

# 約款 (English)

## Terms and Conditions



### Chapter 1: General Provisions

#### Article 1 (Application of Terms and Conditions)

1. The Company shall rent the rental car (hereinafter referred to as the "Rental Car") to the Renter (including the driver; hereinafter the same) in accordance with these terms and conditions, and the Renter shall rent the car. Matters not provided in these terms and conditions shall be governed by laws and general customs.
2. The Company may agree to special provisions within the scope that does not conflict with the intent of these terms and conditions, laws, and general customs. When a special provision is agreed upon, it shall take precedence.

### Chapter 2: Rental Agreement

#### Article 2 (Reservation)

1. The Renter may make a reservation by specifying the car class, rental start date and time, rental location, rental period, return location, driver, need for accessories such as child seats, and other rental conditions (hereinafter referred to as "Rental Conditions") after agreeing to these terms and conditions and any separately established fee schedule (with rates varying based on peak times or rental periods).
2. After confirming the conditions in the reservation site operated by the Company, the Renter may make a tentative reservation by phone or email ("Tentative Reservation" means that the reservation is not yet confirmed), and the Company shall bear no responsibility if there are discrepancies between the tentative reservation and the actual reservation.
3. When the Company receives a tentative reservation from the Renter, it shall, in principle, respond with a tentative reservation within the scope of the rental cars it owns.
4. Reservations shall be made by paying a reservation deposit, and if payment is not received within five days from the tentative reservation request, the tentative reservation shall be canceled.

### **Article 3 (Modification and Cancellation of Reservation)**

1. If the Renter wishes to modify the Rental Conditions stated in Article 2, they must obtain prior consent from the Company.
2. The Renter may cancel the reservation with the Company's consent.
3. If the Renter does not initiate the rental contract (hereinafter referred to as the "Rental Agreement") process within one hour of the scheduled rental start time due to their own circumstances, the reservation shall be deemed canceled.
4. In the case of the previous three items, the Renter shall pay the reservation cancellation fee to the Company as separately prescribed, and the Company shall return the received reservation deposit to the Renter after the cancellation fee is paid.
5. If the Rental Agreement is not concluded due to reasons such as accidents, theft, non-return, recall, delayed return of the rental car by another Renter, or natural disasters, or due to reasons beyond the control of either the Renter or the Company, even after the reservation has been made, the reservation shall be canceled. In such cases, the Company shall return the received reservation deposit.

### **Article 4 (Substitute Rental Car)**

1. If, due to reasons not attributable to the Company, the Company is unable to provide the reserved class of rental car, the Company may offer a different class of rental car (hereinafter referred to as "Substitute Rental Car").
2. If the Renter accepts the offer of a Substitute Rental Car, the Company shall present the rental fee based on the rental fee schedule in Article 2 and proceed with the reservation once the Renter agrees.
3. The Renter may refuse the offer of a Substitute Rental Car and cancel the reservation. In such cases, regardless of the provisions of the previous item, the Company shall refund the reservation deposit to the Renter.
4. If the rental of a Substitute Rental Car is made under the provisions of Item 2 of this article, or if the reservation is canceled under the provisions of Item 3 of this article, the original reservation shall be deemed canceled at the time of the rental of the Substitute Rental Car. In this case, the Company shall refund the reservation deposit to the Renter, and the Company may apply the reservation deposit toward the rental fee of the Substitute Rental Car.
5. Whether a Substitute Rental Car is rented under the provisions of Item 2 of this article or the reservation is canceled under Item 3, the provisions of Article 3, Item 5 shall not apply, and the Company shall not be liable for any cancellation fee.

### **Article 5 (Exemption from Liability)**

1. Except for the cases provided in Articles 3 and 4, neither the Company nor the Renter shall make any claims against each other regarding the cancellation of a reservation or the failure to conclude a Rental Agreement.

### **Article 6 (Rental Agreement)**

1. The Rental Agreement shall be concluded when the Company receives the rental fee and delivers the rental car to the Renter. In this case, the reservation deposit shall be applied toward the rental fee.
2. The Company shall enter into a Rental Agreement upon the Renter's application, unless there is no rental car available or the Renter falls under any of the items in Article 9. In conclusion of the Rental Agreement, the Company may request the Renter to submit identification documents other than the driver's license and provide a mobile phone number for communication during the rental period. The Company may also take copies of the driver's license and submitted documents.
3. The application for the Rental Agreement shall specify the Rental Conditions as prescribed in Article 2, Item 1.
4. When the Company concludes the Rental Agreement, it shall collect the rental fee as separately prescribed.

#### **Article 7 (Termination of the Rental Agreement and Early Cancellation)**

1. If the renter falls under any of the following categories during the rental period, the company may terminate the rental agreement without any notice or demand and immediately request the return of the rental car. In this case, the rental fees already received by the company cannot be refunded. If there is any remaining balance after deducting rental fees corresponding to the period from the rental to the termination and any compensation for damages, such balance will be refunded to the renter.
  - (1) Violation of these terms and conditions.
  - (2) The renter causes a traffic accident due to their own fault.
  - (3) The renter becomes subject to any of the conditions in Article 9.
2. If, due to a natural disaster or other force majeure, the rental car becomes unusable, the rental agreement will terminate.
3. The renter must immediately notify the company if the situation described in the previous section occurs.
4. Even during the rental period, the renter may cancel the rental agreement with the company's consent. In this case, the renter will be required to pay an early cancellation fee. The early cancellation fee will be as defined in Article 2, and the renter must confirm its content when making the reservation under Article 2.
5. If the rental car is returned due to an accident or breakdown caused by the renter during the rental period, the rental agreement will be considered terminated.
6. When the rental car is returned as described in the previous section, the company will not refund any rental fees already received.

#### **Article 8 (Changes to Rental Conditions)**

1. After the rental agreement is concluded, if the renter wishes to change the rental conditions as stated in Article 3, they must obtain prior consent from the company.
2. If changes to the rental conditions result in operational difficulties for the rental service, the company may refuse to approve the changes.

#### **Article 9 (Refusal of Rental Agreement Conclusion)**

1. The company may refuse to conclude a rental agreement if the renter falls under any of the following categories:
  - (1) The renter fails to present the necessary driver's license to operate the rental car.
  - (2) The renter is deemed to be under the influence of alcohol.
  - (3) The renter is exhibiting signs of intoxication from narcotics, stimulants, or solvents.
  - (4) The renter is not the same driver as initially specified in the reservation.
  - (5) The renter attempts to transport a child under the age of six without a child seat.
  - (6) In the event of a disaster or emergency situation, when the rental vehicle must be prioritized for victims or disaster recovery personnel.
  - (7) The renter has previously failed to pay rental fees on time.
  - (8) The renter has engaged in prohibited activities as specified in Article 16 during previous rentals.
  - (9) The renter has committed parking violations as stated in Article 17 during previous rentals, including those with other rental car providers.
  - (10) The renter has caused an insurance policy to be void due to violations of the rental or insurance terms in previous rentals.
  - (11) The renter does not meet additional specified conditions.

## **Chapter 3: Rental Cars**

### **Article 10 (Start Time and Rental Location)**

The company will deliver the rental car at the specified start time and location as outlined in Article 2.

### **Article 11 (Rental Procedure)**

1. The company will provide the rental car after the renter has confirmed the vehicle's condition by conducting a daily inspection as required by the Road Transport Vehicle Act and checking the exterior and accessories as per the prescribed checklist.
2. If any mechanical issues are found during the inspection, the company will take appropriate action to address the issues.
3. When the rental car is handed over, the company will issue a rental car certificate as specified by the Regional Transport Bureau and the Okinawa General Bureau.

## **Chapter 4: Rental Fees**

### **Article 12 (Rental Fees)**

1. Rental fees refer to the total amount of the following charges, and the company will specify the amounts or calculation bases in the rate table:
  - (1) Base charge
  - (2) Special equipment charge
  - (3) Fuel or charging fee
  - (4) Delivery/pick-up fee
  - (5) Distance charge
  - (6) Insurance charge
  - (7) Other fees

2. The base charge is based on the rates submitted to the Regional Transport Bureau by the company at the time of the rental car handover.
3. Rental fees will be defined in separate regulations.
4. If the rental fees are revised after the reservation is made under Article 2, the fees applied will be those in the rate table at the time of reservation.

## **Chapter 5: Use and Responsibility**

### **Article 13 (Inspection and Maintenance)**

1. The company will provide rental cars that have undergone the mandatory regular inspections as required by Article 48 of the Road Transport Law.
2. The renter must perform daily inspections of the rental car before use, as stipulated in Article 47-2 of the Road Transport Vehicle Law, during the rental period.

### **Article 14 (Renter's Responsibility for Management)**

1. The renter must use and store the rental car with the care of a good manager.
2. The responsibility for managing the rental car starts when it is handed over to the renter and ends when it is returned to the company.
3. The renter or driver is responsible for correctly installing child seats and junior seats, and the company takes no responsibility for their installation.

### **Article 15 (Electric Vehicles)**

1. If the rental car is an electric vehicle, the renter agrees to use the electric vehicle (hereinafter referred to as "electric vehicle") and the electric vehicle charger (hereinafter referred to as "charger") in accordance with the manual provided by the company and the following terms:
  - (1) If the electric vehicle or charger is damaged, lost, or soiled due to improper handling, the renter will bear the cost of repairs.
  - (2) The company will bear no responsibility for accidents caused by improper handling or carelessness of the electric vehicle or charger.
  - (3) The renter acknowledges that the driving range of the electric vehicle may vary greatly depending on driving habits, road conditions, air conditioner use, and audio usage, and agrees to charge the vehicle in advance. If charging is done outside of the company's designated charging stations, the renter will bear the cost and handle the procedure with the charging facility operator.
  - (4) If the electric vehicle runs out of charge and cannot be moved, the cost of towing or charging will be borne by the renter, and the company will assume no responsibility.

### **Article 16 (Prohibited Actions)**

During the rental period, the renter must not engage in the following actions:

- (1) Use the rental car for commercial transportation or similar purposes without the company's consent or required permits.
- (2) Sublease or offer the rental car as collateral, or perform any action that infringes on the company's ownership rights.
- (3) Alter the vehicle's registration number plate or vehicle identification number, or modify or remodel the rental car.

- (4) Use the rental car in tests or competitions without the company's consent, or use it for towing or pushing by another vehicle.
- (5) Use the rental car in violation of laws or public order.
- (6) Purchase insurance for the rental car without the company's consent.
- (7) Bring animals (pets) into the car.
- (8) Smoke inside the car.
- (9) Cook inside the car.
- (10) Cause damage or leave odors in the car by bringing in items used at the beach or similar.
- (11) Bring food with strong odors or perfumes into the car that leave lingering smells.
- (12) Intentionally soil the car or damage the interior.

#### **Article 17 (Parking Violation Procedures)**

1. If the renter commits a parking violation under the Road Traffic Law during the rental period, the renter must pay the penalty and bear the costs of towing, storage, or other related expenses.
2. If the company receives notification from the police regarding a parked vehicle violation, it will contact the renter or driver, instruct them to move the vehicle or retrieve it, and request that they visit the police station to handle the violation before the end of the rental period or at the company's discretion.
3. After giving the instructions in the previous paragraph, the company will confirm the resolution of the violation using official documents such as traffic violation notices or receipts. If the violation is not resolved, the company will continue to instruct the renter or driver to resolve the issue. The company may also request that the renter or driver sign a self-admission document acknowledging the violation and their legal obligations.
4. If necessary, the company may cooperate with the police by submitting personal information and documents such as the self-admission form and rental agreement to assist in pursuing the renter's or driver's responsibility for the parking violation.
5. If the company pays a parking violation fine or bears costs related to vehicle retrieval, storage, or similar actions, it will charge the renter the corresponding "parking violation related costs" which include the fine and any penalty fees.

#### **Article 18 (Obligation to Carry the Vehicle Rental Certificate, etc.)**

1. During the rental period, the Renter must carry the vehicle rental certificate issued pursuant to Article 11, Paragraph 3.
2. If the Renter loses the vehicle rental certificate, they must immediately notify the Company of the loss.

#### **Article 19 (Liability for Damages)**

The Renter shall be liable for any damage caused to third parties or to the Company through the use of the rental car, except in cases where the damage is not attributable to the Renter. In such cases, the Renter shall bear the cost of compensation for loss of use (referred to as "Non-Operation Charge"), calculated by multiplying the number of repair days by the separately specified rate. The number of repair days shall be based on the repair period at a repair shop designated by the Company.

## **Chapter 6: Malfunctions, Accidents, Theft, etc.**

### **Article 20 (Malfunction Detection and Accident Procedures)**

1. If the renter or driver detects any abnormalities or malfunctions in the rental car during use, they must immediately stop driving, notify the company, and follow the company's instructions.
2. If the abnormality or malfunction is caused by the renter's intention or negligence, the renter will bear the costs of retrieving the car and repairing it.
3. In the case of the previous paragraph, depending on the malfunction's condition, the company may terminate the rental agreement. The renter must pay the "Non-Operation Charge" for the repair period, regardless of the extent of the damage or repair time. This charge will not be covered by the insurance or compensation system under Article 22.
4. In the event of any accident involving the rental car during the rental period, regardless of the accident's severity, the renter must:
  - (1) Immediately report the accident to the company.
  - (2) Submit all necessary documents and evidence to the company and the company's insurance provider without delay.
  - (3) Obtain prior consent from the company before reaching any settlement or agreement with third parties.
  - (4) Have repairs performed at the company's designated workshop unless there is a specific reason to do otherwise.
5. The renter must also take responsibility for resolving the accident.
6. The company will assist the renter by providing advice on accident resolution and cooperate with resolving the incident.
7. If the rental car cannot be used due to a malfunction despite regular inspections by the company, the company will not be held responsible for any damages incurred.

### **Article 21 (Actions in Case of Theft)**

1. If the rental car is stolen or damaged during the rental period, the renter or driver must:
  - (1) Immediately report the theft to the nearest police station.
  - (2) Immediately report the incident and follow the company's instructions.
  - (3) Cooperate with the company and the insurance provider's investigation and provide any required documents without delay.
2. If the renter fails to return the rental car within 12 hours after the rental period ends, or if it is determined that the car has been "stolen," the company will take legal actions such as filing a criminal complaint.

### **Article 22 (Compensation)**

1. The company will compensate for damages caused by the renter up to the following limits, as per the insurance contract and compensation system in place:
  - (1) Personal Injury Liability: Unlimited per person (including automobile liability insurance).
  - (2) Property Damage Liability: Unlimited per accident (including automobile liability insurance).

(3) Vehicle Damage Liability: Unlimited per accident (with a deductible ranging from ¥0 to ¥200,000 depending on the vehicle).

(4) Passenger Injury Liability: Unlimited per person.

2. If the company exceeds the compensation limit for personal injury liability, the renter must promptly pay the excess amount to the company.
3. The deductible for vehicle damage liability varies depending on the rental car model. The renter must check the specific amount when making the reservation.

#### **Article 23 (Exemption Due to Force Majeure)**

1. The company will not hold the renter responsible for any damage caused by an inability to return the rental car due to natural disasters or other force majeure events during the rental period. The renter must immediately contact the company and follow its instructions.
2. The company will not be liable for any damages caused to the renter due to force majeure events such as natural disasters, accidents, theft, vehicle malfunctions, or system failures related to telecommunications or rental operations.

## **Chapter 7: Return**

#### **Article 24 (Responsibility for Return)**

1. The renter or driver must return the rental car to the company at the designated return location by the end of the rental period.
2. If the renter or driver violates the previous clause, they must pay the excess fees as stipulated in the next clause, in addition to compensating for any damage caused to the company.
3. If the renter exceeds the return time specified at the time of the rental agreement, they must pay the excess fees separately stipulated by the company. However, this does not apply if the renter has made an extension request before the rental period ends.

#### **Article 25 (Return Inspection, etc.)**

1. The renter or driver must return the rental car at the designated location with the same condition as at the time of rental, under the company's supervision. If there is any damage, dirt, loss of equipment, or odor attributable to the renter's responsibility (excluding normal wear and tear), the renter will bear the cost of restoring the car to its initial condition.
2. The company will inspect the condition of the car at the time of return with the renter present.
3. The renter must ensure, under the company's supervision, that there are no belongings left inside the car before returning it. The company will not be responsible for any lost items after the car is returned.

#### **Article 26 (Return Location, etc.)**

1. The rental car must be returned to the location specified by the company. However, if the return location is changed as per Article 8, the car should be returned to the new location.

2. In the case of a change in the return location, the renter will bear the cost of transporting the car to the new location.

#### **Article 27 (Drive Recorders)**

1. The renter and driver agree that the rental car may be equipped with a drive recorder, and that their driving status may be recorded. They also agree that the company may use the recorded information for the following purposes:
  - (1) To confirm the situation in the event of an accident.
  - (2) To confirm the driving status of the renter and driver as necessary for car management or fulfilling the rental agreement.
  - (3) To improve the quality of products and services provided to the renter and driver, and to conduct marketing analysis in a form that does not identify individuals.
2. The renter and driver agree that if the company is required by law or receives a request or order for disclosure from a court, administrative agency, or other public agency, the company may disclose the recorded information to the extent necessary.
3. The renter and driver agree that the rental car may be equipped with a vehicle communication system (GPS function) from the car manufacturer, and that the car manufacturer and related parties may collect vehicle status information (e.g., operational, location, control, and fault information) for operational or support services, and that the company may receive this information for use as stated in Item 1.
4. The renter and driver agree that the company may use the vehicle status information for the purposes listed in Item 1, which may be provided by the car manufacturer or related parties.

#### **Article 28 (Use of Personal Information)**

1. The company collects and uses the renter's personal information for the following purposes:
  - (1) To fulfill obligations required by the business license as a rental car operator, including creating rental documents.
  - (2) To provide rental cars and related services to the renter.
  - (3) To verify the renter's identity and conduct necessary assessments.
  - (4) To aggregate and analyze personal information statistically and create anonymized data for marketing purposes.
2. If the company collects personal information for purposes not specified in the first paragraph, it will clearly inform the renter of the purpose in advance.

#### **Article 29 (Changes to Communication Equipment, Systems, Software, etc., and Disclaimer)**

1. The company may modify, update, or discontinue the use of communication equipment or systems related to rental cars without prior notice or consent. The company will not be responsible for any damages incurred by the renter due to such changes.
2. The company does not guarantee that emails, content, etc., sent from its website, servers, or domains will be free from harmful elements such as computer viruses, except in cases attributable to the company's responsibility.

#### **Article 30 (Consumption Tax)**

The renter must pay the consumption tax (including local consumption tax) separately to the company on any monetary obligations under this agreement.

#### **Article 31 (Late Payment Penalty)**

If the renter fails to fulfill any monetary obligations under this agreement, they must pay the company a late payment penalty at an annual rate of 14.6%.

### **Article 32 (Provision of Important Information)**

1. The company will strive to provide the renter with clear and simple information before the rental, including important details about the renter's liability for damages, insurance or compensation systems, measures to be taken in case of breakdowns, accidents, theft, illegal parking, and delayed returns.
2. The renter must make efforts to understand the contents of the agreement.

### **Article 33 (Display of Terms and Conditions)**

The company will present the terms and conditions to the renter by one of the following methods:

- (1) Posting at the company's business premises in a visible manner (including display on electronic devices).
- (2) Posting on the company's website in an easily viewable format.
- (3) Providing the terms and conditions in writing (including emails).

The company will also provide an outline of the terms in brochures, pricing lists, etc. Any changes will be treated in the same manner.

### **Article 34 (Changes to Terms and Conditions and Contract Details)**

1. The company may change these terms and conditions or establish separate rules.
2. If there are changes to the terms or additional rules, the company will notify the renter through appropriate means, such as posting on the company website, and inform them of the new terms and their effective date.

### **Article 35 (Governing Law)**

The rental agreement and all actions related to the rental will be governed by Japanese law and interpreted accordingly.

### **Article 36 (Priority of Japanese Terms)**

If there is any discrepancy between the Japanese terms and conditions and the translated version, the Japanese version will take precedence.

### **Article 37 (Exclusive Jurisdiction of the Court)**

Any disputes related to the rights and obligations under this agreement will be subject to the exclusive jurisdiction of the summary court located at the company's head office, branch, or business location, regardless of the claim amount.

### **Supplementary Provisions**

These terms and conditions will be effective starting December 1, 2024.