

MoVA Terms of Use

MoVA (hereinafter referred to as the "Service") is a wheelchair rental service provided by ANA Holdings, Inc (hereinafter referred to as the "Company").

In order to use the Service, the customer (hereinafter referred to as "User") must agree to these "MoVA Terms of Use" (hereinafter referred to as the "Terms").

Article 1: Application and Definition of the Terms of Use

1. These terms and conditions shall be applied to all activities by the User when using the Service.
2. The term "Products" as used in these terms and conditions shall mean all of the equipment, batteries, and other accessories rented by the User under the Service.

Article 2 Formation of Contract, etc.

1. Upon agreeing to the terms and conditions of this Terms, the User shall apply for use of the Service by making a reservation through a reservation site designated by the Company (hereinafter referred to as the "Designated Reservation Site"), and upon application, the User shall provide the Company with the Company's prescribed information (hereinafter referred to as "Customer Information").
2. A contract for the use of this service (hereinafter referred to as "Agreement") shall become effective upon confirmation of the Company's receipt of an application for use and payment of the usage fee stipulated in Article 4, and issuance of a voucher to the User.
3. In the event that a User falls under any of the following items, the Company may refuse the application as stipulated in Paragraph 1.
 - (1) When the User does not follow the Company's prescribed application procedures
 - (2) The User does not pay the usage fee by the due date specified by the Company
 - (3) When a User does not agree to the Terms of Service
 - (4) In any other case that the Company deems inappropriate.
4. The Company shall provide the Service in accordance with the terms of this Agreement and the Terms of Service.

Article 3. Notes on the Service

1. The Service is not covered by long-term care insurance.
2. The Service does not guarantee any specific effect or user satisfaction.

Article 4. Matters Concerning Usage Fees

1. The fee for using the Service shall be as stated on the designated reservation site.
2. The User shall pay the usage fee for the Service in a method determined by the Company at the time of application for use.

Article 5 Changes and Cancellation of this Agreement by the User

1. The User may cancel the use of the Service in a manner determined by the Company even after the Agreement is formed in accordance with Article 2, Paragraph 2. However, the Company shall charge a cancellation fee according to the time of cancellation as follows.
 - (1) Up to 00:00 a.m. local time of the one business day prior to the Service Commencement Date: No cancellation fee will be charged.
 - (2) From 00:00 a.m. to 23:59 local time of the one business day prior to the Service Commencement Date: 50% of the total usage fee

(3) After 23:59 local time of the one business day prior to the Service Commencement Date: 100% of the total usage fee.

2. In the event that a User cancels use of the Service in accordance with the preceding paragraph, the Company will apply the cancellation fee specified in the preceding paragraph and refund the amount incurred based on the payment method used when the usage fee was paid.

3. If a User fails to use the Service without permission, or if an aircraft is delayed or cancelled and it is impossible to start using the Service within our business hours, the User shall be deemed to have cancelled and shall be charged the cancellation fee stipulated in Paragraph 1, Item 3 of this Article. However, we will refund the fee paid by submitting a document, etc. issued by the airline company certifying the delay or cancellation of the flight through the designated reservation site. Please note that it may take time to confirm the facts.

Article 6 Matters Concerning Handling of Goods

1 The User shall check the product at the time of delivery and confirm that the product functions properly.

2 If, as a result of the preceding paragraph, a functional defect (not including scratches, stains, or other cosmetic problems) is found in the delivered product, the User shall promptly return the product to the place where the product was delivered and request a replacement. Upon receipt of such a request, the Company shall replace the product with a substitute. If the Company determines that replacement is difficult, the Company shall refund the usage fee paid. In such a case, the Company will take appropriate action, including arranging for a replacement.

3. The User shall safely store and use the product in accordance with the product's instruction manual.

Article 7 Prohibitions

Users shall not engage in any of the following acts when using the Service

(1) Use products in a manner other than that described in the instruction manual.

(2) Alter or refurbish the Product

(3) Assign or sublease the Product to a third party

(4) Infringement on the ownership rights of the Products, such as pledging or granting a security interest in the Products

(5) Intentionally damaging or destroying the Product

(6) Any other acts similar to the preceding items.

Article 8 Handling of Damaged or Lost Products

In the event that the Products are damaged or lost as a result of the User's doing any of the prohibited acts set forth in the preceding Article, or in the event that the User fails to return the Products to the location designated by the Company by the usage deadline set forth in this Agreement, the User shall, upon request by the Company, pay the price or repair costs for the damaged or lost Products or for any unreturned Products.

Article 9 Accidents Caused by the Products

Users shall use the Services and Products at their own risk, and in principle, the Company shall not be held liable for any damage incurred by User or third parties as a result of the use of the Services and Products. However, if an accident occurs to the user or a third party due to a defect in the Products, etc., the Company shall take the necessary measures upon receiving a report from the User, but this shall not apply if the accident occurred for reasons attributable to the User.

Article 10 Identification

In order to verify the identity of a User, the Company may require the User to submit a prescribed identification card, in which case the User must submit said card to the Company.

Article 11 Handling of Personal Information

1. We will handle personal information (as defined in Article 2, Paragraph 1 of the Act on the Protection of Personal Information, hereinafter referred to as "Personal Information") disclosed by User in relation to the Service in accordance with the provisions of the Act on the Protection of Personal Information and related guidelines, as well as our Privacy Policy (<https://www.ana.co.jp/group/en/privacy/>).
2. In providing the Service, we may provide the User's personal information to the parties specified in each item of this section on behalf of the User.
 - (1) Our subcontractors for this service
 - (2) Relevant parties related to the provision of this service (such as the user's accommodation)
 - (3) An insurance company from which Minebea obtains insurance for the purpose of compensating for damages, etc. arising from an accident stipulated in Article 9.

Article 12 Exclusion of Antisocial Forces

1. The User represents and warrants that it does not currently fall under any of the following items and will not fall under any of the following items in the future.
 - (1) Gangsters
 - (2) Members of organized crime groups
 - (3) Persons related to organized crime groups
 - (4) Sokaiya
 - (5) Other items similar to the preceding items
2. The User shall ensure that he/she will not commit any of the following acts by himself/herself or by using a third party
 - (1) Actions that have a close relationship with antisocial forces, such as providing funds to antisocial forces
 - (2) Violent demanding actions
 - (3) Unreasonable demands beyond legal responsibility
 - (4) Use of threatening words or deeds or violence in connection with transactions
 - (5) Acts of spreading false rumors, using deceptive means or force to defame confidence or obstruct business
 - (6) Other acts similar to the preceding items

Article 13 Suspension of this Service

In the event that any of the following items applies, we may suspend provision of this service by notifying the User to that effect in advance. However, in the event of an emergency or other unavoidable circumstances, the Company may suspend provision of the Service without prior notice.

- (1) In the event of unavoidable circumstances, such as emergency maintenance or inspection of equipment or Products for this Service.
- (2) In the event of failure or malfunction of the equipment or Products used for this Service

- (3) When unavoidable for technical or operational reasons
- (4) When the Company is unable to provide the Service due to a natural disaster or other force majeure
- (5) In any other case that the Company deems necessary.

Article 14 Disclaimer

1. The Company's liability to users of the Service shall be limited to those set forth in these Terms of Use, and the Company shall not be liable for any matters not specified in these Terms of Use.

2. The Company shall not be liable for any damage incurred by the User due to any of the following reasons.

- (1) Damages caused by natural disasters, war, riot, civil war, terrorism, suspension or disruption of water supply, electricity, transportation, communication, broadcasting or other social infrastructure, serious epidemics or pandemics, enactment, amendment or repeal of laws and regulations, orders or disposition by public authority, acts of dispute, or other force majeure
- (2) Damage caused by reasons attributable to the User
- (3) Damages caused by the acts of third parties including other users

3. In the event that the Company is liable for damages to the User, the amount of damages shall be limited to the amount equivalent to the usage fee for this Agreement, except in the case of willful misconduct or gross negligence on the part of the Company.

Article 15 Liability

In addition to the cases set forth in Article 8, if the Company or a third party suffers damages due to reasons attributable to the User, the User shall compensate the Company or the third party for such damages.

Article 16 Modification of these Rules and Regulations

The Company reserves the right to change these Terms of Use at any time. The revised Terms of Use will be posted on the designated reservation site and other locations designated by the Company.

Article 17 this Matters not stipulated in the Agreement

Any matter not stipulated in shall be settled through good faith consultation between the User and the Company.

Article 18 Jurisdiction

In the event that litigation is unavoidable with respect to this Agreement, the Tokyo District Court shall have exclusive jurisdiction as the court of first instance.

July 1, 2025 Requirements