

Times CAR RENTAL Terms and Conditions:

Comparison of New vs. Old Terms and Conditions (revised June 1, 2023)

[Previous Text]	[New Text]
<p>Article 1: Application of Agreement</p> <p>1. TIMES MOBILITY CO., LTD. (hereinafter referred to as the "Company") shall rent out a vehicle (hereinafter referred to as "Rental Car") to the Renter, and the Renter shall rent the Rental Car from the Company, all in accordance with the provisions in this Agreement. Matters not provided for in this Agreement shall be governed by relevant laws and regulations, and common practice.</p>	<p>Article 1: Application of Agreement</p> <p>1. TIMES MOBILITY CO., LTD. (hereinafter referred to as the "Company") shall provide a <u>service (hereinafter "Service")</u> through which it rents out a vehicle (hereinafter referred to as "Rental Car") to the Renter, and the Renter shall rent the Rental Car from the Company in accordance with the provisions in this Agreement. Matters not provided for in this Agreement shall be governed by relevant laws and regulations, and common practice.</p>
<p>Article 22: Prohibited Acts</p> <p>1. The Renter and the Driver shall not engage in the following acts during the rental period.</p> <p>(1)~ (8) (Omitted)</p> <p>(9) Engaging in acts that cause significant trouble to the Company or other renters, such as smoking inside the Rental Car, leaving items in the Rental Car, and defacing the Rental Car;</p> <p>(10)~ (12) (Omitted)</p>	<p>Article 22: Prohibited Acts</p> <p><u>1.</u> The Renter and the Driver shall not engage in the following acts during the rental period:</p> <p>(1)~ (8) (The Terms and Conditions now in force)</p> <p>(9) Engaging in acts that cause significant problems for <u>other users or third parties</u>, such as smoking inside the Rental Car, leaving items in the Rental Car, or defacing the Rental Car;</p> <p>(10)~ (12) (The Terms and Conditions now in force)</p> <p><u>(13) Making unreasonable demands or employing socially unacceptable speech or behavior vis-a-vis the Company (including but not limited to acts directed against the Company or its employees; violence, injury, intimidation, slander, libel, insult, verbal abuse, or invasion of privacy; excessive demands without good reason; and time wasting through persistent complaints)</u></p> <p><u>(14) In addition to the acts above, other acts markedly inconveniencing the Company or impeding its business</u></p> <p><u>2. If it reasonably has determined that the Renter or the Driver has committed an act meeting the descriptions under Subparagraph 13 or 14 of the preceding paragraph, the Company may refuse to respond to any communications, whether made in person, by telephone, by email, in writing, or by other means.</u></p>
<p>Article 36: Handling of Personal Information</p> <p>1.~ 3. (Omitted)</p> <p>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:</p> <p>(1) Purposes of provision to third parties</p> <p>To provide information on relevant users to expressway operating companies in the cases described in paragraph 5 of Article 10</p> <p>(2) Items of personal information provided</p> <p>Name, address, telephone no. (and other information requested by expressway operating companies for the purposes described</p>	<p>Article 36: Handling of Personal Information</p> <p>1.~ 3. (The Terms and Conditions now in force)</p> <p>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:</p> <p>(1) Purposes of provision to third parties</p> <p>To provide information on relevant users to expressway operating companies in the cases described in paragraph 5 of Article 10</p> <p>(2) Items of personal information provided</p> <p>Name, address, telephone no. (and other information requested by expressway operating companies for the purposes described</p>

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.~ 11. (Omitted)

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 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.

Article 37: GPS Function

1. The Renter and the Driver shall unconditionally agree that when the Rental Car is equipped with a Global Positioning System (hereinafter referred to as "GPS Function"), the Rental Car's real-time location, navigation route, and other information are recorded in the system designated by the Company, and that the Company shall use such records (including Usage Information) in the following cases.

(1) To confirm whether the Rental Car has been returned to the designated place at the end of the Rental Agreement;  
(2) Cases falling under paragraph 1 of Article 35; cases where the Company judges that it needs to determine the real-time position, navigation route, and other information of the Rental Car with the GPS Function in order to take responsibility for the Rental Car, Rental Agreement, etc.; and  
(3) Cases where the Company shall use the records for marketing analysis in order to increase the satisfaction of renters, drivers, and other customers, such as for the improvement of commodities and services provided to renters and drivers.

2. Information recorded with the GPS device may be disclosed to third parties in the following cases:  
(1) When it is deemed necessary to resolve an accident or other problems involving our services or the rented vehicle.

in the preceding paragraph)  
(3) Means or method of provision  
By post, by fax, orally (by telephone), provision of digital data  
(4) Recipients of provision of subject information  
Expressway operating companies of facilities used by the Renter or Driver

5.~ 11. (The Terms and Conditions now in force)

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 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, other recorded information of devices installed in the vehicle, etc

Article 37: The Company's handling of usage information

1. The Renter and the Driver shall unconditionally agree that when the Rental Car is equipped with a global positioning system or others in-vehicle equipment (hereinafter referred to as "In-vehicle Equipment"), usage information (information concerning the status of the Rental Car, such as real-time position, routes traveled, time of use, mileage, acceleration/deceleration, and maximin speed, as well as impact detection and control information) is recorded in the system designated by the Company, and that the Company shall use such records (including Usage Information) in the following cases.

(1) To confirm whether the Rental Car has been returned to the designated place at the end of the Rental Agreement  
(2) To check on the Rental Car's status for purposes of operating the Company's Service or ensuring the safety of the Renter or the Driver as judged necessary in cases such as when a serious impact on the Rental Car has been detected  
(3) To provide information to the Renter concerning such matters as acceleration/deceleration and the maximin speed of the Rental Car, to raise awareness of safe driving by the Renter  
(4) Cases falling under paragraph 1 of Article 35 and cases where the Company judges that it needs to determine usage information from In-vehicle Equipment in order to take responsibility for the Rental Car, Rental Agreement  
(5) Cases where the Company shall use the records for marketing analysis in order to increase the satisfaction of renters, drivers, and other customers, such as for the improvement of commodities and services provided to renters and drivers

2. Information recorded by In-vehicle Equipment 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.

<p>(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>3. Information recorded with the GPS shall be saved for a certain period of time (roughly seven years after it was obtained) and then promptly deleted after the end of that period.</p>	<p>(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>3. Information recorded by <u>In-vehicle Equipment</u> shall be saved for a certain period of time (roughly seven years after it was obtained) and then promptly deleted after the end of that period.</p>
<p>Article 42: Acquisition of information on cars by the automobile manufacturer or others</p> <p>1. The Renter or the driver shall accept without objection that manufacturers or others may acquire information on cars as specified below since some of our Rental Cars are equipped with car navigation systems or other in-vehicle equipment of automobile manufacturers, automobile retail companies, or business associates of automobile manufacturers (hereinafter collectively "Automobile Manufacturers").</p> <p>(1) Primary information on cars Information on hours, mileage, and speed of driving, conditions, and location of cars</p> <p>(2) Purpose of use Purposes of use of information shall comply with those prescribed by the Automobile Manufacturers, including purposes to confirm situations in the event of emergency, develop merchandise to be provided by Automobile Manufacturers, control safety, or improve services</p> <p>(3) Acquirer and responsible person of information on cars under this article Automobile Manufacturers</p> <p>(4) Retention period Retention period shall comply with the period prescribed by the Automobile Manufacturers.</p>	<p>Article 42: <u>Handling of usage</u> information by the automobile manufacturer or others</p> <p><u>1.</u> The Renter or the driver shall accept without objection that manufacturers or others may acquire usage information on cars as specified below since some of our Rental Cars are equipped with In-vehicle Equipment of automobile manufacturers, automobile retail companies, or business associates of automobile manufacturers (hereinafter collectively "Automobile Manufacturers").</p> <p>(1) Primary <u>usage</u> information <u>Information on hours, mileage, and speed of driving, conditions, and location of cars, as well as information on the status of the Rental Car, such as impact detection and control information</u></p> <p>(2) Purpose of use Purposes of use of information shall comply with those prescribed by the Automobile Manufacturers, including purposes to confirm situations in the event of emergency, develop merchandise to be provided by Automobile Manufacturers, control safety, or improve services</p> <p>(3) Acquirer and responsible person of <u>usage</u> information under this article Automobile Manufacturers</p> <p>(4) Retention period Retention period shall comply with the period prescribed by the Automobile Manufacturers.</p> <p><u>2. In the following cases, the Company may be provided by the car's manufacturer or other parties with usage information obtained by such parties from In-vehicle Devices and may use such information linked to personal information on the Renter in the Company's possession:</u></p> <p><u>(1) As judged necessary to resolve accidents, problems, or other issues concerning the Service and the Rental Car</u></p> <p><u>(2) For use within the extent necessary to provide the Service</u></p> <p><u>3. Usage information received as described in the preceding paragraph shall be saved for a certain period of time (roughly seven years after it was obtained) and then promptly deleted after the end of that period.</u></p>
<p>Special Provisions for the <u>パーク24 Go Service</u></p> <p>1. (Omitted)</p> <p>2. The <u>パーク24 Go service</u> (hereinafter referred to as "Service") refers to the service where the driver's license of a member is registered upon using a service (hereinafter referred to as "Target Service") among the respective services operated by the companies of the PARK24 GROUP (<a href="https://www.park24.co.jp/en/company/about/group.html">https://www.park24.co.jp/en/company/about/group.html</a>) . It allows members to carry out the procedures for rental and return of a Rental Car of the Company using the Target Service</p>	<p>Special Provisions for the <u>パーク24 Go Service</u></p> <p>1. (The Terms and Conditions now in force)</p> <p>2. The <u>パーク24 Go service</u> (hereinafter referred to as "<u>パーク24 Go</u>") refers to the service where the driver's license of a member is registered upon using a service (hereinafter referred to as "Target Service") among the respective services operated by the companies of the PARK24 GROUP (<a href="https://www.park24.co.jp/en/company/about/group.html">https://www.park24.co.jp/en/company/about/group.html</a>) .It allows members to carry out the procedures for rental and return of a Rental Car of the Company using the Target Service</p>

membership card.

3. In case the Renter uses the Service, notwithstanding the provisions in paragraph 1 of Article 7, the Company shall check the driver's license of the Renter or the Driver by requesting that the Renter or the Driver present their driver's license and submit a copy thereof, or by verifying the information pertaining to the driver's license of the Renter or the Driver as registered in the Target Service. The rental certificate stipulated in Article 9 shall be issued online.

4. When using the Service, the Renter and the Driver may, notwithstanding the provisions in paragraph 1 of Article 32, return the Rental Car even without the presence of our Company, provided that the Company has given its consent.

membership card.

3. In case the Renter uses the [ピット Go](#), notwithstanding the provisions in paragraph 1 of Article 7, the Company shall check the driver's license of the Renter or the Driver by requesting that the Renter or the Driver present their driver's license and submit a copy thereof, or by verifying the information pertaining to the driver's license of the Renter or the Driver as registered in the Target Service. The rental certificate stipulated in Article 9 shall be issued online.

4. When using the [ピット Go](#), the Renter and the Driver may, notwithstanding the provisions in paragraph 1 of Article 32, return the Rental Car even without the presence of our Company, provided that the Company has given its consent.