

# JAF Membership Regulations

Established on March 5, 1963.

Revised on January 27, 2022.

These regulations (hereinafter referred to as “the Regulations”) stipulate matters that concern members as defined by the articles of incorporation of the Japan Automobile Federation (hereinafter referred to as “the Federation”).

## **Article 1. Membership**

Members of the Federation are drivers including owners of privately owned passenger vehicles, other automobile users, and/or persons interested in automobile transport residing in Japan, who have joined the Federation after agreeing to its purposes and the Regulations.

There are three types of membership, as follows (note that (1) and (2) are for members over 16 years of age):

- (1) Individual members: Members that have joined individually.
- (2) Family members: Family members who live in the same household or share a living with an individual member. Family means relatives defined by civil law and common-law partners.
- (3) Corporate members: Corporate or group members made up of regular corporate members and car rental members. Car rental members shall be limited to businesses recognized by the Federation.

## **Article 2. Procedures for regular membership**

Upon receipt of application for membership, the Federation shall approve/disapprove membership in accordance with the decision made by the Federation after screening and other necessary procedures.

Application procedures according to the membership category shown below must be completed to become a regular member.

- (1) To become an individual member, the applicant must pay the joining fee and membership fee and complete the prescribed application procedures. Expiration of individual membership shall be the last day of the same month, one year after enrollment.
- (2) To become a family member, the individual member whose family apply for family membership must pay the membership fee and complete the prescribed application procedures. Expiration of family membership shall be the same as the expiration of membership of the individual who applied for family membership.

Family members are exempted from the joining fee. Up to five members of the family who live in the same household or share a living with the individual member are eligible to become family members.

- (3) To become a corporate member, the applicant must pay the joining fee and membership fee and complete the prescribed admission procedures intended for corporate members. To become a car rental member, applicants must also agree to the separately prescribed car rental membership agreement.

The corporate member must register the vehicle's registration number or vehicle number (hereinafter referred to as "vehicle number") and pay membership fees for each vehicle (each membership card for each car rental member) in addition to the regular membership fee. Expiration of corporate membership shall be the last day of the same month, one year after enrollment.

### **Article 3. Issuance and other matters regarding membership cards**

1. In the event that the applicant is accepted for membership, the Federation will issue and lend a membership card to that applicant.
2. Individual members and family members may use JAF digital membership cards by following procedures prescribed by the Federation. JAF digital membership cards can be used on mobile devices such as smartphones (hereinafter referred to as "smartphones, etc.>").
3. If a membership card is lost (other than JAF digital membership card), the member must submit a report of loss to the Federation for reissuance of a membership card for a prescribed fee.
4. A copy of JAF's club magazine will be distributed to each member (except for family members).

### **Article 4. Timing of membership qualification**

Regular membership becomes effective when the applicant receives a membership card (or a temporary membership card) or when the applicant is able to start using a JAF digital membership card (or a temporary digital membership card all hereinafter referred to as "JAF digital membership card"). Please note that there is a possibility that membership may be revoked, if the membership card is issued before approval by the Federation.

For car rental members only, membership is effective from the date determined by the Federation.

### **Article 5. Validation of membership qualification**

1. Membership qualification is validated by presenting the membership card (including JAF digital membership card, the same of which shall apply hereinafter). Notwithstanding, however, that when the Federation stipulates a method of validation in lieu of presenting a membership card depending on usage rules of services provided or independent contracts such as business collaboration, this may not apply.

2. If the annual membership fee is not paid and the membership expires, the cardholder can no longer receive services provided by the Federation to the members regardless of the expiration date of the membership card.

#### **Article 6. Renewal of membership**

1. To renew the membership card expiry date, members must follow the prescribed renewal procedures and pay the membership fee. If the member had paid for continuous membership for multiple years, these fees will be applied as membership fees for the following year and beyond. However, if the member requests a refund of membership fees, they can be returned after deducting the prescribed administrative costs from the applicable membership fees, only if the Federation is in default of its obligations or agrees with the request.
2. Joining fees will be exempted for those who pay their membership fees not later than four months after the expiration date. JAF will issue and lend new membership cards for use that are valid from the expiration date of the earlier card. Members whose fees are in arrears will not be entitled to membership service offered by the Federation during the time that membership fees are not paid.
3. In the event that it becomes difficult to provide road services smoothly and appropriately according to Article 14.1.5 of the Road Service Usage Agreement, or if the member has received road service but has shown no room for improvement, membership renewal may not be approved.

#### **Article 7. Incidental membership fee**

The Federation may charge incidental membership fees when deemed necessary for its operation with the approval of its Board of Directors.

#### **Article 8. Participation of members in various operations**

Members may take part in road safety, environmental protection and other campaigns launched by the Federation to enhance their knowledge on traffic or to engage in activities that benefit society.

#### **Article 9. Members' rights**

1. Members are entitled to membership services offered by the Federation during the term of validity of their membership card.
  - (1) An Individual member whose name is printed on the membership card is entitled to JAF membership services for individual members.
  - (2) A Family member whose name is printed on the membership card is entitled to JAF membership services for family members.

(3) A Corporate member whose company name is printed on the membership card is entitled to JAF membership services for corporate members.

Regular corporate members are entitled to road services and membership benefits in connection to vehicles for the vehicle whose number is stated on the membership card. For car rental members, this applies to the vehicle which number is registered with JAF.

2. Members shall comply with rules regarding membership services provided by the Federation.

3. Membership services provided by the Federation are subject to change or discontinuation without notice.

#### **Article 10. Members' obligations**

1. Members are asked to observe the following:

(1) Members must prove their membership in accordance with procedures in Article 5 to be entitled to membership services offered by the Federation. Persons who cannot prove membership will be treated as nonmembers.

(2) Members must not hand over or lend their membership card to others.

(3) Members must promptly notify the Federation of any change of name, address, or any other information registered with the Federation, or if the requirements for family members defined in Article 1.1.2 are no longer met.

(4) Corporate members must promptly notify the Federation when replacing a vehicle that is eligible for road service or membership benefits.

(5) Members must observe traffic rules at all times and avoid acting in a way that may cause trouble to others.

(6) When receiving JAF road services, members must follow the instructions or warnings given by the road service staff.

(7) Members must not resell coupons or other vouchers distributed by the Federation (including internet auctions and flea market apps).

(8) Members must not act in a way that causes or may cause disadvantage or damage to the Federation or a third party.

(9) Members must not engage in any acts similar to the above that the Federation deems inappropriate.

2. The Federation will not take any responsibility for any disadvantages such as not being able to use JAF road services and various other services regularly provided to members as a result of failure to submit notification pertaining to (3) or (4) in the preceding paragraph or if the notification is inadequate. In addition, for any disadvantages related to delivery of goods (including postponement or non-delivery), members will be deemed to have received the items at the time they should have been delivered.

#### **Article 11. Disclaimer**

1. The Federation will not be responsible for any damages or accidents resulting in injury or death caused by its road services, unless the affected member is a consumer (as defined in the Consumer Contract Act Article 2.1 with the same applying below), or the Federation is responsible for intent or gross negligence.
2. The limit on compensation for damages borne by the Federation, unless the affected member is a consumer or the Federation is responsible for intent or gross negligence, shall be the amount equivalent to the membership fee for one year.
3. Unless the Federation is in default of its obligations or has conducted an illegal act, and there is no cause for intent or gross negligence, if the member does not complete procedures within the specified time frame after receiving guidance notification from the Federation (including time lapse due to failure of confirmation by the member), the member's right to apply will be revoked.
4. The Federation will not be liable for any procedural irregularities of financial institutions or postal accidents.

#### **Article 12. Procedures for the withdrawal of regular membership**

Regular members who wish to withdraw from their membership must notify their intention of withdrawal by telephone or any other means specified by the Federation.

#### **Article 13. Loss of membership qualifications**

Members will lose their membership qualifications and their membership cards will no longer be effective in the following cases:

- (1) When the member communicates his/her intention of withdrawal from JAF.

- (2) When the member has not paid the membership fee for more than four months after the date of membership expiration.
- (3) When the approval of all JAF representatives has been obtained.
- (4) When the member has died or the corporate or group with membership has disbanded.
- (5) When the member has been expelled in accordance with the articles of incorporation.
- (6) For family members, as of the first family member expiration date after an individual member who applied for a family member's membership loses his/her membership, or said date after the family member no longer lives and shares a living with the individual member.

#### **Article 14. Loss of membership rights**

Members will be stripped of all membership rights when they lose their membership qualifications in accordance with the provisions defined in Article 13. When this happens, members must immediately cut and destroy their membership card (with the exception of the JAF digital membership card) in accordance with the Federation's instructions. Moreover, if there are any debts owed to the Federation (including fees for the use of road services, if any, after the date on which the Federation deems the membership to have terminated), the withdrawing member shall pay such debts in full to the Federation.

Any joining fees, membership fees (including membership fees for future multiple years), or other contributions that have already been paid will not be refunded.

#### **Article 15. Elimination of crime groups and other antisocial forces**

At the time of application for membership, members shall declare and warrant that he or she, nor directors, executive officers and others who in effect control the member's business management (if the member is a natural person, him- or herself), do not fall under any of the following categories of anti-social forces, including organized crime groups, organized crime group-related companies, *Sōkaiya* stockholder meeting racketeers, social racketeering organizations, political racketeering organizations, and special intelligent crime groups, and guarantee that they will never be associated with such groups in the future.

#### **Article 16. Changes to the Regulations**

The Federation may make changes to the Regulations to the extent that they do not contradict the purpose of the Regulations, when it is determined that it is necessary to make such changes, all of which shall be made widely known in detail prior to the effective dates of such changes through JAF media including the club journal and website. The amended Regulations shall apply when the Federation disseminates appropriate notification.

#### **Article 17. Court of jurisdiction**

In the event of a dispute regarding the Regulations, the district court with competent jurisdiction over the location of the JAF regional headquarters or branch office where the dispute arose shall have exclusive jurisdiction in the first hearing.

Supplementary Provisions (March 11, 2021)

(Effective Date)

Article 1 The regulations shown above take effect on April 1, 2021