

JOY Cart Rental Service Terms and Conditions

Article 1: General Provisions

These rental terms and conditions apply only when no special contractual documents are prepared for the rental contract (hereinafter referred to as the "rental contract") with ADT Co., Ltd. (hereinafter referred to as "our company"). In addition, the provisions of the rental contract in the Civil Code apply to matters not specified in these terms and conditions and the rental contract.

Article 2: Membership Qualifications

A member is a person who has approved the membership terms and conditions (hereinafter referred to as "these terms and conditions"), applied to become a member, and whose membership has been approved by our company.

Members may not allow a third party to use their membership qualifications, or lend, transfer, buy, sell, pawn, etc.

Article 3: Changes to Membership Terms and Conditions

Our company may change these terms and conditions by informing members of the changes and the time of the changes. If these terms and conditions are changed, all matters will be governed by the changed terms and conditions.

Article 4: Membership Registration

To use the rental service, you must register as a member as specified by our company in advance.

Article 5: Rental of Equipment

Our company will rent rental equipment to members, and members will rent it.

When renting rental items, members agree that our company will provide information such as address, name, rental item, and rental period to the non-life insurance company.

Article 6: Establishment of Contract

The rental contract between our company and members will be established when the member applies to our company to use the rental service, and the reservation is confirmed according to our company's consent. Our company will review the application content of the members' application and may refuse to provide the rental service in some cases.

Even if we refuse, our company is not obligated to explain the reason for refusal.



Article 7: Rental Period

The rental period is the period from the start date of use of the equipment specified at the time of application to the end date of the usage period (completion of return procedures). Even if the contract ends before the end date of the usage period due to the member's convenience, the member will be required to pay the full rental fee initially agreed upon.

Article 8: Usage Fee

The usage fee is the total amount calculated based on the rental fee table issued by our company, including rental fee, various expenses, and other charges, plus consumption tax.

Article 9: Delivery of Equipment

Our company will deliver the rental equipment to the members at a location designated by our company, and the members will complete the return procedure for the rental equipment at a location designated by our company on the last day of the rental period.

The members must check the contents, shape, quantity, etc. of the equipment themselves. If there is any problem at that time that is the responsibility of our company, such as damage that makes it difficult to use, incorrect contents of the equipment, or insufficient quantity, we will respond promptly. However, please note that there are cases where the problem cannot be resolved by the end of the rental period. In this case, our company will relieve us of all responsibility by refunding the rental fee for the equipment. In addition, you cannot request a refund of more than the rental fee.

If we do not hear from the member within one hour of receiving the equipment, we will assume that the equipment is normal and will not accept any claims thereafter.

Article 10: Scope of Liability (Disclaimer)

If the equipment does not function properly during the rental period due to a performance defect that occurs for reasons not attributable to the member, we will replace the rental equipment. If there is no replacement equipment, we will refund the rental fee for that equipment and will be exempt from all responsibility. In addition, you will not be able to request a refund of more than the rental fee.

If the rental equipment you reserved does not arrive due to reasons not attributable to the member, we will refund the rental fee for that equipment and will be exempt from all responsibility. In addition, you will not be able to request a refund of more than the rental fee.

We will not be liable for the following items and similar matters.

- ① Damage caused by an accident or damage caused to a third party by a member due to the use, installation, or storage of the rental equipment.
- ② Damage suffered by a member when the rental equipment becomes unusable during the rental period.
- ③ Damage suffered by a member when the purpose of the rental contract is not fulfilled due to an accident during delivery of the rental equipment.



4 Damages incurred by the member due to the inability to use the rental items.

Our company does not guarantee that the rental items will meet the intended purpose of use of the member or will be useful. Furthermore, we will not pay damages for lack of suitability or usefulness as described above.

Article 11: Use, storage, etc. of rental items

Our company shall not be liable for any damages incurred by the member due to carelessness in the use of rental items by the member.

Members may not allow a third party to use the rental items, or transfer, pawn, or sublease them. In addition, they may not remodel or modify the rental items.

Members shall be obligated to exercise the duty of care as good manager in the use and storage of the rental items.

Article 12: Return of rental items

Members shall complete the return procedure for the rental items at a location designated by our company by the end of the rental period.

Members shall return the rental items in the same condition as when they were handed over. If the Company determines that the item is significantly soiled, the Member may be required to pay a separate maintenance fee (cleaning fee, etc.).

Article 13: Extension of rental period

The rental period cannot be extended.

Article 14: Delay in returning rental items

If the return of the item is delayed in a situation where the item cannot be extended, or if the return is delayed and the Company is disadvantaged by being unable to rent other items, the Member will be required to pay the damages. In addition, if the item is extended without notice, the Member will be required to pay twice the normal extension fee.

If the Member does not contact the Member for more than three days after the expiration date of the rental period or if the Member violates these rental terms, the Rental Contract may be terminated without any special notice or warning.

In the case of the preceding paragraph, the Member must immediately return the rental item. After the contract is terminated, the Member must pay the equivalent of the extension fee plus a penalty (same amount as the extension fee) until the Rental Items are returned to the Company. If the Company determines that the item is unlikely to be returned, the Member will be required to pay the repurchase price of the item in addition to the extension fee and penalty fee.



Article 15: Damage, loss, etc. of rental items

If rental items are lost or damaged due to reasons attributable to the member, or if the member violates the company's ownership rights over the rental items (hereinafter referred to as "loss, damage, etc."), the member shall compensate the company for all damages incurred by the company, such as the repurchase price or repair price of the lost or damaged rental items.

If a member forgets a part of the set contents when returning the rental items, the member shall pay 30% of the rental fee based on the company's fee schedule until the part of the set is returned. In addition, the member shall bear the shipping fee when returning the part of the set contents that the member forgot.

If the item in question has been reserved by another member, etc., and the set cannot be rented out to another person, causing a disadvantage to the company, the member shall claim the damages. In addition, if even a part of the set is lost or damaged, the member shall pay the repurchase price of the item.

Article 16: Cancellation of reservation

Reservations cannot be canceled after they are confirmed.

Article 17: Late Charges

If the rental fee, extension fee, penalty, or damages invoiced by our company is not paid within 7 days of the deadline specified by our company, 14.6% of the invoiced amount will be added as late charges from the day after the 7th day has passed since the deadline until payment is made.

Article 18 Cancellation of Contract

Our company may cancel all or part of the rental contract without any notice if any of the following events occur to the member.

- ① When payment is suspended or the Member falls into a state of insolvency.
- ② When a bill or check is dishonored.
- When a petition for attachment, provisional attachment, provisional disposition, or auction is filed.
- ④ When a petition for bankruptcy, company reorganization, company reorganization, or civil rehabilitation is filed or filed against the Member.
- (5) When the Member dissolves or transfers all or a significant part of its business to a third party.
- 6 When a merger, company division, stock exchange, or stock transfer procedure is started (except when A and B are the parties).
- (7) When the Member's business is canceled or suspended.
- When the Member violates any other provision set forth in these Terms and Conditions.

In this case, the Member shall immediately return the equipment and shall pay the rental fee and any additional fees for the period until the equipment is received by the Company.



Article 19: Applicable Law

The establishment, effect, implementation, and interpretation of these Rental Terms and Conditions shall be governed by Japanese law.

Article 20 Jurisdiction

If any dispute arises regarding these terms and conditions or the rental agreement, the Company and the Member agree that the Tokyo District Court shall be the court of first instance with exclusive jurisdiction.

Enacted and enforced on April 28, 2025