

Times Car RENTAL Terms and Conditions

Chapter 1 – General Provisions

Article 1 Application of Terms and Conditions

1. Times Mobility Networks Co.,Ltd. (hereinafter referred to as the “Company”) shall rent a vehicle (hereinafter referred to as the “Rental Car”) to the Renter in accordance with that prescribed in these Terms and Conditions, and the Renter shall rent the Rental Car from the Company. Note that, matters not prescribed in these Terms and Conditions shall be in accordance with laws and regulations and common practice.
2. The Company may make special provisions within a scope which does not violate the purport of these Terms and Conditions, laws and regulations, administrative notices, and common practice. If a special provision is made such provision shall take precedence over these Terms and Conditions.

Chapter 2 - Reservations

Article 2 Making a Reservation

1. Having agreed to these Terms and Conditions and the separately prescribed price list, etc., the Renter may make a reservation, in accordance with the method prescribed separately by the Company, clearly specifying in advance the vehicle class, rental start date, rental location, rental term, return location, the name of the driver, the need for accessories such as child seats, etc., and any other rental conditions (hereinafter referred to as the “Rental Conditions”).
2. When a Renter has made a reservation, the Company shall accept the reservation within the scope of the Rental Cars owned by the Company. When making a reservation, the Company may request payment of a reservation deposit prescribed separately by the Company, and the Renter shall respond to such a request.

Article 3 Changes to Reservations

The Renter must obtain prior consent from the Company by the rental start date when attempting to change the Rental Conditions provided for in paragraph 1 of the preceding Article.

Article 4 Reservation Cancellations, etc.

1. The Renter may cancel a reservation by obtaining consent from the Company.
2. A reservation shall be deemed to have been cancelled when the Renter has not commenced procedures for concluding a Rental Car Rental Agreement (hereinafter referred to as a "Rental Agreement") within one(1) hour of the rental start time indicated in the reservation due to the Renter's circumstances.
3. If a reservation has been cancelled in accordance with the preceding 2 paragraphs, the Renter shall pay the Company the reservation cancellation fee prescribed separately by the Company. Note that, when a reservation deposit has been paid and when such reservation cancellation fee has been paid, the Company shall reimburse such reservation deposit.
4. The Company shall promptly inform the Renter when it is not possible to rent the class of Rental Car reserved due to reasons attributable to the Company. In such case, when it is not possible to rent a different class of Rental Car to the one reserved (hereinafter referred to as the "Substitute Rental Car"), or when the Renter does not agree to rent a Substitute Rental Car, the reservation shall be cancelled and the Company shall reimburse reservation deposits already paid.
5. The Company shall promptly notify the Renter according to a method determined by the Company in advance when it is not possible to rent a Rental Car reserved by the Renter due to natural disasters, accidents, theft, vehicle malfunctions or faults, recalls, delayed return by other renters, malfunctions in telecommunications operations such as fixed line phones, mobile telephones, or internet connections, etc., malfunctions or failures to the system used to run the Company's Rental Car rental operations, or other force majeure

which cannot be attributed to the Company, or when it is objectively deemed inappropriate to rent a vehicle. In such case, the reservation shall be deemed to have been cancelled when it is not possible to rent a Substitute Rental Car, or when the Renter does not agree to rent a Substitute Rental Car. Note that, when a reservation has been cancelled, the Company shall reimburse reservation deposits already received to the Renter, and the Company shall not be liable for any damage incurred by the Renter due to the cancellation of such reservation.

6. In the event of the preceding 2 paragraphs, when the Renter has agreed to rent a Substitute Rental Car, the Company shall rent out a Substitute Rental Car according to the same Rental Conditions as at the time of making the reservation, except for the class of vehicle; provided, however, that when the rental fee for the Substitute Rental Car is lower than the rental fee for the class of vehicle reserved, the rental fee for the class of such Substitute Rental Car shall apply.

Article 5 Exemptions

Unless otherwise provided in the preceding Article, the Company and the Renter shall not reciprocally assume any liability whatsoever if a reservation is cancelled or a Rental Agreement is not concluded.

Article 6 Reservation Agents

1. The Renter may make a reservation application at a travel agency or affiliated company, etc. (hereinafter referred to as the "Agency") which handles reservations on behalf of the Company.

2. A Renter who has made an application provided for in the preceding paragraph with an Agency may, notwithstanding the provisions of Article 3 and Article 4, only apply to change or cancel such reservation with such Agency.

Chapter 3 – Rental

Article 7 Concluding Rental Agreements

1. The Company is under the obligation to state the driver 's name, address, driving license classification and driving license number on the rental ledger (original rental card) and the rental certificate provided for in paragraph 1 of Article 9 pursuant to 2 (10) and (11) of the Basic Instructions Concerning Rental Vehicles (Passenger Car No.138, June 13, 1995) issued by the relevant government authority, and to affix a copy of the driver's driving license. Thus when concluding the Rental Agreement, the Company shall request that the Renter show and submit a copy of the driving license belonging to the Renter or the driver designated by the Renter (hereinafter referred to as the "Driver"), and the Renter and the Driver shall comply with such request. Note that, when concluding the Rental Agreement, none of the documents such as copies of the driver's licenses submitted to the Company by the Renter or the Driver, shall be returned to the Renter or the Driver, for any reason whatsoever.
2. When concluding the Rental Agreement, the Company may request that, in addition to their driver's license, the Renter and the Driver show and submit a copy thereof of other documentation which enables the confirmation of their identity, and the Renter and the Driver shall comply with such request.
3. When concluding the Rental Agreement, the Company shall request to be notified of mobile telephone numbers in order to make contact with the Renter and the Driver during the rental term and the Renter and the Driver shall comply with such request.
4. When concluding the Rental Agreement, the Company shall request payment by either credit card or in cash from the Renter; provided, however, that when the Company has approved payment by some other method the Renter may pay rental fees by such method.
5. Rental Agreements shall come into effect when a Rental Car is handed over to the Renter, the Renter having paid rental fees to the Company after Rental Conditions have been clearly stated, and the Company having clearly stated rental terms in these Terms and Conditions and the price list, etc., and having judged that concluding a Rental Agreement following the checks, etc., prescribed in paragraph 1 to paragraph 4, is appropriate.

6. When a reservation agreement has already come into effect with the Renter, such reservation agreement shall conclude when a Rental Car has been handed over pursuant to the preceding paragraph and a Rental Agreement shall come into effect. Note that, the handover of a Rental Car shall take place at the rental location specified in paragraph 1 of Article 2 upon the commencement of the rental term prescribed in paragraph 1 of Article 2, and reservation deposits already received shall be appropriated to part of the rental fee upon a Rental Agreement coming into effect.

7. When a reservation agreement has already come into effect with the Renter and when the Company has judged, based on the outcome of confirmation work, etc. prescribed in paragraph 1 to paragraph 4, that it is not appropriate to conclude a Rental Agreement due to reasons prescribed in paragraph 1 of Article 8, or when the Renter has not complied with the confirmation work provided for in paragraph 1 to paragraph 4 of this Article, handling shall be deemed to be cancellation of a reservation due to the Renter's circumstances. In such case, the Renter shall pay the Company the reservation cancellation fees pursuant to paragraph 3 of Article 4. Note that, if a reservation deposit has been received, such reservation deposit shall be reimbursed to the Renter when reservation cancellation fees are paid.

Article 8 Refusal to Conclude Rental Agreements

1. The Company may refuse to conclude a Rental Agreement when the Renter or the Driver falls under any of the following items.

(1) When the driving license necessary to drive the Rental Car to be rented has not be presented.

(2) When acknowledged as being under the influence of alcohol.

(3) When acknowledged as exhibiting toxic symptoms, etc. due to narcotics, stimulants, thinners, etc.

(4) When traveling with a child under the age of six (6) without using a child seat.

(5) When judged to be a crime syndicate, a member of an organization related to a crime syndicate, or a party belonging to some other antisocial organization.

(6) When the Driver specified when making a reservation differs from the Driver when concluding the Rental Agreement.

(7) When there is evidence of default of debts to the Company when renting in the past.

(8) When conduct stated in each item in Article 22 has taken place when renting in the past.

(9) When conduct stated in paragraph 6 of Article 26 or paragraph 1 of Article 35 has taken place when renting in the past (including when renting from other car rental companies).

(10) When there is evidence that automobile insurance was not applied due to violations of rental terms and conditions or insurance terms and conditions when renting in the past.

(11) When rental terms and conditions prescribed separately by the Company have not been fulfilled.

(12) In addition, when the Company judges that the rental is not appropriate.

2. In the event of that provided for in the preceding paragraph, when a reservation agreement has already been established with the Renter, handling shall be as the cancellation of a reservation due to the Renter's circumstances, and the Renter shall pay the Company the reservation cancellation fees pursuant to paragraph 3 of Article 4, and the Company shall reimburse reservation deposits already received when the Renter has paid reservation cancellation fees.

Article 9 Issuance and Carrying of Rental Certificate, etc.

1. The Company shall issue the Renter or the Driver with a prescribed rental certificate which states matters prescribed by the Director of the District Transport Bureau (the Director of the Hyogo Land Transport Division of the Kobe Transport Administration Division in the case of Hyogo Prefecture, or the Director of the Land Transport Office of the Okinawa General Affairs Bureau in the case of Okinawa Prefecture; and the same shall apply in paragraph 2 of Article 10) when handing over the Rental Car to the Renter.
2. The Renter or the Driver shall retain the rental certificate issued in accordance with the preceding paragraph during the use of the Rental Car.
3. The Renter or the Driver shall immediately notify the Company to such effect when the rental certificate has been lost.
4. The Renter or the Driver shall return the rental certificate at the same time as returning the Rental Car.

Article 10 Rental Fees

1. Rental fees shall refer to the total of the following fees, and the Company shall clearly state each amount or the basis for calculation, etc. in the price list.
 - (1) Basic fees
 - (2) Insurance fees (Collision damage waiver fees, Super Safety Package etc.)
 - (3) Additional (Accessories, Options) item fees
 - (4) One-way fees
 - (5) Refueling/Recharging fees
 - (6) Car delivery/collection fee
 - (7) Other fees

2. The basic fees shall be the fee the Company has filed with the Director of the District Transport Bureau at the time of concluding the Rental Agreement.

3. When the Company revises the rental fees after a reservation prescribed in Article 2 has been established, rental fees shall be the lower of either the rental fees at the time of making the reservation or the rental fees at the time of concluding the Rental Agreement.

Article 11 Rental Fees When Altering the Rental Term

When the rental term has been altered pursuant to Article 18, the Renter shall pay rental fees corresponding to the altered rental term; provided, however, that when a Rental Agreement is terminated midway through a rental term, the Renter shall pay termination fees provided for in paragraph 2 of Article 17 in addition to rental fees corresponding to the period up until termination.

Article 12 Offsetting

When the Company bears monetary obligations to the Renter pursuant to these Terms and Conditions, the Company may, at any time, offset such monetary obligations with rental fees and other monetary obligations the Renter bears to the Company, regardless of whether the due date for the Renter's monetary obligations has been reached.

Article 13 Cancellation of the Rental Agreement

When the Renter or the Driver has violated these Terms and Conditions while using the Rental Car, or when the Renter or the Driver falls under any of the items provided for in paragraph 1 of Article 8, the Company may cancel the Rental Agreement without giving any notice or warning whatsoever and may demand the immediate return of the Rental Car. In such case, the Company shall not reimburse rental fees received to the Renter.

Article 14 Cancellation Due to Rental Car Defects

The Renter may cancel the Rental Agreement when the Rental Car cannot be used due to defects which exist prior to rental by the Renter.

Article 15 Early Termination of Rental Due to Force Majeure

1. During the rental term, the Rental Agreement shall terminate at the time that the use of the Rental Car is no longer possible, when it is no longer possible to use the Rental Car due to natural disasters or other force majeure, accidents which cannot be attributed to the Renter, theft, malfunctions, or other reasons which cannot be attributed to the Renter. Note that, in such case, the Company shall exempt the Renter from rental fees after the point in time when use of the Rental Car is no longer possible, in accordance with the price list prescribed separately by the Company.

2. The Renter shall immediately inform the Company to such effect when circumstances provided for in the preceding paragraph have arisen.

Article 16 Early Termination of Rental Due to Reasons Attributable to the Renter

1. In the event that the rental car cannot be used due to accident, breakdown, or other grounds attributable to the renter or the driver during the rental term, the renter or the driver must immediately notify the Company of the occurrence of said grounds, and the rental agreement shall be terminated at the time that the Company is contacted.

2. In the event that during the rental period the renter or the driver parks illegally on private property or at other locations and the Company is required by the landowner, the police, etc. to remove the rental car, the Company may remove or collect the rental car when the Company judges that the renter or driver cannot immediately remove the rental car.

3. In the case of the preceding paragraph, the rental agreement shall be terminated at the time that the Company removes or collects the rental car. The Company may claim from the renter or the driver the expenses required to search for and remove or collect the rental car.

4. In the event that the rental agreement is terminated pursuant to paragraph 1 or paragraph 2 above, the Company shall not discharge the renter from the rental fees on and after the time that the use of the rental car becomes impossible.

Article 17 Early Termination of Rental Due to Renter's Circumstances

1. The Renter may, during the term of use of the Rental Car, terminate the Rental Agreement having obtained consent from the Company and having paid the termination fee prescribed in the next paragraph. In such case, the Company shall reimburse the Renter the outstanding amount of rental fees received after the rental fees for the period from rental until the return of the Rental Car have been deducted.

2. When the Rental Agreement has been terminated as provided for in the preceding paragraph, the Renter shall pay the Company the following termination fee.

[Termination Fee]

(Rental fees corresponding to the Rental Agreement term – rental fees corresponding to the period from the rental until termination) x 50%

Article 18 Alterations to Rental Conditions

Prior approval from the Company must be obtained when, after the establishment of the Rental Agreement, the Renter attempts to alter Rental Conditions prescribed at the time of conclusion of the Rental Agreement. Note that, the Company shall not approve alterations if it is not possible to rent under such altered Rental Conditions.

Chapter 4 - Responsibility

Article 19 Regular Inspections and Maintenance

1. The Company shall rent out a Rental Car which has undergone the regular inspections and maintenance provided for in Article 48 of the Road Transport Vehicle Act.
2. The Company shall take measures such as replace parts, etc. when a Rental Car is discovered to be poorly maintained during the checks provided for in the preceding paragraph or vehicle checks prior to rental.
3. When, as a result of the checks provided for in paragraph 1 or vehicle checks prior to rental, use of the Rental Car is deemed inappropriate, the reservation agreement entered into by the Renter in accordance with paragraph 5 of Article 4 shall be cancelled. Note that, the Renter shall not question the Company's responsibility with regard to damage incurred following the cancellation of such reservation agreement.

Article 20 Daily Inspections and Maintenance

1. During the rental term the Renter shall conduct daily inspection and maintenance work prescribed in Article 47.2 of the Road Transport Vehicle Act on the Rental Car prior to use each day, and must conduct inspections such as visual inspections, etc. of lighting system lamps, break mechanism operations, and other items that should be inspected, on a daily basis.
2. The Renter shall promptly inform the Company and follow instructions from the Company when any abnormalities are discovered in the Rental Car when conducting daily inspection and maintenance work.

Article 21 Management Responsibility

1. The Renter shall use and look after the Rental Car with the care of a good manager.
2. The management responsibility provided for in the preceding paragraphs shall come into effect upon the establishment of the Rental Agreement and shall expire upon the termination of the Rental Agreement.

3. The Renter must immediately inform the Company when the duty of care provided for in paragraph 1 has been neglected and the Rental Car has been defaced, destroyed, or damaged.

Article 22 Prohibited Acts

The Renter and the Driver shall not engage in the following conduct during the rental term.

(1) Use the Rental Car for any purpose other than vehicle transportation business or other similar purposes without obtaining approval from the Company and permission pursuant to the Road Transportation Act.

(2) Allow use by or sub-rent to a party other than the Driver stated in the rental certificate prescribed in paragraph 1 of Article 7 or a party approved by the Company, or engage in conduct which infringes the Company's rights such as using the Rental Car as collateral for a third party, or any conduct which impedes the Company's operations.

(3) Forging or falsifying the Rental Car's registration number plate or fleet number plate, or changing the original state of the Rental Car such as modifying or remodeling the Rental Car.

(4) Use of the Rental Car in any kind of test or competition or use for pulling or pushing other vehicles without obtaining approval from the Company.

(5) Use of the Rental Car in a way which violates laws and regulations or public order and morals.

(6) Enrolling in accident insurance for the Rental Car without obtaining approval from the Company.

(7) Taking the Rental Car outside of Japan.

(8) To illegally park a rent-a-car on the road.

(9) Engaging in acts which cause significant trouble to the Company or other renters (including but not limited to leaving items, etc. in the Rental Car and defacing, etc. the Rental Car).

Article 23 Refusal to Supply Drivers

Unless permitted in laws and regulations, the Renter may not accept the supply of drivers from the Company which accompanies the rent of the vehicle (including introduction to or mediation on behalf of drivers).

Article 24 Liability for Compensation

1. When the rental car cannot be used due to accident, breakdown, or other grounds attributable to the renter or the driver during the rental term, the renter shall pay the fees separately prescribed by the Company as a business indemnification during the period that the rental car cannot be used or during the repair period.

2. In addition to that prescribed in the preceding paragraph, the Renter shall assume liability for compensation for damage when a third party or the Company has suffered damages following use of the Rental Car due to reasons attributable to the Renter.

3. Unless due to intent or gross misconduct on the part of the Company, when damage has been incurred to the Renter due to reasons attributable to the Company when performing the Rental Agreement, the Company shall be responsible for compensation resulting from breach of contract or acts of tort, up to an amount equivalent to the rental fees in such Rental Agreement, limited to actual damages incurred under normal conditions, and the Company shall not assume liability for compensation for damages incurred due to exceptional circumstances or for loss of profits.

Article 25 Compensation

1. The Company shall compensate, within the following limits, the damage compensation provided for in paragraph 2 of the preceding Article born by the Renter in accordance with the casualty insurance agreement concluded with regard to the Rental Car and the compensation system prescribed by the Company.

(1) Compensation for personal damage Unlimited per person
(including compulsory automobile liability insurance)

(2) Compensation for property damage Unlimited per accident
Deductible: 50,000 JPY

(3) Compensation for vehicle damage Market value per accident
Deductibles: minibuses, ordinary cargo trucks, special purpose vehicles: 100,000 JPY, other: 50,000 JPY

(4) Protection of Personal Injury Up to 30 million JPY per person The cost of bodily injury (including physical impairment) and death of passenger caused by an accident shall be compensated regardless of the degree of driver's responsibility for the accident. Approval of damage cost is performed by insurance company based on insurance policy.

2. Insurance benefit or compensation prescribed in paragraph 1 shall not be paid when falling under grounds for immunity in insurance policies or the compensation system.

3. In case a renter or a driver violates the detailed regulations stipulated in Article 42 of the General Conditions, or other conditions or rules applied to the Lease Agreement, insurance or compensation stipulated in paragraph 1 shall not be paid.

4. The Renter and the Driver shall be responsible for damage which is not compensated for by insurance benefit or compensation, and damage which exceeds the insurance benefit or compensation amount paid in accordance with the provisions of paragraph 1; provided, however, that the Renter and the Driver shall be responsible for damage which exceeds the limit prescribed in special provisions when the limit provided for in paragraph 1 is altered as a result of special provisions when concluding the Rental Agreement.

5. Unless there are other special provisions, the Renter and the Driver shall be responsible for damages equivalent to the deductible amount of the insurance benefit or compensation prescribed in item 2 or 3 of paragraph 1.

Article 26 Measures In Case of Parking Violations, etc.

1. Well the Renter has committed a parking violation prescribed in the Road Traffic Act in respect to the Rental Car during the rental term, the Renter s

shall go to the police station with jurisdiction over the area in which the parking violation was committed (hereinafter referred to as the "Jurisdictional Police Station"), shall immediately pay the fine relating to the parking violation, and shall be responsible for various expenses such as for tow-away, storage, and pick-up etc. relating to such parking violation.

2. In the case of the preceding paragraph, if the Company is informed of the parking violation by the police, the Company shall contact the Renter and shall promptly have the Rental Car brought to the location specified by the Company, and shall give instructions to undertake administrative procedures such as to appear at the Jurisdictional Police Station not later than the time of returning the Rental Car or the time indicated by the Company and to pay the fine for such violation. Furthermore, at the same time, the Company shall request that the Renter sign a document (hereinafter referred to as a "Acknowledgement Letter") specified by the Company in which the Renter admits to having appeared at a police station, etc. to having committed a parking violation and to having taken measures under the law as an offender, and the Renter shall comply with such request. Note that, when the Renter does not pay the fine relating to such parking violation or does not pay the various expenses provided for in the preceding paragraph, the Company may not accept return of the Rental Car, even during the rental term, until the fine and other payments are complete.

3. In the case provided for in the preceding paragraph, if the return of the Rental Car occurs after the end of the rental term, the Renter shall pay separate usage fees for such excess period.

4. If deemed necessary by the Company, the Company may submit the Acknowledgement Letter and Rental Conditions, Renter information registered with the Company, and documents such as data, etc. which states information such as the license plate number of the Rental Car rented to the Renter to the police and the Public Safety Commission, and the Renter shall consent to this in advance.

5. If the Company receives an order to pay the parking fines provided for in Article 51.4.1 of the Road Traffic Act and the Company pays such parking fines, or if the Company bears expenses required to locate the Renter or exp

enses required to move, store or collect the vehicle, the Company may demand the amount stated below from the Renter (hereinafter referred to as "Expenses Related to the Parking Violation"). In such case, the Renter shall pay Expenses Related to the Parking Violation by the deadline specified by the Company.

(1) Amount equivalent to the parking fine

(2) Parking violation penalty fee prescribed separately by the Company

(3) Expenses required to locate and expenses required to move, store or collect the vehicle

6. When the Company has received an order to pay the parking fines provided for in the preceding paragraph, or when the Renter does not pay the full amount claimed as provided for in the preceding paragraph by the deadline specified by the Company, the Company shall take measures such as registering the name, address, and driver's license number, etc. of the Renter in the National Rent-a-Car Association information management system (hereinafter referred to as the "National Rent-a-Car Association System").

7. If the Renter should pay a fine, etc. relating to a parking violation in accordance with the provisions of paragraph 1 and when such Renter does not respond to the Company's instructions to handle the violation pursuant to paragraph 2 or the Company's request to sign the Acknowledgement Letter provided for in paragraph 2, the Company may demand parking violation fees of an amount prescribed separately (hereinafter referred to as the "Parking Violation Fee"), and may appropriate such fee to the parking fine prescribed in paragraph 5 and the parking violation penalty fee.

8. Notwithstanding the provisions of paragraph 6, when the Company has received the Parking Violation Fee and the full amount of the expenses provided for in item 3 of paragraph 5, the Company shall delete all data registered in the National Rent-a-Car Association System provided for in paragraph 6.

9. If the Renter has paid the Company the amount demanded by the Company pursuant to paragraph 5, and when the order to pay the parking penalty

y fee has been revoked due to the Renter paying the fine relating to such parking violation in arrears or the institution of public action, etc., and the Company receives a refund of the parking violation fine, the Company shall only refund to the Renter the amount equivalent to the parking violation fine from among the Expenses Related to the Parking Violation which have already been paid to the Company. The same shall apply if the Company had received the Parking Violation Fee from the Renter pursuant to paragraph 7.

10. If information has been registered in the National Rent-a-Car Association System in accordance with the provisions of paragraph 6, and when the order to pay the parking penalty fee has been revoked due to the fine having been paid, etc. or the amount demanded by the Company in accordance with the provisions of paragraph 5 has been paid to the Company in full, the Company shall delete data registered in the National Rent-a-Car Association System.

11. With regard to any damage caused to our Company by problems or an accident arising during illegal parking of a rent-a-car on the road (including repair costs and tow truck fees in case an illegally parked rent-a-car is damaged), a renter and a driver shall assume responsibility for compensation, and our Company shall not assume responsibility for any damage caused to a renter and a driver by the said problem or accident.

Chapter 5 – Measures for Accidents and Theft

Article 27 Handling Accidents

1. When an accident involving the Rental Car has occurred during the rental term, the Renter shall take measures provided for in laws and regulations and shall handle the situation in accordance with that prescribed below regardless of the seriousness of the accident.

(1) Immediately inform the Company of the details of the accident.

(2) Promptly submit documentation or evidence required by the Company and the insurance company contracted by the Company in relation to the accident.

(3) Obtain prior approval from the Company when settling or reaching agreements with a third party in relation to the accident.

(4) Rental Car repairs shall be carried out by the Company and the Renter shall not carry out repairs.

2. In addition to that provided for in the preceding paragraph, the Renter shall endeavor to resolve the accident as their own responsibility.

3. The Company shall give advice regarding the handling of accidents involving the Rental Car to the Renter and shall cooperate to resolve the situation.

4. Notwithstanding the stipulations in paragraph 1, item (4), a renter and a driver may, in case the rent-a-car is equipped with puncture repair kits or a spare tire, repair a flat tire with puncture repair kits or a spare tire by themselves. However, our Company shall not assume responsibility for any damage caused to a renter and a driver by repair with puncture repair kits or a spare tire by themselves for reasons not attributable to our Company.

Article 28 Theft

When the Rental Car has been stolen during the rental term, the Renter shall take the measures prescribed below.

(1) Immediately report the theft to the nearest police station.

(2) Immediately inform the Company of the state of the damage.

(3) Promptly submit documentation, etc. required by the Company and the insurance company contracted by the Company in relation to the theft.

Article 29 Measures for Failures, etc.

1. When any abnormalities or failures are discovered in the Rental Car, during the rental term, the Renter shall immediately stop driving and inform the Company and follow the Company's instructions.

2. When the abnormality or failure in the Rental Car, is due to reasons attributable to the Renter, the Renter shall be responsible for expenses necessary

y to pick up and repair the Rental Car. In such case, the Rental Agreement shall terminate immediately upon informing the Company and the Renter shall pay fees equivalent to the period from the start of the rental term specified when reserving the Rental Car until the time of informing the Company.

3. If the Rental car is unusable due to defects existing prior to rental, the Company shall not demand rental fees.

4. If the Rental Car can no longer be used due to malfunctions which have arisen despite the Company conducting the regular inspections and maintenance work prescribed in Article 19, the Renter shall not hold the Company responsible for any damages incurred as a result of such malfunctions.

Article 30 Exemptions Due to Force Majeure

1. If the Renter is unable to return the Rental Car by the expiration of the rental term due to natural disasters, accidents, theft, or other force majeure, which cannot be attributed to the Renter, the Company shall not hold the Renter responsible for damages incurred as a result. In such case, the Renter shall immediately inform the Company and shall follow the Company's instructions.

2. If the Company is unable to rent out a Rental Car due to natural disasters, accidents, theft, vehicle malfunctions or faults, delayed return by other renters, malfunctions in telecommunications operations such as fixed line phones, mobile telephones, or internet connections, etc., malfunctions or failures to the system used to run the Company's Rental Car operations, or other force majeure which cannot be attributed to the Company, the Company shall not assume any liability for compensation for damages suffered by the Renter as a result.

Chapter 6 – Return

Article 31 Responsibility to Return the Rental Car

1. The Renter or the Driver shall return the Rental Car to the Company at the specified return location by the end of the rental term.

2. When the Renter or the Driver has violated the preceding paragraph, in addition to paying the surcharge prescribed in the following paragraph, compensation shall be paid for all damages caused by the Renter.

3. When the return time prescribed at the time of concluding the Rental Agreement has passed, the Renter shall pay a surcharge prescribed separately by the Company; provided, however, that this shall not apply when extension procedures have been undertaken prior to the expiration of the rental term.

Article 32 Checks Upon Return, etc.

1. The Renter or the Driver shall return the Rental Car in the same condition as at the time rental commenced to the location prescribed in the Rental Agreement in the presence of the Company, and with the exception of deterioration due to normal use, the Renter shall be responsible for expenses required in order to restore the Rental Car to the same condition as at the time rental commenced when the Rental Car has been defaced, damaged, or fixtures have been lost, etc. due to reasons attributable to the Renter.

2. In addition to that prescribed in the preceding paragraph, when returning the Rental Car, the Renter shall promptly inform the Company in the event that any abnormalities were discovered in the Rental Car.

3. When returning the Rental Car, the Renter shall check that there are no left items belonging to the Renter or passengers, etc. in the Rental Car, and the Company shall not assume any liability for left items after return of the Rental Car.

4. If there are any outstanding rental fees, etc., the Renter must complete payment by the time the Rental Car is returned.

5. In addition to that provided for in the preceding paragraph, when returning the Rental Car, if the fuel tank is not full with fuel such as gasoline or diesel, etc. (in other words does not have a "full tank"), the Renter shall immediately pay the Company refueling fees calculated according to the conversion table specified by the Company in accordance with the distance traveled during the use.

Article 33 Handling Left Items

1. The Renter shall be responsible for checking that there are no items have been left by the Renter, or passengers, or other third parties in the Rental Car (hereinafter referred to as the" Left Items") when returning the Rental Car.

2. The Company shall not assume any liability whatsoever for compensation for damages incurred by the Renter, or passengers, or other third parties as a result of Left Items which have been left behind.

3. When Left Items have been recovered from the Rental Car, the Company shall handle items in accordance with the each of the following items; provided, however, that Left Items which have no property value and which are difficult to store on an on-going basis may be disposed of immediately and not in accordance with each of the following items.

(1) Left Items which have no property value, or items which are in danger of decomposing, are dangerous, or which are difficult to store on an on-going basis, shall be stored for three (3) days including the day the items are recovered and shall be disposed of if their owner does not collect them during such period.

(2) Driver licenses, passports, credit cards (including ETC cards and the same shall apply hereinafter), coins, banknotes, postage stamps, securities, gold notes, precious metals, mobile telephones, and precious stones shall be reported to and handed over as lost property to the police station with jurisdiction; provided, however, that when reports are not accepted, items shall be stored for three (3) months from the day the items are recovered, and if the name and address of the owner is discovered during such period, then such owner (issuing company if a credit card) shall be notified to collect the items. Such items shall be disposed of when the name and address of the owner is not discovered during the three (3) months from the day on which the items are recovered, or if the owner has not applied to collect the items.

(3) Guns, swords, chemicals, or other items for which ownership is prohibited by the law shall immediately be reported and handed over to the police station with jurisdiction.

(4) Left Items which do not fall under any of (1) to (3) above shall be stored for one (1) month from the day the items are recovered and shall be disposed of if the owner has not applied to collect the items during such period.

(5) The Company shall not assume any liability for compensation whatsoever for damage incurred by the Renter, or passengers, or other third parties resulting from the disposal of Left Items in accordance with the provisions of the preceding paragraph.

4. When left Items are returned to the Renter, the Company shall handover the Left Items to the Renter at the location specified by the Company or shall post such items to the Renter by cash on delivery.

Article 34 Return Location, etc.

1. When the Renter or the Driver has altered the return location specified in accordance with Article 18, the Renter shall be responsible for any Rental Car transfer costs necessary following the change of location.

2. When the Renter or the Driver has returned the Rental Car to a location other than the location specified without obtaining the Company's approval in accordance with Article 18, the Renter shall pay the return location alteration fine prescribed below.

[Return location alteration fine]

Three (3) times the Rental Car transfer costs necessary following the change of return location

Article 35 Measures for when the Rental Car is not Returned

1. When the Renter does not return the Rental Car within 12 hours of the expiration of the rental term and does not respond to the Company's demands for its return, or when it is acknowledged that the Rental Car has been stolen such as when the whereabouts of the Renter are unknown, the Company, in addition to taking legal action such as criminal prosecution, and in addition to taking measures such as reporting stolen vehicle damage to the National Rent-a-Car Association, shall report unreturned vehicle damage to the National Rent-a-Car Association and shall take measures such as registering in the National Rent-a-Car Association System, etc.

2. In the event of the preceding paragraph, the Company shall confirm that the whereabouts of the Rental Car using all available methods.

3. In the event of paragraph 1, in addition to assuming liability for compensation for damages suffered by the Company in accordance with the provisions of Article 24, the Renter shall be responsible for expenses required to recover the Rental Car and to search for the Renter.

Chapter 7 – Miscellaneous Provisions

Article 36 Handling Personal Information

1. The Company shall use personal information on renter or Operators acquired from renter for the purposes prescribed in each of the following items. Except when there are grounds acknowledged in the Personal Information Protection Act or other laws and regulations, personal information shall not be used in excess of this scope.

(1) For examination when concluding a lease agreement, identification, automatic indication of the information of a renter or a driver in displays of various applications, provision of reservation and lease services, issue of lease certificate, settlement of rents, control of records of car leases, grant of benefits, and implementation of other transactions.

(2) For verification and judgment of membership qualification for the services offered by Park 24 Group.

(3) For advertising products, services, privileges, and other information, etc. handled by Park 24 Group and Park 24 Group's business partners (direct mail, mail magazines, providing information at counters, etc.)

(4) For marketing activities relating to products and services, etc. handled by Park 24 Group and Park 24 Group's business partners (questionnaire surveys, campaigns, sending presents, purchase analysis, etc.)

(5) For the execution of other work incidental or relating to the above

2. The Company may outsource handling of personal information to a third party having taken appropriate protective measures within the scope necessary to implement usage purposes prescribed in this Article.

(1) Jointly used personal information items

Names, dates of birth, gender, profession, addresses, telephone numbers, e-mail addresses, vehicle model registration numbers, drivers license information, credit card information, camera images, service usage histories, other items necessary to achieve the purpose of use

(2) Range of Joint Use

Franchisees who have entered into franchise agreements with the Company Park 24 Group Companies (please refer to the following website)

<http://www.park24.co.jp/company/group.html>

(3) Purpose of joint use

Same as 1. Above

(4) Name of party responsible for the management of jointly used personal information

The Company

(5) Acquisition method

Orally (telephone, etc.), entry forms on websites, contracts, surveys, other documents (including records prepared in electronic or electromagnetic formats, etc.)

3. If falling under any of the following items, renter or Operators shall agree that personal information, including the name, date of birth, driver's license number, etc. of the renter or Operator, shall be registered for a period not exceeding seven (7) years in the National Rent-A-Car Association's system, and that such personal information shall be used in investigations by the National Rent-A-Car Association and various affiliated regional rent-a-car associations, and rent-a-car operators who are members of such associations when entering into lease agreements.

(1) When the Company has been ordered to pay a fine for illegal neglect pursuant to Article 54.4.1 of the Road Traffic Act

(2) When the full amount of expenses relating to parking violations provided for in Article 26.5 has not been paid to the Company

(3) When a non-refund provided for in Article 35.1 has been acknowledged

4. The Company may outsource handling of personal information to a third party having taken appropriate protective measures within the scope necessary to implement usage purposes prescribed in this Article.

5. Information (hereinafter referred to as "Usage Information") acquired in the use of the Services by the renter, including the information indicated below, may be used subsequently by the Company for the purposes below or provided to the parties below. In the provision of the information, the Company shall undertake anonymization processing so that specific individuals cannot be identified from Usage Information.

(1) Primary Use of the Information

Information on usage (vehicle type, date and time, shop, mileage, fee, benefits, promotions, compensation course, options, accident insurance fee, etc.), information on reservation (method, date, time, change, cancellation, etc.), rental car GPS, drive recorder, vehicle-mounted device record information, etc.

(2) Purpose of Use

To improve and enhance this Service as well as the products and services offered by Park 24 Group and affiliated parties of Park 24 Group

To consider and implement new services of Park 24 Group and affiliated parties of Park 24 Group as well as to establish and maintain infrastructure and to organize and implement safety management

(3) Affiliates

Park 24 group, Park 24 group affiliates, research institution

(4) Means of Provision

Sending or transmission by written, electromagnetic or oral communication methods (including telephone, etc.)

6. In addition to that prescribed in this Article, the Company's initiatives for the protection of personal information shall be in accordance with the Privacy Policy and Policy for Handling Personal Information stated on the Company's website

[\(http://www.timescar-rental.com/\)](http://www.timescar-rental.com/)

Article 38 GPS Function

1. A renter and a driver shall agree without objection that there is a case where a rent-a-car is equipped with a global positioning system (hereinafter referred to as "GPS Function") and present position, passage route, etc., are recorded in the system designated by our Company, and our Company uses such records in cases set forth in the following items:

(1) Case to confirm that the rent-a-car has been returned to the designated place when the lease agreement expires;

(2) Case falling under Article 35, paragraph 1, and case where our Company judges that our Company needs to grasp the present position, passage route, etc., of a rent-a-car with GPS Function in order to control a rent-a-car, lease agreement or the like; and

(3) Case where the Company will use the records for marketing analysis in order to improve the satisfaction of renters, drivers, and other customers, such as for improvement of commodities and services provided to a renter and a driver.

2. A renter and a driver shall, in case our Company receives a legally grounded request or order to disclose the information recorded by GPS Function set forth in the preceding paragraph, or in case our Company receives a request or order to disclose the information from a court, investigation agency, or administrative agency, agree without objection that the information may be disclosed to the extent deemed necessary in order to comply with the said request and order.

Article 38 Drive Recorder

1. A renter and a driver shall agree without objection that there is a case where a rent-a-car is equipped with a drive recorder and the driving state of a renter and a driver is recorded, and our Company uses such records in cases stipulated in the following items:

(1) Case where our Company judges that our Company needs to grasp the driving state of a renter and a driver for control of a rent-a-car and lease agreement; and

(2) Case where the Company will use the records for marketing analysis in order to improve the satisfaction of renters, drivers, and other customers, such as for improvement of commodities and services provided to a renter and a driver.

2. A renter and a driver shall, in case our Company receives a legally grounded request or order to disclose the information recorded by GPS Function set forth in the preceding paragraph, or in case our Company receives a request or order to disclose the information from a court, investigation agency, or administrative agency, agree without objection that the information may be disclosed to the extent deemed necessary in order to comply with the said request and order.

Article 39 Late Payment Charges

1. In the event that rental fees or other monetary obligations are not paid despite the payment due date having passed, the Renter shall immediately pay a late payment charge at a rate of 14.6% per annum for the number of days from the day immediately following the payment due date until the day on which payment is made, together with rental fees and other unpaid amounts.

2. The Renter shall be responsible for all transfer fees and other expenses necessary for the payment provided for in the preceding paragraph.

Article 40 Termination of the Rental

1. The Company shall reserve the right to temporarily terminate the rental contract without any notification to the Renter for the following reasons.

(1) Emergency maintenance of the rental vehicle, communication network, system, software, etc. relating to the rental.

(2) Natural disaster, such as fire, blackout, earthquake, volcanic eruption, flood and tsunami, etc., or network failure and system failure

(3) Warfare, disturbance, riot or strike

(4) System overload or in case the Company deems that there is security vulnerability.

(5) In other cases the Company deems that temporary termination of the rental is necessary for operational and technical reasons

2. The Company shall not be responsible for the loss to the Renter caused by the delay or termination of the rental due to the aforementioned reasons.

Article 41 (Alteration of Communication Network, System, Software and Disclaimer)

1. The Company shall reserve the right to revise, update or terminate the use of the communication network, system, software, etc. relating to the rental, without any notification or consent of the Renter.

The Company shall not be responsible for the loss caused to the Renter due to the aforementioned reasons.

2. The Company shall not guarantee that e-mails and content sent from the website, server or domain, etc. do not contain computer virus or other malware, except the reasons attributable to the Company.

Article 42 Detailed Regulations

1. The Company may separately prescribe detailed regulations for these Terms and Conditions, and such detailed regulations shall have equivalent force and effect as these Terms and Conditions.

2. When detailed regulations have been prescribed separately, the Company shall display such regulations in the Company's sale offices as well as including them in pamphlets and price lists, etc. issued by the Company. The same shall apply when detailed regulations are changed.

Article 43 Agreement Jurisdictional Court

When a dispute about rights and obligations based on this General Conditions and a lease agreement arises, the Tokyo Summary Court or the Tokyo District Court shall be the exclusive agreement jurisdictional court of first instance depending on amount of object of suit unless otherwise agreed by both parties.

Special Conditions for Use of Plug-in Hybrid Vehicles and Electric Vehicles

1. A renter and a driver shall, in case a rent-a-car is a plug-in hybrid vehicle or electric vehicle (hereinafter collectively referred to as "Electric Vehicles, etc."), observe the instruction manual of vehicles designated by our Company separately and other detailed regulations regarding use of the said Electric Vehicles, etc., and chargers for Electric Vehicles, etc. (hereinafter referred to as "Chargers").

2. A renter and a driver shall consent beforehand that Electric Vehicles, etc., are not necessarily charged full at the time of rent, and in this case, a renter and a driver shall charge it at their expense, and the time required for the said charge shall be included in chargeable time.

3. In case the Charger is lost, damaged or stained for reasons attributable to a renter and a driver, a renter and a driver shall compensate for the damage caused to our Company.

4. Our Company shall not assume any responsibility for an accident, problem, or the like caused by reasons attributable to a renter and a driver, such as incorrect handling of Electric Vehicles, etc., or Chargers, or negligence.

5. A renter and a driver shall, in returning Electric Vehicles, etc., follow the stipulations in Article 32 and Article 34 of Lease Agreement of Times Car Rental and connect a charging cable of Chargers to charging equipment of Electric Vehicles, etc. In case a renter and a driver return Electric Vehicles, etc., without connecting the charging cable of Chargers to Electric Vehicles, etc., a renter and a driver shall compensate for expenses for coping with the issue, and damage in case of a problem with leases thereafter.

6. A renter and a driver shall comprehend that mileage varies depending on method of driving; driving situation; conditions of using equipment requiring electric charges, such as an air conditioner and car navigation system; and the charging of Electric Vehicles, etc., at the responsibility and expense of a renter and a driver.

7. Our Company shall not, in case Electric Cars, etc., become disabled due to undercharge, assume any responsibility, and a renter and a driver shall bear the tow truck fees and all expenses required to return it to the designated place to return.

Special Conditions regarding "PitGo" Service

1. This Special Conditions shall apply to users of the PitGo service out of renters based on the General Conditions.

2. The PitGo service (hereinafter referred to as the "Service") means the service on which members of the service register the driver's licenses of members in using the services (hereinafter referred to as the "Objective Services") out of the respective services operated by the respective companies of Park 24 Group (<http://www.park24.co.jp/company/group.html>) may follow the procedures for lease and return with the member card of the Objective Services in renting a rent-a-car of our Company.

3. In case a renter uses the Service, notwithstanding the stipulations in Article 7, paragraph (1), of the Lease Agreement, our Company shall confirm a

driver's license of a renter or a driver by our Company's requesting a renter or a driver to present a driver's license and submit a copy thereof, or our Company's confirmation of information pertaining to a driver's license of a renter or a driver registered in the Objective Services. The lease certificate stipulated in Article 9 of the Lease Agreement shall be issued on the Web.

4. In the case of use of the Service, a renter and a driver may, notwithstanding the stipulations in Article 32, paragraph (1), of the Lease Agreement, return a rent-a-car without attendance of our Company only in case our Company consents to it.

Supplementary Provision 1: These Terms and Conditions shall take effect from February 1, 2018.