

Rental Car Terms and Conditions

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Chapter 1: General Provisions

Article 1 (Application of Terms and Conditions)

The Company shall lease vehicles (hereinafter referred to as “rental cars”) to the lessee in accordance with these terms and conditions, and the lessee shall lease the rental car accordingly.

Matters not stipulated in these terms shall be governed by applicable laws or general customs.

2. The Company may enter into special agreements within the scope that does not conflict with the purpose of these terms, applicable laws, administrative notices, or general customs. In such cases, the special agreement shall take precedence.

Chapter 2: Reservations

Article 2 (Reservation Application)

The lessee may make a reservation by indicating the vehicle class, start date and time of rental, rental location, rental period, return location, driver, need for child seats, and other rental conditions (hereinafter referred to as “rental conditions”) in the prescribed manner after agreeing to these terms and the separately defined pricing table.

2. Upon receiving a reservation request, the Company shall, in principle, accept it within the scope of available vehicles. In such cases, the lessee shall pay a reservation deposit unless otherwise approved by the Company.

Article 3 (Change of Reservation)

The lessee must obtain prior approval from the Company to change the rental conditions specified in Article 2(1).

Article 4 (Cancellation of Reservation, etc.)

The lessee may cancel the reservation by the prescribed method.

2. If the lessee fails to initiate the rental contract process more than one hour after the scheduled start time, the reservation will be deemed canceled.
3. In such cases, the lessee shall pay a cancellation fee, and the Company shall refund the reservation deposit upon receiving the fee.
4. If the cancellation is due to the Company, the Company shall refund the deposit and pay a penalty as defined separately.
5. If the contract could not be concluded due to force majeure, accidents, theft, non-return, recall, or natural disasters not attributable to either party, the reservation will be canceled, and the Company shall refund the reservation deposit.

Article 5 (Substitute Vehicle)

If the Company cannot provide the reserved vehicle class, it may offer a substitute rental car of a different class.

2. If the lessee accepts, the Company shall lease it under the same conditions, excluding vehicle class. If the substitute vehicle has a higher rate, the original rate applies; if lower, the substitute's rate applies.

3. The lessee may decline and cancel the reservation.
4. If the cause is attributable to the Company, it shall be treated as a cancellation under Article 4(4), and a penalty will also be paid.
5. If the cause is not attributable to the Company, it shall be treated as cancellation under Article 4(5), and the reservation deposit will be refunded.

Article 6 (Disclaimer)

Except as otherwise provided in Articles 4 and 5, neither party shall claim damages for canceled reservations or failure to conclude a rental contract.

Article 7 (Agency for Reservation Services)

The lessee may apply for reservations via agents (e.g., travel agencies or partner companies).

2. In such cases, the lessee must contact the same agency for changes or cancellations.

Chapter 3: Rental

Article 8 (Conclusion of Rental Agreement)

The lessee shall specify the rental conditions, and the Company shall disclose rental terms to conclude the agreement unless the vehicle is unavailable or the lessee/driver falls under any item in Article 9(1)(2).

2. Upon concluding the agreement, the lessee shall pay the rental fees defined in Article 11(1).
3. In accordance with ministry guidelines, the Company shall record the driver's name, address, license type, and license number on the rental ledger and certificate. The lessee must present and submit a copy of the driver's license (including their own if self-driving).
4. The Company may request additional identification documents and keep copies.
5. The Company may require the lessee to provide a mobile phone number or other contact during the rental period.
6. The Company may specify payment methods, including credit card or cash.

Article 9 (Refusal to Conclude Rental Agreement)

The Company may refuse the agreement if the lessee/driver:

- (1) Does not present a valid driver's license.
 - (2) Is intoxicated.
 - (3) Is suspected of drug abuse.
 - (4) Has a child under six years old without a child seat.
 - (5) Is affiliated with a criminal or antisocial organization.
2. The Company may also refuse if:
 - (1) The actual driver differs from the reserved one.
 - (2) There's a history of non-payment.
 - (3) There were previous violations under Article 17.

- (4) There's a history of non-return (including from other companies).
 - (5) There were insurance violations.
 - (6) Other specified conditions are not met.
3. If a reservation already existed, it shall be deemed canceled, and the deposit refunded.

Article 10 (Establishment of Agreement)

The agreement is established when the lessee pays the rental fee and the vehicle is delivered. The deposit is applied toward the fee.

2. Delivery shall occur at the location and time specified in the reservation.

Article 11 (Rental Charges)

Rental charges include the following:

- (1) Basic charges
 - (2) Fees for optional equipment
 - (3) One-way fees
 - (4) Fuel costs
 - (5) Delivery/pick-up fees
 - (6) Other charges
2. Basic charges are based on rates filed with the transport bureau.
3. If fees are revised after a reservation, the lower of the reserved or revised fee shall apply.

Article 12 (Changes in Rental Conditions)

Changes require prior Company approval.

2. The Company may deny changes if they interfere with operations.

Article 13 (Inspection and Confirmation)

The Company shall conduct and complete statutory inspections.

- 2. The Company shall conduct daily safety checks as required.
- 3. The lessee/driver shall verify the vehicle's condition and compliance with rental terms.
- 4. If defects are found, the Company shall repair them immediately.

Article 14 (Rental Certificate)

Upon delivery, the Company shall issue a rental certificate with the required details.

- 2. The lessee/driver must carry this during use.
- 3. If lost, it must be reported immediately.
- 4. It must be returned with the vehicle.

Article 15 (Responsibility for Management)

The Renter or Driver shall, from the time the rental car is received until it is returned to the Company (hereinafter referred to as “During Use”), use and store the rental car with the due care of a prudent manager.

Article 16 (Daily Inspection and Maintenance)

The Renter or Driver shall, during use, inspect the rental car daily before driving in accordance with Article 47-2 of the Road Transport Vehicle Act (Daily Inspection and Maintenance), and perform necessary maintenance.

Article 17 (Prohibited Acts)

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

1. Use the rental car for commercial transport or similar purposes without the Company’s consent and without obtaining the necessary permits under the Road Transport Act.
2. Use the rental car for purposes other than those specified or allow someone not listed on the rental certificate or without Company consent to drive the vehicle.
3. Sublease or use the rental car as collateral or commit any act that infringes on the Company’s rights.
4. Forge or alter the vehicle registration plate or number, or modify the rental car without consent.
5. Use the rental car for testing, competition, towing, or pushing other vehicles without the Company’s consent.
6. Use the rental car in violation of laws or public morals.
7. Purchase insurance for the rental car without the Company’s consent.
8. Take the rental car outside Japan.
9. Commit any other act that violates the rental conditions in Article 8, Paragraph 1.

Article 18: Measures in Case of Illegal Parking

1. If the Renter or Driver illegally parks the rental vehicle in violation of traffic laws, they must immediately appear at the relevant police station, pay any fines or penalties, and cover all costs related to towing, storage, and retrieval of the vehicle.
2. If the Company receives notification from the police regarding the illegal parking of a rental vehicle, the Company will contact the Renter or Driver and instruct them to promptly retrieve or move the vehicle. The Renter or Driver must also appear at the relevant police station before the end of the rental period or as otherwise directed by the Company.
3. The Company may, at its discretion, confirm whether the violation has been resolved through documents such as traffic violation notices or receipts. If unresolved, the Company will continue to request compliance and may require the Renter or Driver to sign a written acknowledgment (hereinafter “Acknowledgment Letter”) admitting the violation and agreeing to comply with legal procedures.

4. If deemed necessary, the Company may submit the Acknowledgment Letter, rental certificate, and other personal information to the police or public safety authorities to assist with the enforcement of parking violations.
5. If the Company is ordered to pay a parking penalty under Article 51-4(1) of the Road Traffic Act or bears expenses for vehicle retrieval or Renter/Driver tracking, the Renter or Driver shall reimburse the Company for the following (hereinafter "Parking Violation Related Costs"):
 - (1) The amount equivalent to the parking penalty
 - (2) A separately determined parking violation surcharge
 - (3) Costs incurred for locating the Renter or Driver and retrieving, towing, or storing the vehicle
6. If the Renter or Driver refuses to comply with the Company's request to resolve the violation or sign the Acknowledgment Letter, the Company may collect a "parking violation fee" in an amount separately determined.
7. If the Renter or Driver pays the Company for these costs and the penalty is later canceled or refunded, the Company shall refund only the amount equivalent to the canceled penalty.

Chapter 5: Return

Article 19 (Responsibility for Return)

The Renter or Driver shall return the rental car to the designated return location by the end of the rental period.

2. If the Renter or Driver fails to comply, they shall compensate the Company for any resulting damages.
3. If return is impossible due to force majeure, such as a natural disaster, the Renter or Driver shall not be held responsible for damages. In such cases, they must immediately contact the Company and follow its instructions.

Article 20 (Inspection at Return)

The Renter or Driver shall return the rental car in the Company's presence, in the same condition as received, excluding normal wear and tear.

2. Before returning the rental car, the Renter or Driver must confirm that no personal belongings have been left inside. The Company shall not be responsible for any items left behind.

Article 21: Additional Fees in Case of Rental Period Change

If the Renter or Driver changes the rental period under Article 12(1), they must pay the rental fee corresponding

to the new period.

Article 22: Change of Return Location

1. If the Renter or Driver changes the designated return location under Article 12(1), they shall bear the cost of transporting the vehicle to the new location.
2. If the vehicle is returned to a location other than the designated one without prior approval, the Renter or Driver must pay the following penalty:

Return Location Change Penalty = Transportation Cost × 150%

Article 23: Measures When the Vehicle Is Not Returned

1. If the Renter or Driver fails to return the vehicle after the rental period and refuses to comply with the Company's request for return, or if the Renter cannot be located, the Company may file a criminal complaint or take legal action.
2. The Company may contact family members, relatives, or employers, and use vehicle tracking systems to determine the vehicle's location.
3. In such cases, the Renter or Driver shall be liable for any damages under Article 28 and must also cover the cost of recovering the vehicle and locating the Renter or Driver.

Chapter 6: Measures in Case of Malfunction, Accident, or Theft

Article 24 (Measures When Malfunction is Found)

The Renter or Driver shall immediately stop driving, contact the Company, and follow its instructions upon discovering any malfunction or abnormality.

Article 25 (Measures in Case of Accident)

In case of an accident, the Renter or Driver shall stop driving, take legally required actions, and:

Report the accident immediately to the Company and follow instructions.

Conduct repairs only at the Company's or its designated facilities, unless otherwise approved.

Cooperate with investigations by the Company and its insurer.

Obtain prior consent from the Company before settling with the other party.

The Renter or Driver shall be responsible for handling and resolving the accident. The Company will provide advice and support.

Article 26 (Measures in Case of Theft)

If the rental car is stolen or damaged, the Renter or Driver must:

Report immediately to the nearest police station.

Report to the Company and follow instructions.

Cooperate with the investigation and promptly submit required documents.

Article 27 (Termination Due to Inoperability)

The rental contract terminates if the rental car becomes unusable due to malfunction, accident, or theft.

1. If the rental vehicle becomes unusable during the rental period due to malfunction, accident, or theft (collectively "Inoperability"), the rental contract shall be considered terminated.
2. In this case, the Renter or Driver shall bear the cost of towing and repair. The Company will not refund the rental fee already paid, except as specified in Paragraphs 3 or 5.
3. If the Inoperability results from a defect that existed before rental, the Company shall offer a replacement vehicle under the same conditions. If the replacement vehicle is unavailable or declined by the Renter, the full rental fee shall be refunded.
4. If the Renter declines the replacement vehicle or the Company cannot provide one, the full rental fee shall be refunded.
5. If the Inoperability is caused by circumstances beyond the control of the Renter, Driver, or the Company, the Company shall refund the unused portion of the rental fee based on the elapsed rental period.
6. Except for the compensation described in this article, the Renter or Driver may not make any further claims against the Company.

Chapter 7: Compensation and Coverage

Article 28 (Liability and Business Compensation)

The Renter or Driver shall compensate for any damage caused to third parties or the Company while using the rental car, except in cases attributable to the Company.

2. Compensation for business interruption due to damage, theft, or contamination shall be based on the fee schedule.

Article 29 (Insurance and Compensation)

1. If the Renter or Driver is liable for damages under Article 28, insurance and the Company's compensation plan will provide the following coverage:
 - (1) Bodily Injury: Unlimited per person (including compulsory automobile liability insurance)

- (2) Property Damage: Up to ¥30,000,000 per accident (deductible: ¥50,000)
- (3) Vehicle Damage: Market value per accident (deductible: ¥50,000; ¥100,000 for specific truck/microbus classes)
- (4) Passenger Injury: ¥5,000,000 per person

- 2. If the cause of damage falls under insurance or compensation exclusions, no payment will be made.
- 3. The Renter or Driver shall bear any amount exceeding the insured or compensable limits and any damages not covered by the policy.
- 4. If the Company pays damages on behalf of the Renter or Driver, they must immediately reimburse the Company.
- 5. Insurance premiums and compensation plan fees are included in the rental fee.

Chapter 8: Termination of Rental Contract

Article 30 (Termination by Company)

If the Renter or Driver violates the Terms during use or meets any disqualifications in Article 9, the Company may immediately terminate the contract and demand return of the vehicle without notice. No refund will be given.

Article 31 (Cancellation by Agreement)

The Renter may terminate the contract during use with Company consent and payment of a cancellation fee. The Company will refund the unused portion of the rental fee.

- 2. The cancellation fee shall be paid as specified by the Company.

Chapter 9: Personal Information

Article 32 (Purpose of Use of Personal Information)

The Company will use the Renter's and Driver's personal information for the following purposes:

- (1) To comply with obligations under Article 80(1) of the Road Transport Act as a licensed car rental operator, including creating rental records.
- (2) To provide product and service information (e.g., rental cars, used vehicles), promotional campaigns, and advertisements via mail or email.
- (3) To verify identity and perform credit checks at the time of contract conclusion.
- (4) To conduct surveys for product development and customer satisfaction improvement.
- (5) To aggregate and analyze personal information for statistical purposes, anonymized and untraceable.

If personal information is collected for purposes not listed above, the purpose will be explicitly stated in advance.

Article 33 (Consent to Use of Personal Information)

he Renter or Driver agrees that their personal information (e.g., name, birthdate, driver's license number) may be used by rental car operators for screening purposes in the following cases:

- (1) When the Company is ordered to pay a parking violation fine under Article 51-4(1) of the Road Traffic Act.
- (2) When the Renter or Driver fails to fully reimburse the Company for parking violation-related costs as defined in Article 18(5).
- (3) When the Company determines that the vehicle has not been returned, as described in Article 23(1).

Chapter 10: Miscellaneous Provisions

Article 34 (Offsetting Claims)

If the Company has a financial obligation to the Renter or Driver under these terms, it may offset this amount against any outstanding obligations owed by the Renter or Driver.

Article 35 (Late Payment Penalties)

If the Renter, Driver, or Company fails to fulfill a financial obligation under these terms, the defaulting party must pay late interest at an annual rate of 10%.

Article 36 (Supplementary Rules)

1. The Company may establish detailed regulations that supplement these terms, and such regulations shall carry the same legal effect.
2. When such details are established or revised, they shall be posted at the Company's offices and included in brochures or fee tables.

Article 37 (Agreed Jurisdiction Court)

Any disputes shall be submitted to the court having jurisdiction over the Company's location.

Supplementary Provisions

These terms and conditions shall come into effect on September 1, 2025.