

TERMS OF USE AND MEMBERSHIP RULES

Each member of FITNESSRePLAY24/7 (hereinafter referred to as the "Club") is kindly requested to fully comply with the provisions stipulated below in connection with its use of the Club, so that all members can use the Club with pleasure and comfort.

In addition, each member is asked to cooperate with the Club in keeping its facilities clean and hygienic so that they can be continuously used as relaxation spaces conducive to the members' health improvement and maintenance.

ARTICLE 1 [SCOPE OF APPLICATION]

These Terms and Rules (hereinafter collectively referred to as the "Terms") shall apply to the members as it pertains to their use of the services that are provided by the Club.

ARTICLE 2 [MEMBERSHIP SYSTEM]

1. The Club is operated based on its membership system.
2. If a person is intent on joining the Club, it shall consent to these Terms, fill out and submit to the Club the prescribed membership application form, written pledge, etc. (including the web-based membership application method involving electromagnetic media and record; hereinafter referred to as the "Membership Application(s), etc."), and execute the specified contracts including the Club's terms of use, etc. Once the aforementioned process is completed, the person is granted Club membership and may start using the Club facilities.
3. If a person that is still a minor is intent on joining the Club, its membership application process shall include the person cosigning the prescribed parent consent form along with its parent or guardian and submitting it along with the rest of the Membership Application, etc.
4. Each person that joins the Club and becomes a registered member (hereinafter referred to as the "Member(s)") shall comply with these Terms (including any future revisions implemented pursuant to ARTICLE 22 hereof) along with the rest of the rules and terms of use applicable to the Club facilities.

ARTICLE 4 [MEMBERSHIP ELIGIBILITY]

Persons that meet any of the conditions as set forth below may not become Members of the Club:

- (1) persons that are unable to comply with these Rules and the rest of the Club rules and terms of use;

- (2) persons whose identities as stated in their Membership Applications, etc. cannot be verified;
- (3) persons that are determined by the Club to be current members of organized crime groups or other types of anti-social forces;
- (4) persons that are determined by the Club to be using illegal drugs;
- (5) persons that are prohibited by physicians, etc. from exercising;
- (6) persons that have any communicable disease or any disease that could infect others;
- (7) persons that are below the age of 12; provided, however, that persons that can present their student IDs indicating they are at least 12 years old are excluded from the foregoing restriction;
- (8) persons that are minor and are unable to obtain their parents' or guardians' consent to their becoming Club Members;
- (9) persons that are unable to consent to any of the confirmed matters, consented matters, etc. as set forth in the membership application form; and
- (10) persons that the Club determines are unfit to become Club Members.

ARTICLE 5 [MEMBERSHIP FEE, SECURITY KEY FEE, ETC.]

1. The Club's membership fee, security key issue fee, and other fees (hereinafter collectively referred to as the "Membership Fee, etc.") are as specified by the Club.
2. Each Member shall pay the Membership Fee, etc. using the method by the due date as specified by the Club. As for the first payment due date for each newly joining Member, the Club shall specify a date in each instance.
3. Each Member shall be obliged to pay the Membership Fee, etc. as specified in these Terms, regardless of whether or not it uses the Club. No refund shall be provided on the Membership Fee, etc. once they are paid, unless otherwise specified in these Terms.
4. The Club may revise the Membership Fee, etc. In each instance of revision, the Club shall comply with all applicable laws, and shall notify the Members of the upcoming revision at least two weeks before the first bank withdrawal date on which the revised Membership Fee, etc. will be deducted, after which point, the revised amounts of the Membership Fee, etc. shall apply.

ARTICLE 6 [SECURITY KEYS]

1. The Club shall issue a security key to each Member.

2. When a Member enters into the Club facilities, it shall present the security key that has been issued to it, and if a Member does not have its security key with it, it may not enter into the Club facilities.
3. Each security key may only be used by the Member to which it is issued by the Club as well as by others that are authorized by the Club to use the Club facilities, and may not be used by any other persons.
4. Each Member is prohibited from loaning its security key to a third party. If a Member is found to have loaned its security key to a third party, it becomes the subject of Club membership revocation pursuant to these Terms.
5. If a Member's security key is lost, stolen, or broken, the Member shall swiftly report the information to the Club, and then, if the Club deems it reasonable to allow it, the Member may have its security key reissued by paying a reissuance fee (JPY 3,200, tax not included).

ARTICLE 7 [USE BY NON-MEMBERS]

The Club may allow any person that is not a Member (hereinafter interchangeably referred to as the "Visitor(s)," " Observer(s)/Trial User(s)," and "Guest(s)") but meets all of the conditions as set forth below to use the Club facilities.

1. Each Visitor must pay the visitor usage fee as specified by the Club.
2. Each Visitor and Observer/Trial User must obtain the Club's consent in writing in advance.
3. Each Visitor, Observer/Trial User, and Guest must follow all the rules to be complied with as set forth in these Terms.

ARTICLE 8 RULES TO BE COMPLIED WITH

Along with the rest of the provisions of these Terms, each Member shall comply with the following rules.

- (1) When it uses the Club facilities, each Member shall follow all the written rules as well as the customary rules, the Club's explanatory notes and instructions.
- (2) When it uses the Club facilities, each Member shall comply with the Club's dress code and refrain from engaging in any of the prohibited acts as set forth below at all times.
 - ① Do not wear the types of clothes, shoes, other fashion items, accessories, etc. that could cause damage to the Club facilities or equipment, including but not limited to jeans and jeans-like clothes, shoes, accessories, etc. having the typical stitches and rivets.

- ② Do not wear the types of clothes, shoes, other fashion items, and accessories that lack flexibility, have slippery quality, or could get caught in equipment, etc., or are otherwise unsuitable for training, including but not limited to sandals, *zori* (traditional Japanese sandals), boots, etc.
 - ③ Do not wear the types of clothes, shoes, accessories, etc. that could injure any Members and other users of the Club.
 - ④ Do not leave unclothed either of the entire upper or lower body, or be on bare feet, wearing only the underwear, or the like.
 - ⑤ Do not wear high-heeled or slippery shoes or any other shoes that are not suitable for training.
 - ⑥ Do not wear any other types of clothes, shoes, fashion items, or accessories that are deemed inappropriate by the Club.
- (3) The following acts are prohibited at the Club facilities:
- ① act of selling merchandise, conducting other business activity, provision or receiving of financial loans, business solicitation, political activity, requesting participation in unauthorized questionnaire surveys, etc., and petition canvassing within the facilities;
 - ② act of bringing any knives, etc. or other hazardous items into the facilities that could harm or damage others, facilities, or equipment;
 - ③ act of touching another person's property without a justifiable reason;
 - ④ act of providing personal training to another Member or user without the Club's written permission or engaging in any activity that may be deemed as such;
 - ⑤ act of bringing another person along to the Club facilities that is not permitted to use the Club facilities pursuant to these Terms;
 - ⑥ act of throwing an object, breaking or hitting an object, or any other behavior that might evoke a sense of fear in another Member, user, or staff;
 - ⑦ act of making loud or strange voice, being violent to another Member, user, or staff, blocking another person's path for intimidation or causing nuisance;
 - ⑧ act of hiding and waiting for, stalking, or talking to another Member, user, or staff in an unjustifiable manner;
 - ⑨ act of monopolizing staff's resources or otherwise causing nuisance without a justifiable reason in an interview, over the phone, or through other means;

- ⑩ act of entering into the Club facilities while intoxicated with alcohol;
- ⑪ act of bringing any animal into the Club facilities; provided, however, that the foregoing restriction shall not apply to assistance dogs that are approved by the Club in advance;
- ⑫ act of interfering with another Member or user's use of the Club facilities; and
- ⑬ act of disrupting order at the Club or of damaging the Club's reputation, trust, or class.

ARTICLE 9 [PROHIBITED ENTRY INTO, AND EXPULSION FROM, FACILITIES]

1. If a person meets any of the conditions as set forth below, the Club may issue an order prohibiting the person from entering into the Club facilities or expelling the person from the Club facilities for a reasonable period as the Club deems fit:
 - (1) if the person is in breach of any of these Terms (including without limitation ARTICLE 8 hereof) or any other applicable rules;
 - (2) if the person is deemed by the Club to be lacking the membership eligibility as set forth in ARTICLE 4 hereof, if the person is found to have provided any false information during the membership application process, or intentionally neglected to disclose any significant fact to the Club concerning its membership eligibility;
 - (3) if the person is determined by the Club to be unfit to use the Club facilities in a normal manner due to poor physical condition, drug use, etc.;
 - (4) if the person is apparently exhibiting significantly unhygienic physical status or attire that is deemed by the Club to be causing a sense of discomfort to another Member or third party;
 - (5) if the person is found to have entered into the Club facilities without carrying its security key with it without the Club's permission;
 - (6) if the person has allowed a non-Member to enter into the Club facilities without following the procedure as set forth in these Terms, or if the person is a non-Member that was let into the Club facilities without proper authorization by another person that is a Member as described above;
 - (7) if the person has failed to pay the Membership Fee, etc. for three months or longer due to its own reason, in whole or in part;
 - (8) if the person has caught an infectious disease, or any disease that could be communicated to or infect others; or
 - (9) if the person is otherwise deemed by the Club to be deserving of being

prohibited from entering into the Club facilities or of being expelled from the Club facilities.

2. If a Member is prohibited from entering into the Club facilities as set forth above, it shall continuously pay the Membership Fee, etc. during the entry prohibition period.

ARTICLE 10 [TEMPORARY SUSPENSION OF USE AND RESUMPTION OF USE]

1. If a Member intends to temporarily suspend its use of the Club facilities, it may do so by the month, by coming to the Club or having its duly appointed agent, whose delegated legal authority must be verifiable, come to the Club in person, and filling out and submitting the prescribed temporary use suspension request form to the Club. This process may not be handled over the phone, email, facsimile, etc.
2. If a Member intends to request a temporary use suspension as set forth above, it shall complete the process at least by the 10th day of the month immediately preceding the month from which the Member is intending for the temporary use suspension to commence, in which case, the Member shall officially be deemed to go on its temporary use suspension from the 1st day of the requested temporary use suspension month specified in the form. If this request process is completed on the 11th day or later in any given month, the temporary use suspension shall officially go into effect starting the 1st day of the second following month thereafter.
3. If a Member intends to go on a temporary use suspension, it shall pay the Club the temporary use suspension fee (JPY 1,000 per month, tax not included) as separately specified.
4. Even if a Member intends to go on a temporary use suspension, its active status does not officially change unless and until the temporary use suspension request process as set forth in this ARTICLE is completed, in which case, the Member will be charged the Membership Fee, etc. as it is normally charged, even if the Member does not use the Club facilities at all.
5. The allowable range of temporary use suspension is from three months up to a year.
6. If a Member goes on a temporary use suspension but the temporary use suspension period as specified in the temporary use suspension request form expires, the Member's active status is automatically restored by the month. In this case, the Member shall start paying the Membership Fee, etc. as it normally used to do, starting the active status resumption month.

ARTICLE 11 [VOLUNTARY MEMBERSHIP CANCELLATION]

1. If a Member intends to cancel its Club membership due to its own reason, it may do so, by coming to the Club or having its duly appointed agent, whose delegated legal authority must be verifiable, come to the Club in person, and filling out and submitting the prescribed membership cancellation form to the Club to leave the Club at the end of the month. This process may not be handled over the phone, email, facsimile, etc.
2. If a Member intends to cancel its Club membership, it shall complete the aforementioned process by the 10th day of the month in which the Member intends to cancel its membership, in which case, its membership is officially cancelled on the last day of the month. If this membership cancellation process is completed on the 11th day or later in any given month, the membership cancellation shall officially go into effect as of the last day of the immediately following month.
3. Even if a Member intends to leave the Club, its active status is maintained unless and until the membership cancellation process as set forth in this ARTICLE is completed, in which case, the Member will be charged the Membership Fee, etc. as it is normally charged, even if the Member does not use the Club facilities at all.
4. If a Member intent on leaving the Club has any outstanding payment of the Membership Fee, etc., in whole or in part, being owed to the Club, it shall be fully settled before the Member submits its membership cancellation form as set forth in paragraph 1 above.
5. Even if a Member is leaving the Club partway through any given month, the Member shall pay the full amount of the Membership Fee, etc. for the month.
6. If a Member falls behind on its payment of the Membership Fee, etc., in whole or in part, due to its own reason by three months, or fails to pay the Membership Fee, etc., in whole or in part, for three consecutive months, its membership shall be revoked pursuant to these Terms. In this case, the Member shall pay all the outstanding Membership Fee, etc. to the Club in cash or by another method as specified by the Club.
7. If a Member that has joined the Club less than six months ago intends to cancel its Club membership, it shall additionally pay a flat fee of JPY 5,000 (tax not included).

ARTICLE 12 [NOTIFICATION, ETC.]

1. If a Member has any change to any of the information provided on its membership

application form, etc., it shall swiftly notify the Club of the change through the specified procedure.

2. If the Club needs to send various types of notification, etc. to the Members, they shall be sent to the Members' current residential addresses or email addresses, etc. that have been provided by the Members, and these notifications shall take effect the moment they are sent. The Club shall be exempted from all responsibility even if any such notification as set forth above does not reach the Members at all or are delivered with delays, etc. after it has been sent.
3. If a Member used its student ID to join the Club, it shall present its student ID to the Club again before the month containing its 19th birthday.

ARTICLE 13 [EXPULSION FROM THE CLUB PURSUANT TO THESE TERMS]

1. If a Member meets any of the conditions as specified below, the Club may compulsorily expel the Member from the Club by revoking its membership:
 - (1) If the Member fails to comply with any of the provisions of these Terms (including without limitation ARTICLE 8 hereof) or any other rules of the Club;
 - (2) if the Member is deemed to have engaged in an act that is in violation of any law, ordinance, public order, or good moral, be it on or off the Club premises, that would negatively affect the Club operations in the Club's view;
 - (3) if the Member is deemed by the Club to be lacking the membership eligibility as set forth in ARTICLE 4 hereof, or has provided any false information in its membership application form or has intentionally withheld any significant fact related to its membership eligibility;
 - (4) if the Member meets any of the conditions as set forth in ARTICLE 11, paragraph 6 hereof;
 - (5) if the Member intentionally damages any equipment or fixture at the Club facilities or otherwise impairs the Club's reputation or trust, or disrupts order there; or
 - (6) if the Member is otherwise deemed to have engaged in any speech or act that is inappropriate for its status as Member.
2. If a Member is compulsorily expelled from the Club, it shall no longer be able to use any of the services offered by the Club from the moment of expulsion.
3. If a Member is compulsorily expelled from the Club and the Member has any Membership Fee, etc. prepaid or paid in any other way, no refund shall be provided to the Member.

4. If a Member is expelled from the Club pursuant to these Terms as set forth above, it shall be denied of another opportunity to rejoin the Club from that point on indefinitely.
5. If a Member is expelled from the Club pursuant to these Terms, and if any damage is caused resulting therefrom, the Club may file a request for damage compensation.

ARTICLE 14 [LOSS OF MEMBERSHIP STATUS]

If any of the events as set forth below arises, the Member(s) shall automatically lose their membership status:

- (1) if the Member voluntarily cancels its Club membership or is expelled from the Club pursuant to these Terms;
- (2) if the Member deceases or is declared missing, or if the Member is dissolved as a corporation; or
- (3) if the Club is shut down.

ARTICLE 15 PROHIBITED TRANSFER OF MEMBERSHIP STATUS, ETC.]

Each Member's status shall exclusively belong to the person, and may not be transferred, bought, sold, loaned, name changed, pledged, or otherwise provided as security, etc. to a third party, or inherited or comprehensively succeeded by a third party.

ARTICLE 16 [OPERATION DAYS AND HOURS]

The Club's operation days, operation hours, and staff service hours are as specified by the Club; provided, however, that if any weather or disaster-related circumstance, etc. arises that calls for it, the Club may change the aforementioned operation days, operation hours, or staff service hours without prior notice.

ARTICLE 17 [RESTRICTED USE OF CLUB FACILITIES]

1. If any of the circumstances as set forth below arises, the Club may restrict the use of any or all of the Club facilities. Even if such restriction is placed on any facilities by the Club, the Members' obligation to pay the Membership Fee, etc. shall not be reduced or suspended, unless otherwise specified by the Club, nor the Club shall provide any special compensation to the Members for the restricted use:
 - (1) if any weather condition, disaster, or other event arises that is deemed by the Club to negatively impact the Members, and due to which it is deemed

difficult to maintain the Club's normal operation;

- (2) if it is necessary to inspect, repair, or renovate any of the facilities or equipment;
- (3) if an enactment, amendment, or abolishment of any applicable law, administrative guidance, significant change in social or economic conditions, or another justifiable event occurs; or
- (4) if the Club allows for a temporary suspension of the facility operation.

2. If any such instance as set forth in the preceding paragraph arises, the Club shall publish the information in advance on its official website, etc.; provided, however, that the foregoing provision shall not apply to any exigent situation involving any inclement weather condition, disaster, etc.

3. The types of Club membership and allowed usage hours are as specified below.

- ① Regular: 24 hours a day
- ② Support: 60 years of age and above: 24 hours a day
Junior high school students and older up to the age of 25 with student IDs: 24 hours a day (however, minors' allowed usage hours are as specified in ARTICLE 17, paragraph 5 hereof).
- ③ Visitor: 11:00 to 20:00 (however, no use shall be allowed on no-staff days).
- ④ Guest: 24 hours a day
(however, each Guest must be accompanied by a Regular Member or a Support Member *except where the Regular Member is a minor).

4. MEMBERSHIP TYPE CHANGE

If a Member intends to change its membership type from the type specified at the time of its initial membership application to a different type, it shall complete the change procedure as specified by the Club by the 10th day of the month in which the Member intends to change the membership type, in which case the membership type change takes effect starting the 1st day of the immediately following month. If the aforementioned process is completed on the 11th day or later in any given month, the change takes effect starting the 1st day of the second following month.

If a Support Member reaches the age of 26, its membership type will automatically switch to Regular from the month containing the 26th birthday.

5. ALLOWABLE USAGE HOURS FOR MINORS

All minors are requested to not use the Club facilities during the following hours.

less than 16 years old: 19:00 to 5:00

less than 16 years old but are accompanied by their parents, etc.: 22:00 to 5:00

at least 16 years old but below 18 years old: 22:00 to 5:00

ARTICLE 18 [CLOSURE AND MODIFICATION OF CLUB FACILITIES]

1. The Club may close or modify any of its facilities, in whole or in part, for any of the circumstances as set forth below:
 - (1) if an inclement weather condition, disaster, etc. arises that is deemed by the Club to negatively affect the Members, and due to which the Club determines it is impossible to continuously operate the facilities;
 - (2) if an enactment, amendment, or abolishment of any applicable law, administrative guidance, significant change in social or economic conditions, or another justifiable event occurs, due to which the Club's business administration, etc. is impacted as such;
 - (3) If the Club's business administration, etc. encounters such an unavoidable circumstance that calls for it, and the Club is dissolved with three months' prior notice; provided, however, that if the aforementioned dissolution is attributable to a natural disaster, geological shift, government order or compulsory execution, or other force majeure event, the aforementioned prior notice period may be reduced to a reasonable extent by the Club.
2. Even if the Club facilities are closed or modified, the Members' obligation to pay the Membership Fee, etc. shall not be reduced or suspended, unless otherwise specified by the Club, nor the Club shall provide any special compensation to the Members for the closure or modification.

ARTICLE 19 [COMPENSATION RESPONSIBILITY AND COMPENSATION REQUEST]

1. Even if any incidents of property loss, theft, bodily harm, or any other similar events arise on the Club premises, the Club shall be exempted from all responsibility for such events.
2. If a Member or user causes damage to the Club or a third party due to a cause attributable to the Member or the user, it shall swiftly fulfill responsibility to compensate for the damage.
3. The Club shall be exempted from all responsibility for any trouble that may arise among Members or other users (whether it be on or off the Club premises).

4. When using the equipment, etc. at the Club facilities, each Member shall comply with all the precautions provided by the Club staff related to the equipment, etc., and if a Member experiences any issue that is not normal, it shall swiftly stop using the equipment. The Club shall be exempted from all responsibility for any accidents and injuries that occur as a result of the Members not complying with the aforementioned precautions.
5. The Club shall be exempted from all responsibility for any accidents, thefts, etc. that may occur in the parking lots, contracted parking spaces, bicycle and motorcycle parking spaces, etc. that are on or near the Club premises.
6. If the Club becomes aware of an instance where a Member or user has engaged in any speech or act that is in violation of these Terms, the Member or the user may receive a request to compensate for the damage resulting therefrom.

ARTICLE 20 [NOTICE AND PRIOR NOTICE]

If any notice or prior notice needs to be provided in connection with these Terms or any circumstance related to the Club, it shall be published on the Club's official website, etc.

ARTICLE 21 [DETAILED RULES]

Any matters not specified in these Terms and any detailed rules that need to be stipulated for operation execution purposes shall be specified by the Club.

ARTICLE 22 [REVISION OF THESE TERMS AND OTHER RULES]

The Club may revise these Terms, or any detailed rules, usage regulations, or any other rules, etc. concerning the operation and management of the Club pursuant to the applicable laws. Each such revision shall become effective and applicable to all Members as of the revision date.

ARTICLE 23 [TERMS OF USE APPLICABLE TO GUEST MEMBERS]

These Terms shall apply to Guest Members as their terms of use, *mutatis mutandis*. In this connection, if any damage is caused by a Guest Member, the full-time Member (Regular or Support) accompanying the Guest Member shall assume the damage compensation responsibility and damage compensation claim.

ARTICLE 24 [HANDLING OF LOST AND FOUND ITEMS]

As for any items that are lost and found in the Club facilities, their storage period shall

be 14 days. If the owners do not appear to claim such items within the aforementioned storage period, the Club may dispose of them. The Club shall not provide any compensation for the lost and found items that have been disposed of as set forth above.

ARTICLE 25 [OFFICIAL VERSION]

The official version of these Terms shall be the one written in the Japanese language, while the Club may translate it into any foreign language and issue a different version in which the Japanese text and its translation in a different language are provided side by side. If any inconsistency arises between the Japanese version and another version translated into a foreign language, the Japanese version shall take precedence over the translated version.

SUPPLEMENTARY PROVISION

These Terms shall become effective starting May 1, 2022.

[原文]

利用規約・メンバー会員規約

「FITNESSRePLAY24/7」(以下、「本クラブ」といいます。)利用に際し、皆様に快適にご利用頂く為に、下記事項を厳守されますようお願い申し上げます。

また本クラブが、健康づくりの憩いの場として清潔に保持出来ますよう、皆様のご協力をお願い申し上げます。

第1条 【適用範囲】

本規約は本クラブのサービスの利用に関し適用されるものとします。

第2条 【メンバー会員制】

5.本クラブはメンバー会員制とします。

6.本クラブに入会しようとするときは、本規約を承諾し、所定の入会申込書・誓約書等(Web 上の申込み等電磁的媒体・記録による場合を含み、以下「入会申込書等」といいます。)を提出し、利用規約等の諸契約を締結することにより本クラブへの入会が認められ、本クラブの諸施設を利用することができます。

7.未成年が入会を希望する場合は、所定の保護者同意書に本人とその親権者が連署の上、入会手続きを行うものとします。

8.本クラブに入会しメンバー登録をした者(以下「会員」といいます。)は本規約(第22条により改定されたものを含みます。)本クラブの施設内の諸規則を全て遵守しなければなりません。

第4条 【入会資格】

次の各号のいずれかに該当する者は本クラブの会員になることはできません。

- (11) 本規約および諸規則を遵守できない者。
- (12) 入会申込書等に記載された本人と同一人物であることを確認できない者。
- (13) 現在において暴力団または反社会的勢力に属すると本クラブが判断した者。
- (14) 違法薬物を使用していると本クラブが判断した者。
- (15) 医師等により運動を禁じられている者。
- (16) 伝染病、その他、他人に伝染する恐れのある疾病を有している者。
- (17) 12歳未満のもの。ただし、12歳以上の学生証をお持ちの方は除きます。
- (18) 未成年で本クラブの入会に関して親権者の同意を得られない者。
- (19) 入会申込書に含まれる「確認事項」「同意事項」等に同意できない者。
- (20) その他、本クラブが会員としてふさわしくないと判断した者。

第5条 【会費・セキュリティキー手数料等】

5. 本クラブの会費、セキュリティキー発行手数料、その他の費用(以下「会費等」といいます。)は本クラブが定めるものとします。
6. 会員は、会費等を本クラブ所定の方法で支払うものとします。支払時期は本クラブが定める日までに支払うものとします。入会時の初回支払時期は別途、本クラブが定めます。
7. 会員は、実際の本クラブの利用の有無にかかわらず、本規約が定める会費等を全て支払う義務があります。一旦支払った会費等は本規約の定めがある場合を除いて返還しません。
8. 本クラブは会費等の改定を行うことができます。その場合、本クラブは適用法令に従うとともに、改定料金の初回引落日2週間前までに会員に告知するものとし、以後は改定後の会費等が適用されるものとします。

第6条 【セキュリティキー】

6. 本クラブは、会員に対しセキュリティキーを交付します。
7. 会員が本クラブに立ち入る際には、当該会員に交付されたセキュリティキーを提示するものとし、会員本人がセキュリティキーを携帯していない場合は、本クラブに立ち入ることはできません。
8. セキュリティキーは、交付された会員本人もしくは本クラブが認める利用権限を有する者のみが使用し、他の者が使用することはできません。
9. 会員は、セキュリティキーを第三者に貸与することはできません。万一、セキュリティキーを貸与した場合は規約退会の対象となります。
10. 会員は、セキュリティキーを紛失、盗難、または破損が生じた場合には、速やかに本クラブにその旨と届けて、本クラブが相当と認めるときは、会員は再発行手数料(¥3,200 別税)を支払った上で、セキュリティキーの再発行を受けることができます。

第7条 【会員以外の利用】

本クラブは次の条件をいずれも満たす場合にのみ、会員以外の者(以下、ビジターもしくは見学・体験者またはゲストとといいます。)に本クラブの使用をさせることができます。

4. ビジターは本クラブが定めるビジター使用料を支払うこと。
5. ビジターまたは見学・体験者は事前に本クラブの書面による承諾を得ること。
6. ビジター、見学・体験者、ゲストは本規約に定める遵守事項を遵守すること。

第8条 【遵守事項】

会員は、本規約に別途定める他、以下を遵守しなければなりません。

- (4) 本クラブの利用にあたっては、記載されたルール、習慣上のルール、本クラブの説明並びに指示に従わなければなりません。
- (5) 本クラブ利用時は、常に本クラブが定める以下の禁止事項を含むドレスコードを遵守します。
 - ⑦ 施設または器具を傷つける可能性のある衣服、履物、服飾品または装飾品
ジーンズ・またはジーンズタイプのステッチあるいはリベット(びょう)がついている衣服、履物または装飾品等
 - ⑧ 伸縮性に欠ける、滑りやすい、器具等に巻き込まれる可能性があるなど、トレーニングにふさわしくない衣服、履物、服飾品または装飾品、サンダル、草履、長靴等
 - ⑨ 会員および他の本クラブ利用者を傷つける可能性のある衣服、履物、装飾品等。
 - ⑩ 上半身あるいは下半身裸、裸足、下着のみ、またはそれに準じる格好
 - ⑪ ヒールが高い、または滑りやすいなど、トレーニングにふさわしくない履物
 - ⑫ その他、本クラブがふさわしくないと判断した服装、履物、服飾品または装飾品
- (6) 本クラブ内において、以下の行為は禁止されます。
 - ⑭ 施設内における物品販売や営業行為、金銭の貸借、勧誘行為、政治活動、無許可のアンケート協力等の依頼行為、署名活動
 - ⑮ 刃物などの危険物や他者または施設、器具を傷つける可能性のある物品の施設内への持ち込み
 - ⑯ 正当な理由なく他者の所持品に触れること
 - ⑰ 他の会員もしくは他の利用者に対し、本クラブの書面による承諾なくパーソナルトレーニングを行い、またはそのように評価される活動を行うこと。
 - ⑱ 本規約に基づき本クラブの利用を認められていない者を同伴させること。
 - ⑲ 物を投げる、壊す、叩く等、他の会員や利用者、スタッフが恐怖を感じる危険な行為
 - ⑳ 大声、奇声を発する行為、他の会員もしくは利用者やスタッフに対する暴力行為、行く手を塞ぐ等の威嚇行為または迷惑行為
 - 21 他の会員、利用者、スタッフに対し、待ち伏せし、後をつけ、またはみだりに話しかける等の行為
 - 22 正当な理由なく、面談、電話、その他の方法でスタッフを拘束する等の迷惑行為

- 23 酒気を帯びての入館
- 24 動物を館内に持ち込むこと。ただし、あらかじめ本クラブが承諾した補助犬は除く。
- 25 他の会員または利用者の諸施設利用を妨げる行為
- 26 本クラブの秩序を乱し、またはその名誉、信用あるいは品位を傷つけること。

第9条 【入館の禁止、退場】

- 3. 本クラブは、以下の各号のいずれかに該当する者につき、相当期間の入館の禁止または退場を命じることができます。
 - (10) 本規約(第8条を含み、これに限らない)および諸規則を遵守しないもの
 - (11) 本クラブにおいて、第4条に定める入会資格を欠いていると判断した者、または入会に際し虚偽の申請をし、あるいは入会資格に関わる重要な事実を故意に申告しなかった者
 - (12) 本クラブにおいて、体調不良、薬物使用等により正常な施設利用ができないと判断した者
 - (13) 本クラブにおいて、著しく不潔な身体または服装により、他の会員等の第三者が不快に感じると判断した者
 - (14) 本クラブの承諾なくセキュリティキーを持たずに入館した者
 - (15) 本規約の手続きに従わず会員以外の者を入館させた者及び入館した会員以外の者
 - (16) 自己の都合により会費等の全部もしくは一部を支払わない月が3ヶ月以上連続した者
 - (17) 伝染病等、他人に伝染・感染するおそれのある疾病に罹患したとき
 - (18) 上記の他、本クラブが入館の禁止または退場を命じることが適切であると判断した者
- 4. 本クラブへの入館禁止中の会員は、禁止中も会費等を支払わなければならないものとします。

第10条 【休会および復帰】

- 7. 会員は、自らまたは法律上の権限を確認できる代理人をして、本クラブに来店し、所定の休会届の記入による手続きを行った上で、月単位で本クラブを休会することができます。電話、電子メール、ファクス等による申し出は受けられません。
- 8. 休会手続きは、休会開始を希望する月の前月10日までにを行うものとし、その場合、休会開始希望月の1日より休会扱いとします。各月の11日以降に休会手続きがとられた場合は、翌々月の1日より休会扱いとなります。

9. 休会する会員は、別に定める休会費(月額¥1,000 別税)を支払うものとします。
10. 本条の休会手続きが完了しない場合は休会扱いとなりませんので、本クラブのご利用がなくても通常の会費等が発生します。
11. 休会期間は3ヶ月から最長で1年間とします。
12. 休会していた会員は、休会届記載の終了日経過後、自動的に月単位で本クラブに復帰扱いとなります。その場合、復帰月から通常の会費等を支払うものとします。

第11条 【退会】

8. 会員が自己の都合により本クラブを退会する場合は、自らまたは法律上の権限を確認できる代理人をして、本クラブに来店し、所定の退会届の記入による手続きを行った上で、月末をもって退会することができます。電話、電子メール、ファックス等による申し出は受け付けられません。
9. 退会手続きは、退会を希望する月の10日までにを行うものとし、その場合、当該月の末日をもって退会となります。各月の11日以降に退会手続きがとられた場合は、翌月の末日をもって退会扱いとなります。
10. 本条の退会手続きが完了しない場合は在籍となりますので、本クラブのご利用がなくても通常の会費等が発生します。
11. 会費等の全部または一部が未納の場合は、第1項の退会届の提出までに完納しなければなりません。
12. 会費等は、退会が月の途中であっても、当該月分を全額支払わなければなりません。
13. 会員が自己の都合により会費等の全部または一部の滞納が3ヶ月間となった場合、または会費等の全部もしくは一部を支払わない月が3ヶ月連続した場合は、規約退会とします。また滞納分については全額現金または本クラブが指定した方法で支払わなければなりません。
14. 入会日より6か月以内での退会を希望する場合は一律¥5,000(別税)の支払いが発生します。

第12条 【届出等】

4. 会員は、入会申込書等に記載した内容に変更があったときは、速やかに本クラブにおいて、所定の手続きをもって変更の届出をしなければなりません。
5. 本クラブから会員への諸通知等は会員から届け出のあった最新の住所またはメールアドレス等あてに行い、その発送をもって効力を有するものとし、未達または延着等となっても、発信後の責を負いません。
6. 入会の際に学生証を提示した会員は満19歳の誕生日までに再度学生証の提出が必要

です。

第13条 【規約退会】

6. 本クラブは、会員が次の各号のいずれかに該当するときは、当該会員を本クラブから強制的に退会させることができます。
 - (7) 本規約(第8条を含み、これに限らない)及び本クラブの諸規則を遵守しないとき。
 - (8) 本クラブ内外にかかわらず、法令、条令または公序良俗に反する行為を行い、本クラブの運営に影響が生じると判断される時。
 - (9) 本クラブにおいて、第4条に定める入会資格を欠いていると判断したとき。または入会に際し虚偽の申告をし、あるいは入会資格に関わる重要な事実を故意に申告しなかったとき。
 - (10) 第11条6項に該当したとき。
 - (11) 本クラブ施設内において全ての器具・備品を故意に毀損させたとき
本クラブの名誉・信用を毀損し、または秩序を乱したとき
 - (12) その他、本クラブにおいて、会員としてふさわしくない言動があったと、本クラブが認めたとき。
7. 本クラブから強制的に退会させられた会員は、退会時から本クラブの全てのサービスを使用することができません。
8. 本クラブから強制的に退会させられた会員に対しては、本クラブは前納分または既払分の会費等があっても、これを返還することは致しません。
9. 規約退会処分を受けた会員は、将来にわたり期間の定めなく、本クラブへの入会はできません。
10. 規約退会処分を受けた会員は、それに起因する事象に対し損害賠償請求が発生する場合があります。

第14条 【資格喪失】

会員は、次の場合に、自動的にその会員資格を喪失します。

- (4) 退会または規約退会
- (5) 死亡または失踪宣言を受けたとき、及び法人の解散
- (6) 本クラブを閉鎖したとき。

第15条 【会員資格の譲渡禁止等】

本クラブ会員資格は、本人限りとし、第三者への譲渡、売買、貸与、名義変更、質権の設

定その他の担保に供する等の行為もしくは相続その他の包括継承はできません。

第 16 条 【営業日および営業時間】

本クラブの営業日、営業時間およびスタッフ受付時間については、本クラブが定めます。ただし、気象災害等の理由により、事前告知なく変更する場合があります。

第 17 条 【本クラブ施設の利用制限】

6. 次の理由により本クラブ施設の全部または一部の利用を制限することがあります。そのような制限がされる場合でも、本クラブが定める場合を除き、会員の会費等の支払義務が縮減または停止されることはなく、本クラブは会員に対し、特別の補償は行いません。

(5) 気象・災害等により会員にその災害が及ぶと本クラブが判断し、営業が困難と認めたととき。

(6) 施設、設備の点検、補修または改修をするとき。

(7) 法令の制定、改廃、行政指導、社会経済情勢の著しい変化、その他のやむを得ない事由が発生したとき。

(8) 本クラブが、休業を認めるとき。

7. 前項の場合、事前にその旨を本クラブのホームページ等にて告知します。ただし、気象災害等によって緊急を要する場合はこの限りではありません。

8. 会員の種類と利用可能時間は次のとおりとします。

⑤ レギュラー 全日 24 時間

⑥ サポート 60 歳以上の方 全日 24 時間

中学生から 25 歳以下の学生証をお持ちの方 全日 24 時間

(ただし未成年者の利用時間は第 17 条 5 項に定めるものとする。)

⑦ ビジター 11:00 から 20:00 (ただしノースタッフデイはご利用不可)

⑧ ゲスト 全日 24 時間

(ただしレギュラー会員もしくはサポート会員の同伴を条件とする。 ※未成年者が正会員の場合は除きます。)

9. 会員の種類の変更

入会時の会員種類から他の会員種類への変更を希望する場合、変更を希望する月の 10 日までに本クラブの所定の手続きを行った上で、翌月 1 日より変更を適用します。11 日以降に手続きを行った場合は翌々月 1 日からの適用となります。

また、サポートが満 26 歳の誕生日を迎えた場合、その誕生日より自動的にレギュラ

一に変更されます。

10. 未成年の利用時間

未成年の本クラブ施設利用に関し、下記項目のご利用はお控え下さい。

| | |
|---------------|------------------|
| 16歳未満の方 | 19:00 から 5:00 まで |
| 16歳未満で保護者同伴の方 | 22:00 から 5:00 まで |
| 16歳以上 18歳未満の方 | 22:00 から 5:00 |

第18条 【本クラブ施設の閉鎖・変更】

3. 本クラブは次の理由により施設の全部または一部を閉鎖、もしくは変更することがあります。
 - (4) 気象・災害等により会員にその被害が及ぶと本クラブが判断し、営業を不可能と認めたととき。
 - (5) 法令の制定、改廃、行政指導、社会経済情勢の著しい変化、その他本クラブの経営上等やむを得ない事由が発生したとき。
 - (6) 本クラブにおいて経営上等やむを得ない事由が発生した場合にあって、3ヶ月前に予告のうえ解散したとき。ただし、解散の原因が天災、地変、公権力の命令、強制その他の不可抗力である場合には、上記の告知機関を合理的に短縮することができるものとします。
4. 本クラブ施設の閉鎖、変更の場合、本クラブが別に定める場合を除き、会員の会費等の支払義務が縮減または停止されることはなく、本クラブは会員に対し、特別の補償は行いません。

第19条 【賠償責任及び賠償請求】

7. 本クラブ内で発生した紛失、盗難、傷害その他の事故について、本クラブは一切の責任を負いません。
8. 会員または他の利用者は、自己の責に帰すべき原因により、本クラブまたは第三者に損害を与えた場合は、速やかに賠償責任を果たさなければなりません。
9. 会員または他の利用者同士のトラブル(本クラブ内に限らない)において、本クラブは一切の責任を負いません。
10. 本クラブ施設内の器具等の利用において、本クラブスタッフより各器具等の注意事項は遵守し、異常を感じた場合は速やかにその器具の使用を中止すること。注意事項を遵守せずに発生した事故や怪我において、本クラブは一切の責任を負いません。
11. 本クラブ敷地内の駐車場及び契約駐車場、駐輪場での事故・盗難等について、本クラブは一切の責任を負いません。

12. 会員または他の利用者が、本規約に反する言動・行為があったと本クラブが認め
た場合、会員または他の利用者に対し賠償請求が発生することがあります。

第 20 条 【通知予告】

本規約および本クラブの諸事情に関する通知または予告は、本クラブホームページ等により行います。

第 21 条 【細則】

本規約に定めていない事項および運営遂行上必要な細則は、本クラブが定めるものとします。

第 22 条 【本規約その他の諸規則の改定】

適用法令に従い、本クラブは、本規約、細則、利用規定、その他本クラブの運営、管理に関する事項を改定することができます。また、その効力は改定日をもって全ての会員に適用されます。

第 23 条 【ゲスト会員利用規約】

ゲスト会員の利用規約は本規約に準じることとします。

また、賠償責任及び賠償請求は同伴した本クラブ正会員（レギュラーまたはサポート）が負うものとします。

第 24 条 【遺失・拾得物の取扱い】

本クラブ施設内での遺失・拾得物は保管期間を 14 日間とし、本クラブは保管期間を経過した遺失・拾得物を処分することができます。処分された拾得物に関して本クラブは何ら補償をいたしません。

第 25 条 【正本】

本クラブは、本規約を外国語に翻訳し日本語と外国語との対訳形式で本規約を発行することがありますが、日本語版を正本とし、日本語版と外国語版に不一致がある場合は日本語版が優先します。

付則、本規約は 2022 年 5 月 1 日より発効します。

