

Rental Agreement of TOYOTA Rent a Car

(December-2020 Edition)

Handling of Personal Information

- The renter (including those applying for the rental agreement) and the driver (hereinafter referred to as "renter" and "driver", respectively) shall agree to the Company's use of the personal information of the "renter" and "driver" for the following purposes:
 - To perform the duties of the rental car company based on the Basic Instructions related to rental cars (Automobile Travel No. 138 dated June 13, 1995, hereinafter referred to as "the Basic Instructions") such as the preparation of rental certificates, etc.;
 - To identify and screen the "renter" or "driver";
 - To notify the "renter" and "driver" via advertising printed matter, e-mail, etc. regarding automobiles, insurance policies, mobile phones and other lines of business of the Company, or various kinds of events, campaigns, etc. held by the Company;
 - To conduct questionnaire surveys of the "renter" and "driver" for the purpose of developing products or studying measures for improving customer satisfaction; and
 - To statistically aggregate and analyze personal information, and prepare statistical data that has been processed into a form in which individuals cannot be identified or specified.
- The "renter" agrees to the Company's providing the personal information of the "renter" to a third party within the scope shown below. The "renter" may, however, request that the Company stop providing their personal information to a third party.
 - Contents of information provided: Information relating to the leasing of a rental car, such as the type and class of vehicle used, purpose of use, starting date and time of rental period, etc., and personal information such as the name, address, etc. of the "renter"
 - Parties to which information is provided and what information will be used for:

Parties to which information is provided	What information will be used for
TOYOTA MOTOR CORPORATION	Sending sales-related information to the "renter", such as information on products, services, etc.
TOYOTA MOTOR CORPORATION and parties that have concluded an agreement on provision of information with TOYOTA MOTOR CORPORATION	Conducting questionnaire surveys of the "renter" on the motives for renting a car or on Company's customer service, in order to use the information as reference material for planning and developing products or for improving customer satisfaction
TOYOTA MOTOR CORPORATION and parties that have concluded a TOYOTA Rental & Leasing franchise agreement with TOYOTA MOTOR CORPORATION (hereinafter referred to as "TOYOTA Rental & Leasing Shop")	Facilitating the operation of rental contracts, planning measures for the satisfaction of customers, and developing a comprehensive franchise system

- The Company will officially announce the treatment of personal information on its website, etc. URL <https://rent.toyota.co.jp>

Chapter 1 : General Provisions

Article 1 (Applicability of Agreement)

- The Company shall rent a vehicle (hereinafter referred to as "rental car") to the "renter" in accordance with the provisions of this Agreement (hereinafter referred to as "Agreement") and Detailed Regulations. Matters not prescribed in the "Agreement" and Detailed Regulations shall be handled in accordance with laws and regulations or general customs.
- The Company may accept special agreements, provided that they do not infringe upon the "Agreement" and Detailed Regulations, laws and regulations and general customs. In case a special agreement is concluded, it shall supersede this "Agreement" and Detailed Regulations.
- When the "renter" is concluding a rental contract, if he/she specifies that there will be another person acting as a driver, he/she shall inform the said driver of the obligations for the "driver" set forth in the "Agreement" and Detailed Regulations, and then have the said driver observe such obligations.

Chapter 2 : Reservation

Article 2 (Application for Reservation)

- For renting a "rental car", the "renter" may apply for a reservation, on agreeing to the rate table prescribed by the Company and specifying in advance the type and class of vehicle, purpose of use, starting date and time of rental period, location of rental, rental period, place of return, driver, necessity of a child safety seat or other accessories, and other conditions of rental (hereinafter referred to as "rental conditions").
- Upon receipt of an application for a reservation from the "renter", the Company shall accept the reservation within the range of "rental cars" owned by the Company and the rental conditions approved by the Company in principle. 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)

To change any of the "rental conditions", the "renter" must obtain the consent of the Company.

Article 4 (Cancellation of Reservation)

- The "renter" and the Company shall conclude a rental contract for a "rental car" by the starting date and time of rental prescribed in Article 2, paragraph 1.
- The "renter" and the Company may cancel a reservation in such a manner as specified by the Company. If a rental contract of a "rental car" (hereinafter referred to as "rental contract") has not been concluded within one hour after the starting time of the rental period, the reservation shall be deemed to be cancelled under any circumstances whatsoever.
- If a reservation is cancelled 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.
- If a reservation is cancelled due to reasons of the Company, the Company shall pay to the "renter" a penalty specified by the Company, in addition to returning to the "renter" the application fee for reservation which it received.
- If a "rental contract" is not concluded due to reasons other than those mentioned in the preceding paragraph 2, the reservation shall be deemed to be cancelled. In such a case, the Company shall return the previously received application fee for reservation to the "renter".
- The "renter" and the Company shall not make any claims against each other with respect to the cancellation of a reservation or failure to conclude a "rental contract, except as provided in this Article and the next Article.

Article 5 (Substitute Rent a Car)

- If the Company is unable to lease a "rental car" that meets the conditions booked by the "renter", such as the type and class of vehicle, accessories, smoking or non-smoking car, transmission specifications, etc. (hereinafter referred to as "conditions"), it shall promptly notify the "renter" of the situation.
- In the case of the preceding paragraph, if the Company is able to lease a "rental car" under "conditions" other than those of the reserved car, it may offer to lease to the "renter" a "rental car" under different "conditions" (hereinafter referred to as "substitute rental car"), notwithstanding Paragraph 4 and Paragraph 5 of the preceding Article.
- If the "renter" accepts the offer in the preceding paragraph, the Company shall lend a "substitute rental car" under the same conditions of rent as those effective at the time of reservation, except for those conditions that could not be met. In such a case, the "renter" shall pay the rental rate of the "substitute rental car" or the rental rate of the "rental car" that had been reserved, whichever is lower.
- If the "renter" refuses the offer in Paragraph 2, the reservation shall be deemed to be cancelled and the preceding Paragraph 5 shall be applied with respect to the treatment of the application fee for reservation, etc.

Article 6 (Agent for Reservation Service)

- The "renter" may apply for a reservation at TOYOTA Rent a Car reservation centers, travel agents, tie-up companies, etc. (hereinafter referred to as "agents") that handle reservation services on behalf of the Company.
- 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: Rental of Vehicle

Article 7 (Conclusion of Rental Contract)

- The "renter" and the Company shall conclude the "rental contract" with the "renter" specifying the conditions of rent and the Company specifying the "rental conditions" based on the "Agreement", rate table, etc.
- Based on 2 (10) and (11) of the Basic Instructions concerning rental cars, the Company shall, in concluding the "rental contract", request that the "renter" present the driver's license of the "driver" designated by the "renter" or a copy thereof if considered necessary by the Company, in order to enter the name, address, type of driver's license and the license number in, or attach a copy of the driver's license to, the rental register (original rental slip) and the rental certificate, as prescribed in Article 13. In such a case, the "renter", if he/she is the "driver", shall present his/her own driver's license or submit a copy thereof if considered necessary by the Company; if the "renter" is not the same person as the "driver", he/she shall have the "driver" present his/her driver's license or submit a copy thereof if considered necessary by the Company.

- The Company, in concluding the "rental contract", may request the "renter" to submit identifying documents other than a driver's license and may make copies of such documents.
- The Company, in concluding a "rental contract", shall request the "renter" or the "driver" to submit an emergency contact number, such as a mobile phone number, etc.
- The Company, in concluding the "rental contract", may designate the means of payment that the "renter" can use, such as credit card, cash, etc.
- If the "renter" or the "driver" does not follow the provision of the preceding Paragraph 5, the Company may refuse to conclude the "rental contract" or cancel the reservation of the "renter". The stipulations in Paragraph 5 of Article 4 regarding the treatment of the application fee for reservation shall be applied in such a case.

Article 8 (Refusal of Rental)

- If any of the following items pertains to the "renter" or the "driver", the Company may refuse to conclude the "rental contract" or cancel the reservation of the "renter":
 - If he/she does not possess a driver's license;
 - If he/she is considered to be under the influence of alcohol;
 - If he/she is considered to show symptoms of being under the influence of narcotic drugs, stimulant drugs, thinner, etc.;
 - If he/she has a child in the car without a child safety seat;
 - If he/she is registered in the information management system of the All Japan Rent-a-car Association specified in Article 23 (hereinafter referred to as "All Japan Rent-a-car Association system") or registered on the renters watch list shared by TOYOTA MOTOR CORPORATION and TOYOTA Rental & Leasing Shops (hereinafter referred to as "renters watch list");
 - If he/she is considered to be a member of a designated violence group or organization related to such a group, or is deemed to belong to other anti-social organizations;
 - If he/she uses a violent act or word against or imposes a burden beyond a reasonable extent on an employee or other related person of the Company in connection with a transaction with the Company;
 - If he/she undermines the trust in the Company or interferes with business activities of the Company by spreading false information or using fraudulent means or force;
 - If he/she commits any act that contravenes the "Agreement" and Detailed Regulations; and
 - If he/she commits any act considered inappropriate by the Company.
- Notwithstanding the provisions in the preceding paragraph, the Company may refuse to conclude the "rental contract" or cancel the reservation of the "renter" in any of the following cases:
 - If the Company does not have a "rental car" available for rental;
 - If the "renter" or the "driver" does not have a child safety seat for an infant under 6 years old who will be riding in the car

- With respect to the treatment of the application fee for reservation when the Company has refused to conclude the "rental contract" based on the provisions in the preceding paragraph 2, the provisions in Article 4, paragraphs 3 to 6 shall apply.

Article 9 (Completion of Rental Contract)

- 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.
- The delivery of the "rental car" mentioned in the preceding paragraph shall take place at the place and starting date and time of rental prescribed in Article 2.

Article 10 (Rental Rate)

- On completion of the "rental contract", the "renter" shall pay the rental rate specified in the next paragraph to the Company.
- The rental rate shall be the total of the following amounts, and the Company shall show each amount or a corresponding reference amount in the rate table:
 - Basic rate
 - Deductible compensation rate
 - Special equipment rate
 - One-way rate
 - Fuel rate
 - Vehicle assignment and pick-up rate
 - Other rates
- The basic rate shall be the rate that has been notified to the Chief of the Local Transport Bureau, the Director of the Hyogo Land Transport Division of the Kobe Transport Administration Division, or the Director of the Land Transport Office of the Okinawa General Bureau, and that is in effect at the time of rental of the "rental car".
- If the Company revises the rental rate after completion of the reservation prescribed in Article 2, the "renter" shall pay the lower of the rate applied at time of completion of the reservation and the rate at time of rental.

Article 11 (Change of Conditions of Rent)

When changing the conditions of rent specified in Article 7 after the conclusion of the "rental contract", the "renter" must obtain the consent of the Company.

Article 12 (Inspection and Maintenance)

- 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 Trucking Vehicle Law, and shall rent properly maintained "rental cars."
- 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.

Article 13 (Issuance and Carrying of Rental Certificate)

- When the "rental car" is delivered to the "renter", the Company shall issue to the "renter" a prescribed rental certificate with such contents as specified by the Chief of the Local Transport Bureau, the Director of the Hyogo Land Transport Division of the Kobe Transport Administration Division, or the Director of the Land Transport Office of the Okinawa General Bureau.
- The "renter" or the "driver", during the use of the "rental car", must carry the rental certificate issued in accordance with the preceding paragraph.
- If the "renter" or the "driver" loses the rental certificate, he/she shall immediately notify the Company regarding the loss of the certificate.
- The "renter" or the "driver" shall return the rental certificate to the Company together with the return of the "rental car".

Chapter 4 : Use of Vehicle

Article 14 (Management Responsibilities of Renter)

- The "renter" or the "driver" shall use and care for the "rental car" like a good manager from the time the "rental car" is received until it is returned to the Company (hereinafter referred to as "during the period of use").
- When using a "rental car", the "renter" or the "driver" shall comply with laws and regulations, the "Agreement", Detailed Regulations, instruction manuals and other directions for use presented by the Company.

Article 15 (Daily Inspection and Maintenance)

The "renter" or the "driver" must perform the daily inspection and maintenance prescribed in Article 47-2 (Daily Inspection and Maintenance) of the Road Trucking Vehicle Law, checking the "rental car" on a daily basis before using it, "during the period of use".

Article 16 (Prohibited Acts)

The "renter" or the "driver" must not perform the following acts "during the period of use":

- Using the rental car for a motor carrier business or for other similar purposes without obtaining the consent of the Company and authorization, etc. based on the Road Transport Law;
- Using the "rental car" for purposes other than the designated purposes or having it driven by persons other than the "driver" prescribed in Article 7;
- Sub-leasing the "rental car", having it used by third parties, or performing other acts such as depositing it as collateral;
- Forging or falsifying the license number plate or fleet number plate of the "rental car", or changing the original condition of the "rental car" by modifying or remodeling it;
- Using the "rental car" for any kind of test or competition (includes any activity deemed as being a "competition" by the Company) or for pulling or pushing other vehicles without obtaining the consent of the Company;
- Using the "rental car" in violation of laws and regulations or public order and morals;
- Taking out accident insurance for the "rental car" without obtaining the consent of the Company;
- Taking the "rental car" outside of Japan;
- Engaging in acts that are notably troublesome to the Company or to other renters (including but not limited to leaving items, etc. inside the "rental car", smoking inside a nonsmoking vehicle or otherwise dirtying the "rental car", etc.); or
- Performing other acts in violation of the conditions of rent or "rental conditions" prescribed in Article 7.

Article 17 (Illegal Parking)

- If the "renter" or the "driver" parks the "rental car" illegally in violation of the Road Traffic Law, he/she shall report, immediately after the illegal parking, to the police having jurisdiction over the area related to the illegal parking (hereinafter referred to as "jurisdictional police"), and shall be personally responsible for paying the parking fine as well as towing, storage, and other costs related to the traffic violation (hereinafter referred to as "treatment of violation").
- When notice of an illegally parked "rental car" is received from the police, the Company shall inform the "renter" or the "driver" and instruct him/her to promptly relocate the "rental car" and report to the jurisdictional police to deal with the violation before the expiration of the rental period or by the time instructed by the Company, and the "renter" or the "driver" shall follow these instructions. If the "rental car" has been relocated by the police, the Company may, at its own discretion, pick up the "rental car" from the police.

- After giving the instruction in the preceding paragraph, the Company shall, at its own discretion, confirm the status of the treatment of violation through the notice of traffic violation and payment notice/receipt, etc.; and, if the violation has not been dealt with, shall repeatedly give the instruction in the preceding paragraph to the "renter" or the "driver" until the violation is finally settled. If the "renter" or the "driver" does not follow the instruction in the preceding paragraph, the Company may immediately cancel the rental contract without any prior notice or demand, and request the "renter" and the "driver" to immediately return the rental car. The "renter" or the "driver" shall sign a document prescribed by the Company on which he/she acknowledges the fact of illegal parking and that he/she will report to the police and follow the legal procedures for violators (hereinafter referred to as "acknowledgement letter").
- Notwithstanding the provisions relating to the treatment of personal information referred to in the beginning of the "Agreement", the "renter" or the "driver" shall agree to submit to the Public Safety Commission materials such as the letter of explanation prescribed in Article 51-4, paragraph 6 of the Road Traffic Law, the "acknowledgement letter" and rental certificate, and to cooperate with the police by submitting to the police materials containing personal information such as the "acknowledgement letter" and rental certificate, if deemed necessary by the Company.
- If the "renter" or the "driver" does not complete the treatment of violation by the time of return of the "rental car", and if the Company has borne the expenses required for searching for the "renter" or the "driver" of the "rental car" (hereinafter referred to as "search expenses"), or if the Company has borne the expenses required for the towing, storage and pickup of the vehicle (hereinafter referred to as "vehicle management expenses"), then the "renter" or the "driver" shall pay the following expenses to the Company by a due date to be designated by the Company:

- Amount corresponding to the fine for illegal parking
- Penalty for illegal parking to be determined by the Company on the Parking Restrictions page (https://rent.toyota.co.jp/global_eng/drive/parking.html) (hereinafter referred to as "penalty and fine for illegal parking" together with the amount corresponding to the fine for illegal parking in (1) above)
- Search expenses and vehicle management expenses

- If the "renter" has paid the fine for illegal parking after he/she paid the Company the penalty and fine for the said illegal parking based on the provisions of the preceding paragraph, or if the fine for the illegal parking has been refunded to the Company because of the institution of a public prosecution or the case being brought to trial at a family court, the Company shall return the said penalty and fine for illegal parking to the "renter".

Article 18 (GPS Function)

- The "renter" and the "driver" shall agree to the fact that in some cases, a global positioning system (hereinafter referred to as "GPS Function") may be installed in rental cars, the current position, travel route, and other such information of rental cars may be recorded with a system prescribed by the Company, and the recorded information in question may be used by the Company for the purposes stated below.

- To confirm whether rental cars have been returned to their prescribed location at the end of rental agreements;
- To check the current position and other such information of rental cars in the cases stipulated in the items of Article 24 Paragraph 1, or in the case that using the information is otherwise deemed necessary for rental car management, rental agreement execution, or the like; and
- To perform marketing analysis in order to increase the quality of products, services, and so on provided to the "renter" and the "driver," and boost customer satisfaction, etc.

- The "renter" and the "driver" shall agree to delivery of the recorded information based on the preceding paragraph to TOYOTA MOTOR CORPORATION upon alteration by the Company into a form by which the "renter" and the "driver" cannot be identified or specified and agree to TOYOTA MOTOR CORPORATION's use of such recorded information for the purpose of research and development relating to transportation systems and map generation technology.

- The "renter" and the "driver" shall agree to the fact that the Company may disclose the information that has been recorded with the GPS Function in Paragraph 1 to the necessary extent in the case that such disclosure is required based on laws and regulations, or in the case that a related disclosure request or disclosure order has been received from a court of law, government agency, or other public institution.

Article 19 (Dashboard Camera)

- The "renter" and the "driver" shall agree to the fact that in some cases, a dashboard camera may be installed in rental cars, the driving of the "renter" and the "driver" may be recorded, and the recorded information in question may be used by the Company for the purposes stated below.

- To check the circumstances during the occurrence of an accident if an accident has occurred;
- To check the driving of the "renter" and the "driver" in the case that doing so is deemed necessary for rental car management, rental agreement execution, or the like; and
- To perform marketing analysis in order to increase the quality of products, services, and so on provided to the "renter" and the "driver," and boost customer satisfaction, etc.

- The "renter" and the "driver" shall agree to delivery of the recorded information based on the preceding paragraph to TOYOTA MOTOR CORPORATION upon alteration by the Company into a form by which the "renter" and the "driver" cannot be identified or specified and agree to TOYOTA MOTOR CORPORATION's use of such recorded information for the purpose of research and development relating to autonomous driving, advanced safety technology, and map generation technology.

- The "renter" and the "driver" shall agree to the fact that the Company may disclose the information that has been recorded with the dashboard camera in Paragraph 1 to the necessary extent in the case that such disclosure is required based on laws and regulations, or in the case that a related disclosure request or disclosure order has been received from a court of law, government agency, or other public institution.

Chapter 5 : Return of Vehicle

Article 20 (Renter's Obligation for Returning Vehicle)

- The "renter" shall return the "rental car" to the Company at the designated place of return by the expiration date of the rental period.
- If the "renter" is unable to return the "rental car" within the rental period due to a natural disaster or other act of providence, he/she shall notify the Company without delay and follow the instructions of the Company.

Article 21 (Checking of Rent a Car)

- The "renter" shall return the "rental car" in the presence of the Company in the same condition as when it was first delivered, except for deterioration and wear due to normal use of the "rental car" or damage occurred due to a reason not attributable to the "renter" or the "driver".
- Before returning the "rental car", the "renter" shall confirm that there are no personal effects of the "renter", "driver" or fellow passengers left inside the "rental car".

Article 22 (Time of Return of Rent a Car)

- If the rental period is extended based on Article 11, the "renter" shall pay a rental rate corresponding to the rental period after the change or the total of the rental rate before the change and the rate for the extra rental period, whichever is lower.
- If the "renter" returns the "rental car" after changing the rental period without obtaining the consent of the Company as prescribed in Article 11, 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 23 (Place of Return of Rent a Car)

- If the "renter" changes the designated place of return based on Article 11, he/she shall bear the expenses required for forwarding the vehicle (hereinafter referred to as "forwarding expenses").
- If the "renter" 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 11, he/she shall pay a penalty equal to twice the "forwarding expenses".

Article 24 (Measures Taken if Rent a Car is not Returned)

- If either of the following conditions applies to the "renter", the Company shall take necessary measures for confirming the whereabouts of the "rental car" by utilizing the vehicle location information system, and send an unreturned vehicle damage report to the All Japan Rent-a-car Association, in addition to taking legal action such as filing a criminal complaint against the "renter".
 - If the "renter" does not respond to the Company's request for return of the "rental car" even after the rental period has expired; and
 - If the "rental car" is deemed to be unreturnable because the whereabouts of the "renter" is unknown.
- If either of the conditions of the preceding paragraph applies, the "renter" shall pay the Company for expenses it incurred searching for the "renter" and picking up the "rental car".

Article 25 (Agreement on Registration and Use of Rental Information)

- Notwithstanding the provisions relating to the treatment of personal information referred to in the beginning of the "Agreement", the "renter", if either of the conditions applies to him/her, shall agree to have the objective information based on the fact of rental, including his/her name, address, driver's license no., etc. (hereinafter referred to as "rental information") registered with the National Rent-A-Car Association system and the renters watch list for a period not exceeding 7 years.

- If the "renter" or the "driver" fails to pay the penalty and fine for illegal parking specified in Article 17, paragraph 5 to the Company by the due date designated by the Company; and
- If either item of Paragraph 1 of the preceding Article is applicable

- Notwithstanding the provisions relating to the treatment of personal information referred to in the beginning of the "Agreement", the "renter" shall agree to the following matters:
 - The rental information registered with the All Japan Rent-a-car Association system shall be used by the All Japan Rent-a-car Association and member Rent-A-Car Associations of each prefecture as well as by member companies.
 - The rental information registered on the renters watch list shall be used by TOYOTA MOTOR CORPORATION and the TOYOTA Rental & Leasing Shops.

Chapter 6 : Measures in the Event of a Breakdown, Accident or Theft

Article 26 (Breakdown of Rent a Car)

If a breakdown of the "rental car" or other trouble occurs "during the period of use", the "renter" or the "driver" shall immediately stop using the car, notify the Company and follow the instructions of the Company.

Article 27 (Accidents)

- If an accident involving the "rental car" occurs "during the period of use", the "renter" or the "driver" shall immediately stop using the car and take the following measures, in addition to the legally required measures, irrespective of the seriousness of the accident:

- Immediately report the details of the accident to the Company and follow the instructions of the Company;
- If the "rental car" is to be repaired based on the instructions in the preceding item, have it repaired at a shop of the Company or a shop designated by the Company, except as approved by the Company.
- Cooperate with the Company and the insurance companies under contract to the Company in the investigation of the accident, and submit all documents requested by the Company and the insurance companies without delay.
- Obtain the consent of the Company before reaching a settlement or other agreement with the other party involved in the accident.

- In addition to matters specified in the preceding paragraph, the "renter" or the "driver" shall handle and settle the accident as his/her own responsibility.

- The Company shall give advice to the "renter" or the "driver" regarding the handling of the accident as well as giving cooperation to settle the accident.

- If the vehicle is equipped with an onboard accident-recording device, the Company shall record the situation related to vehicle impact, sudden braking, and the like for the purpose of checking the circumstances during the occurrence of the accident.

- The Company shall take measures such as verifying the recording in the preceding paragraph in the case that doing so is deemed necessary.

Article 28 (Thefts)

If the "rental car" is stolen or damaged "during the period of use", the "renter" or the "driver" shall take the following measures:

- Immediately report the matter to the nearest police station.
- Immediately report the vehicle damage conditions to the Company and follow the instructions of the Company.
- Cooperate with the Company and the insurance companies under contract to the Company in the investigation of the theft/damage, and submit all documents requested by the Company and the insurance companies without delay.

Article 29 (Termination of Rental Contract due to Unusable Vehicle)

- If the "rental car" becomes unusable during the rental period due to a breakdown, accident, theft or other trouble (hereinafter referred to as "breakdown or other trouble"), the rental agreement shall be terminated.
- In the case of the preceding paragraph, the "renter" shall bear the expenses required for the pick-up and repair of the "rental car", while the Company shall not return the previously received rental fee, provided that the "breakdown or other trouble" is not due to any of the reasons specified in Paragraph 3 or Paragraph 5.
- If the "breakdown or other trouble" is due to a defect, flaw, or other cause from the "rental car" not conforming to the "rental conditions" existing before the vehicle was rented, the "renter" may be offered a "substitute rental car" by the Company. Article 5, paragraph 3 shall apply mutatis mutandis to the conditions of provision of a "substitute rental car".

- If the "renter" is not offered a "substitute rental car" mentioned in the preceding paragraph, the Company shall return the full amount of the previously received rental fee to the "renter". The same shall apply when a "substitute rental car" cannot be offered.

- If the "breakdown or other trouble" occurred due to a reason which cannot be attributed to the "renter" or the Company, the Company shall return to the "renter" the amount of the previously received rental fee minus the amount of the rental rate for the period from the start of the rental to the termination of the "rental contract".

- Except for such measures as provided for in this Article, the "renter" may not make any claims against the Company, except for those prescribed in this Article, with regard to any damages resulting from not being able to use the "rental car". Nevertheless, this shall exclude cases in which a breakdown or other trouble has occurred due to a willful act or gross negligence on the part of the Company.

Chapter 7 : Indemnification and Compensation

Article 30 (Indemnification and Compensation for Business by Renter)

- If the "renter" or the "driver" has caused any damage to the Company's "rental car" (including a "rental car" leased by a rental agent on behalf of the Company under the provisions of Article 37) while using the vehicle, the "renter" shall indemnify the Company for the damage, provided that the damage was due to a reason attributable to the "renter" or "driver".

- If the "renter" is held liable for damage based on the preceding paragraph and an accident, theft, 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, resulting in the Company not being able to use the "rental car", the "renter" shall pay for such damage as specified in the rate table.

- If the "renter" or the "driver" has caused any damage to the Company or a third party through intention or negligence "during the period of use" of the "rental car" (including a "rental car" leased by a rental agent on behalf of the Company under the provisions of Article 37), he/she shall indemnify the Company or third party for the damage.

- Notwithstanding the provisions in the preceding paragraphs, the "renter" or the "driver" shall not be required to compensate for any damage caused by a disaster designated as a major disaster pursuant to Article 2 of the Act on Special Financial Support to Deal with the Designated Disaster of Extreme Severity (Law No. 150 of 1962) (hereinafter referred to as "major disaster") if the damage, etc. relates to a "rental car" lost, damaged or otherwise affected by force majeure in a region designated as a place hit by the major disaster unless the damage is the result of intention or gross negligence by the "renter" or the "driver".

Article 31 (Insurance)

- If the "renter" is liable for damage based on the "Agreement" and Detailed Regulations or the "driver" is liable for damage described in Paragraph 3 of the preceding Article, insurance money up to the following limits shall be paid to him/her from the accident insurance policy concluded by the Company for the "rental car", provided that payment of such insurance money does not fall under an exemption in the insurance policy conditions.

- Compensation for personal damage: Unlimited per person (including compulsory automobile liability insurance)
- Compensation for property damage: Unlimited (deductible of JPY 50,000 per accident)
- Compensation for vehicle damage: up to market value (deductible of JPY 50,000, but JPY 100,000 for buses/large-sized trucks)
- Compensation for personal injury: Up to JPY 30,000,000 per person

- 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 in the preceding paragraph.

- If the Company has paid the cost of damage to be borne by the "renter" or the "driver" based on the provisions in the preceding paragraph, the "renter" or the "driver" shall immediately reimburse the Company for that cost.

- The cost of damage corresponding to the deductible of the insurance money specified in Paragraph 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" if he/she has not paid a deductible compensation fee.

- An amount equivalent to the insurance premium for the accident insurance policy prescribed in Paragraph 1 shall be included in the rental rate.

Chapter 8 : Cancellation

Article 32 (Cancellation of Rental Contract)

If the "renter" or the "driver" has violated the "Agreement" and Detailed Regulations during the rental period, the Company may cancel the "rental contract" without notice or summons and may request the immediate return of the "rental car". In such a case, the Company shall return to the "renter" the balance of the previously received rental fee minus the amount of the rental rate for the period from the start of the rental to its cancellation and compensation for damages connected to cancellation of contract if such a balance exists.

Article 33 (Cancellation by Consent)

- The "renter" may cancel the "rental contract" during the rental period by obtaining the consent of the Company. In such a case, the Company shall return to the "renter" the balance of the previously received rental fee minus the amount of the rental rate for the period from the start of the rental to the return of the "rental car."
- When the "rental contract" is canceled as described in the preceding paragraph, the "renter" shall pay to the Company the following cancellation fee:
Cancellation fee = ((Basic rate for scheduled rental period)-(Basic rate for period from start of rental to return of vehicle))×50%

Chapter 9 : Miscellaneous Provisions

Article 34 (Offsetting Mutual Obligations)

If the Company bears monetary obligations to the "renter" based on the "Agreement" and Detailed Regulations, it may at any time offset such monetary obligations with the monetary obligations of the "renter" due the Company.

Article 35 (Consumption Tax)

The "renter" shall pay to the Company the consumption tax (including local consumption tax) that is levied on transactions under the "Agreement" and Detailed Regulations.

Article 36 (Late Charges)

The "renter" and the Company, if in default of the performance of their monetary obligations under the "Agreement" and Detailed Regulations, shall pay to the other party late charges at an interest rate of 14.6% per annum.

Article 37 (Rental Agent)

If the "rental car" is rented from another company on behalf of the Company (such a company to be hereinafter referred to as "rental agent"), the words "the Company" used in the "Agreement" can be replaced by "rental agent", excluding matters related to the "Handling of Personal Information", Article 12, Article 16, Article 26 to 28 (contact numbers in case of the occurrence of a breakdown, accident, theft, etc. shall be the phone numbers of the Company and the "rental agent") and Article 39.

Article 38 (Governing Law)

- The governing law shall be the laws of Japan.
- Where there are any discrepancies between the Japanese Agreement and any other agreement such as the English Agreement, the Japanese Agreement shall apply preferentially.

Article 39 (Display, etc. of Agreement and Detailed Regulations)

- The Company may revise the "Agreement" and Detailed Regulations, or may separately set up Detailed Regulations of the "Agreement" upon prior notice given on the Company's website or other means.
- If this "Agreement" and Detailed Regulations have been revised or Detailed Regulations have been separately set up, the Company shall display them in its sales offices as well as describing them in the pamphlets and rate table issued by the Company and posting them on its website. The same shall apply when changes are made to the contents thereof.

Article 40 (Court of Jurisdiction)

If any disputes arise regarding the rights and obligations based on this "Agreement" and Detailed Regulations, the court having jurisdiction over the HO location of the Company shall be the exclusive agreement jurisdictional court.

Supplementary Provision: The "Agreement" shall take effect on December 1, 2020.