired for purposes other than those stipulated in the items of Paragraph 1, the purpose of use will be clearly stated in advance.

(Consent to use of personal information)

Article 33 If the lessee or driver falls under any of the following items, personal information including the name, date of birth, driver's license number, etc. of the lessee or driver shall be disclosed to the rental car company. You agree that your information will be used for review when concluding a rental contract.

- (1) Our company was ordered to pay an abandonment violation fee based on Article 51-4, Paragraph 1 of the Road Traffic Act.  
case
- (2) Failure to pay the full amount of parking violation-related expenses stipulated in Article 18, Paragraph 5 to the Company.  
case
- (3) In cases where it is recognized that there has been non-refund as stipulated in Article 23, Paragraph 1.

## **Chapter 10 Miscellaneous Rules**

(Offset)

Article 34 If the Company has a financial obligation to the Renter or the Driver

based on these terms and conditions, the Company may set it off against the Renter's or Driver's financial obligation to the Company at any time.

(Delay damages)

Article 35 If the lessee or driver and the Company fail to fulfill their monetary obligations based on these terms and conditions, they shall pay the other party a late payment charge at the rate of 10% per year.

(Detailed rules)

Article 36 The Company may separately stipulate terms and conditions and detailed rules without prior notice, and such detailed rules shall have the same effect as these Terms and Conditions.

2 When the Company revises the terms and conditions and bylaws and stipulates otherwise, it shall be posted at the Company's business stores and shall be stated in pamphlets, price lists, etc. issued by the Company. The same applies if you change this.

(agreed jurisdiction court)

Article 37 In the event of a dispute regarding the rights and obligations based on these Terms and Conditions, the exclusive court with jurisdiction shall be the summary court that has jurisdiction over the location of our company's head office, regardless of the amount of the lawsuit.

Supplementary provisions

These terms and conditions will come into effect from Apr20, 2024.