

## TIMES PARKING TERMS AND CONDITIONS OF USE

Users of Times Parking time-based rental parking facilities ("Times") operated by TIMES24 Co., Ltd. ("The Company") are requested to follow the terms and conditions of use set out below. However, this shall not apply if other terms and conditions are displayed at the parking facilities.

### Article 1 Provision of Parking Spaces

The purpose of Times is to provide spaces for short-stay parking for a fee and not to ensure the safety of vehicles. In addition, any sales activities at Times without the permission of The Company is prohibited.

### Article 2 Disclaimer

Except for cases that are caused by reasons attributable to The Company, The Company shall not be liable for any theft, loss or damage with regards to any vehicle in Times or to any accessory or item attached or goods left therein.

Except cases that damages are caused by reason attributable to The Company, The Company shall bear no liability towards any user of Times for damage that such user incurs due to any of the following: (a) an act committed by any other user or any other person; (b) any other vehicle in Times; (c) any accessory or item attached to or goods left in a vehicle at Times; or (d) any other cause of damage that arises in Times.

### Article 3 Parking Time

Given that Times are intended for short-stay parking, the maximum parking period is 48 hours. Users are requested not to park their vehicles longer than 48 hours, except when prior permission has been received from The Company or when an alternative parking time limit is displayed at the parking facility.

### Article 4 Permitted Vehicles

(1) Only vehicles that fall under the guidelines set out below are permitted to park in Times, and users are prohibited from parking any other type of vehicle. However, other guidelines may be established depending on the nature of the parking facility and the parking spaces.

#### 1) Single level parking facilities

Overall length	Overall width	Overall height	Min. ground clearance	Gross weight
3.3 to 5.0 meters	1.4 to 1.9 meters	1.2 to 2.1 meters	15 cm or higher	2.5 tons or lighter

#### 2) Multi-story automatic parking facilities

Overall length	Overall width	Overall height	Min. ground clearance	Gross weight
3.3 to 5.0 meters	1.4 to 1.9 meters	1.2 to 2.1 meters	15 cm or higher	2.5 tons or lighter

#### 3) Mechanical or tower parking facilities

Overall length	Overall width	Overall height	Min. ground clearance	Gross weight
3.3 to 5.0 meters	1.4 to 1.9 meters	1.2 to 1.5 meters	15 cm or higher	2.0 tons or lighter

- (2) Parking is not permitted for any of the following vehicles, even if such vehicle falls under the guidelines set out in Article 4(1):
- ( i ) any vehicle having shape or dimensions that might not be recognized by the vehicle recognition system, including any vehicle with a minimum ground clearance of 25 cm or higher;
  - ( ii ) any vehicle equipped with an auto-leveling function or similar functions that enables alteration of such vehicle's height;
  - ( iii ) any vehicle that might cause difficulty when parking or exiting through contact with the locking mechanism, including any vehicle equipped with aerodynamic parts;
  - ( iv ) any vehicle that is not permitted on public roads, including any unregistered vehicle or any vehicle with an expired motor vehicle inspection certificate (shaken);
  - ( v ) any vehicle that poses reading difficulties for the automatic vehicle registration number recognition system, including cases where the vehicle's registration number is covered, removed, or the like;
  - ( vi ) any vehicle whose registration details have not been updated in spite of changes in such vehicle's details;
  - ( vii ) any vehicle that cannot be easily identified, including any vehicle that is only provisionally registered;
  - ( viii ) any vehicle that has accessories or other items attached to it and that might cause damage to parking facility equipment or machinery and/or other vehicles through contact;
  - ( ix ) any vehicle for specialized purposes, including large specialized vehicles or vehicles for specialized construction purposes, that might cause damage to parking facility equipment or machinery through contact; or
  - ( x ) any vehicle loaded with (a) dangerous goods, toxic pollutants, or any other material that might be hazardous to health and safety or (b) materials that emit bad odors or leak liquids.
- (3) In applying the provisions set out in Articles 4(1) and (2), accessories or items attached to or goods left in the vehicle, vehicle passengers, and the like will be considered when making determinations based on those provisions.
- (4) In addition to any vehicle that does not fall under the guidelines set out in Article 4(1), all motorcycles, motorized bicycles, manual cycles, and small specialized vehicles are also prohibited from parking at Times, unless a notice is displayed at the parking facility to the specific effect that the vehicle in question may be parked at such parking facility.
- (5) Notwithstanding any of the previous items, parking (usage) by an organized crime group, a member of an organized crime group or a related person or a person who belongs to any other anti-social organization is not permitted.

#### Article 5 Parking Fees, etc.

- (1) Users of Times shall pay parking fees in accordance with the period of time they park their vehicles at the parking facility, based on the table of fees and fee scheme displayed at such parking facility.
- (2) At lock mechanism-based parking facilities and at parking spaces with detection-type parking facilities without lock plates, the parking period shall be the length of time recorded by the sensor between a vehicle entering and exiting a parking space. At gate-based, mechanical, and tower parking facilities, it shall be the length of time between the issuing of a parking ticket upon entry into the parking facility and the return of the parking ticket upon exiting the facility. At parking facilities with vehicle plate recognition, it shall be the length of time from when the vehicle is filmed by a recognition camera to when the vehicle leaves the parking space.
- (3) Users are requested to pay parking fees by any of the methods specified at the parking facility used, such as payment using the payment machine installed at the parking facility and online payment via smartphone.

Times users who also use the Times Club app provided by PARK 24 Co., Ltd. ("PARK 24") may make payments using this app by following the designated steps.

- (4) Users are requested to carry out the payment process by following the designated steps for payment, regardless of the status of the lock plate, the gate or other equipment.
- (5) If a user loses his or her parking ticket, he or she is able to exit from the parking facility with his or her vehicle after paying a parking fee limited to a maximum of 30,000 yen. The specific parking fee charged in this case varies according to the parking facility. In addition, in the event where The Company verifies that a user's vehicle has been parked longer than the maximum parking period and the parking fee for such parking period exceeds the amount indicated above in this Article 5(5), the user shall pay the full parking fee based on the amount of time parked.

#### Article 6 Parking Manners

- (1) Users of Times are requested to park their vehicles within the indicated parking spaces in accordance with the method displayed in the parking facility. No user may park his or her vehicle anywhere other than within a parking space.
- (2) Users are requested not to remain idle in or around the parking facility and wait for parking spaces to become available if the parking facility is already full or in other similar situations.
- (3) Users are requested to stop their vehicle engines when their vehicles are parked or at rest within the parking facility, except when separate permission to do otherwise has been given by The Company.

#### Article 7 Filming of Vehicles and Others

- (1) The Company will film vehicle license plates, the inside of the parking facilities and their surroundings ("vehicle and other information") using video cameras and other devices. The Company will use this information for the purpose of operation and management of Times, including the management of parking fees and response to improper parking and vehicles that are left uncollected. The Company will store the vehicle and other information acquired for a predetermined period and then delete it as soon as the period expires.
- (2) Apart from the purposes specified in Article 7 (1), The Company will use the license plate information captured with video cameras and other devices for preventing any crime or act of harassment in The Company and facilities incidental to parking facilities, for ensuring safety of employees and other persons and for improving marketing and other operations and management.
- (3) When the information acquired by The Company includes personal information, The Company will not offer the information to any third party except in the cases specified below.
  - ( i ) The information is offered to facilities incidental to parking facilities to fulfill the purposes prescribed in (2) in this article.
  - ( ii ) The individual (user) has granted consent.
  - ( iii ) The provision of information is required by laws or regulations.
  - ( iv ) The offering of information is necessary for protecting human life, health or property, and it is difficult to obtain the consent of the individual.
  - ( v ) The provision of information is particularly necessary for public health purposes or for the sound development of children, and acquiring consent from the individual would hamper the provision.
  - ( vi ) There is a need to cooperate with a central government organization or a local government, or an agent acting on their behalf, performing affairs prescribed by laws and regulations, and there is a possibility that obtaining consent from the person could interfere with the performance of the said affairs.
  - ( vii ) Use of the information is delegated to a third party within the scope necessary to fulfillment of the

purposes of use.

(viii) The provision of information is associated with transfer of business due to a merger or other event.

#### Article 8 Improper Parking

Users of Times shall be liable to pay The Company a penalty of 50,000 yen, in addition to the parking fee, in any of the following cases: (a) the user exits a parking space with his or her vehicle or moves his or her vehicle outside the parking facility without paying the parking fee; (b) the user parks his or her vehicle anywhere other than within a proper parking space; or (c) the user commits any other act deemed by The Company to constitute improper parking.

#### Article 9 Handling of Abandoned Vehicles

- (1) In the event where a user of Times parks his or her vehicle at a parking facility for longer than seven (7) days without notifying The Company in advance, The Company may request such user to remove the vehicle before a date designated by The Company by displaying such request at the parking facility.
- (2) In the case of Article 9(1), if the user refuses or is unable to remove his or her vehicle or if The Company is unable to reliably ascertain the identity of the user for reasons other than The Company's negligence, The Company may request the vehicle owner (defined as the person listed as the owner or user of the vehicle on the motor vehicle inspection certificate; the same applies hereafter) to remove the vehicle before a date designated by The Company by notifying the vehicle owner or displaying such request at the parking facility. In such instance, it shall be deemed that the user has waived all of his or her rights at the time of delivery of the vehicle to the vehicle owner, and the user shall not make any claim against The Company for delivery of the vehicle or file any other type of objection against The Company regardless of any circumstances.
- (3) In the event where the vehicle is not removed before the date designated by The Company in spite of The Company making a written request for removal as set out in Article 9(1) or (2), The Company may deem that the vehicle owner has refused to remove the vehicle.
- (4) The Company shall not be liable for any damage incurred in the vehicle after the date designated in accordance with Article 9(1) unless such damage is caused by The Company's willful misconduct or gross negligence.
- (5) In the case of Article 9(1), The Company may inspect the vehicle (including the vehicle interior) to the extent necessary in order to reliably ascertain the identity of the user or the vehicle owner.
- (6) In the case of Article 9(1), The Company may move the vehicle elsewhere after displaying advance notice at the parking facility if the vehicle impedes management of such parking facility.
- (7) If (a) the vehicle owner refuses or is unable to remove his or her vehicle or if The Company is unable to reliably ascertain the identity of the vehicle owner for reasons other than The Company's negligence, and (b) in spite of The Company providing a warning and a period of time for removal of the vehicle by establishing a deadline and notifying the vehicle owner or displaying the warning at the parking facility, the vehicle has not been removed within such deadline, The Company may, upon notifying the vehicle owner or displaying advance notice at the parking facility, sell, discard, or otherwise similarly dispose of the vehicle under witness of an impartial third party after three (3) months have passed since the date of the warning. In such instance, if it is clear that the market value of the vehicle will not cover expenses required for sale of the vehicle (including vehicle storage expenses after the warning), The Company may, upon notifying the vehicle owner or displaying advance notice at the parking facility, sell, discard, or otherwise similarly dispose of the vehicle under witness of an impartial third party immediately after the expiry of the deadline for removal.
- (8) In the event where The Company disposes of a vehicle in accordance with Article 9(7), it shall notify the

vehicle owner to that effect without delay or display a notice to that effect at the parking facility.

- (9) In the event where The Company disposes of a vehicle in accordance with Article 9(7), it shall deduct from any income arising from disposal the parking fee and any expense required for storage, relocation, or disposal of the vehicle, and either (a) claim payment from the vehicle owner if there is any shortfall or (b) return to the vehicle owner the remainder if any amount remains.

#### Article 10 User Liability

Users of Times shall compensate The Company for any damage incurred (including operating profits lost by The Company if The Company is unable to avoid suspending business operations of the parking facility in whole or in part) from breaches of these terms and conditions of use or any rules displayed at the parking facility, or damage to any parking facility equipment or machinery as a result of willful misconduct or general negligence.

#### Article 11 Revisions to Terms and Conditions of Use, etc.

The Company, without the prior approval of users of Times, may make revisions to these terms and conditions of use or any rules displayed at the parking facility by notifying users of Times of the details of revisions through the posting of such details in The Company's website, or other methods that are deemed appropriate in consideration of such details of revisions. The revisions shall be effective from the date posted on The Company's website or specified in the notification made through other appropriate methods.

End

\*CAUTION If a vehicle is found parked anywhere other than within a parking space, The Company may move, sell, discard or otherwise similarly dispose of such vehicle regardless of whether such vehicle falls under the guidelines set out in Times Terms and Conditions of Use Article 4(1).

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