

# Times CAR RENTAL Terms and Conditions

This Agreement shall take effect starting October 10th, 2018.

## Chapter 1 – General Provisions

### Article 1: Application of Agreement

1. TIMES MOBILITY NETWORKS CO., LTD. (hereinafter referred to as the “Company”) shall rent out a vehicle (hereinafter referred to as “Rental Car”) to the Renter, and the Renter shall rent the Rental Car from the Company, all 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.

## 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 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.
4. 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.
5. 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, or internet connections, malfunctions or bugs in the system used to run the Company's Rental Car operations, or other force majeure events which 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 cancelled. If a reservation has been cancelled, 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.
6. 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: Exemptions**

Except in the cases provided for in the preceding Article, both the Company and the Renter shall not 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 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.

## **Chapter 3 – Rental**

#### **Article 7: Concluding a Rental Agreement**

1. Pursuant to 2 (10) and (11) of 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 the Renter to 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 with the Renter is already in place, such reservation agreement shall be concluded once the Rental Car has been handed over pursuant to the preceding paragraph, and the Rental Agreement shall come into effect. 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, 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 due to 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 3 of Article 4. If the reservation cancellation fee has been paid when a reservation fee had been paid, the Company shall reimburse the Renter the reservation fee.

#### **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;
  - (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 judged 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;
  - (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; or
  - (12) When the Company 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 3 of Article 4. If the reservation cancellation fee has been paid when a reservation fee had been paid, the Company shall reimburse the Renter the reservation fee.

#### **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
  - (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.

## **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**

When the Renter or the Driver has violated any of the provisions in this Agreement while using the Rental Car, or when any of the items provided for in paragraph 1

of Article 8 applies to the Renter or the Driver, the Company may cancel the Rental Agreement without giving any notice or warning whatsoever and demand the immediate return of the Rental Car. In such a case, the Company shall not reimburse the rental fees received from 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 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 or the Driver 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 still require the Renter to pay the rental fees for the period after the Rental Car could no longer be used.

### **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%

### **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. 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 inappropriate, the reservation agreement entered into by the Renter in accordance with paragraph 5 of Article 4 shall be cancelled. The Company shall not be liable for any damage or loss incurred by the Renter following the cancellation of such reservation agreement.

### **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**

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; and

9. Engaging in acts that cause significant trouble to the Company or other renters, such as smoking inside the Rental Car, leaving items in the Rental Car, and defacing the Rental Car.

#### **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 42, 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. 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 upon the performance of the Rental Agreement, 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 due to 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 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 42 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 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 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 to sign a document (hereinafter referred to as “Acknowledgement Letter”) prescribed by the Company in which the Renter attests to having appeared at a police station, the fact of a parking violation and the compliance with legislative measures as an offender, with which the Renter shall comply. If the Renter 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 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 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 shall consent in advance.
5. If the Company receives an order to pay the abandonment fine provided for in Article 51-4 (1) of the Road Traffic Act and the Company makes payment of it, or if the Company incurs expenses required to locate the Renter or remove, store, or pick up the Rental Car, 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; and
  - (3) Expenses required to locate, remove, store, or pick up the vehicle.
6. 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”).
7. 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 5 and the parking violation penalty fee.

8. Notwithstanding the provisions of paragraph 6, 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 5, the Company shall delete all data registered in the All Japan 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 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 7.
10. If information has been registered in the All Japan Rent-a-Car Association System in accordance with the provisions of paragraph 6, 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 5 has been paid to the Company in full.
11. 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 and the Driver shall be liable for compensation therefrom, and the Company shall not be liable for any damages incurred by the Renter or the Driver as a result of the said problem or accident.

## **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 due to malfunctions which 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.

#### **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 due to natural disasters, accidents, theft, vehicle malfunctions or defects, delayed return by other renters, malfunctions in telecommunications operations such as landline phones, mobile phones, or internet connections, malfunctions or bugs in the system used to run the Company's Rental Car operations, or other force majeure events which 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, compensation shall be paid for all damages caused by the Renter to 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., due to reasons attributable to the Renter.

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. The Company shall not be liable for any Items Left Behind after the return of the Rental Car.
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 in any way liable for compensation 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) (1) Items Left Behind that have no property value, or items which are in danger of spoiling, are dangerous, or are difficult to be stored 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.
  - (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.
  - (5) The Company shall not be liable in any way for compensation for damages incurred by the Renter, passengers, or other third parties resulting from the disposal of Items Left Behind in accordance with the provisions of this paragraph.
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] Costs necessary to transfer the Rental Car following the change of return location × 3

#### **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: Purposes of Handling of Personal Information**

1. The Company shall use the Renter or the Driver's personal information acquired from the Renter for the purposes provided in the following items. Except for reasons authorized by the Personal Information Protection Act and other laws and regulations, personal information shall not be used in excess of this scope.
  - (1) For examination when concluding the Rental Agreement, identification, automatic indication of the information of the Renter or the Driver 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;
  - (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.
2. The Company may engage in joint use of personal information acquired as follows.
  - (1) Personal information for joint use  
Name, date of birth, gender, occupation, address, telephone number, email address, vehicle model, vehicle registration number, driver's license information, credit card information, camera images, service usage history, and other items necessary to achieve the purpose of use.

- (2) Range of joint use Franchisees who have entered into a franchise agreement with the Company Park24 Group Companies (Please refer to the following website)  
<https://www.park24.co.jp/en/>
  - (3) Purpose of joint use  
Same as the purposes in paragraph 1 of this Article
  - (4) Name of party responsible for the management of personal information for joint use  
TIMES MOBILITY NETWORKS CO., LTD.
  - (5) Acquisition method  
Verbal means (telephones, etc.), entry forms on websites, contracts, applications, surveys, and other documents (including electronic and magnetic records)
3. 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.
    - (1) When the Company has been ordered to pay the abandonment fine provided in Article 51-4 (1) of the Road Traffic Act;
    - (2) When the full amount of expenses for parking violations provided for in paragraph 5 of Article 26 has not been paid to the Company; or
    - (3) When the vehicle is deemed to be unreturned as provided for in paragraph 1 of Article 35.
  4. The Company may outsource handling of personal information to a third party, provided that it has taken the appropriate protective measures necessary to implement the purposes of use prescribed in this Article.
  5. Information (hereinafter referred to as "Usage 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 information, the Company shall implement data anonymization so that specific individuals cannot be identified from the Usage 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, dash cam, 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)
6. In addition to those provided for in this Article, the Company's initiatives for protecting personal information shall be in accordance with the Privacy Policy and the Policy for Handling of Personal Information published on the Company's home page (<https://rental.timescar.jp/>).

#### **Article 37: GPS Function**

1. The Renter and the Driver shall unconditionally agree that when the Rental Car is equipped with a Global Positioning System (hereinafter referred to as "GPS Function"), the real-time location, navigation route, and other information are recorded in the system designated by the Company, and that the Company shall use such records 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) Cases falling under paragraph 1 of Article 35; cases where the Company judges that it needs to determine the real-time position, navigation route, and other information of the Rental Car with the GPS Function in order to take responsibility for the Rental Car, Rental Agreement, etc.; and
  - (3) Cases where the Company shall use the records for marketing analysis in order to increase the satisfaction of renters, drivers, and other customers, such as for the improvement of commodities and services provided to renters and drivers.
2. Information recorded with the GPS device may be disclosed to third parties in the following cases:
  - (1) When it is deemed necessary to resolve an accident or other problems involving our services or the rented vehicle. (Recipients: The partner insurance company of TIMES MOBILITY NETWORKS CO., LTD. and the people involved in the accident or problem)

- (2) When required by law or requested by government authorities, etc.

### **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 in the following cases.
  - (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) Cases where the Company shall use the records for marketing analysis in order to increase the satisfaction of renters, drivers, and other customers, such as for improvement of commodities and services provided to renters and drivers.
2. Information recorded with the dash cam may be disclosed to third parties in the following cases:
  - (1) When it is deemed necessary to resolve an accident or other problems involving our services or the rented vehicle (Recipients: The partner insurance company of TIMES MOBILITY NETWORKS CO., LTD. and the people involved in the accident or problem).
  - (2) When required by law or requested by government authorities, etc.

### **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. 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.

### **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) Emergency maintenance of the Rental Car, communication network, system, software programs, and other items relating to the rental
  - (3) Warfare, disturbances, riots, civil commotions or strikes
  - (4) System overload or when the Company judges that a security vulnerability exists
  - (5) When the Company deems that the temporary suspension of the rental is necessary for other operational and technical reasons
2. The Company shall not be liable for any losses incurred by the Renter from the delay or suspension of the rental due to the aforementioned reasons.

**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, without giving notification or obtaining the consent of the Renter. The Company shall not be liable for any losses incurred by the Renter due to the aforementioned reasons.
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.

**Article 42: 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 in the Company's sale offices and include them in its website, price lists, and other materials. The same shall apply when detailed regulations are changed.

**Article 43: 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.

**Special Provisions for Rental of Plug-in Hybrid Vehicles and 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 in such a case, the Renter and the Driver shall charge it at their own expense, 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 Company shall not assume any responsibility for accidents, problems, and other issues due to reasons attributable to the Renter or the Driver, such as incorrect handling of the Electric Vehicle or Charger and negligence.
5. When returning the Electric Vehicle, the Renter and the Driver shall follow the provisions in Article 32 and Article 34 of the Times CAR RENTAL Terms and Conditions and connect the charging cable of the Charger to the charging equipment of the Electric Vehicle. If the Renter or the Driver returns the Electric Vehicle without connecting the charging cable of the Charger to the Electric Vehicle, 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 that mileage varies depending on the way of driving, driving conditions, and the usage of equipment that require electric power, such as the air conditioner and the car navigation system. The Renter and the Driver shall charge the Electric Vehicle at his/her own responsibility and expense.
7. If the Electric Vehicle cannot be used due to undercharge, the Company shall not 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 “Service”) refers to the service where the driver's license of a member is registered upon using a service (hereinafter referred to as “Target Service”) among the respective services operated by the companies of the Park24 Group (<https://www.park24.co.jp/en/>). It allows members to carry out the procedures

for rental and return of a Rental Car of the Company using the Target Service membership card.

3. In case the Renter uses the Service, notwithstanding the provisions in paragraph 1 of Article 7 of the Times CAR RENTAL Terms and Conditions, the Company shall check the driver's license of the Renter or the Driver by requesting the Renter or the Driver to 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 of the Times CAR RENTAL Terms and Conditions shall be issued online.
4. When using the Service, the Renter and the Driver may, notwithstanding the provisions in paragraph 1 of Article 32 of the Times CAR RENTAL Terms and Conditions, 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 February 1, 2018.