

# **Rental Terms and Conditions**

## **Handling of Personal Information**

The Renter (including the person applying for a rental agreement) and the User (the person who will use the wheelchair) (hereinafter referred to as “Renter” and “User,” respectively) agree that the Company may use the Renter’s and the User’s personal information for the following purposes:

- (i) Fulfilling the obligations of a business operator, such as preparing rental certificates;
- (ii) Verifying the identity of and screening the Renter or the User;
- (iii) Informing the Renter or the User about products and services offered by the Company or various events, campaigns, etc. by sending promotional materials, e-mails, etc.;
- (iv) Conducting surveys of the Renters or the Users in order to explore product development, etc. or measures to improve customer satisfaction; and
- (v) Creating statistical data by aggregating and analyzing personal information statistically and processing it into a form in which individuals cannot be identified or specified.

## **Chapter I General Provisions**

### **Article 1 (Application of the Terms and Conditions)**

1. The Company shall rent out a self-propelled or attendant-controlled electric wheelchair (hereinafter referred to as “Electric Wheelchair”) to the Renter, and the Renter shall rent the same, in accordance with the provisions of these Terms and Conditions (hereinafter referred to as “Terms”) and the detailed rules.

Any matters not stipulated in these Terms and the detailed rules shall be handled in accordance with laws and regulations or general customs.

2. If the Renter designates any person other than the Renter as the User when executing the Rental Agreement, the Renter shall inform the User of the User’s obligations and matters stipulated in these Terms and the detailed rules, and cause the User to comply with such obligations.

## **Chapter II Reservation**

### **Article 2 (Application for Reservation)**

1. When renting an Electric Wheelchair, the Renter may apply for a reservation by agreeing to the fee schedule prescribed by the Company and specifying in advance the wheelchair type, rental start date and time, rental location and method, rental period, return location and method, the User’s information (including name, address, and contact details), optional equipment, and other rental conditions (hereinafter referred to as “Rental Conditions”) by the method prescribed by the Company.
2. Upon receipt of an application for a reservation from the Renter, as a general rule, the Company shall accept the reservation within the scope of the Electric Wheelchairs available for rent in its

possession and the Rental Conditions approved by the Company. In such case, the Renter shall pay the fees prescribed by the Company, unless otherwise approved by the Company.

### **Article 3 (Change of Reservation)**

If the Renter intends to change the Rental Conditions, the Renter shall obtain the Company's consent.

### **Article 4 (Cancellation, etc. of Reservations)**

1. The Renter and the Company shall execute a rental agreement for an Electric Wheelchair upon receipt of an Electric Wheelchair that meets the Rental Conditions on the rental start date and time specified in Article 2, Paragraph 1.
2. The Renter and the Company may cancel the reservation in a manner prescribed by the Company. If a rental agreement for an Electric Wheelchair (hereinafter referred to as "Rental Agreement") is not executed within one (1) hour after the reserved rental start time, the reservation shall be deemed to have been cancelled, regardless of the circumstances.
3. If the reservation is canceled due to the Renter's circumstances, the Renter shall pay the Company the separately specified reservation cancellation fee prescribed by the Company, and the Company shall refund to the Renter the amount remaining after deducting the separately specified reservation cancellation fee from the rental fees and security deposit already received.
4. If the reservation is canceled due to the Company's circumstances, the Company shall refund the rental fees already received.
5. If the Rental Agreement is not entered into for reasons other than those described in the preceding two paragraphs, the reservation shall be deemed to have been cancelled. In such case, the Company shall refund the rental fees already received.
6. Except as stipulated in this Article and the following Article, the Renter and the Company shall make no claims against each other regarding the cancellation of the reservation and the failure to execute the Rental Agreement.

### **Article 5 (Replacement)**

1. If the Company is unable to rent out an Electric Wheelchair that meets the conditions of the Renter's reservation, including in terms of wheelchair type, accessories, and specifications (hereinafter referred to as "Conditions"), it shall immediately notify the Renter thereof.
2. In the case of the preceding paragraph, if the Company is able to rent out an Electric Wheelchair with Conditions other than that reserved, notwithstanding Paragraphs 4 and 5 of the preceding Article, it may offer to rent an Electric Wheelchair (hereinafter referred to as "Replacement") to the Renter under Conditions different from those of the reservation.
3. If the Renter accepts the offer described in the preceding paragraph, the Company shall rent out the Replacement under the same Rental Conditions as those at the time of reservation, except for the Conditions that could not be met among the Rental Conditions at the time of the reservation. In such case, the Renter shall pay either the rental fees for the Replacement or the rental fees for the Electric Wheelchair under the reservation conditions, whichever is lower.

4. If the Renter refuses the offer described in Paragraph 2, the reservation shall be cancelled, and Paragraph 5 of the preceding Article shall apply regarding the handling of rental fees, etc.

### **Chapter III          Rental**

#### **Article 7 (Execution of Rental Agreement)**

1. The Renter shall specify the Rental Conditions, while the Company shall specify the rental terms and conditions based on these Terms, the Fee Schedule, etc., and the Rental Agreement shall be executed accordingly.
2. The Company shall request the Renter and the User to present identification documents for identity verification and may request the submission of copies if deemed necessary by the Company. The identification documents required at such time shall be as separately specified by the Company.
3. The Company shall request that the Renter or the User provide an emergency contact number, such as a mobile phone number, upon execution of the Rental Agreement.
4. The Company may specify the payment method to the Renter upon execution of the Rental Agreement.
5. The Company may refuse to execute the Rental Agreement and cancel the reservation if the Renter or the User fails to comply with the preceding four paragraphs. In such case, Article 4, Paragraph 3 shall apply to any rental fees already paid.

#### **Article 8 (Rental Refusal)**

1. The Company may refuse to execute the Rental Agreement and cancel any reservation if any of the following items applies to the Renter or the operator:
  - (1) It is determined that the Renter or the operator is under the influence of alcohol and attempting to commence use in such state, or it is determined that the Renter or the operator is intoxicated at the time of rental;
  - (2) It is determined that the Renter or the operator is exhibiting symptoms of intoxication from narcotics, stimulants, paint thinner, etc.;
  - (3) It is determined that the Renter or the operator is a member or related party of a designated organized crime group, or an organization related to a designated organized crime group, or is affiliated with any other antisocial organization;
  - (4) The Renter or the operator engages in violent acts or speech towards the Company's employees or other related parties in connection with transactions with the Company, or the Renter or the operator makes demands for the assumption of a burden that exceeds a reasonable scope;
  - (5) The Renter or the operator spreads rumors or uses fraudulent means or force to damage the Company's credibility or interfere with the Company's business;
  - (6) The Renter or the operator breaches these Terms or detailed rules, etc.;
  - (7) The Company determines that the Renter or the operator cannot use the Electric Wheelchair safely; or
  - (8) The Company otherwise deems it inappropriate.

2. Notwithstanding the preceding paragraph, if no Electric Wheelchairs are available for rental, the Company may refuse to execute the Rental Agreement and cancel the reservation.
3. Paragraphs 3 through 6 of Article 4 shall apply to the handling of paid rental fees when the Company refuses to execute the Rental Agreement under the preceding two paragraphs.

#### **Article 9 (Establishment, etc. of Rental Agreement)**

1. The Rental Agreement shall be established when the Renter agrees to the Rental Agreement presented by the Company and the Company delivers an Electric Wheelchair (including accessories; the same applies hereinafter) to the Renter.
2. The delivery under the preceding paragraph shall be made at the rental start date and time and rental location described in Article 2.

#### **Article 10 (Rental Fees)**

1. Upon establishment of the Rental Agreement, the Renter shall pay the rental fees stipulated in the following paragraph to the Company.
2. Rental fees refer to the total amount of the following, and the Company shall clearly indicate in the fee schedule each amount or where it may be found.
  - (1) Basic fee
  - (2) Worry-free coverage package fee
  - (3) Optional fees
  - (4) Shipping fees
  - (5) Security deposit
  - (6) Other fees
3. If the Company revises the rental fees after the reservation is completed in accordance with Article 2, the Renter shall pay the fees applicable at the time of reservation completion.
4. The security deposit shall be the amount described on the Company's website and shall be promptly refunded after confirmation of return under Article 17. However, any handling fee, etc. related to the refund shall be borne by the Renter.

#### **Article 11 (Change of the Rental Conditions)**

If the Renter intends to change the Rental Conditions under Article 7 after the execution of the Rental Agreement, the Renter shall obtain the Company's consent.

#### **Article 12 (Inspection, Maintenance, Etc.)**

1. The Company shall rent out an Electric Wheelchair that has undergone inspection and maintenance as stipulated by the Company to ensure safe operation.
2. Upon renting an Electric Wheelchair, the Renter or the User shall perform the safety inspection described in the instruction manual of the Electric Wheelchair, confirm that the Electric Wheelchair has no maintenance issues, and verify that the Electric Wheelchair meets the Rental Conditions.

## **Chapter IV Use**

### **Article 13 (Renter's Management Responsibilities)**

1. The Renter or the User shall use and store the Electric Wheelchair with the care of a good manager from the time the Electric Wheelchair is delivered until it is returned to the Company (hereinafter referred to as "Use Period").
2. When using the Electric Wheelchair, the Renter or the User shall comply with laws and regulations, these Terms, the detailed rules, the instruction manual, and other instructions provided by the Company.

### **Article 14 (Daily Inspection and Maintenance)**

During the Use Period, the Renter or the User shall perform the daily inspection and maintenance procedures described in the instruction manual for the rented Electric Wheelchair prior to use each day.

### **Article 15 (Prohibited Acts)**

Neither the Renter nor the User shall engage in any of the following acts during the Use Period:

- (1) Using the Electric Wheelchair for purposes other than the prescribed purpose of use, or allowing persons other than the User specified in Article 7 to use the Electric Wheelchair;
- (2) Sub-renting the Electric Wheelchair, allowing third parties to use it, or offering it as collateral for other purposes;
- (3) Changing the current state of the Electric Wheelchair, such as through modification or conversion
- (4) Using the Electric Wheelchair for any tests or competitions (including those deemed competitions by the Company) or for towing or pushing other vehicles, without the Company's consent;
- (5) Using the Electric Wheelchair in violation of laws, regulations or public order and morals;
- (6) Taking out damage insurance for the Electric Wheelchair without the Company's consent;
- (7) Taking the Electric Wheelchair outside Japan;
- (8) Engaging in acts that cause significant inconvenience to the Company or other Renters (including, but not limited to, leaving items in the basket or bag, soiling the Electric Wheelchair, including by smoking in it, and committing similar acts); and
- (9) Engaging in any other acts that violate the Rental Conditions or the rental terms and conditions described in Article 7.

## **Chapter V Return**

### **Article 16 (Renter's Return Responsibilities)**

1. The Renter shall return the Electric Wheelchair to the Company at the designated return location by the expiration of the rental period.

2. If the Renter is unable to return the Electric Wheelchair within the rental period due to natural disasters or other force majeure events, the Renter shall immediately contact the Company and follow its instructions.

**Article 17 (Confirmation, etc. of Electric Wheelchair)**

1. The Renter shall return the Electric Wheelchair in the same state as at the time of delivery, except for damage caused by normal wear and tear or damage not attributable to the Renter.
2. When returning the Electric Wheelchair, the Renter shall confirm that no personal belongings of the Renter, the User, etc. remain in the Electric Wheelchair.

**Article 18 (Timing of Return, etc. of Electric Wheelchair)**

1. If the Renter extends the rental period pursuant to Article 11, the Renter shall pay the rental fees corresponding to the revised rental period.
2. If the Renter returns the Electric Wheelchair after the expiration of the rental period without obtaining the Company's consent under Article 11, the Company may require payment of a penalty fee, such as an overtime service charge, in addition to the fees stipulated in the preceding paragraph.

**Article 19 (Return Location, etc. for Electric Wheelchair)**

1. If the Renter changes the designated return location pursuant to Article 11, the Renter may be required to bear any shipping costs incurred, depending on the return location.
2. If the Renter returns the Electric Wheelchair to a location other than the designated return location without obtaining the Company's consent pursuant to Article 11, the Company may charge the Renter for the cost of returning the Electric Wheelchair.

**Article 20 (Measures in Case of Failure to Return Electric Wheelchair)**

1. If any of the following items applies to the Renter, the Company shall, in addition to legal procedures such as filing criminal charges, take necessary measures such as utilizing the vehicle location information system to confirm the whereabouts of the Electric Wheelchair:
  - (1) The Renter fails to comply with the Company's request for return despite the expiration of the rental period; or
  - (2) The Electric Wheelchair is deemed unreturned for reasons including the Renter's whereabouts being unknown.
2. In the cases described in the items of the preceding paragraph, the Renter shall pay the Company the costs incurred by the Company for locating the Renter and collecting the Electric Wheelchair.

**Chapter VI Measures in Case of Failure, Accident, or Theft**

**Article 21 (Failure of Electric Wheelchair)**

If the Renter or the User discovers any abnormality or failure in the Electric Wheelchair during the Use Period, the Renter or the User shall immediately cease use, contact the Company, and follow the Company's instructions.

## **Article 22 (Accidents)**

1. If an accident involving the Electric Wheelchair occurs during the Use Period, the Renter or the User shall immediately cease use, take all necessary legal measures regardless of the accident's severity, and take the measures stipulated below:
  - (1) Immediately report the circumstances, etc. of the accident to the Company and follow its instructions;
  - (2) When repairing the Electric Wheelchair based on the instructions under the preceding item, unless approved by the Company, the repair shall be performed at the Company's facility or a facility designated by the Company;
  - (3) Cooperate with investigations by the Company and its contracted insurance company regarding the accident, and submit any documents, etc. requested by the Company or the insurance company without delay; and
  - (4) Obtain the Company's prior consent before settling or otherwise reaching an agreement with the other party regarding the accident.
2. In addition to the preceding paragraph, the Renter or the User shall handle and resolve any accident at their own responsibility.
3. The Company shall provide advice to the Renter or the User regarding the handling of accidents and shall cooperate in resolving the same.

## **Article 23 (Theft)**

If the Electric Wheelchair is stolen during the Use Period, or if any other damage is suffered, the Renter or the User shall take the following measures:

- (1) Immediately report the incident to the nearest police station;
- (2) Immediately report the state of damage, etc. to the Company and follow its instructions; and
- (3) Cooperate with investigations by the Company and its contracted insurance company regarding the theft or damage, and submit any documents, etc. requested by the Company or the insurance company without delay.

## **Article 24 (Termination of Rental Agreement Due to Inability to Use)**

1. If the Electric Wheelchair becomes unusable during the rental period due to any failure, accident, theft, or other reasons (hereinafter referred to as "Failure, etc."), the Rental Agreement shall terminate.
2. In the case described in the preceding paragraph, the Renter shall bear the costs required for the pickup and repair of the Electric Wheelchair, and the Company shall not refund any rental fees already received. However, this shall not apply to the case where the Failure, etc. is due to reasons stipulated in Paragraph 3 or Paragraph 5.
3. If the Failure, etc. is due to a defect or malfunction that existed prior to the rental, or the Electric Wheelchair's failure to conform to the Rental Conditions, the Renter may be provided with a Replacement by the Company. Paragraph 3 of Article 5 shall apply mutatis mutandis to the conditions for providing the Replacement.

4. If the Renter does not accept the provision of the Replacement under the preceding paragraph, the Company shall refund to the Renter the balance of the rental fees already received, after deducting the rental fees corresponding to the period from the rental to the termination of the Rental Agreement. The same shall apply to the case where the Company is unable to provide a Replacement.
5. If the Failure, etc. arises due to reasons not attributable to any of the Renter, the User, or the Company, the Company shall refund to the Renter the balance of the rental fees already received, after deducting the rental fees corresponding to the period from the rental to the termination of the Rental Agreement.
6. Except for the measures stipulated in this Article, the Renter shall not make any other claims against the Company for damage resulting from the inability to use the Electric Wheelchair. However, this shall not apply to the case where the Failure, etc. was caused by the Company's willful misconduct or gross negligence.

## **Chapter VII Compensation and Indemnification**

### **Article 25**

1. The Renter shall compensate for any damage caused to the rented Electric Wheelchair by the Renter or the User. However, this shall not apply to cases where the damage resulted from reasons not attributable to the Renter or the User.
2. If the Renter is liable for damages under the preceding paragraph, the Renter shall pay the amount specified by the Company for any damage resulting from the Company's inability to use the Electric Wheelchair due to accidents, theft, failures attributable to the Renter or the User, or soiling, odors, etc. affecting the Electric Wheelchair.
3. The Renter or the User shall compensate for any damage caused to a third party or the Company during the Use Period of the rented Electric Wheelchair, if such damage results from the Renter's or the User's willful misconduct or gross negligence.
4. Notwithstanding the preceding paragraphs, with respect to damage caused by a disaster designated as a disaster of extreme severity pursuant to Article 2 of the Act on Special Financial Support to Deal with the Designated Disaster of Extreme Severity (Act No. 150 of 1962) (hereinafter referred to as "Disaster of Extreme Severity"), the Renter or the User shall not be required to compensate for damage and the like to the Electric Wheelchair that is lost, impaired, or otherwise damaged in the area designated as a Disaster of Extreme Severity, except for cases of gross negligence on the part of the Renter or the User.

### **Article 26 (Insurance)**

1. If the Renter is liable for damages under these Terms and the detailed rules, or if the User is liable for damages under Item 3 of the preceding paragraph, insurance money shall be paid under the damage insurance policy executed by the Company for the Electric Wheelchair, within the following limits. However, no insurance money shall be paid if the circumstances fall under the exclusions in the insurance policy.
  - (1) Personal compensation: Three hundred million (300,000,000) yen per accident

- (2) Property compensation: Three hundred million (300,000,000) yen per accident
  - (3) Wheelchair compensation: Up to market value per accident (Deductible is fifty (50) percent of the Wheelchair's base price; if the actual cost is lower, it shall be the actual cost.)
  - (4) Personal death compensation: Up to three million (3,000,000) yen per User
2. Damage for which insurance money is not paid and damage exceeding the insurance amount paid under the preceding paragraph shall be borne by the Renter or the User.
  3. If the Company pays damages that should be borne by the Renter or the User as stipulated in the preceding paragraph, the Renter or the User shall immediately reimburse the Company for the amount paid by the Company.
  4. For damage equivalent to the deductible amount of the insurance money stipulated in Paragraph 1, if the Renter requests payment from the security deposit previously paid to the Company, the Company shall bear the payment. However, the security deposit to be returned to the Renter after the rental ends shall be the amount after deducting the expenses related to the damage.
  5. The amount equivalent to the premium for the damage insurance policy stipulated in Paragraph 1 shall be included in the rental fees.

## **Chapter VIII Termination**

### **Article 27 (Termination of the Rental Agreement)**

If the Renter breaches these Terms and the detailed rules during the rental period, the Company may terminate the Rental Agreement without any notice or demand and immediately demand the return of the Electric Wheelchair. In such case, if there is any balance after deducting from the rental fees already received the rental fees corresponding to the period from the rental to the termination and any damages resulting from the termination, the Company shall refund the same to the Renter.

### **Article 28 (Cancellation by Consent)**

1. The Renter may cancel the Rental Agreement during the rental period by obtaining the Company's consent. In such case, the Company shall refund to the Renter any balance after deducting from the rental fees already received the rental fees corresponding to the period from the rental to the return.

## **Chapter IX Miscellaneous**

### **Article 29 (Set-off)**

If the Company owes monetary obligations to the Renter under these Terms and the detailed rules, the Company may offset such obligations at any time against monetary obligations owed by the Renter to the Company.

### **Article 30 (Consumption Tax)**

The Renter shall pay to the Company the consumption tax (including local consumption tax) imposed on transactions under these Terms and the detailed rules.

**Article 31 (Governing Law, Etc.)**

1. These Terms shall be governed by the laws of Japan.
2. In the event of any discrepancy between the Japanese Terms and the English or other non-Japanese Terms, the Japanese Terms shall prevail.

**Article 32 (Posting of Terms and Detailed Rules)**

1. The Company may, after providing advance notice on its website, etc., revise these Terms and the detailed rules, or separately establish Terms and detailed rules.
2. If the Company revises these Terms and the detailed rules or separately establishes detailed rules, it shall state to such effect in the brochures and fee schedules issued by the Company, and on its website. The same shall apply when changes are made thereto.

**Article 33 (Competent Court)**

In the event any dispute arises from the rights and obligations under these Terms and the detailed rules, the court having jurisdiction over the location of the Company's head office shall have exclusive jurisdiction.

Supplementary Provision      These Terms shall come into effect on June 1, 2021.