Times CAR RENTAL Terms and Conditions

Chapter 1 – General Provisions

Article 1: Application of Agreement

1. TIMES MOBILITY CO., LTD. (hereinafter referred to as the "Company") shall provide a service (hereinafter “Service”) through which it rents out a vehicle (hereinafter referred to as “Rental Car”) to the Renter, and the Renter shall rent the Rental Car from the Company in accordance with the provisions in this Agreement. Matters not provided for in this Agreement shall be governed by relevant laws and regulations, and common practice.
2. The Company may make special provisions as long as they do not violate the purport of this Agreement, laws and regulations, administrative issuances, and common practice. If a special provision is made, such provision shall take precedence over this Agreement.
3. If the Renter has designated another Driver as described in Article 7, Paragraph 1, then the Renter shall ensure that the other Driver understands and complies with the provisions of this Agreement that concern the Driver.
4. The provisions of the Agreement in the Japanese language shall take precedence in the event of any conflict between this Agreement and the Agreement in Japanese.

Chapter 2 – Reservations

Article 2: Making a Reservation

1. Having consented to this Agreement, the separately prescribed price list, and other terms and conditions, the Renter may make a reservation, in accordance with the method separately provided by the Company, clearly specifying in advance the model or vehicle class, rental start date and time, rental location, rental period, return location, the name of the driver, requests for accessories such as toddler seats, and any other rental conditions (hereinafter referred to as “Rental Conditions”).
2. When the Renter has made a reservation, the Company shall offer the Rental Cars for rent in its possession. Upon reservation, the Company may request payment of a separately prescribed reservation fee, and the Renter shall pay the fee accordingly.

Article 3: Changes to Reservations

The Renter must obtain the consent of the Company prior to the rental start date and time for any changes to 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 the consent of the Company.
2. A reservation shall be deemed to have been cancelled when, due to the Renter’s circumstances, the procedure for concluding the Rental Car Rental Agreement (hereinafter referred to as “Rental Agreement”) has not been commenced within one (1) hour of the rental start time indicated in the reservation.
3. If the Renter has failed to pay the reservation fee specified in Article 2, Paragraph 2, by the deadline

specified by the Company, then the Company may cancel the reservation.

4. If a reservation has been cancelled by virtue of the preceding two paragraphs, the Renter shall pay the Company the reservation cancellation fee prescribed separately by the Company. If the reservation cancellation fee has been paid when a reservation fee had been paid, the Company shall reimburse the Renter the reservation fee.
5. The Company shall promptly inform the Renter when it is not possible to rent out the Rental Car reserved due to reasons attributable to the Company. In such a case, when it is not possible to rent out a different Rental Car of the same model or vehicle class (hereinafter referred to as “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 the Renter the reservation fee.
6. The Company shall promptly notify the Renter according to the method it determined in advance when it is not possible to rent out a Rental Car reserved by the Renter due to natural disasters, accidents, theft, vehicle malfunctions or defects, recalls, delayed return by other renters, malfunctions in telecommunications operations, such as landline phones, mobile phones, smartphones, or internet connections, malfunctions or bugs in the system used to run the Company's Rental Car operations, or other reasons that cannot be attributed to the Company, or when it objectively deems inappropriate to rent out a vehicle to the Renter. In such a case, when it is not possible to rent out a Substitute Rental Car, or when the Renter does not agree to rent a Substitute Rental Car, the reservation shall be deemed to have been canceled. If a reservation has been canceled, the Company shall reimburse the Renter the reservation fee received, and the Company shall not be liable for any damage incurred by the Renter due to the cancellation of such reservation.
7. If the Renter has agreed to rent a Substitute Rental Car in the cases mentioned in the preceding two paragraphs, the Company shall rent out a Substitute Rental Car under the same Rental Conditions set at the time of reservation, except for the model or vehicle class; provided, however, that when the rental fee for the Substitute Rental Car is lower than that of the model or vehicle class reserved, the rental fee for the model or vehicle class of the Substitute Rental Car shall apply.

Article 5: Lack of an Agreement

The Company and the Renter shall apply or handle matters in accordance with the provisions of the preceding article in the event that there is no agreement, including cancellation of reservations or failure to conclude a rental agreement.

Article 6: Reservation Agents

1. The Renter may make a reservation through a travel agency or an affiliated company (hereinafter referred to as “Agency”) that handles reservations on behalf of the Company.
2. A Renter who has made a reservation through an Agency by virtue of the preceding paragraph, notwithstanding the provisions in Article 3 and Article 4, can only makes changes to or cancel the reservation with the concerned Agency.

Times CAR RENTAL Terms and Conditions

Chapter 3 – Rental

Article 7: Concluding a Rental Agreement

1. Pursuant to the Basic Instructions Concerning Rental Vehicles (Passenger Car No. 138, June 13, 1995)issued by the competent authority, the Company is required to state the driver's name, address, type of driver’ s license, and driver’ s license number on the rental ledger (rent payment stub) and the rental certificate as provided for in paragraph 1 of Article 9, or affix a copy of the driver’s driving license; thus, when concluding the Rental Agreement, the Company shall request that the Renter present and submit a copy of the driver’s license of the Renter or the driver designated by the Renter (hereinafter referred to as “Driver”) with which the Renter and the Driver shall comply. The copy of the driver’s license and all other documents submitted by the Renter or the Driver at the time when the Rental Agreement is concluded shall not be returned to them by the Company for any reason.
2. When concluding the Rental Agreement, the Company may request that, in addition to the driver’s license, the Renter and the Driver present and submit a copy of other documents for identity verification purposes, with which the Renter and the Driver shall comply.
3. When concluding the Rental Agreement, the Company shall request to be notified of the mobile phone number and other numbers to contact the Renter and the Driver during the rental period, with which the Renter and the Driver shall comply.
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 the Rental Car is handed over to the Renter, with the Renter having paid rental fees to the Company after the Rental Conditions have been clearly stated, the Company having clearly stated the Rental Conditions from this Agreement, price list, etc., and the Company having judged that concluding the Rental Agreement is appropriate and in accordance with the checking and other provisions in paragraphs 1 to 4 of this Article.
6. When a reservation agreement is already in place with the Renter, the handover of the Rental Car shall take place at the rental location specified in paragraph 1 of Article 2 upon the commencement of the rental period prescribed in the same paragraph. The reservation fee received shall be appropriated to form part of the rental fee once the Rental Agreement has been concluded.
7. When a reservation agreement with the Renter is already in place and the Company has judged reasonably, based on the outcome of the checking prescribed in paragraphs 1 to 4 of this Article, that it is not appropriate to conclude the Rental Agreement for any of the reasons provided for in paragraph 1 of Article 8, or when the Renter has not complied with the checking and other provisions in paragraphs 1 to 4 of this Article, the cancellation of the reservation shall be deemed attributable to the Renter's circumstances. In such a case, the Renter shall pay the Company the reservation cancellation fee

pursuant to paragraph 4 of Article 4. However, this shall not apply in a case of applying the provisions of that paragraph for reasons that can be attributed to the Company, such as when the grounds for the Company's judgment were nonfactual.

Article 8: Refusal to Conclude a Rental Agreement

1. The Company may refuse to conclude the Rental Agreement when any of the following items applies to the Renter or the Driver:
   (1) When the driver's license necessary to drive the Rental Car has not been presented, or the Renter or the Driver does not possess a driver's license of the class, conditions, and other requirements specified by the Company;
   (2) When deemed to be under the influence of alcohol;
   (3) When deemed to be intoxicated by substances such as drugs, stimulants, and thinners;
   (4) When traveling with a child under the age of six without a toddler seat;
   (5) When he or she has been determined to be a member of or involved with a crime syndicate or organization affiliated with a crime syndicate, or a member of some other antisocial organization ("organized crime etc." hereinafter), or facts have been identified that show that he or she has cooperated or been involved in maintenance and management of a crime syndicate or organization affiliated with a crime syndicate or has interacted with organized crime etc;
   (6) When the Driver specified at the time of reservation differs from the Driver at the time of concluding the Rental Agreement;
   (7) When there is evidence of belated payment of debt to the Company in past rental transactions;
   (8) When any of the acts provided for in Article 22 were committed in past rental transactions;
   (9) When any of the acts provided for in paragraph 6 of Article 26 or paragraph 1 of Article 35 were committed in past rental transactions (including past transactions with other car rental companies);
   (10) When there is evidence that automobile insurance was not applied in past rental transactions due to a violation of the Times CAR RENTAL Terms and Conditions or insurance terms and conditions;
   (11) When Rental Conditions prescribed separately by the Company have not been fulfilled;
   (12) Violation of the terms and conditions or agreements concerning services provided by a PARK24 GROUP company (https://www.park24.co.jp/en/company/about/group.html); suspension or cancellation of user eligibility for use of such a service, which shall qualify as grounds for suspension or cancellation of user eligibility under such terms and conditions or agreements; or
   (13) When the Company reasonably deems the rental to be inappropriate.
2. In any of the cases provided for in the preceding paragraph, when a reservation agreement with the Renter is already in place, the cancellation of the reservation shall be deemed attributable to the Renter's circumstances, and the Renter shall pay the Company the reservation cancellation fee pursuant to paragraph 4 of Article 4. However, this shall not apply in a case of applying the provisions of that paragraph for reasons that can be attributed to the Company, such as when the grounds for the

Company's judgment were nonfactual.

Article 9: Issuance and Carrying of Rental Certificate, etc.

1. When handing over the Rental Car to the Renter, the Company shall issue the Renter or the Driver a rental certificate that indicates items prescribed by the Director of the relevant District Transport Bureau Branch (the Director of the Hyogo Land Transport Division of the Kobe District Transport Bureau in the case of Hyogo Prefecture, or the Director of the Land Transport Office of the Okinawa General Bureau in the case of Okinawa Prefecture; the same shall apply in paragraph 2 of Article 10) .
2. When using the Rental Car, the Renter or the Driver must have on hand the rental certificate received in accordance with the preceding paragraph.
3. The Renter or the Driver shall immediately notify the Company if the rental certificate has been lost.
4. The Renter or the Driver shall return to the Company the rental certificate and the Rental Car at the same time.

Article 10: Rental Fees

1. Rental fees shall refer to the total of the following fees. The Company shall clearly state in the price list the amount, basis for calculation, and other details of each fee.
   (1) Basic fee;
   (2) Insurance/compensation fee (Safety Package fee, non-operation charge, Super Safety Package fee, etc.);
   (3) Auxiliary fee (accessories/options);
   (4) One-way (drop-off) fee;
   (5) Refueling/recharging fee;
   (6) Mileage fee (based on the distance traveled during the rental period);
   (7) Car delivery/collection fee; and
   (8) Other fees.
2. The basic fee shall be the fee in force the Company has filed with the Director of the relevant District Transport Bureau Branch at the time of concluding the Rental Agreement.
3. If the Company revises the rental fees after a reservation has been established pursuant to Article 2, the applicable amount is the rental fees at the time of reservation or the rental fees at the time of concluding the Rental Agreement, whichever is lower.
4. In the event that, during the rental period, the Renter or the Driver uses a toll road, hourly parking, or other services provided by another company, the Renter or the Driver shall be responsible for settlement of the usage charges or other charges incurred from such use.
5. The Renter or the Driver shall be deemed to have consented to the following: if in the case described in the preceding paragraph the Renter or the Driver has used the ETC System and the company operating the toll road or a similar party (“expressway operating company etc.” hereinafter) has made an inquiry or other contact to the Company regarding the state of use of the toll road by the Renter or the Driver,

the Company may disclose to the expressway operating company etc. information concerning the user.

Article 11: Rental Fees Upon Changing the Rental Period

When the rental period has been changed pursuant to Article 18, the Renter shall pay rental fees corresponding to the new rental period; provided, however, that when a Rental Agreement is terminated midway through the rental period due to the Renter's circumstances, the Renter shall pay the termination fee provided for in paragraph 2 of Article 17 in addition to the rental fees corresponding to the period up to termination.

Article 12: Offsetting

When the Company bears monetary obligations to the Renter pursuant to this Agreement, the Company may, at any time, offset such monetary obligations with the rental fees and other monetary obligations the Renter bears to the Company, regardless of the due date of the Renter's monetary obligations.

Article 13: Cancellation of the Rental Agreement

If the Renter or the Driver has violated these Terms of Use while using the Rental Car or meets any of the descriptions enumerated under Article 8, Paragraph 1, then the Company may, with no notice or warning, release the Rental Agreement and immediately demand the return of the Rental Car and may process settlement as described below.

(1) If the Company already has received any rental fees, then it shall refund to the Renter the balance thereof remaining after deducting the rental fees corresponding to the period from the actual handing over of the Rental Car to the Renter to the release of the Rental Agreement.

(2) If the Renter has caused any damage to the Company as described in Article 24, Paragraphs 1 and 2, then the Company shall demand from the Renter compensation for such damage.

(3) In a case that does not meet the descriptions of the preceding subparagraph, the Company shall demand from the Renter payment of a termination fee as described in Article 17, Paragraph 2, pursuant to the provisions of Article 17.

(4) The Company may offset obligations under (1) and (2) or (3) pursuant to the provisions of the preceding article.

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 that existed prior to rental by the Renter.

Article 15: Early Termination of Rental Due to Force Majeure Events

1. The Rental Agreement shall be terminated when, during the rental period, the Rental Car can no longer be used due to natural disasters or other force majeure events, accidents not attributable to the Renter, theft, malfunctions, or other reasons which cannot be attributed to the Renter. In such a case, the Company shall exempt the Renter from the rental fees from the time when the Rental Car can no longer be used, in accordance with the price list prescribed separately by the Company.
2. When any of the circumstances provided for in the preceding paragraph has occurred, the Renter shall

immediately inform the Company thereof.

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

1. In the event that, during the rental period, the Rental Car can no longer be used due to an accident, malfunction, or other reasons attributable to the Renter or the Driver, the Renter or the Driver must immediately notify the Company of such occurrence. The Rental Agreement shall be terminated once the notification to the Company has been made.
2. In the event that, during the rental period, the Renter or the Driver parks on private property or other locations where parking is prohibited without permission, and the Company is required by the landowner, police, or other concerned parties to remove the Rental Car, the Company may remove or collect the Rental Car upon judging that it is difficult for the Renter or the Driver to immediately remove the Rental Car.
3. In the case provided for in the preceding paragraph, the Rental Agreement shall be terminated once the Company removes or recovers the Rental Car. The Company may claim from the Renter the expenses incurred, such as those required to locate and remove or recover the Rental Car.
4. In the event that the Rental Agreement is terminated pursuant to Paragraph 1 or Paragraph 2 of this article, the Company shall process settlement as described below in addition to demanding payment of the costs described in the preceding paragraph.
   (1) If the Company already has received any rental fees, then it shall refund to the Renter the balance thereof remaining after deducting the rental fees corresponding to the period from the actual handing over of the Rental Car to the Renter to the release of the Rental Agreement.
   (2) If the Renter has caused any damage to the Company as described in Article 24, Paragraphs 1 and 2, then the Company shall demand from the Renter compensation for such damage.
   (3) In a case that does not meet the descriptions of the preceding subparagraph, the Company shall demand from the Renter payment of a termination fee as described in Article 17, Paragraph 2, pursuant to the provisions of Article 17.
   (4) The Company may offset obligations under (1) and (2) or (3) pursuant to the provisions of Article 12.

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

1. The Renter may, during the period of use of the Rental Car, terminate the Rental Agreement after obtaining the consent of the Company and paying the termination fee prescribed in the next paragraph. In such a case, the Company shall deduct the rental fees for the period from rental until the return of the Rental Car from the rental fees received and reimburse the difference to the Renter.
2. When the Rental Agreement is terminated pursuant to the preceding paragraph, the Renter shall pay the Company the following termination fee.

[Termination Fee]

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

Provided, however, that such an appropriation shall be limited to the amount specified separately by the Company.

Article 18: Changes to Rental Conditions

The Renter must obtain prior approval from the Company when, after the establishment of the Rental Agreement, the Renter wishes to change the Rental Conditions set at the time of conclusion of the Rental Agreement. The Company shall not approve the changes if it would not be possible to rent out under such Rental Conditions.

Chapter 4 – Responsibilities

Article 19: Regular Inspections and Maintenance

1. The Company shall rent out a Rental Car that has undergone the regular inspections and maintenance provided for in Article 48 of the Road Transport Vehicle Act.
2. The Company shall take appropriate measures such as replacing parts when a Rental Car is discovered to be poorly maintained during the inspections provided for in the preceding paragraph or during the checking of the vehicle prior to rental.
3. When, upon conducting the inspections provided for in paragraph 1 or checking the vehicle prior to rental, the Company deems the use of the Rental Car to be difficult, the reservation agreement entered into by the Renter in accordance with paragraph 5 of Article 4 shall be canceled. In such a case, the Company shall endeavor to inform the Renter of another rental car to the extent feasible in light of the state of utilization of rental cars but shall not bear any other liability.

Article 20: Daily Inspections and Maintenance

1. The Renter shall, during the rental period, conduct the daily inspections and maintenance work prescribed in Article 47.2 of the Road Transport Vehicle Act on the Rental Car prior to use each day, including but not limited to visual and other inspections of the lamps in the lighting system, the brake system operation, and other components that should be inspected on a daily basis.
2. The Renter shall promptly inform the Company and follow the instructions provided in the event that abnormalities are discovered in the Rental Car upon conducting daily inspections and maintenance work.

Article 21: Maintenance Responsibility

1. The Renter is obligated to exercise due diligence in the use and care of the Rental Car.
2. The maintenance responsibility referred to in the preceding paragraph shall begin upon the establishment of the Rental Agreement and shall cease upon the termination of the same Agreement.
3. When the Renter fails to exercise the due diligence prescribed in paragraph 1 and the Rental Car has been scratched, defaced, destroyed, or damaged, he/she must immediately inform the Company thereof.

Article 22: Prohibited Acts

1. The Renter and the Driver shall not engage in the following acts during the rental period:

(1) Using the Rental Car for the purpose of vehicle transportation business or for other similar purposes, without obtaining the consent of the Company and the permit required by the Road Transportation Act;

(2) Allowing the use of or sub-renting the Rental Car to a party other than the Driver stated in the rental certificate prescribed in paragraph 1 of Article 7 and persons approved by the Company; performing acts which infringe on the Company's rights such as pledging the Rental Car as collateral to a third party, and all other acts which impede the Company's operations;

(3) Counterfeiting or defacing the Rental Car's registration number plate or license plate, or changing the original state of the Rental Car such as modifying or remodeling the Rental Car;

(4) Using the Rental Car in any kind of test or competition or using it to tow or support other vehicles without obtaining the consent of the Company;

(5) Using the Rental Car in violation of laws and regulations, or public order and morals;

(6) Enrolling in an insurance against loss for the Rental Car without obtaining the consent of the Company;

(7) Taking the Rental Car out of Japan;

(8) Illegally parking the Rental Car;

(9) Engaging in acts that cause significant problems for other users or third parties, such as smoking inside the Rental Car, leaving items in the Rental Car, or defacing the Rental Car;

(10) When a pet has been carried in the vehicle without the Company's permission; and

(11) When kerosene, gasoline, or other hazardous materials, or articles that could be dangerous or harmful to the health of the Company or other users, such as radioactive materials or infectious disease samples, have been loaded onto the vehicle without the Company's permission.

(12) Reckless driving (including but not limited to erratic driving, sudden acceleration, and unnecessary sudden stopping and not necessarily in violation of traffic laws), improper parking (whether on public or private land), and other acts causing impediments to the safety of traffic or the surrounding environment.

(13) Making unreasonable demands or employing socially unacceptable speech or behavior vis-a-vis the Company (including but not limited to acts directed against the Company or its employees; violence, injury, intimidation, slander, libel, insult, verbal abuse, or invasion of privacy; excessive demands without good reason; and time wasting through persistent complaints)

(14) In addition to the acts above, other acts markedly inconveniencing the Company or impeding its business

2. If it reasonably has determined that the Renter or the Driver has committed an act meeting the descriptions under Subparagraph 13 or 14 of the preceding paragraph, the Company may refuse to respond to any communications, whether made in person, by telephone, by email, in writing, or by other means.

Article 23: Refusal of Provided Drivers

Unless permitted by law, the Renter may not accept the services of a driver provided by the Company together with the rental of the vehicle (including referral and mediation services of drivers).

Article 24: Liability for Compensation

1. When the Rental Car cannot be used by the Company due to an accident, breakdown, or other grounds attributable to the Renter or the Driver during the rental period, the Renter shall pay the Company the fees separately prescribed by the Company as compensation for business interruption for the period the Rental Car cannot be used or the repair period.
2. In addition to those provided for in the preceding paragraph, the Renter shall assume liability for compensation for damages if the Renter commits acts in violation of the articles, rules, and special provisions under this Agreement, the detailed regulations stipulated in Article 43, and other terms and conditions. The Renter shall also be liable for compensation for damages when a third party or the Company has suffered damages following use of the Rental Car due to reasons attributable to the Renter.
3. Notwithstanding the other provisions of this Agreement, when damage has been incurred to the Renter for reasons attributable to the Company in connection with the Rental Agreement (unless due to intent or gross misconduct on the part of the Company), the Company shall be responsible for compensation resulting from breach of contract or torts, up to an amount equivalent to the rental fees in such Rental Agreement, limited to actual damages incurred under normal conditions. The Company shall not be liable for compensation for damages incurred because of exceptional circumstances or for loss of profits.

Article 25: Compensation

1. The Company shall pay the Renter, within the following limits, the compensation for damages borne by the Renter for a vehicle-related accident during use as provided for in paragraph 2 of the preceding Article in accordance with the insurance agreement concluded with regard to the Rental Car and the compensation system prescribed by the Company.
   (1) Bodily Injury Compensation: No limit - One person (including compulsory automobile liability insurance)
   (2) Property Damage Compensation: No limit - One accident Deductible: JPY 50,000
   (3) Vehicle Damage Compensation: Market value - one accident Deductible for minibuses, regular cargo trucks, or special-use vehicles: JPY 100,000, Deductible for other vehicles: JPY 50,000
   (4) Personal Injury Compensation: Up to JPY 30 million per person. The cost of bodily injury (including physical impairment) or death of passenger caused by an accident shall be compensated regardless of the degree of the driver's responsibility for the accident. Damage amounts shall be calculated based on the insurance policy.
2. Insurance benefits or compensation prescribed in paragraph 1 shall not be paid if exclusions in the insurance contract or the compensation system apply.

3. The insurance or compensation stipulated in paragraph 1 shall not be paid if the Renter or the Driver violates the detailed regulations stipulated in Article 43 of this Agreement or other terms and conditions or rules applied to the Rental Agreement.
4. The Renter and the Driver shall be responsible for damages not compensated for by the insurance benefit or compensation, and for damages exceeding the amount of insurance benefit or compensation paid in accordance with the provisions of paragraph 1; provided, however, that the Renter and the Driver shall be responsible for the damage exceeding the limit prescribed in special provisions, in the event that the limit provided for in paragraph 1 is changed under special provisions at the time of the conclusion of the Rental Agreement.
5. Unless otherwise there are special provisions, the Renter and the Driver shall be responsible for damages equivalent to the deductible amount of the insurance benefit or compensation provided for in item 2 or 3 of paragraph 1.

Article 26: Measures in Case of Parking Violations, etc.

1. If the Renter or the Driver has committed a parking violation under the Road Traffic Act with respect to the Rental Car during the rental period, the Renter shall go to the police station that has jurisdiction over the area in which the parking violation took place (hereinafter referred to as “Jurisdictional Police Station”), immediately pay the fine for the parking violation, and be responsible for various expenses related to the parking violation, such as those for removing, storing, and picking up the Rental Car.
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 or the Driver and promptly have the Rental Car brought to the location it specifies, and provide instructions for carrying out administrative procedures, such as appearing at the Jurisdictional Police Station not later than the time of returning the Rental Car or the time indicated by the Company and paying the fine for the violation. Furthermore, at the same time, the Company shall request the Renter or the Driver to sign a document (hereinafter referred to as “Acknowledgement Letter”) prescribed by the Company in which the Renter or the Driver attests to having appeared at a police station, the fact of a parking violation and compliance with legal measures as an offender with which the Renter or the Driver shall comply. If the Renter or the Driver does not pay the fine for the parking violation or the various expenses provided for in Paragraph 1 of this Article, the Company may not accept return of the Rental Car, even during the rental period, until the Renter completes the payment of the fine.
3. In the case provided for in the preceding paragraph, if the Rental Car is returned after the lapse of the rental period, the Renter shall pay separate usage fees for the excess period.
4. If reasonably deemed necessary by the Company, the Company may submit to the police and the Public Safety Commission the Acknowledgement Letter and Rental Conditions, information of the Renter or the Driver registered with the Company, and documentation, such as data containing information, such as the license plate number of the Rental Car rented to the Renter, to which the Renter and the Driver

shall consent in advance.

5. If the Company receives a notice of parking violation from the police or a municipal public safety commission, the Company may claim payment of a deposit equivalent to the Expenses Related to the Parking Violation defined in the following paragraph from the Renter. When the Renter pays the deposit and also pays the fine for the parking violation before the Company pays an abandonment fine provided for in the following paragraph, the Company shall reimburse the Renter for the deposit less various costs relevant to the parking violation.
6. If the Company receives an order to pay the abandonment fine provided for in Paragraph 4 of Article 51-4 of the Road Traffic Act and the Company remits such payment, or if the Company incurs expenses required to locate the Renter or the Driver or remove, store, or pick up the Rental Car, or if the Company is restricted from using (prohibited from driving) cars by the municipal public safety commission, the Company may demand the amount stated below from the Renter (hereinafter referred to as “Expenses Related to the Parking Violation”). In such a case, the Renter shall pay the Expenses Related to the Parking Violation by the deadline specified by the Company.
   (1) Amount equivalent to the abandonment parking fine;
   (2) Parking violation penalty fee prescribed separately by the Company;
   (3) Expenses required to locate, remove, store, or pick up the vehicle; and
   (4) Compensation for loss of business operation due to restriction on using (prohibition of driving) cars specified separately by us.
7. When the Company has received an order to pay the abandonment parking fines provided for in the preceding paragraph, or when the Renter does not pay the amount specified in the same paragraph in full by the deadline specified by the Company, the Company shall take measures such as registering the name, address, driver’s license number, and other information of the Renter in the All Japan Rent-a-Car Association information management system (hereinafter referred to as “All Japan Rent-a-Car Association System”).
8. If the Renter needs to pay the fine and other fees for the parking violation in accordance with the provisions of paragraph 1, and the Renter does not comply with the Company's instructions to perform the procedures for 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 a parking violation fee in an amount prescribed separately (hereinafter referred to as “Parking Violation Fee”) and appropriate such fee to the abandonment parking fine prescribed in paragraph 6 and the parking violation penalty fee.
9. Notwithstanding the provisions of paragraph 7, once the Company has received from the Renter the Parking Violation Fee and the full amount of the expenses provided for in item 3 of paragraph 6, the Company shall delete all data registered in the All Japan Rent-a-Car Association System provided for in paragraph 7.

10. If the Renter has paid the Company the amount demanded by the Company pursuant to paragraph 6, and when the order to pay the abandonment parking penalty fee has been revoked due to the Renter paying the fine for the parking violation or a public action that has been filed against the Renter, and the Company receives a refund of the parking violation fine, the Company shall refund to the Renter only the amount equivalent to the parking violation fine from the Expenses Related to the Parking Violation which have already been paid to the Company. The same shall apply if the Company has received the Parking Violation Fee from the Renter pursuant to paragraph 8.
11. If information has been registered in the All Japan Rent-a-Car Association System in accordance with the provisions of paragraph 7, the Company shall delete the data registered in the System when the order to pay the abandonment parking penalty fee has been revoked due to the fine having been paid, etc., or when the amount demanded by the Company in accordance with the provisions of paragraph 6 has been paid to the Company in full.
12. When the Company incurs losses from a problem or accident due to illegal parking of the Rental Car (including repair costs and towing fees in case the illegally parked Rental Car has been damaged), the Renter shall be liable for compensation therefrom.

Chapter 5 – Measures for Accidents and Theft

Article 27: Handling of Accidents

1. When an accident involving the Rental Car occurs during the rental period, the Renter shall take measures provided for in laws and regulations and shall handle the situation in accordance with the provisions 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; and
   (4) Do not carry out repairs; the Rental Car shall be repaired by the Company.
2. In addition to those provided for in the preceding paragraph, the Renter shall endeavor to resolve the accident on their own responsibility.
3. The Company shall provide the Renter advice on handling the accident involving the Rental Car and shall cooperate to resolve the situation.
4. Notwithstanding the provisions in item (4) of paragraph 1, if the Rental Car is equipped with a puncture repair kit or a spare tire, the Renter and the Driver may repair the flat tire themselves with the same. However, the Company shall not be liable for any damage caused to the Renter or the Driver by their repairs using the puncture repair kit or spare tire for reasons not attributable to the Company.

Article 28: Theft

When the Rental Car has been stolen during the rental period, 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; and

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

Article 29: Measures for Malfunctions, etc.

1. When any abnormalities or defects are discovered in the Rental Car during the rental period, the Renter shall immediately stop using it, inform the Company, and follow the Company's instructions.
2. When the abnormality or defect of the Rental Car is due to reasons attributable to the Renter, the Renter shall be liable for the expenses required to pick up and repair the Rental Car. In such a 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 period, which was specified at the time of reservation of the Rental Car, up to the time of informing the Company.
3. If the Rental Car cannot be used due to defects that existed prior to rental, the Company shall not demand rental fees.
4. If the Rental Car can no longer be used because of malfunctions that have arisen despite the Company conducting regular inspections and maintenance work prescribed in Article 19, the Renter shall not hold the Company liable for any damages incurred as a result of such malfunctions, except for reasons that can be attributed to the Company.

Article 30: Exemptions Due to Force Majeure Events

1. If the Renter is unable to return the Rental Car by the end of the rental period due to natural disasters, accidents, theft, or other force majeure events which cannot be attributed to the Renter, the Company shall not hold the Renter liable for any damages incurred as a result thereof. In such a case, the Renter shall immediately inform the Company and follow the Company's instructions.
2. If the Company is unable to rent out a Rental Car because of natural disasters, accidents, theft, vehicle malfunctions or defects; delayed return by other renters; malfunctions in telecommunications operation of landline phones, mobile phones, smartphones, or internet connections; malfunctions or bugs in the system used to run the Company's Rental Car operations; or other reasons that cannot be attributed to the Company, the Company shall not be liable for compensation for damages suffered by the Renter as a result thereof.

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 period.

2. When the Renter or the Driver has violated the preceding paragraph, the Renter shall pay compensation for all damages incurred by the Company, in addition to paying the surcharge prescribed in the following paragraph.
3. When the return time specified at the time of concluding the Rental Agreement has passed, the Renter shall pay the 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 period.

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 of commencement of the rental to the location specified in the Rental Agreement in the presence of the Company. Except in cases of deterioration due to normal daily use, the Renter shall be liable for the expenses required to restore the Rental Car to the same condition as at the time of commencement of the rental if the Rental Car has been defaced, damaged, fixtures have been lost, or offensive smells remain (as a result of smoking or other possible causes), etc. for reasons attributable to the Renter or the Driver.
2. In addition to those provided for in the preceding paragraph, when returning the Rental Car, the Renter shall promptly inform the Company of any abnormalities discovered in the Rental Car.
3. When returning the Rental Car, the Renter shall, at his/her own responsibility, confirm that there are no items left behind (hereinafter referred to as “Items Left Behind”) in the Rental Car that belong to the Renter or passengers.
4. If there are any outstanding rental or other fees, the Renter must complete its payment by the time the Rental Car is returned.
5. In addition to those provided for in the preceding paragraph, when the Rental Car is returned and the tank is not filled with fuel such as gasoline or diesel (in other words, does not have a “ full tank”), the Renter shall immediately pay the Company a refueling fee calculated according to the conversion table prescribed by the Company in accordance with the distance traveled.

Article 33: Handling of Items Left Behind

1. The Renter shall be responsible for confirming that there are no Items Left Behind in the Rental Car when returning the Rental Car.
2. The Company shall not be obligated to check for any Items Left Behind in the Rental Car, the Renter shall assume responsibility for damages incurred by the Renter, passengers, or other third parties as a result of Items Left Behind.
3. When Items Left Behind are recovered from the Rental Car, the Company shall handle the items in accordance with the following items; provided, however, that Items Left Behind that have no property value and are difficult to store on a continuous basis may be disposed of immediately and not in accordance with the following items.
   (1) Items Left Behind that have no property value or items that are in danger of spoiling, are dangerous, or are difficult to store on a continuous basis shall be stored for three (3) days, including the day the

items have been recovered, and shall be disposed of if their owner does not apply to collect them during such period. Provided, however, that Items Left Behind that are difficult or dangerous to store for three (3) days (including but not limited to batteries that may explode or self-ignite) may be disposed of immediately.

(2) Driver's licenses, passports, credit cards (including ETC cards; the same shall apply hereinafter), coins, banknotes, documentary stamps, postage stamps, securities, tradable coupons, precious metals, mobile phones, and precious stones shall be formally handed over as lost property to the police station with jurisdiction; provided, however, that when they are not accepted by the police, the items shall be stored for three (3) months from the day the items have been recovered; and if the name and address of the owner are identified during such period, then such owner (issuing company in the case of credit cards) shall be notified to collect the items. Such items shall be disposed of when, during the three (3) months from the day on which the items have been recovered, the name and address of the owner are not identified or the owner has not applied to collect the items.

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

(4) Items Left Behind that 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.

4. When returning Items Left Behind to the Renter, the Company shall hand over the Items Left Behind to the Renter at the location specified by the Company or send by post such items to the Renter by cash on delivery.

Article 34: Return Location, etc.

1. When the Renter or the Driver has changed the return location specified in accordance with Article 18, the Renter shall bear the expenses required to transfer the Rental Car 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 consent of the Company in accordance with Article 18, the Renter shall pay the return location change penalty fee prescribed below.

[Return Location Change Penalty Fee]

Amount equivalent to the actual cost and damage incurred by the Company, including the costs necessary to transfer the Rental Car 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 after the expiration of the rental period and does not respond to the Company's demands for its return, or when the Rental Car is considered to have 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 taking measures such as reporting the matter of the stolen vehicle to the All Japan Rent-a-Car Association, shall report the damage caused by the unreturned vehicle to the All Japan Rent-a-Car Association and take measures such as

registration of details in the All Japan Rent-a-Car Association System, etc.

2. In the case of the preceding paragraph, the Company shall locate the Rental Car using all available methods.
3. In the case of paragraph 1 of this Article, the Renter shall bear the expenses required to recover the Rental Car and to locate the Renter, in addition to being liable for compensation for damages suffered by the Company in accordance with the provisions of Article 24.

Chapter 7 – Miscellaneous Provisions

Article 36: Handling of User Information

1. Party collecting personal information: TIMES MOBILITY CO., Ltd.
2. Party responsible for management of personal information: PARK24 GROUP Privacy Committee (Secretariat)

   <Contact> E-mail: kojinjoho@park24.co.jp
3. The Company shall use the Renter's or the Driver's personal information acquired from the Renter and information obtained from use of the Service by the Renter or the Driver (including various information specified in Articles 37 and 38, and hereinafter referred to as "Usage Information," and personal information and Usage Information are hereinafter collectively referred to as "User Information") for the purposes provided in the following items.

   (1) For examination when concluding the Rental Agreement, identification, automatic indication in displays of various applications, provision of reservation and rental services, issuance of rental certificate, settlement of rental fees, record management of vehicle rentals, grant of benefits, and implementation of other transactions (However, when a joint user handles information on the Renter or the Driver for the joint use of information as described in in Paragraph 8, this refers to use within the scope necessary for the content of the contract with the Renter or the Driver and execution thereof);

   (2) For verification and judgment of membership qualification for the services offered by the PARK24 GROUP and provision propriety of other services;

   (3) For advertising products, services, privileges, and other information handled by the PARK24 GROUP and its business partners (direct mail, mail magazines, customer support, etc.);

   (4) For marketing activities for the products and services handled by the PARK24 GROUP and its business partners (questionnaire surveys, promotions, sending of presents, purchase analysis, etc.); and

   (5) For the execution of other work incidental or relating to the above.
4. The Company shall not provide User Information to any third party, except in the following cases, or when it has obtained the consent of the individual concerned or as authorized by laws or regulations:

   (1) Purposes of provision to third parties

   To provide information on relevant users to expressway operating companies in the cases described

in paragraph 5 of Article 10.

(2) Items of personal information provided

Name, address, telephone number, and other information requested by expressway operating companies for the purposes described in the preceding paragraph

(3) Means or method of provision

By post, by fax, orally (by telephone), provision of digital data

(4) Recipients of provision of subject information

Expressway operating companies of facilities used by the Renter or Driver

5. The Company may entrust the User Information it possesses or has collected to third parties within the extent of the purposes of use in Paragraph 3 after implementing the appropriate protective measures. When entrusting the handling of User Information, the Company shall choose appropriate subcontractors and implement the necessary and appropriate supervisory measures.
6. When the Company has received, from the individual concerned or that individual's agent, a request for (1) notification of the purposes of use, (2) disclosure, (3) correction, (4) addition, (5) partial deletion, (6) suspension of use, (7) full deletion, (8) suspension of provision to third parties, or (9) disclosure of records of provision to third parties regarding the personal data it holds, the Company shall respond in accordance with the guidelines described under the [Procedures for Requesting Disclosure of Personal Information and Other Procedures]

<Address inquiries to> PARK24 GROUP, attn.: Privacy; E-mail:kojinjoho@park24.co.jp

7. The provision of personal information requested by the Company is optional. However, it might not be possible to use all or any of the services the Company provides if personal information is not provided.
8. The Company may engage in the joint use of User Information provided to it. See the Privacy Policy and the policy for the Handling of Personal Information (hereinafter referred to collectively as the "Privacy Policy") published on the Company's website (https://www.timesmobi.co.jp/) for information concerning joint use.
9. The Company may handle user information by providing it to and sharing it with franchisees who have entered into franchise agreements with the Company. However, such franchisees may handle user information within the scope necessary to achieve the purposes of use under Paragraph 3 only when the Renter or the Driver receives provision of a service related to these Terms of Use.
10. The Company may handle user information by providing it to and sharing it with its partners in Japan and overseas (only when an application for a rental car reservation has been made via such partners). However, such partners may handle user information within the scope necessary to achieve the purposes of use under Paragraph 3 (1) and (2) only when the Renter or the Driver receives provision of a service related to these Terms of Use.
11. If any of the following items apply, the Renter or the Driver shall agree that personal information, including the name, date of birth, driver’s license number, and other information of the Renter or the

Driver shall be registered for a period not exceeding seven (7) years in the All Japan Rent-a-Car Association System, and that such personal information shall be used in investigations by the All Japan Rent-a-Car Association and its various affiliated regional car rental associations, as well as car rental operators who are members of such associations, when entering into rental agreements. When the Company has been ordered to pay the abandonment fine provided in Article 51-4 (4) of the Road Traffic Act.

(1) When the full amount of expenses for parking violations provided for in paragraph 6 of Article 26 has not been paid to the Company.

(2) When the vehicle is deemed to be unreturned as provided for in paragraph 1 of Article 35.

12. Information (hereinafter referred to as "User Information") acquired through the Renter's use of the Company's services, including the information indicated below, may be used continuously by the Company or provided to the parties below for the following purposes. In providing User information, the Company shall implement data anonymization so that specific individuals cannot be identified from the User Information.

(1) Primary Usage Information

Rental information (vehicle model, date and time, station, mileage, fees, bonuses, promotions, compensation package, options, liabilities from accidents, etc.), information on reservations (method, date and time, changes, cancellations, etc.), Rental Car's GPS device, dashcam, other recorded information of devices installed in the vehicle,etc.

(2) Purpose of use

To improve and enhance the Company’s services, as well as the products and services offered by the PARK24 GROUP and its business partners To consider and implement new services of the PARK24 GROUP and its business partners, as well as to establish and maintain infrastructure, and to organize and implement safety management

(3) Receiving parties

PARK24 GROUP, PARK24 GROUP business partners, research institution

(4) Means of provision

Sending or transmission by written, electromagnetic, or verbal communication methods (including telephones)

13. In addition to those provided for in this article, the Company’s initiatives for protecting personal information shall be as stipulated in the Privacy Policy published on the Company’s website(https://www.timesmobi.co.jp/). The provisions of the Privacy Policy shall take precedence in the event of any conflict or inconsistency between this Agreement and the Privacy Policy.

Privacy Policy

Handling of Personal Information

14. In addition to the provisions set forth in this article, in Articles 37, 38, and 42, additional purposes of use, retention period, and other matters for handling of the Usage Information by In-vehicle Equipment, dash cam, automobile manufacturer, or other means shall be stipulated. Provisions of each article shall apply in addition to the provisions of this article (provided, however, that Article 42 shall apply only to the information received by the Company and linked with User Information).

Article 37: The Company's handling of information recorded by In-vehicle Equipment

1. The Renter and the Driver shall unconditionally agree that when the Rental Car is equipped with a global positioning system or other in-vehicle equipment (hereinafter referred to as "In-vehicle Equipment"), usage information (information concerning the status of the Rental Car, such as real-time position, routes traveled, time of use, mileage, acceleration/deceleration, and maximin speed, as well as impact detection and control information) is recorded in the system designated by the Company, and that the Company shall use such records (including the personal information of the renter and driver) in the following cases.
   (1) To confirm whether the Rental Car has been returned to the designated place at the end of the Rental Agreement.
   (2) To check on the Rental Car's status for purposes of operating the Company's Service or ensuring the safety of the Renter or the Driver as judged necessary in cases such as when a serious impact on the Rental Car has been detected
   (3) To provide information to the Renter concerning such matters as acceleration/deceleration and the maximin speed of the Rental Car, to raise awareness of safe driving by the Renter
   (4) Cases falling under paragraph 1 of Article 35 and cases where the Company judges that it needs to determine usage information from In-vehicle Equipment in order to take responsibility for the Rental Car, Rental Agreement
2. Information recorded by In-vehicle Equipment may be disclosed to third parties when it is deemed necessary to provide such relevant parties (people involved in an accident or other problems, insurance company, franchisee, etc.) with the information to resolve an accident or other problems involving our services or the rented vehicle.
3. Information recorded by In-vehicle Equipment shall be saved for a certain period of time (roughly seven years after it was obtained) and then promptly deleted after the end of that period.

Article 38: Dash Cam

1. The Renter and the Driver shall unconditionally agree that when the Rental Car is equipped with a dash cam, the driving conditions of the Renter or the Driver are recorded, and that the Company shall use such records (including personal information received from the Renter or the Driver) in the following case.
   (1) Cases where the Company judges that it needs to determine the driving conditions of the Renter or the Driver in order to take responsibility for the Rental Car and the Lease Agreement; and

2. Information recorded with the dash cam may be disclosed to third parties when it is deemed necessary to provide such relevant parties (people involved in an accident or other problems, insurance company, franchisee, etc.) with the information to resolve an accident or other problems involving our services or the rented vehicle.
3. Information recorded with the dashcam shall be saved for a certain period of time (roughly one week after it was obtained) and then promptly deleted after the end of that period.

Article 39: Late Payment Charges

1. In the event that rental fees or other monetary obligations are not paid when the payment due date has already passed, the Renter shall immediately pay the rental fees and other unpaid amounts together with a late payment charge 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.
2. The Renter shall bear all transfer fees and other costs necessary for payment under the preceding paragraph.

Article 40: Rental Suspension

1. The Company shall reserve the right to temporarily suspend the rental without any prior notification to the Renter for the following reasons:
   （1） Emergency maintenance of the Rental Car, communication network, system, software programs, and other items relating to the rental;
   （2） Fire, power outage, natural disasters such as earthquake, volcanic eruption, flood, tsunami, or telecommunication problems or system errors;
   （3） Warfare, disturbances, riots, civil commotions or strikes;
   （4） System overload or when the Company judges that a security vulnerability exists; or
   （5）When the Company deems that the temporary suspension of the rental is necessary for other operational and technical reasons.
2. The Renter shall consent to the fact that delay or suspension of the rental may occur for the aforementioned reasons prior to commencing use of the Service.

Article 41: Change of Communication Network, System, Software, and Other Items, and Exemption from Liability

1. The Company shall reserve the right to fix, update, or suspend the operations of the communication network, system, software, and other items relating to the rental, at its discretion, without giving notification or obtaining the consent of the Renter.
2. The Company shall not guarantee that emails and contents sent from the website, server, domain, and similar sources do not contain computer virus or other malware, except in cases attributable to the Company.
3. The Company makes no guarantee regarding the precision, accuracy, completeness, or operation of GPS systems installed in rental cars.

Article 42: Handling of usage information by the automobile manufacturer or others

1. The Renter or the driver shall accept without objection that manufacturers or others may acquire usage information on cars as specified below since some of our Rental Cars are equipped with In-vehicle Equipment of automobile manufacturers, automobile retail companies, or business associates of automobile manufacturers (hereinafter collectively "Automobile Manufacturers").

   (1) Primary usage information

   Information on hours, mileage, and speed of driving, conditions, and location of cars, as well as information on the status of the Rental Car, such as impact detection and control information

   (2) Purpose of use

   Purposes of use of information shall comply with those prescribed by the Automobile Manufacturers, including purposes to confirm situations in the event of emergency, develop merchandise to be provided by Automobile Manufacturers, control safety, or improve services

   (3) Acquirer and responsible person of usage information under this article

   Automobile Manufacturers

   (4) Retention period

   Retention period shall comply with the period prescribed by the Automobile Manufacturers.

2. In the following cases, the Company may be provided by the car's manufacturer or other parties with usage information obtained by such parties from In-vehicle Devices and may use or provide third parties with such information linked to User Information in the Company's possession. In this case, the Company shall handle the information in accordance with the provisions of each paragraph of Article 36.

   (1) As judged necessary to provide such relevant parties (people involved in an accident or other problems, insurance company, franchisee, etc.) with the information to resolve accidents, problems, or other issues concerning the Service and the Rental Car.

   (2) For use within the extent necessary to provide the Service

3. Usage information received as described in the preceding paragraph shall be saved for a certain period of time (roughly seven years after it was obtained) and then promptly deleted after the end of that period.

Article 43: Detailed Regulations

1. The Company may separately prescribe detailed regulations for this Agreement, and such detailed regulations shall have the same force and effect as this Agreement.
2. When detailed regulations have been prescribed separately, the Company shall display such regulations on its website(https://rental.timescar.jp/), price lists, and other materials. The same shall apply when detailed regulations are changed.

Article 44: Amendment of Terms & Conditions

1. The Company may modify this Agreement and other Terms & Conditions without the prior consent of the Renter by the methods provided for in the following paragraph.

2. Modification of this Agreement and other Terms & Conditions shall be made by posting the modifications on our homepage set forth in Paragraph 2 of Article 43 or by notifying the Renter in the appropriate way in light of the modifications.
3. Modification of this Agreement and other Terms & Conditions made pursuant to the preceding paragraph shall become effective on the effective date posted on our homepage or specified in the appropriate way of notice mentioned in the preceding paragraph.

Article 45: Granting of Power of Attorney

1. The Company may grant the power of attorney to the Renter in cases in which, during use of the Service, the Renter needs to purchase products sold by other companies or to use services provided by other companies pursuant to sales contracts, usage contracts, etc. concluded by the Company.
2. When the Company grants the power of attorney to the Renter, the scope of such power of attorney shall be as stipulated in this Agreement or on the website described in Paragraph 2 of Article 43. The Renter may act on the Company's behalf within the scope of the power of attorney granted to the Renter.
3. The Renter shall be liable for compensation for any damage suffered by the Company or another party due to misuse of the power of attorney, or acts deviating from the scope of the power of attorney specified by the Company, by the Renter.

Article 46: Financial Obligations of the Company

1. If the Company bears any financial obligations to the Renter, then it shall fulfill them through the method of funds transfer to the financial institution account specified by the Renter, except as agreed otherwise.
2. If the obligations described in the preceding paragraph were caused by intentional acts or negligence on the part of the Renter, then the Renter shall bear the cost of the funds transfer charges.

Article 47: Court of Competent Jurisdiction

When a dispute concerning rights and obligations based on this Agreement and the Rental Agreement arises, the court of first instance with exclusive competent jurisdiction shall be the Tokyo Summary Court or the Tokyo District Court, depending on the amount being claimed, unless otherwise agreed by both parties.

Chapter 8 – Special Provisions for Rental of Plug-in Hybrid Vehicles and Electric Vehicles

Article 48: Use of Electric Vehicles

1. If the Rental Car is a plug-in hybrid vehicle or electric vehicle (hereinafter collectively referred to as “Electric Vehicles”), the Renter and the Driver shall follow the vehicle’s user manual and other detailed regulations regarding use of the said Electric Vehicles and their chargers (hereinafter referred to as “Chargers”), which are prescribed separately by the Company.
2. The Renter and the Driver shall agree beforehand that the Electric Vehicle is not necessarily fully charged at the time of rental; and the Renter and the Driver shall charge it through a method specified by the Company in such a case and as necessary during the rental, and the time required for charging

shall be included in the chargeable time.

3. If the Charger has been lost, damaged, or stained for reasons attributable to the Renter or the Driver, the Renter and the Driver shall compensate for the damage caused to the Company.
4. The Renter or the Driver company shall assume responsibility for accidents, problems, and other issues for reasons attributable to the Renter or the Driver, such as incorrect handling of the Electric Vehicle or Charger or negligence.
5. When returning the Electric Vehicle, the Renter and the Driver shall follow the provisions in Article 32 and Article 34 and return it through the method specified by the Company. If the Renter or the Driver returns the Electric Vehicle through a method other than as specified by the Company, the Renter and the Driver shall be pay for the required fees and damages in case a subsequent rental problem occurs.
6. The Renter and the Driver shall be aware in advance that mileage varies depending on the method of driving, driving conditions, and the use of equipment that requires electric power, such as the air conditioner and the car navigation system.
7. If, during use, the Electric Vehicle cannot be used because of an undercharge, the Renter shall be held liable, and the Renter and the Driver shall bear the towing fees and all expenses required to return the Electric Vehicle to the designated place.

Special Provisions for the ピッと Go Service

1. The Special Provisions herein shall apply to users of the ピッと Go service who are renters based on this Agreement.
2. The ピッと Go service (hereinafter referred to as "ピッと Go") refers to the service where the driver's license of a member is registered upon using a service (hereinafter referred to as the "Target Service") among the respective services operated by the companies of the PARK24 GROUP. (https://www.park24.co.jp/en/company/about/group.html). It allows members to carry out the procedures for rental and return of a Rental Car of the Company using the Target Service membership pass.
3. In case the Renter uses the ピッと Go, notwithstanding the provisions in paragraph 1 of Article 7, the Company shall check the driver's license of the Renter or the Driver by requesting that the Renter or the Driver present their driver's license and submit a copy thereof, or by verifying the information pertaining to the driver's license of the Renter or the Driver as registered in the Target Service. The rental certificate stipulated in Article 9 shall be issued online.
4. When using the ピッと Go, the Renter and the Driver may, notwithstanding the provisions in paragraph 1 of Article 32, return the Rental Car even without the presence of our Company, provided that the Company has given its consent.

Supplementary Provision: This Agreement shall take effect starting April 1, 2026.