

Times CAR RENTAL Terms and Conditions:

Comparison of New vs. Old Terms and Conditions (revised December 1, 2022)

【Previous Text】	【New Text】
<p>Article 1: Application of Agreement 1.~ 3. (Omitted)</p> <p>4. (Newly established)</p>	<p>Article 1: Application of Agreement 1.~ 3. (The Terms and Conditions now in force)</p> <p><u>4. The provisions of the Agreement in the Japanese language shall take precedence in the event of any conflict between this Agreement and the Agreement in Japanese.</u></p>
<p>Article 7: Concluding a Rental Agreement 1. Pursuant to 2 (10) and (11) of the Basic Instructions Concerning Rental Vehicles (National Passenger Car No. 48, July 1, 2019) issued by the competent authority, the Company is required to state the driver's name, address, type of driver's license, and driver's license number on the rental ledger (rent payment stub) and the rental certificate as provided for in paragraph 1 of Article 9, or affix a copy of the driver's driving license; thus, when concluding the Rental Agreement, the Company shall request that the Renter present and submit a copy of the driver's license of the Renter or the driver designated by the Renter (hereinafter referred to as "Driver") with which the Renter and the Driver shall comply. The copy of the driver's license and all other documents submitted by the Renter or the Driver at the time when the Rental Agreement is concluded shall not be returned to them by the Company for any reason.</p>	<p>Article 7: Concluding a Rental Agreement 1. Pursuant to the Basic Instructions Concerning Rental Vehicles (<u>Passenger Car No. 138, June 13, 1995</u>) issued by the competent authority, the Company is required to state the driver's name, address, type of driver's license, and driver's license number on the rental ledger (rent payment stub) and the rental certificate as provided for in paragraph 1 of Article 9, or affix a copy of the driver's driving license; thus, when concluding the Rental Agreement, the Company shall request that the Renter present and submit a copy of the driver's license of the Renter or the driver designated by the Renter (hereinafter referred to as "Driver") with which the Renter and the Driver shall comply. The copy of the driver's license and all other documents submitted by the Renter or the Driver at the time when the Rental Agreement is concluded shall not be returned to them by the Company for any reason.</p>
<p>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;</p>	<p>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, <u>or the Renter or the Driver does not possess a driver's license of the class, conditions, and other requirements specified by the Company;</u></p>
<p>Article 22: Prohibited Acts (1) ~ (11) (Omitted)</p>	<p>Article 22: Prohibited Acts (1) ~ (11) (The Terms and Conditions now in force)</p> <p><u>(12) Reckless driving (including but not limited to erratic driving, sudden acceleration, and unnecessary sudden stopping and not necessarily in violation of traffic laws), improper parking (whether on public or private land), and other acts causing impediments to the safety of traffic or the surrounding environment.</u></p>
<p>Article 25: Compensation 1. The Company shall pay the Renter, within the following limits, the compensation for damages borne by the Renter for an accident during use as provided for in paragraph 2 of the preceding Article in accordance with the insurance agreement</p>	<p>Article 25: Compensation 1. The Company shall pay the Renter, within the following limits, the compensation for damages borne by the Renter for <u>a vehicle-related</u> accident during use as provided for in paragraph 2 of the preceding Article in accordance with the</p>

concluded with regard to the Rental Car and the compensation system prescribed by the Company.

insurance agreement concluded with regard to the Rental Car and the compensation system prescribed by the Company.

Article 36: Purposes of Handling of Personal Information

Article 36: (Handling of Personal Information)

1. The Company shall use the Renter's or the Driver's personal information acquired from the Renter and information obtained from use of the Service by the Renter or the Driver (hereinafter referred to as "Usage Information") 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 (However, when a joint user handles information on the Renter or the Driver for the joint use of information as described in Paragraph 3, this refers to use within the scope necessary for the content of the contract with the Renter or the Driver and execution thereof);

(2) ~ (5) (Omitted)

2. The Company shall not provide personal information that it has collected to any third party, except in the following cases:

(1) When the individual concerned by the personal information (i.e., the Renter or the Driver) has consented to such provision.

(2) When required under laws or regulations.

(3) When necessary to protect human life, health, or property, and it would be difficult to obtain the consent of the individual concerned.

(4) When there is a particular need to do so for purposes of contributing to the public health or promoting the sound rearing of children, and it would be difficult to obtain the consent of the individual concerned.

(5) When it is necessary to cooperate in the performance by a national or local government agency or a party entrusted with authority by such an agency of activities prescribed by laws or regulations and obtaining the consent of the individual concerned could impede the execution of such activities.

(6) When entrusting such information to third parties within the scope necessary to achieve the purposes of use.

(7) In cases involving succession of business due to a merger or other reason.

(8) In the cases described under Paragraphs 3 to 8.

1. Party collecting personal information: TIMES MOBILITY CO., Ltd.

2. Party responsible for management of personal information: PARK24 GROUP Privacy Committee (Secretariat)

<Contact> E-mail: kojinjoho@park24.co.jp

3. The Company shall use the Renter's or the Driver's personal information acquired from the Renter and information obtained from use of the Service by the Renter or the Driver (hereinafter referred to as "Usage Information") for the purposes provided in the following items.

(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 (However, when a joint user handles information on the Renter or the Driver for the joint use of information as described in in Paragraph 8, this refers to use within the scope necessary for the content of the contract with the Renter or the Driver and execution thereof);

(2) ~ (5) (The Terms and Conditions now in force)

4. The Company shall not provide personal information or information on usage to any third party, except in the following cases, or when it has obtained the consent of the individual concerned or as authorized by laws or regulations:

(1) Purposes of provision to third parties

To provide information on relevant users to expressway operating companies in the cases described in paragraph 5 of Article 10

(2) Items of personal information provided

Name, address, telephone no. (and other information requested by expressway operating companies for the purposes described in the preceding paragraph)

(3) Means or method of provision

By post, by fax, orally (by telephone)

(4) Recipients of provision of subject information

Expressway operating companies of facilities used by the Renter or Driver

5. The Company may entrust the personal information it possesses or has collected to third parties within the extent of the purposes of use in Paragraph 3 after implementing the appropriate protective measures. When entrusting the handling of personal information, the Company shall choose appropriate subcontractors and implement the necessary and appropriate supervisory measures.

6. When the Company has received, from the individual concerned or that individual's agent, a request for (1)

3. The Company may engage in joint use of personal information and Usage Information provided to it. See the Privacy Policy and the policy for the Handling of Personal Information (referred to collectively as "Privacy Policy" hereinafter) published on the Company's website for information concerning joint use.

4. The Company may handle user information by providing it to and sharing it with franchisees who have entered into franchise agreements with the Company. However, such franchisees may handle user information within the scope necessary to achieve the purposes of use under Paragraph 1 only when the Renter or the Driver receives provision of a service related to these Terms of Use.

5. The Company may handle user information by providing it to and sharing it with its partners in Japan and overseas (only when an application for a rental car reservation has been made via such partners). However, such partners may handle user information within the scope necessary to achieve the purposes of use under Paragraph 1 (1) and (2) only when the Renter or the Driver receives provision of a service related to these Terms of Use.

6. 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 (4) of the Road Traffic Act.

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

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

7. 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

notification of the purposes of use, (2) disclosure, (3) correction, (4) addition, (5) partial deletion, (6) suspension of use, (7) full deletion, (8) suspension of provision to third parties, or (9) disclosure of records of provision to third parties regarding the personal information it holds, the Company shall respond in accordance with the guidelines described under the Procedures for Requesting Disclosure of Personal Information.

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

7. The provision of personal information requested by the Company is optional. However, it might not be possible to use all or any of the services the Company provides if personal information is not provided.

8. The Company may engage in joint use of personal information and Usage Information provided to it. See the Privacy Policy and the policy for the Handling of Personal Information (referred to collectively as "Privacy Policy" hereinafter) published on the Company's website (<http://www.timesmobi.co.jp/>) for information concerning joint use.

9. The Company may handle user information by providing it to and sharing it with franchisees who have entered into franchise agreements with the Company. However, such franchisees may handle user information within the scope necessary to achieve the purposes of use under Paragraph 3 only when the Renter or the Driver receives provision of a service related to these Terms of Use.

10. The Company may handle user information by providing it to and sharing it with its partners in Japan and overseas (only when an application for a rental car reservation has been made via such partners). However, such partners may handle user information within the scope necessary to achieve the purposes of use under Paragraph 3 (1) and (2) only when the Renter or the Driver receives provision of a service related to these Terms of Use.

11. If any of the following items apply, the Renter or the Driver shall agree that personal information, including the name, date of birth, driver's license number, and other information of the Renter or the Driver shall be registered for a period not exceeding seven (7) years in the All Japan Rent-a-Car Association System, and that such personal information shall be used in investigations by the All Japan Rent-a-Car Association and its various affiliated regional car rental associations, as well as car rental operators who are members of such associations, when entering into rental agreements. When the Company has been ordered to pay the abandonment fine provided in Article 51-4 (4) of the Road Traffic Act.

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

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

12. Information (hereinafter referred to as "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

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, dashcam, 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)

8. The Company may provide personal information provided to it to third parties as described below.

(1) Purposes of provision to third parties

To provide information on relevant users to expressway operating companies in the cases described in paragraph 5 of Article 10

(2) Items of personal information provided

Name, address, telephone no. (and other information requested by expressway operating companies for the purposes described in the preceding paragraph)

(3) Means or method of provision

By post, by fax, orally (by telephone)

(4) Recipients of provision of subject information

Expressway operating companies of facilities used by the Renter or Driver

9. In addition to those provided for in this article, the Company's initiatives for protecting personal information shall be as stipulated in the Privacy Policy published on the Company's website. The provisions of the Privacy Policy shall take precedence in the event of any conflict or inconsistency between this Agreement and the Privacy Policy.

Article 37: GPS Function

1. (Omitted)

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 the Company and the people involved in the accident or problem)

(2) Cases falling under Paragraph 2 of Article 36

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, dashcam, recorded information of devices installed in the vehicle, etc.

(2) Purpose of use

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

(3) Receiving parties

PARK24 GROUP, PARK24 GROUP business partners, research institution

(4) Means of provision

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

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

Article 37: GPS Function

1. (The Terms and Conditions now in force)

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 the Company and the people involved in the accident or problem)

(2) Cases falling under Paragraph 4 of Article 36

<p>Article 38: Dash Cam</p> <p>1. (Omitted)</p> <p>2. Information recorded with the dash cam may be disclosed to third parties in the following cases:</p> <p>(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 the Company and the people involved in the accident or problem)</p> <p>(2) Cases falling under Paragraph 2 of Article 36</p>	<p>Article 38: Dash Cam</p> <p>1. (The Terms and Conditions now in force)</p> <p>2. Information recorded with the dash cam may be disclosed to third parties in the following cases:</p> <p>(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 the Company and the people involved in the accident or problem)</p> <p>(2) Cases falling under Paragraph 4 of Article 36</p>
<p>Article 43: Detailed Regulations</p> <p>1. (Omitted)</p> <p>2. When detailed regulations have been prescribed separately, the Company shall display such regulations on its website, price lists, and other materials. The same shall apply when detailed regulations are changed.</p>	<p>Article 43: Detailed Regulations</p> <p>1. (The Terms and Conditions now in force)</p> <p>2. When detailed regulations have been prescribed separately, the Company shall display such regulations on its website (https://rental.timescar.jp/), price lists, and other materials. The same shall apply when detailed regulations are changed.</p>
<p>Article 44: Amendment of Terms & Conditions</p> <p>1. The Company may modify this Agreement and other Terms & Conditions without the prior consent of the Renter by the methods provided for in the following paragraph.</p> <p>2. Modification of this Agreement and other Terms & Conditions shall be made by posting the modifications on our homepage set forth in Paragraph 9 of Article 36 or by notifying the Renter in the appropriate way in light of the modifications.</p> <p>3. Modification of this Agreement and other Terms & Conditions made pursuant to the preceding paragraph shall become effective on the effective date posted on our homepage or specified in the appropriate way of notice mentioned in the preceding paragraph.</p>	<p>Article 44: Amendment of Terms & Conditions</p> <p>1. The Company may modify this Agreement and other Terms & Conditions without the prior consent of the Renter by the methods provided for in the following paragraph.</p> <p>2. Modification of this Agreement and other Terms & Conditions shall be made by posting the modifications on our homepage set forth in Paragraph 2 of Article 43 or by notifying the Renter in the appropriate way in light of the modifications.</p> <p>3. Modification of this Agreement and other Terms & Conditions made pursuant to the preceding paragraph shall become effective on the effective date posted on our homepage or specified in the appropriate way of notice mentioned in the preceding paragraph.</p>
<p>Article 45: Granting of Power of Attorney</p> <p>1. (Omitted)</p> <p>2. When the Company grants the power of attorney to the Renter, the scope of such power of attorney shall be as stipulated in this Agreement or on the website described in Paragraph 9 of Article 36. The Renter may act on the Company's behalf within the scope of the power of attorney granted to the Renter.</p>	<p>Article 45: Granting of Power of Attorney</p> <p>1. (The Terms and Conditions now in force)</p> <p>2. When the Company grants the power of attorney to the Renter, the scope of such power of attorney shall be as stipulated in this Agreement or on the website described in Paragraph 2 of Article 43. The Renter may act on the Company's behalf within the scope of the power of attorney granted to the Renter.</p>
<p>(Newly established)</p>	<p>Article 46: Financial Obligations of the Company</p> <p>1. If the Company bears any financial obligations to the Renter, then it shall fulfill them through the method of funds transfer to the financial institution account specified by the Renter, except as agreed otherwise.</p> <p>2. If the obligations described in the preceding paragraph were caused by intentional acts or negligence on the part of the Renter, then the Renter shall bear the cost of the funds transfer charges.</p>

Article 47: Use of Electric Vehicles

1. (Omitted)

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.~ 4. (Omitted)

5. When returning the Electric Vehicle, the Renter and the Driver shall follow the provisions in Article 32 and Article 34 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 because of an undercharge, the Renter shall be held liable, and the Renter and the Driver shall bear the towing fees and all expenses required to return the Electric Vehicle to the designated place.

Article 48: Use of Electric Vehicles

1. (The Terms and Conditions now in force)

2. The Renter and the Driver shall agree beforehand that the Electric Vehicle is not necessarily fully charged at the time of rental; and the Renter and the Driver shall charge it through a method specified by the Company in such a case and as necessary during the rental, and the time required for charging shall be included in the chargeable time.

3.~ 4. (The Terms and Conditions now in force)

5. When returning the Electric Vehicle, the Renter and the Driver shall follow the provisions in Article 32 and Article 34 and return it through the method specified by the Company. If the Renter or the Driver returns the Electric Vehicle through a method other than as specified by the Company, the Renter and the Driver shall be pay for the required fees and damages in case a subsequent rental problem occurs.

6. The Renter and the Driver shall be aware in advance that mileage varies depending on the method of driving, driving conditions, and the use of equipment that requires electric power, such as the air conditioner and the car navigation system.

7. If, during use, the Electric Vehicle cannot be used because of an undercharge, the Renter shall be held liable, and the Renter and the Driver shall bear the towing fees and all expenses required to return the Electric Vehicle to the designated place.