

## TERMS OF USE OF PERSONAL RENTAL LOCKERS

### ARTICLE 1 [PERSONAL RENTAL LOCKER SERVICE]

1. The term "personal rental locker(s) (hereinafter referred to as the "Rental Locker(s))" as stipulated in these Terms means the lockers that are provided for exclusive use by the members of FITNESSRePLAY24/7 (hereinafter referred to as the "Club").
2. If a Club member is desirous of using a Rental Locker, it shall follow the application procedure as specified by the Club. Upon the Club's approval of the aforementioned application, these Terms of Use of Rental Lockers (hereinafter referred to as the "Terms of Use") shall form between the Club member (hereinafter referred to as the "User") and the Club.
3. The monthly usage fee of each Rental Locker is as specified in APPENDIX attached to these Terms.
4. Even if a User temporarily suspends its use of the Club, its locker rental contract shall remain in effect, and the User shall continue to pay its monthly usage fee, etc. as set forth in these Terms.
5. Each User is prohibited from altering the current condition of its Rental Locker and also from transferring or loaning to a third party the User's rights or status under the rental contract pertaining to its Rental Locker.

### ARTICLE 2 [CONTRACT PERIOD]

The effective period of the locker rental contract shall commence on the rental contract formation date (hereinafter referred to as the "Formation Date") as set forth in ARTICLE 1, paragraph 2 hereof and shall continue to remain in effect through the last day of the month containing the Formation Date; provided, however, that if neither the Club nor the User notifies the other of its objection to do so, the rental contract shall be renewed for another month starting the date that immediately follows the expiry date of the aforementioned period, without changing any of these Terms constituting the provisions of the rental contract, and the same procedure shall apply thereafter.

### ARTICLE 3 [PAYMENT OF MONTHLY USAGE FEE, ETC.]

Each User shall pay its locker usage fee using the method and by the payment due date as specified by the Club. As for the payment due date for each User that has newly joined the Club, the Club shall specify a date in each instance. Even if the rental contract between a User and the Club ends partway through a month, regardless of

what the reason may be, the Club shall not be required to recalculate the User's locker usage fee due for that month on a per diem basis, and the User shall pay the Club the full amount of the monthly usage fee.

#### ARTICLE 4 [TERMINATION PROCEDURE]

If a User intends to terminate the locker rental contract due to its own reason, the User or its duly authorized agent, whose legal authorization must be verifiable, shall come to the Club in person and follow the specified procedure, upon the completion of which, the aforementioned contract shall end. This procedure may not be handled over the phone, by email, facsimile, or any other means.

#### ARTICLE 5 [PROHIBITED MATTERS]

Each User shall refrain from engaging in any of the acts as set forth below as it relates to its assigned Rental Locker.

- (1) The User may not store any of the items described below in the Rental Locker:
  - ① cash, valuables (jewelry, premium watches, etc.), and other similar expensive items;
  - ② volatile substances, explosives, and other hazardous items;
  - ③ items that emit foul smells, items that are prone to rotting or deterioration, unsanitary items (wet towels, clothes, etc.), or other items that could soil or damage the Rental Locker;
  - ④ items the possession and/or carrying of which is prohibited by law; and
  - ⑤ items that are otherwise deemed unsuitable for being kept in the Rental Locker.
- (2) The User may not store its belongings in the Rental Locker beyond its storage capacity.
- (3) The User may not open the Rental Locker of any third party without obtaining its consent.
- (4) The User may not soil or damage the Rental Locker.
- (5) The User may not allow a third party to use the Rental Locker.
- (6) The User may not cause nuisance to any third party with its locker use by engaging in any of the acts as described in the preceding items.

#### ARTICLE 6 [HANDLING OF INSTANCES WHERE PROHIBITED ITEMS ARE STORED]

If the Club encounters an instance where it is suspected that any item being stored by

a User in its Rental Locker is in breach of item (1) of the preceding ARTICLE, the Club may open the Rental Locker, and if the Club determines at its sole discretion that it is appropriate to do so, the Club may take custody of the item, discard it, or take any other action on the item as needed for facility management purposes.

#### ARTICLE 7 [CANCELLATION OF RENTAL CONTRACT]

If a User meets any of the conditions as set forth below, the Club may cancel the rental contract with the User without being required to provide any notice or request to the User or follow any other procedure:

- (1) if the User breaches any provision of the rental contract, these Terms, other rules applicable to the Rental Lockers, or any other regulation specified by the Club;
- (2) if the User loses its qualification as member of the Club;
- (3) if the User is found to have used the Rental Locker for any unintended purpose not related to its use of the Club;
- (4) if the User is found to have provided false information in any procedure pursuant to these Terms; or
- (5) if the User otherwise fails to follow any instruction provided by the Club concerning the use of the Rental Locker.

#### ARTICLE 8 [HANDLING OF STORED ITEMS WHEN CONTRACT ENDS]

1. When a User's rental contract ends, regardless of what the reason may be, the User shall remove all its items stored in the Rental Locker by the contract end date and vacate the Rental Locker to the Club.
2. If the User fails to remove all its items stored in the Rental Locker prior to the rental contract end date, the Club may dispose of those items.
3. The Club may take any of the actions as set forth in ARTICLE 6 hereof pursuant to the preceding two paragraphs. In this case, the User shall not request the Club to provide any compensation in any way.

#### ARTICLE 9 [HANDLING OF MALFUNCTIONS, ETC.]

If the Club encounters an instance where a Rental Locker has a malfunction, etc. and requires inspection or maintenance urgently, or another instance where the Club deems it necessary to do so, the Club may remove the items from the Rental Locker and store them elsewhere or take any other action as needed. In this case, the User agrees in advance that it will not be able to use the Rental Locker for a certain period.

ARTICLE 10 [USER'S DAMAGE COMPENSATION RESPONSIBILITY, ETC.]

If a User commits any of the breaches as specified below concerning its Rental Locker, the User shall compensate the Club for the damage caused:

- (1) if the User's use of the Rental Locker is deemed to have caused significant soiling, damage, rusting, etc. to the Rental Locker, which is deemed to require a repair; or
- (2) if the User causes a breakage to the key or the lock of the Rental Locker.

ARTICLE 11 [INDEMNITIES]

1. Even if any of the items of a User being stored in its Rental Locker is lost or damaged, the Club shall be exempted from all responsibility for compensating the User for the damage, unless the loss or damage is attributable to the Club's intentional act or gross negligence.
2. If the Club is obliged to compensate for any damage pursuant to the preceding paragraph, the total amount of the damage compensation shall not exceed six months' locker usage fees.

ARTICLE 12 [OTHER MATTERS]

If any matter not specified in these Terms arises, the Users shall comply with the Club membership rules or any other instructions provided by the Club. In this connection, the Club shall disseminate the aforementioned rules and instructions to the Users by posting the information at the specified information corners within the Club facilities, publishing the information on the official website, and other means.

ARTICLE 13 [AMENDMENT]

1. The Club may amend or modify the rental contract or any of the detailed rules ancillary thereto from time to time as needed. In this case, the Club shall notify the members of the fact of the amendment of these Rules, etc. along with the specifics of the amendment and the date on which the amended Terms, etc. will take effect. The amended Rules, etc. shall apply to all Club members, etc. from the aforementioned effective date.
2. As for the notification methods to be used pursuant to the preceding paragraph, the Club shall post the information at the specified information corners within the Club facilities, and also publish the information on the official website; provided, however, that if the Club intends to increase the monthly locker usage

fee, etc. (except if such increase is due to a consumption tax rate change), the Club shall notify the Users by mailing the information to their registered addresses.

#### SUPPLEMENTARY PROVISION

These Terms shall take effect starting May 1, 2022.

[APPENDIX]

◆ Personal Rental Locker usage fee

Fee name	Amount (tax not included)	Remarks
Monthly usage fee	JPY 600	

\*Even if a User becomes unable to use its Rental Locker due to a malfunction, the User forgetting its combination number to unlock it, etc. in any given month, the Club will not refund the monthly usage fee for that month to the User, unless it is attributable to the Club's intentional act or gross negligence.