

KOJ BASE Terms and Conditions for the Rental of Privately Owned Motor Vehicles

Article 1 Scope of Application

These Terms and Conditions apply to the rental for consideration of privately owned motor vehicles provided by KOJ BASE (hereinafter referred to as the “Operator”). The Renter and each Driver shall rent and use the Rental Vehicle only after understanding and agreeing to these Terms and Conditions, the rental conditions, the schedule of charges, the statement of important matters, the user guide, the pre-rental inspection record, and any other requirements prescribed by the Operator.

Article 2 Formation of the Rental Agreement

The Rental Agreement shall be formed on the rental commencement date when all procedures prescribed by the Operator, including verification of the identities and driving licences of the Renter and each Driver, explanation of important matters, the safety briefing, the pre-rental inspection, verification of the vehicle, and payment of charges, have been completed and the Operator has delivered the Rental Vehicle.

Article 3 Refusal of Rental

The Operator may cancel a reservation or refuse to rent the Rental Vehicle if the Renter, any Driver or any Passenger fails to present a valid driving licence; is under the influence of alcohol or otherwise unable to drive safely; does not agree to these Terms and Conditions or other applicable requirements; fails to cooperate with identity verification, the safety briefing or the pre-rental inspection; or if the Operator reasonably determines that any other circumstance would interfere with a safe rental or the operation of its business.

Article 4 Charges and Payment

The Renter shall pay the rental charges, extension charges, Non-Operation Charges (NOC), repair costs, cleaning costs, deodorisation costs, towing costs, transportation costs, vehicle retrieval costs, equipment replacement costs, and other charges prescribed by the Operator in accordance with the schedule of charges separately established by the Operator. The Operator does not currently offer a deductible waiver programme or Collision Damage Waiver (CDW). Pick-up and drop-off transportation is a complimentary service incidental to the Rental Agreement, and no consideration shall be charged for that transportation itself.

Article 5 Identity Verification and Rental Certificate

At the time of rental, the Renter shall provide the name, address, contact details, date of birth, driving licence, and any other information requested by the Operator for the Renter and every person who will actually drive the Rental Vehicle. Upon formation of the Rental Agreement, the Operator shall issue a rental certificate, which the Renter and each Driver shall carry throughout the rental period.

Article 6 Safety Briefing and Explanation of Important Matters

Before rental, the Renter and each Driver shall receive an explanation of the vehicle’s characteristics, height, width, blind spots, rear-wheel off-tracking when turning, camper conversion equipment, electrical equipment, water supply and drainage systems, accident response procedures, insurance, deductibles, NOC, the obligation to perform daily inspections, height restrictions, and the risk of collisions involving the upper part of the vehicle.

Article 7 Pre-Rental Inspection and Daily Inspections During Rental

Before renting out the Rental Vehicle, the Operator shall check the required items in accordance with its prescribed pre-rental inspection procedures. Daily inspections during the rental period shall be the responsibility of the Renter and each Driver. If any abnormality, malfunction, warning light, unusual noise or odour, tyre abnormality, equipment defect, or other circumstance that may interfere with safe use is identified, the Renter or Driver shall immediately cease using the Rental Vehicle, contact the Operator, and follow its instructions.

Article 8 Prohibited Acts

The Renter, each Driver and each Passenger shall not permit any person other than a declared Driver to drive the Rental Vehicle; sublet it; drive without a valid licence or under the influence of alcohol; exceed its passenger capacity; drive on rough roads; smoke inside the vehicle; carry pets without permission; cook in a manner that produces strong odours or grease stains; use hazardous materials improperly; or drive without checking the vehicle's characteristics. They shall not enter or pass through any location where the effective clearance above the road surface is 3.1 metres or less, including locations with overhead obstructions such as bridge girders, tunnels, overpasses, multistorey car parks, indoor car parks, underground car parks, overhanging tree branches, signs, canopies, gates, eaves, or other overhead obstacles.

Article 9 Measures in the Event of Illegal Parking

1. If the Renter or a Driver commits an illegal parking violation involving the Rental Vehicle during use under the Road Traffic Act, the Renter or Driver shall appear at the police station having jurisdiction over the area where the violation occurred, immediately pay the applicable traffic penalty and other amounts personally, and bear all costs arising from the violation, including towing, storage and retrieval costs.

2. If the Operator receives notice from the police of an unattended parking violation involving the Rental Vehicle, the Operator shall contact the Renter or Driver and instruct that person to promptly move or retrieve the Rental Vehicle and to appear at the police station handling the matter to resolve the violation by the end of the rental period or by the time specified by the Operator. The Renter or Driver shall comply with those instructions. If the Rental Vehicle has been moved by the police, the Operator may, at its discretion, retrieve it from the police itself.

3. After giving the instructions under the preceding paragraph, the Operator shall, at its discretion, verify the status of the resolution of the violation by examining a traffic violation notice, payment slip, receipt or other relevant document. If the violation remains unresolved, the Operator shall continue to give the instructions under the preceding paragraph to the Renter or Driver until it is resolved. The Operator shall also request that the Renter or Driver personally sign a document in the form prescribed by the Operator (hereinafter referred to as the "Acknowledgement") admitting the unattended parking violation and undertaking to appear at the police station or other relevant authority and comply with the legal measures applicable to the offender. The Renter or Driver shall comply with that request.

4. Where the Operator considers it necessary, it may provide the police with the Acknowledgement, the rental certificate and other documents containing personal information, and otherwise provide the cooperation necessary to pursue the responsibility of the Renter or Driver for the unattended parking violation. The Operator may also take necessary legal measures, including submitting to the Public Safety Commission the written explanation prescribed in Article 51-4, paragraph 6 of the Road Traffic Act, together with the Acknowledgement, the rental certificate and other documents, and reporting the relevant facts. The Renter or Driver consents to these actions.

5. If the Operator receives an order to pay an unattended parking violation charge under Article 51-4, paragraph 1 of the Road Traffic Act and pays that charge, or incurs costs in locating the Renter or Driver or in moving, storing or retrieving the Rental Vehicle, the Operator shall claim the following amounts from the Renter or Driver (hereinafter referred to as the "Parking Violation Costs"). The Renter or Driver shall pay the Parking Violation Costs by the date specified by the Operator.

(1) An amount equivalent to the unattended parking violation charge.

(2) The contractual penalty for parking violations separately prescribed by the Operator.

(3) Costs incurred in locating the Renter or Driver and in moving, storing or retrieving the Rental Vehicle.

6. Where the Renter or Driver is required to pay a traffic penalty or other amounts for illegal parking under paragraph 1 but fails to comply with the Operator's instructions under paragraph 2 to resolve the violation or its request under paragraph 3 to sign the Acknowledgement, the Operator may collect from the Renter or Driver a parking violation payment in an amount separately prescribed by the Operator (referred to as the "Parking Violation Payment" in the following paragraph), to be applied toward the unattended parking violation charge and the contractual penalty for parking violations specified in paragraph 5.

7. If the Renter or Driver has paid the amount claimed by the Operator under paragraph 5 and subsequently pays the traffic penalty for the parking violation, is prosecuted, or otherwise causes the order to pay the unattended parking violation charge to be revoked, and the Operator receives a refund of that charge, the Operator shall refund to the Renter or Driver only the portion of the Parking Violation Costs already received that is equivalent to the unattended parking violation charge.

Article 10 Insurance and Deductibles

The scope of insurance coverage, coverage limits, deductibles, conditions of coverage and exclusions shall be governed by the applicable insurance contract and policy terms. If an accident or other event results in damage covered by insurance, the Renter shall bear the deductibles under the Operator's insurance contract: JPY 100,000 for third-party property damage and JPY 200,000 for damage to the Rental Vehicle.

Article 11 Verification and Use of the Renter's or Driver's Insurance

If coverage may be available under motor insurance, an endorsement covering the driving of other vehicles, personal liability insurance, or other insurance held by the Renter or a Driver, the Renter shall verify whether that insurance applies, its scope of coverage, deductibles, out-of-pocket amounts, eligible vehicles, whether it covers camper conversion components and interior equipment, and any other necessary matters, and report the findings to the Operator. The Operator may require the use of that insurance.

Article 12 Damage to Interiors Equipment and Accessories and Odours and Soiling

If damage occurs to the campervan's interior, furniture, beds, seats, curtains, insect screens, lighting, refrigerator, microwave oven, cooking utensils, water supply and drainage systems, auxiliary battery, external power supply, forced-flue heater, ventilation fan, or other camper conversion equipment or accessories due to a cause attributable to the Renter's side, the Renter shall bear the actual costs of restoration. The same shall apply to soiling, odours or similar conditions that cannot be remedied by ordinary cleaning.

Article 13 Non-Operation Charges

If the Rental Vehicle becomes unavailable for business use due to an accident, breakdown, damage, soiling, odours, equipment defects or any other cause attributable to the Renter's side, the Renter shall pay, separately from repair costs and other expenses, compensation for loss of business in the amount of JPY 100,000 if the Rental Vehicle can be driven under its own power and is returned to the scheduled return location, or JPY 150,000 if it cannot be driven under its own power or is not returned to the scheduled return location.

Article 14 Measures in the Event of an Accident or Breakdown

If an accident occurs, the Renter or Driver shall immediately assist any injured persons, report the accident to the police, contact the Operator, obtain the other party's details, record and photograph the circumstances of the accident, and take any other steps required by the Operator. The Renter or Driver shall not enter into a settlement with the other party without the Operator's consent.

Article 15 Return

The Renter shall return the Rental Vehicle, keys, accessories, equipment, rental certificate, and any other items specified by the Operator at the return date, time and location specified in the Rental Agreement.

Article 16 Personal Information Anti-Social Forces and Jurisdiction

The Operator shall collect and use personal information to the extent necessary to operate its vehicle rental business. The Renter, each Driver and each Passenger represent and warrant that they are not members of, and have no ties to, anti-social forces. The Kagoshima District Court or the Kagoshima Summary Court shall be the court of agreed jurisdiction at first instance for disputes concerning these Terms and Conditions or the Rental Agreement.

Article 17 Purposes of Use of Personal Information

1. The Operator shall collect and use the personal information of the Renter or Driver for the following purposes.

- (1) To fulfil obligations imposed as conditions of the business licence, including preparation of a rental certificate when entering into a Rental Agreement, as an operator licensed to conduct a vehicle rental business under Article 80, paragraph 1 of the Road Transportation Act.
- (2) To provide the Renter or Driver, by sending promotional materials, emails or similar communications, with information about rental vehicles, used vehicles and other products handled by the Operator, related services, and events and promotional campaigns.
- (3) To verify the identity of, and conduct screening of, the rental applicant or Driver when entering into a Rental Agreement.
- (4) To conduct surveys of the Renter or Driver for the purposes of planning and developing products and services handled by the Operator or considering measures to improve customer satisfaction.
- (5) To aggregate and analyse personal information statistically and produce statistical data processed into a form that does not identify, and cannot be used to identify, individuals.

2. If the Operator collects personal information of the Renter or Driver for a purpose other than those specified in paragraph 1, it shall state the purpose of use in advance.

Article 18 Consent to the Use of Personal Information

The Renter or Driver agrees that, in any of the following circumstances, personal information, including the Renter's or Driver's name, date of birth and driving licence number, may be used by vehicle rental operators for screening when entering into rental agreements.

- (1) If the Operator is ordered to pay an unattended parking violation charge under Article 51-4, paragraph 1 of the Road Traffic Act.
- (2) If the Parking Violation Costs prescribed in Article 18, paragraph 5 have not been paid in full to the Operator.
- (3) If a failure to return the Rental Vehicle as prescribed in Article 23, paragraph 1 is deemed to have occurred.