

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 injury 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).
8. Upon completing the termination procedure, the Member shall return the security device, wristband, and any other loaned items specified by the Club no later than the last date on which facility access is permitted.

If the return of such items is not confirmed by the final date of facility access, the Club shall charge the Member the replacement cost of the security device and wristband.

If any penalty fee arises, such fee shall be billed together with the membership fee for the month of termination.

Once the billing process has been completed, no refunds shall be made for any reason whatsoever.

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, name changed, bought, sold, loaned, pledged, or otherwise provided as security, etc. to a third party, or inherited or comprehensively succeeded by a third party.

However, only the first degree of relative can change the name.

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 and Conditions shall come into effect on May 1, 2022.

Supplementary Provision:

September 10, 2024 – Article 15 (Transfer of Membership Name to Immediate Family within the First Degree of Kinship)

Supplementary Provision:

February 16, 2026 – Article 11 (Regarding the Return of Loaned Items)

