

Three Monkey Rental Car Rental Agreement V10

Chapter 1: General Provisions

Article 1 (Purpose and Formation of the Agreement)

1. [Formation of the Agreement]

This Rental Agreement (the "Agreement") is entered into by and between Kaneshiro International Trading Co., Ltd. (trading as Three Monkey Rental Car / 三猿レンタカー / Saru Studio; the "Company") and the renter (the "Renter", including registered additional drivers). This Agreement shall be formed and take effect once the Renter completes the reservation process, pays the relevant charges, and the Company issues a formal confirmation notice.

2. [Driving Eligibility and Identity Documents]

During the rental period and at vehicle collection, the Renter and all registered drivers must present a valid driver's license that complies with Japanese law, an International Driving Permit ("IDP") or a certified Japanese translation, and identity documents such as a passport. If the Company cannot deliver the vehicle because the Renter or a registered driver fails to present such documents, the booking shall be treated as cancelled by the Renter or as a no-show. The Company may handle the matter in accordance with this Agreement's cancellation policy, the Booking Confirmation, and actual costs incurred; amounts already paid will, in principle, not be refunded.

3. [Execution and Consent]

This Agreement may be executed electronically or in writing. Upon execution by both parties, the Renter shall be deemed to have fully read, understood, and agreed to all terms, provisions, and attachments of this Agreement.

4. [Notices and Service]

By signing this Agreement, the Renter expressly agrees that email, WhatsApp, LINE, other messaging applications, or electronic systems may be used by the Company as valid methods of service for all formal legal notices, amendment announcements, and document delivery.

5. [Personal Nature of Rights and Obligations]

Once this Rental Agreement is confirmed, all rights and obligations under it are personal to the Renter. The Renter must not assign, sublease, or authorize any third party to exercise them in any manner.

Article 2 (Definitions and Rental Period / Charging Rules)

1. [Definition of Rental Vehicle]

"Rental Vehicle" means the motor vehicle made available by the Company to the Renter in accordance with the booking details, including its standard equipment, tools, dash camera, GPS tracking system, ETC in-vehicle unit, in-vehicle accessories, and any additional equipment separately rented by the Renter or otherwise provided by the Company.

2. [Vehicle Categories]

For the purposes of this Agreement, vehicles are classified as "Standard Vehicles" and "Designated Vehicles."

- (1) A "Standard Vehicle" means an ordinary or standard vehicle that is not identified by the Company as a Designated Vehicle.
- (2) A "Designated Vehicle" means a vehicle identified by the Company as such, including, without limitation, Sport Cars, Performance Cars, classic vehicles, high-performance vehicles, special high-value vehicles, or any other vehicle identified as a Designated Vehicle on the website, quotation, Booking Confirmation, Vehicle Details Sheet, Rate Schedule, or any attachment.

In addition to the general terms of this Agreement, Designated Vehicles are subject to the special high-value compensation and purchase provisions set out in Article 8.

3. [Rental Period and Charges]

The minimum rental period, Daily Rate, Hourly Rate, 6 Hour Rate, half-day rental charge, overtime charge, and all other charging methods for a Rental Vehicle shall be determined in accordance with the Company's website, quotation, Booking Confirmation, Vehicle Details Sheet, Rate Schedule, or attachments.

Where the Rate Schedule lists a 6 Hour Rate, a rental period of no more than 6 hours shall be charged at the 6 Hour Rate, and a rental period exceeding 6 hours shall be charged at the Daily Rate.

Where the Rate Schedule does not list a 6 Hour Rate or states "N/A," the 6 Hour Rate does not apply and the minimum rental period shall be charged at the Daily Rate. Any time exceeding completed rental days shall be

charged at the Hourly Rate; however, where that excess period exceeds 6 hours, it shall be charged at the Daily Rate.

4. [Priority of Booking-Specific Documents]

Where a Booking Confirmation, quotation, Vehicle Details Sheet, or attachment specifically states different terms for a particular booking, including the vehicle type, rental period, rental charge, discount, collection or return location, additional equipment, protection plan, or other charges, those documents shall prevail.

Chapter 2: Reservations

Article 3 (Formation and Amendment of Reservations)

1. [Reservation Details]

When making a reservation, the Renter must clearly specify the required vehicle category, the dates, times, and locations for vehicle collection and return, and whether a specific protection plan is to be purchased. Reservation details are not legally binding unless confirmed by the Company.

2. [Changes to Reservation Details]

After a reservation has been confirmed, any request by the Renter to change the booking details for personal reasons, including changes to dates, a shorter rental period, vehicle type, or return location, must be made within the period specified by the Company and formally confirmed by the Company. The Renter shall bear in full any rental difference or administrative charge arising from the change.

Article 4 (Cancellation Charges and Additional Charges for No-Shows)

1. [Cancellation Charges]

If the Renter cancels a reservation after it has been confirmed, the Company shall charge a cancellation fee calculated as the following percentage of the total base rental charge:

- (1) Cancellation 21 days or more before the scheduled collection date: no charge; full refund.
- (2) Cancellation 15 to 20 days before the scheduled collection date: 30% of the base rental charge.
- (3) Cancellation 8 to 14 days before the scheduled collection date: 50% of the base rental charge.
- (4) Cancellation 4 to 7 days before the scheduled collection date: 80% of the base rental charge.
- (5) Cancellation within 3 days of the scheduled collection date, same-day cancellation, or failure to collect at the agreed time (No Show): 100% of the base rental charge; no refund.

Article 5 (Replacement Vehicle Arrangement)

1. [Replacement Vehicle]

If, due to circumstances beyond the Company's intentional control, including but not limited to a prior renter's traffic accident and delayed return, sudden mechanical breakdown, or natural disaster, the Company cannot provide the particular vehicle originally booked by the Renter on the collection date, the Company may provide a replacement vehicle of the same class or a higher class. The Renter shall not be entitled to compensation for emotional loss or indirect inconvenience resulting from the vehicle substitution.

2. [Refusal of Replacement Vehicle]

If the Renter refuses the replacement vehicle of the same class or a higher class designated by the Company, the reservation shall be treated as unconditionally cancelled and the Company shall refund all amounts already paid by the Renter. The Company shall not be liable for any other indirect loss arising from the cancellation, including airfare, hotel accommodation, other transport costs, or itinerary-change expenses.

Chapter 3: Insurance, Protection and Compensation

Article 6 (Basic Plan, Coverage Limits and Deductibles)

1. [Basic Plan]

The base rental charge for every Rental Vehicle includes the "Basic Plan" at no additional charge to the Renter. Subject to compliance with all terms of this Agreement, when an accident occurs, the insurer shall make payment in accordance with law up to the applicable maximum limit.

2. [Vehicle Category Definition]

The vehicle categories under this Agreement are the "Standard Vehicles" and "Designated Vehicles" defined in Article 2.

3. [Basic Plan Coverage Limits and Deductible (Excess) Schedule]

Coverage Item	Coverage Limit (Maximum)	Standard Vehicle Deductible (Excess)	Designated Vehicle Deductible (Excess)
Third-Party Bodily Injury Liability	Unlimited per person (including compulsory automobile liability insurance)	JPY 100,000	JPY 1,000,000
Third-Party Property Damage Liability	Unlimited per accident	JPY 100,000	JPY 1,000,000
Vehicle Damage Coverage	Up to the vehicle's market value per accident	JPY 100,000	Capped at the Agreed Vehicle Value
Personal Injury Coverage (Passengers)	Up to JPY 30,000,000 per person	JPY 100,000	JPY 1,000,000

The above protection and insurance payments are subject to the insurer's actual scope of coverage, insurance policy terms, this Agreement, and the outcome of accident handling. If an accident or loss falls within any circumstance in which insurance or protection is unavailable under Article 9 or Article 13, the Basic Plan shall not apply and the Renter shall bear the relevant responsibility and costs.

4. [NOC and Loss of Use]

If an accident, damage, breakdown, contamination, breach of this Agreement, or any other circumstance attributable to the Renter causes the vehicle to require repair, inspection, cleaning, or to be taken out of service, the Renter must pay the Company a loss-of-use charge (NOC).

Where the vehicle can be driven and returned in accordance with the Company's instructions, the NOC shall be JPY 20,000. Where the vehicle cannot be driven and returned, the NOC shall be JPY 50,000.

In addition to the above NOC, if the vehicle is taken out of service because of an accident, damage, breakdown, cleaning, repair, or any other reason, the Company may claim loss of use based on the actual number of days out of service, up to a maximum of JPY 500,000.

5. [Roadside Assistance]

Under the Basic Plan, the Company may assist the Renter in arranging roadside assistance provided by JAF, an insurer, a towing company, or another third party, including but not limited to towing, jump-starting a battery, unlocking a vehicle, flat-tire assistance, recovery from a ditch, emergency fuel delivery, or other on-site assistance. However, the Basic Plan does not include free roadside assistance. All costs arising from roadside assistance, towing, on-site support, parts, fuel, storage, transport, or other related services shall be borne in full by the Renter.

6. [Number of Covered Events]

During the same rental period, the Basic Plan deductible applies only to the first accident, damage, breakdown, contamination, theft, or other compensation event that occurs and satisfies the conditions of this Agreement.

Once the first event occurs, the Basic Plan shall terminate. The Renter must immediately stop using the vehicle and notify the Company, and must not continue to drive or use the vehicle without the Company's express consent.

Article 7 (Full Support Plan and Charging Rules)

1. [Full Support Plan]

The Renter may purchase the "Full Support Plan" for an additional fee. Upon purchase, the Renter's deductible (excess) shall be reduced according to the vehicle category, and the Renter shall receive roadside assistance and towing support within the specified free coverage limits. Any amount exceeding the insurer's free allowance or the limit specified by the Company shall be borne by the Renter.

2. [Full Support Plan Deductible (Excess) Schedule]

Coverage Item	Standard Vehicle Deductible (Excess)	Designated Vehicle Deductible (Excess)
Third-Party Bodily Injury Liability	JPY 0 (fully waived)	JPY 500,000
Third-Party Property Damage Liability	JPY 0 (fully waived)	JPY 500,000
Vehicle Damage Coverage	JPY 0 (fully waived)	JPY 500,000 (subject to Article 8 exclusions)
Personal Injury Coverage (Passengers)	JPY 0 (fully waived)	JPY 500,000

For a Designated Vehicle, the JPY 500,000 deductible for vehicle damage applies only to an ordinary accident that does not constitute "Total Loss" or "Serious Damage" under Article 8. If any circumstance listed in Article 8 applies, the JPY 500,000 cap shall not apply.

3. [Charging and Rental Extensions]

The Full Support Plan must begin at the same time as the rental period. If the Renter requests an extension or renewal during the rental period, the charge for the plan shall be calculated strictly by the day. Any extension of less than 24 hours shall nevertheless be charged as one full day (24 hours) and may not be apportioned by the hour.

4. [NOC Waiver]

Where the Renter has purchased the Full Support Plan and, during normal use and a normal accident, theft, breakdown, or non-breach-related contamination occurs that requires the vehicle to be repaired, inspected, cleaned, or taken out of service, and the Renter has immediately reported the matter to the police, notified the Company, obtained a police accident certificate, and cooperated with the Company and insurer to complete the procedures, the Company may waive the NOC and loss-of-use charge arising from that event.

The NOC waiver does not apply where the accident, damage, contamination, loss of use, or cleaning arises from intentional conduct, gross negligence, traffic-law violations, an unregistered driver, racing, drifting, off-road driving, wrong fuel, failure to immediately report to the police, failure to notify the Company, private settlement, late return, interference with the GPS or dash camera, smoking in the vehicle, breach of the no-smoking rule, serious soiling, pet contamination, breach of any prohibition in this Agreement, or any other circumstance in which insurance or protection is unavailable.

5. [Roadside Assistance and Towing Support]

After purchasing the Full Support Plan, the Renter may use the free roadside-assistance items provided by JAF or the insurer. The actual scope and conditions of support shall be governed by the rules of JAF, the insurer, or the relevant service provider.

In addition to those free items, where towing or roadside-assistance costs arise because of an accident, breakdown, or other reasonable assistance need, the Company shall bear up to JPY 100,000 for each accident or breakdown. The Renter shall bear the portion of actual costs exceeding JPY 100,000.

Where roadside assistance or towing results from the Renter's intentional conduct, gross negligence, breach of this Agreement, incorrect operation, fuel depletion, wrong fuel, an unregistered driver, late return, driving in a prohibited area, off-road driving, unauthorized camping, lost keys, keys locked in the vehicle, or any other circumstance in which insurance or protection is unavailable, the Company may refuse to bear the relevant costs or may recover any amount advanced from the Renter.

6. [Number of Covered Events]

During the same rental period, the Full Support Plan applies only to the first accident, damage, breakdown, contamination, theft, or other compensation event that occurs and satisfies the conditions of this Agreement.

Once the first event occurs, the Full Support Plan shall terminate. The Renter must immediately stop using the vehicle and notify the Company, and must not continue to drive or use the vehicle without the Company's express consent.

Article 8 (Special High-Value Compensation and Purchase Terms for Designated Vehicles)

1. [Scope of Application]

This Article applies to vehicles identified by the Company as "Designated Vehicles", including but not limited to Sport Cars, Performance Cars, classic vehicles, high-performance vehicles, special high-value vehicles, or other vehicles identified as Designated Vehicles in the Booking Confirmation, Vehicle Details Sheet, Rate Schedule, Designated Vehicle Acknowledgement, or attachments.

2. [Relationship Between this Article and the Full Support Plan]

This Article is a special exclusion to the JPY 500,000 deductible for vehicle damage of a Designated Vehicle under the Full Support Plan. The Renter clearly understands and agrees that, even if the Full Support Plan has been purchased, the JPY 500,000 deductible cap for a Designated Vehicle shall not apply if Total Loss or Serious Damage described in this Article occurs.

For a Designated Vehicle for which the Full Support Plan has not been purchased, vehicle-damage liability shall be handled under the Basic Plan, and the deductible for vehicle damage shall be capped at the Agreed Vehicle Value for that Designated Vehicle.

3. [Compensation at the Agreed Vehicle Value in the Event of Total Loss]

If a Designated Vehicle suffers Total Loss, economic total loss, or is determined by the insurer, a repair facility designated by the Company, or an appraisal institution to be unsuitable for continued rental as a Designated Vehicle, and that Total Loss falls within either of the following circumstances, the Renter must compensate the Company in full at the vehicle's "Agreed Vehicle Value":

- (1) It is caused by the operational error, intentional conduct, traffic-rule violation, dangerous driving, negligence, or gross negligence of the Renter or a registered driver; or
- (2) In any traffic accident, self-inflicted accident, single-vehicle accident, contact accident, or other incident, the Renter or registered driver is determined to be the primarily responsible party or has a fault ratio exceeding 50%.

4. [Purchase Obligation in the Event of Serious Damage]

Even if a Designated Vehicle is not determined to be a Total Loss or economic total loss, where it is damaged during the rental period and the aggregate repair cost, parts cost, labor cost, inspection cost, and all other related restoration costs, as assessed by a repair facility designated by the Company, the insurer, or an appraisal institution, exceed JPY 800,000, the JPY 500,000 deductible cap for a Designated Vehicle shall not apply, and the Renter must purchase the vehicle at its "Agreed Vehicle Value."

5. [Confirmation of Agreed Vehicle Value]

The "Agreed Vehicle Value" of a Designated Vehicle shall be stated in advance in the Booking Confirmation, Vehicle Details Sheet, Designated Vehicle Acknowledgement, or another attachment. By signing this Agreement or a related attachment, the Renter shall be deemed to have confirmed and agreed to that Agreed Vehicle Value and the special risk-allocation terms in this Article.

6. [No Refusal Based on Purchase of a Protection Plan]

Once any circumstance under this Article applies, the Renter must not refuse or seek reduction of the compensation or purchase obligation under this Article on the basis that the Full Support Plan was purchased, protection fees were paid, a deposit was paid, or for any other reason.

Article 9 (Insurance Exclusions and Disclaimer)

1. [Insurance and Protection Not Available]

If an accident falls within an exclusion under the insurer's policy terms, or if the Renter or driver commits any of the following breaches of this Agreement, the Basic Plan, Full Support Plan, deductible waiver, NOC waiver, and all other protection arrangements provided by the Company shall not apply. The Renter shall be fully liable for all actual losses, insurer recourse claims, third-party claims, repair costs, loss of use, and related expenses incurred or suffered by the Company.

- (1) [Failure to Report to Police or Notify the Company] After an accident, failing to immediately report to the police and obtain a formal traffic accident certificate issued by the police, or failing to promptly notify the Company.
- (2) [Criminal Conduct and Traffic Violations] Committing a criminal offence or violating Japanese traffic laws, including but not limited to drink driving, unlicensed driving, driving after use of drugs or medication, dangerous speeding, or hit-and-run. The Renter understands that compulsory automobile liability insurance may be required by law to compensate an injured victim first, but the insurer or relevant institution may later seek recourse against the Renter.
- (3) [Unregistered Driver] Any accident or damage caused by a third party who is not registered under this Agreement driving the vehicle.
- (4) [Intentional Conduct or Gross Negligence] Damage caused by intentional conduct or gross negligence, including but not limited to timed or untimed racing, testing vehicle limits, driving on unpaved or off-road routes, entering prohibited areas, failing to observe height limits on roads, bridges, or car parks resulting in roof damage, using incorrect fuel resulting in engine or fuel-system damage, exceeding the agreed rental period

without contacting the Company, continuing to drive without return after failing to obtain the Company's formal approval, or driving on a beach or riverbed.

- (5) [Equipment Protection Clause] The Renter or driver intentionally or negligently interferes with, interrupts, covers, removes, or damages the dash camera or GPS tracking system installed in the vehicle. If the dash camera or GPS system shows signs of data interruption, external obstruction, or manual reset, the Basic Plan, Full Support Plan, deductible waiver, NOC waiver, and all other protection arrangements provided by the Company shall not apply.
- (6) [Continued Use After the First Event and Subsequent Events] During the same rental period, if after the first accident, damage, breakdown, contamination, theft, or other compensation event, the Renter continues to use the vehicle without the Company's express consent, or if a second or subsequent accident, damage, breakdown, contamination, theft, traffic violation, third-party claim, or other loss event occurs, the Basic Plan, Full Support Plan, deductible cap, NOC waiver, roadside-assistance cost protection, and all other protection or compensation arrangements provided by the Company shall not apply. The Renter shall bear all resulting costs and losses without any cap on liability.

The foregoing breaches of this Agreement include, without limitation, the prohibited acts and material breaches listed in Article 13.

Chapter 4: Vehicle Delivery and Collection

Article 10 (Collection Procedures and Eligibility Review)

1. [Vehicle Collection and Handover Inspection]

The Renter must collect the vehicle at the scheduled time and place. At collection, the Company's staff and the Renter shall jointly inspect and confirm the vehicle's exterior, interior, ancillary equipment, and basic mechanical condition. Once both parties confirm the electronic or written handover checklist, the vehicle shall be deemed delivered to the Renter in the condition then confirmed.

2. [Reporting Abnormalities After Delivery]

If, within 30 minutes after delivery, the Renter discovers any obvious unusual noise, warning light, handling abnormality, or other condition that may affect safety, the Renter must immediately stop driving and notify the Company. The Company shall arrange an inspection, replacement vehicle, or other reasonable response according to the circumstances. Unless the matter affects driving safety or is a serious mechanical defect attributable to the Company, the Renter who does not report within the above period may not, in principle, request a replacement vehicle, reduction, or compensation on the ground that an exterior or condition issue existed at delivery.

3. [Driving Eligibility and Identity Verification]

At collection, the Renter and registered drivers must proactively present genuine and valid driver's licenses and relevant identity documents. If the identity or license type does not match the reservation registration, the Company may refuse to deliver the vehicle.

4. [Rental Certificate and Rental Ledger]

- (1) In accordance with Japanese laws and applicable requirements, the Company shall prepare a rental certificate and rental ledger at the formation of the rental and delivery of the vehicle, recording the Renter, registered drivers, Rental Vehicle, rental period, and vehicle collection and return locations, among other necessary particulars.
- (2) During the rental period, the Renter and registered drivers shall carry, or be able to promptly present, the paper or electronic rental certificate issued by the Company, and shall present it when requested by the police, an administrative authority, or the Company.
- (3) The Renter agrees that the Company may retain the rental ledger, rental certificate, and related rental records as necessary to discharge statutory obligations and for vehicle management, accident handling, and dispute resolution.

5. [Safekeeping of In-Vehicle Documents and Certificates]

At delivery, the vehicle or the electronic system may contain vehicle-registration documents, compulsory automobile liability insurance certificates, voluntary insurance information, a rental certificate, vehicle manuals, emergency contact information, or other documents designated by the Company.

During the rental period, the Renter must properly safeguard the above documents and must not lose, soil, remove without authorization, transfer to a third party, photograph for improper use, or use them for any purpose outside this Agreement.

If the Renter or any accompanying person intentionally, negligently, or through improper management causes any such document to be lost, damaged, misused, or require reissuance, the Company may claim compensation based on the Rate Schedule, actual reissuance cost, administrative charge, and all resulting actual losses.

Article 11 (Company's Right to Refuse Rental and Vehicle Delivery)

1. [Refusal of Rental and Vehicle Delivery]

For public safety and risk-management reasons, if the Renter or a registered driver falls within any of the following circumstances at the time of booking or collection, the Company may immediately and unilaterally refuse delivery of the vehicle and cancel the Agreement without refund of any amounts already paid:

- (1) [Adverse Rental Record] A past record with the Company or another rental-car company of failure to return a vehicle on time, unpaid illegal-parking penalties, unpaid vehicle-damage repair costs, or unpaid loss of use (NOC).
- (2) [Inappropriate Conduct or Risk of Non-Compliance] Verbal violence, coercion, intimidation, or insulting conduct toward the Company's staff at collection, or clear indications that the person may not honestly comply with this Agreement.
- (3) [Unfit Driving Condition] Smell of alcohol, apparent impairment by drugs or medication, or a mental state clearly unsuitable for safe driving.
- (4) [Unauthorized Pets or Breach of Collection Rules] Bringing an unauthorized pet or engaging in any other conduct that breaches the Company's collection rules.

Chapter 5: Vehicle Use and Restrictions

Article 12 (Renter Obligations, Duty of Due Care and Safe Use)

1. [Duty of Due Care of a Prudent Manager]

During the rental period, the Renter owes a duty of due care of a prudent manager in relation to the Rental Vehicle, in-vehicle equipment, additional equipment, camping equipment, and all use by the Renter, registered drivers, accompanying passengers, accompanying persons, and third parties.

The Renter must use, keep, and manage the Rental Vehicle and all additional equipment in a reasonable, prudent, safe, lawful manner that does not disturb third parties or harm the Company's reputation.

The Renter must avoid any conduct that may lead to traffic accidents, vehicle damage, personal injury or death, third-party claims, complaints from site managers, disturbance to nearby residents, administrative sanctions, social disputes, or harm to the Company's reputation. The Renter must also ensure that all registered drivers, accompanying passengers, and accompanying persons comply with this Agreement, the Company's instructions, Japanese laws, traffic rules, site rules, and general public order.

2. [Daily Inspection and Safety Confirmation]

Before driving each day and before using additional equipment, the Renter must check the safety condition of the vehicle, tires, fuel level, warning lights, vehicle exterior, camping equipment, roof rack, rooftop tent, ladder, and all other additional equipment. If any abnormality, damage, looseness, operating difficulty, or other condition that may affect safety is found, the Renter must immediately stop use and contact the Company.

3. [Safety, Environment and Third-Party Responsibility]

When using the vehicle, the Renter must independently safeguard the safety and interests of the Renter, accompanying persons, third parties, nearby residents, site managers, and surrounding users, and must not create danger, nuisance, noise, odour, fire risk, obstruction, property damage, public-order issues, or harm to the Company's reputation.

4. [Restrictions on Parking, Camping and Deployment of Equipment]

The Renter must not park, camp, deploy a rooftop tent, set up camping equipment, cook, or remain for an extended period in no-parking, no-camping, private, residential-frontage, commercial-facility parking, roadway, park, riverbed, beach, forest, fire lane, unapproved-by-manager, or other unsuitable locations.

5. [Outdoor Activities and Use Risks]

When using camping equipment, rooftop tents, ladders, cooking equipment, or other additional equipment, the Renter shall bear the risks of outdoor activities and use, including but not limited to falls from height, pinching injuries, slips, strong winds, rain or snow, lightning, uneven ground, fire hazards, inadequate nighttime visibility, and risks associated with children's use.

6. [Safekeeping and Return of Additional Equipment]

The Renter must properly safeguard all additional equipment and return it complete at vehicle return. If any item is lost, damaged, seriously soiled, odorous, cracked, deformed, missing components, or unable to be used normally, the Renter must compensate the Company in accordance with the Rate Schedule, Booking Confirmation, Vehicle Details Sheet, or actual repair/replacement cost.

7. [Company Disclaimer]

The Company provides the vehicle and additional equipment solely for normal, safe, and lawful use by the Renter during the rental period. Except for the Company's intentional conduct or gross negligence, the Company shall not be liable for personal injury or death, property loss, outdoor-activity risks, third-party claims, complaints from site managers, or any other loss arising from the Renter's or accompanying persons' use, operation, transport, installation, removal, safekeeping, or management of such additional equipment.

Article 13 (Prohibited Acts and Material Breaches)

1. [Prohibited Acts and Consequences of Breach]

During the rental period, the Renter is strictly prohibited from using the Rental Vehicle, additional equipment, or camping equipment for the following purposes or engaging in any of the following acts. Upon breach, the Company may immediately terminate this Agreement, compulsorily recover the vehicle, refuse to continue providing services, and pursue all compensation liability against the Renter in accordance with law. The related insurance, Basic Plan, Full Support Plan, deductible waiver, NOC waiver, and other protection arrangements may also not apply.

- (1) [Paid Passenger Transportation, Goods Transport and Illegal Uses]
- (2) [Subleasing, Lending and Unregistered Driving]
- (3) [Drink Driving, Drugs, Unlicensed Driving or Unfit Driving Condition]
- (4) [Traffic-Law Violations and Dangerous Driving]
- (5) [Racing, Drifting, Track Use and Vehicle Testing]
- (6) [Non-Standard Roads, Prohibited Areas and High-Risk Environments]
- (7) [Improper Parking, Camping and Nuisance Conduct]
- (8) [Obstruction or Harassment of Third Parties and Environmental Users]
- (9) [Breach of Duty of Due Care of a Prudent Manager]
- (10) [Unauthorized Modification, Dismantling, Repair or Parts Replacement]
- (11) [Interference with Safety Equipment, GPS or Dash Camera]
- (12) [Incorrect Fuel and Negligent Vehicle Management]
- (13) [Vehicle Interior, No-Smoking Rule and Non-Accident Damage]
- (14) [Failure to Perform Obligations After an Accident]
- (15) [Private Settlement or Admission of Liability]
- (16) [Late Return, Unauthorized Extension or Abandonment of Vehicle]
- (17) [Other Breaches of this Agreement or Company Instructions]

Any other act that breaches this Agreement, the Booking Confirmation, Rate Schedule, Vehicle Details Sheet, the Company's prior or subsequent instructions, Japanese laws, traffic rules, site rules, public order, or good morals.

Chapter 6: Vehicle Return and Changes

Article 14 (Return Time, Return Location and Full-Tank Requirement)

1. [Return Procedures]

The Renter must return the vehicle to the specified return location within the agreed return time. At return, the Company's staff shall reinspect the vehicle condition and the Renter must participate in the confirmation.

2. [Full-Tank Requirement]

The vehicle is delivered with a full tank. On return, the Renter must fully refuel the vehicle using the correct fuel type specified for the vehicle, including Regular petrol, high-octane petrol, or diesel. If the tank is not full, the Company shall charge fuel costs based on the distance travelled and the Company's designated conversion rate.

Article 15 (Special Cleaning and Odour-Removal Charges)

1. [Special Cleaning and Odour-Removal Charges]

The interior must be kept reasonably clean at return. If, on return, the Company's staff finds severe soiling, a large amount of sand or gravel, extensive animal hair, unusual or strong odours, including but not limited to strong food odours not caused by smoking, pet odours, vomit, or spilled drinks, the Renter must pay special cleaning and odour-removal charges of not less than JPY 50,000.

Article 16 (Rental Extension and Late Return)

1. [Extension Request]

If the Renter wishes to extend the rental period, the Renter must apply to the Company at least 6 hours before the original scheduled return time and obtain the Company's confirmation. Whether an extension is approved shall depend on subsequent bookings for the vehicle and the Company's operational arrangements.

2. [Charges for Approved Extensions]

If the Company approves an extension, the Renter must pay the rental charge, protection-plan charges, and other related charges arising from the extended rental period in accordance with the charging method stated in the Company's Rate Schedule, Booking Confirmation, quotation, or Vehicle Details Sheet.

If the rental charge recalculated based on the total extended rental period is lower than the original rental charge plus the charge for the excess period, the lower amount shall apply.

3. [Late Return Without Approval]

If the Renter returns the vehicle after the original scheduled return time without obtaining the Company's prior confirmation, the Renter must, in addition to the charges for the extended rental period, protection plan, and other related charges under the preceding paragraph, pay an unauthorized late-return fee of JPY 2,000 per hour. Any fraction of an hour shall be counted as one hour.

4. [Protection During Unauthorized Late-Return Period]

During an unauthorized late-return period, the Basic Plan, Full Support Plan, deductible waiver, NOC waiver, and all other protection arrangements provided by the Company shall not apply. The Renter shall bear full compensation and legal liability for any traffic accident, vehicle damage, property loss, third-party claim, or other related cost arising during that period.

5. [Early Return]

If the Renter returns the vehicle early during the rental period for personal reasons, the base rental charge, protection-plan charge, and other daily charges already paid shall not be refunded on a pro-rata basis, unless otherwise agreed by the Company.

Chapter 7: Emergency Response to Accidents, Breakdowns and Theft

Article 17 (On-Site Response to Accidents and Breakdowns)

1. [On-Site Handling of Accidents and Breakdowns]

If the Rental Vehicle is involved in a traffic accident, is maliciously damaged, or suffers a sudden breakdown, the Renter and driver must remain calm and strictly follow these emergency steps:

- (1) [Scene Safety Measures] Immediately move the vehicle to a safe location, turn on the hazard lights, and place a warning triangle.
- (2) [Assistance for Injured Persons] If any passenger is injured, immediately call 119 for an ambulance.

- (3) [Police Report and Statement] Immediately call 110 to report to the police and cooperate in preparation of a police statement.
- (4) [Notice to the Company] Immediately contact the Company's customer service to report the situation at the scene and follow its instructions. The Renter must not privately settle with the other party; otherwise, the relevant insurance and protection arrangements may not apply.

2. [Accident Report and Submission of Information]

After a traffic accident, vehicle damage, third-party claim, personal injury, theft, breakdown, or other event that may involve insurance claims or legal liability, the Renter or registered driver must, within 24 hours or within the deadline specified by the Company, submit the accident report, scene photographs, information about the other vehicle and parties, police filing information, accident certificate, documents required by the insurer, and other reasonably required materials as requested by the Company.

If the Renter fails to submit the required information by the specified deadline, or submits false, incomplete, or misleading information, such that the Company or insurer cannot confirm the facts of the accident, fault ratio, extent of damage, or eligibility for insurance payment, the Basic Plan, Full Support Plan, deductible waiver, NOC waiver, and all other protection arrangements provided by the Company may not apply, and the Renter shall bear all resulting responsibilities and costs.

3. [Use of Evidence Materials]

The Renter agrees that accident reports, handover records, vehicle photographs, repair estimates, police documents, insurer documents, GPS data, dash-camera footage, communication records, payment records, and any other materials related to the rental, accident, breach, or fee claim may be used as formal evidence by the Company for insurance claims, cost recovery, dispute resolution, legal proceedings, and administrative proceedings.

Article 18 (Replacement Vehicle Arrangement for Non-Accident Mechanical Breakdowns)

1. [Geographically Limited Commitment]

During the rental period, if the vehicle suffers a purely mechanical breakdown not caused by the Renter's intentional conduct, gross negligence, or a traffic accident, including but not limited to alternator failure or non-human-caused engine oil leakage, and the breakdown occurs within the "Tokyo and Three Prefectures" area, namely Tokyo, Chiba, Kanagawa, or Saitama, the Company shall use reasonable efforts, subject to its actual operations and vehicle availability, to arrange delivery of a replacement vehicle within 24 hours after receiving notice.

2. [Support Outside Tokyo and the Three Prefectures]

If the foregoing purely mechanical breakdown occurs in another prefecture or city in Japan outside the Tokyo and Three Prefectures area, the Company shall use reasonable efforts to provide remote assistance and arrange a local repair facility or towing support.

Article 19 (Compensation for Vehicle Theft)

1. [Theft Handling and Compensation]

If the vehicle is stolen during the rental period, the Renter must immediately report the theft to the police and notify the Company. If an investigation finds that the theft resulted from the Renter's negligence, such as leaving the engine running, leaving the keys in the vehicle, failing to lock the doors, losing the keys, or leaving the keys in a conspicuous place, the insurer may deny coverage and the Renter must compensate the Company in full for the vehicle's market value and loss of use.

Chapter 8: Payment, Deposits and Miscellaneous

Article 20 (Payment, Rate Schedule and Additional Charges)

1. [Payment Obligations]

The Renter must pay the rental charge, protection-plan charge, additional-equipment charge, vehicle delivery / return charge, after-hours service charge, security deposit, and all other related charges by the deadline specified in the Booking Confirmation, quotation, Vehicle Details Sheet, or payment notice designated by the Company.

2. [Rate Schedule and Charging Basis]

Vehicle rental charges, Hourly Rates, 6 Hour Rates, Daily Rates, protection-plan charges, NOC, vehicle delivery / return charges, additional-equipment charges, camping-equipment charges, cleaning charges, pet accompaniment charges, overtime charges, deposits, and all other charges shall be determined in accordance with the Company's then-current Rate Schedule, website, quotation, Booking Confirmation, or attachments.

3. [Additional Equipment and Service Charges]

If the Renter separately rents an ETC Card, child safety seat, booster seat, infant safety seat, snow tires, Wi-Fi, camping equipment, winter camping equipment, roof rack, roof box, pet accompaniment service, baggage delivery, or any other additional equipment or service, the Renter must pay the applicable charge under the Rate Schedule.

4. [Camping and Additional Equipment Charges]

The rental of camping equipment, winter camping equipment, and other additional equipment shall be charged in accordance with the Rate Schedule, Booking Confirmation, or Vehicle Details Sheet. If the Rate Schedule states that a separate cleaning charge is payable for camping equipment, the Renter must also pay that cleaning charge. The Renter must properly safeguard and return all camping equipment and additional equipment complete. If any item is lost, damaged, seriously soiled, odorous, cracked, deformed, missing components, unable to be used normally, or requires additional cleaning, repair, or replacement, the Renter must compensate the Company based on the Rate Schedule or the actual cleaning, repair, or replacement cost.

5. [Actual-Use Differences and Additional Charges]

If the actual use, vehicle condition at return, delivery or return location, overtime, or use of additional equipment differs from the original booking details, the Company may charge the Renter additional amounts at return or after the end of the rental period in accordance with the Rate Schedule and the actual circumstances.

6. [Retrospective Recovery and Additional Claims for Charges]

If, after vehicle return, the Company discovers unpaid charges, damage to the vehicle or additional equipment, illegal parking, traffic violations, cleaning charges, fuel shortfalls, roadside-assistance charges, towing charges, storage charges, loss of use (NOC), third-party claims, insurer recourse claims, administrative charges, or any other costs arising from the Renter's use of the vehicle or additional equipment, the Company may retrospectively recover and additionally claim the relevant charges from the Renter within 30 days after return.

If the relevant charge or violation is discovered after return by the Company, police, an administrative authority, insurer, parking facility operator, toll-road operator, or a third party, the Company may retrospectively recover and additionally claim the relevant charge from the Renter within 15 days after discovering the violation or the fact giving rise to the charge.

7. [Outstanding Charges and Payment Authorization]

If, after the rental period ends, the Renter still owes any unpaid amount, additional charge, compensation, contractual penalty, administrative charge, or other amount payable, the Company may first deduct the relevant amount from the deposit, credit-card pre-authorization, or other funds held in reserve that the Renter has paid or authorized.

If the deposit or pre-authorized amount is insufficient, the Renter agrees that the Company may charge the Renter's credit card, payment method, or other authorized payment channel registered at booking, payment, or collection for the outstanding amount. If payment is unsuccessful, the Renter must pay all outstanding amounts by the method and deadline specified by the Company after receiving notice.

When making a claim for the above charges, the Company may provide the Renter with relevant itemized details, supporting documents, photographs, repair estimates, the Rate Schedule, third-party claim documents, or other reasonable materials as supporting grounds.

Article 21 (Dedicated Deposit for Designated Vehicles)

1. [Payment of Dedicated Deposit]

For certain premium sports cars, classic vehicles, high-performance vehicles, or other Designated Vehicles identified by the Company, the Renter must, at collection, pay the dedicated deposit in the amount stated in the Booking Confirmation, Vehicle Details Sheet, or Rate Schedule, by credit-card pre-authorization, card payment, or cash.

2. [Deposit Amount]

Unless otherwise stated in the Booking Confirmation, Vehicle Details Sheet, or Rate Schedule, the dedicated deposit for a Sport Car / Performance Car shall be JPY 100,000.

3. [Refund of Deposit or Release of Pre-Authorization]

The deposit shall be refunded in full or the pre-authorization released within the period specified by the Company after the vehicle is returned intact, it is confirmed that there is no new exterior damage, no additional equipment is lost or damaged, there are no illegal-parking penalties, no charges remain unpaid, and no breach of this Agreement has occurred.

4. [Deduction from Deposit and Recovery of Shortfall]

If the Renter has unpaid charges, vehicle or additional-equipment damage, lost items, illegal-parking penalties, cleaning charges, overtime charges, loss of use (NOC), or any other amount payable, the Company may deduct the relevant amount from the deposit. If the deposit is insufficient, the Company may still recover the balance from the Renter.

Article 22 (Disposition of Left Property and Disclaimer)

1. [Responsibility to Check for Left Property]

At return, the Renter and passengers are responsible for thoroughly checking and removing all personal property from the vehicle. After the vehicle handover inspection is completed, the Company shall not be legally responsible for the safekeeping, condition, or damage of any property found in the vehicle.

2. [Safekeeping and Disposal of Left Property]

If the Company's staff finds left property in the vehicle, the Company shall temporarily keep it for 7 days. If no person claims it by then, the Company shall treat it as unclaimed property and dispose of it in accordance with law. If the Renter asks the Company to return left property by post or courier, all packaging, postage, courier, and administrative charges shall be borne in full by the Renter.

Chapter 9: Collection of Personal Information and Privacy Terms

Article 23 (Lawful Collection and Purposes of Use of Personal Information)

1. [Collection of Personal Information]

The Renter and registered drivers expressly acknowledge and agree that, in accordance with Japan's Act on the Protection of Personal Information, relevant Ministry of Land, Infrastructure, Transport and Tourism notices, and other applicable laws, the Company will collect personal information of the Renter and all drivers, including but not limited to name, sex, date of birth, telephone number, address, email address, passport number, driver's-license number, credit-card information, and copies of identity documents.

2. [Purposes of Use of Personal Information]

The lawful purposes for which the Company collects and uses the above personal information are as follows:

- (1) [Statutory Performance Obligations] To prepare Rental Certificates and Rental Ledgers in accordance with law, and to fulfil the statutory reporting, management, and record-retention obligations imposed on automobile rental operators by Japan's Ministry of Land, Infrastructure, Transport and Tourism.
- (2) [Eligibility Review and Identity Verification] To review driving eligibility, verify identity, assess creditworthiness at collection, and determine whether to enter into or continue performing this Agreement.
- (3) [Vehicle Safety Management and Route Tracking] To use the GPS tracking system, dash camera, and in-vehicle diagnostic system (DCM) installed in the vehicle to monitor the vehicle's location, travel route, and safety condition in real time, for the protection of property, determination of accident liability, and performance of this Agreement.
- (4) [After-Sales Service and Promotion] To send the Renter information on new vehicles, promotional campaigns, customer satisfaction surveys, and similar communications. The Renter may notify the Company at any time to stop receiving such marketing communications.
- (5) [Anonymous Statistical Analysis] To conduct de-identified (anonymized) statistical analysis in order to optimize fleet allocation and improve service quality.

Article 24 (Third-Party Disclosure, Law-Enforcement Inquiries and Blacklist Reporting)

1. [Disclosure Concerning Illegal Parking and Unlawful Conduct]

- (1) [Renter's Handling Responsibility] If illegal parking, a parking violation notice, speeding, a traffic-rule violation, or another traffic violation occurs in relation to the Rental Vehicle during the rental period, the Renter and registered drivers are responsible for handling it themselves and shall bear all resulting fines, penalty charges, parking violation charges, administrative charges, towing charges, storage charges, and other related costs.
- (2) [Payment and Submission of Proof] If the Renter receives notice from the police, an administrative authority, or the Company concerning illegal parking or a traffic violation, the Renter must promptly attend the designated police station or authority as required, pay the relevant fine, penalty, or parking violation charge, and submit proof of completion and the receipt to the Company at return.
- (3) [Payment on the Renter's Behalf and Recovery] If the Renter fails to submit proof of completion and the receipt at return, or the Company is subsequently required to pay a parking violation charge, fine, administrative charge, or other related cost because of the Renter's illegal parking or traffic violation, the Company may pay it

on the Renter's behalf and recover the full amount together with the relevant administrative charge from the Renter.

- (4) [Refusal to Deal With or Pay; Delinquency] If the Renter refuses to deal with, refuses to pay, or maliciously delays payment of any amount related to illegal parking or a traffic violation, the Company may recover the amount from the Renter under this Agreement, the Rate Schedule, and applicable law, and may, to the extent permitted by law, association rules, and the Company's membership eligibility, report the relevant information to lawful information-management systems, relevant authorities, or third-party debt recovery agencies.
- (5) [Compensation Liability] If illegal parking, a traffic violation, unpaid fines, or failure to complete the required procedures by the Renter or a registered driver causes the Company to incur any cost, sanction, administrative burden, loss of use, or third-party claim, the Renter shall compensate the Company in full.

2. [Outstanding Charges and Debt Recovery]

If, at return or after the rental period ends, the Renter has not paid overtime charges, additional charges, fuel shortfalls, special cleaning charges, parking violation charges advanced by the Company, or loss of use (NOC), the Company may disclose the Renter's personal information and record of indebtedness to lawful professional third-party debt recovery companies, law firms, credit-card issuers, and toll-road operators, including entities recovering unpaid ETC tolls, for legal recovery purposes.

3. [Reporting of Malicious Breaches to Blacklist Systems]

The Renter expressly agrees that, if any of the following malicious breach circumstances occurs, the Company may, to the extent permitted by law, association rules, and the Company's membership eligibility, report and register the personal information of the Renter and driver, such as names, dates of birth, driver's-license numbers, and passport numbers, with the information-management system (NPS) of the Japan Car Rental Association (全国レンタカー協会) or another lawful information-management system:

- (1) Refusal to pay fines arising from illegal parking, or refusal to reimburse the Company for parking violation charges advanced by the Company.
- (2) Failure to return the vehicle when due, loss of contact during the rental period, or malicious abandonment of the vehicle.
- (3) Malicious non-payment of vehicle-damage repair costs or loss of use (NOC).

4. [Effect of Registration]

The Renter acknowledges and agrees that, once lawfully registered in the relevant information-management system, automobile rental operators throughout Japan that participate in that system may lawfully refuse to provide rental car services to the Renter in future screening processes.

Article 25 (Consent to Access and Use Data from In-Vehicle Equipment)

1. [Ownership and Management of Data]

Electronic data recorded by the in-vehicle GPS tracking system and dash camera, including travel routes, vehicle speed, time, hard-braking data, and in-vehicle and exterior audio and video footage, are owned and managed by the Company.

2. [Access, Use and Disclosure of Data]

The Renter and driver agree that, upon the occurrence of any of the following circumstances, the Company may access, retain, use, or disclose such data as evidence to third parties, including but not limited to insurers, lawyers, police, and courts. The Renter shall not bring any claim against the Company on the ground of an alleged infringement of privacy or data-protection rights:

- (1) [Accident and Insurance Claim] A traffic accident, vehicle damage, or passenger injury occurs and it is necessary to clarify liability, evaluate driving conduct, or process an insurance claim.
- (2) [Theft, Failure to Return and Serious Breach] The vehicle is suspected of being stolen or has not been returned when due, or the Company reasonably suspects, based on backend data, that the Renter has engaged in serious breach-related driving conduct, including interference with tracking equipment, entry into prohibited routes, unauthorized modification, or subleasing to a third party, and it is necessary to locate the vehicle.
- (3) [Statutory Investigation] It is necessary to cooperate with a lawful investigation by the police, fire department, customs, or judicial authority concerning a criminal, civil, or traffic matter.

3. [Retention Period]

Dash-camera footage and data shall, in principle, be retained for 90 days. If such data relates to an insurance claim, unresolved dispute, breach of this Agreement, or police investigation, the Company may extend the retention period until the matter is fully concluded.

Chapter 10: Governing Law and Dispute Resolution

Article 26 (Governing Law and Exclusive Jurisdiction)

1. [Governing Law]

The formation, validity, performance, and interpretation of this Agreement, and all legal disputes arising from or relating to it, including disputes concerning privacy and personal information, shall be governed exclusively by the laws of Japan.

2. [Exclusive Jurisdiction]

For all litigation, disputes, or controversies arising from this Agreement, the parties agree that the Chiba District Court in Japan, having jurisdiction over the location of the Company's head office, shall be the exclusive court of first instance.

3. [Language Versions and Governing Interpretation]

This Agreement is also available in Chinese and English translations for reference. In the event of any discrepancy, inconsistency, or conflict in wording or interpretation, the meaning and interpretation of the original Japanese text shall prevail.