

Terms of Use of Facilities

These terms stipulate the basic matters pertaining to the use of facilities operated by Tokyu Sports Oasis (collectively referred to as the “Facilities”).

Article 1 (Operating Company)

The operating company of the Facilities is Tokyu Sports Oasis (hereinafter referred to as “the Company”).

Article 2 (Purpose)

The Facilities seek to maintain and improve the mental and physical health of their members, to engender communication between members, and help to spread the sports culture.

Article 3 (Members and Users)

1. People approved by the Company to use the Facilities are referred to as members. The types are decided by each facility. Prior notice will be given in case of discontinuation of a membership type or change to usage conditions
2. Members, other people using or having trial of the Facilities with tickets, invitations, or complimentary passes, people accompanying members, or other non-members using the Facilities through introductions, etc. are collectively referred to as users

Article 4 (Admission Eligibility)

- Members of the Facilities must meet all the following criteria.
1. Agree with the purpose and intention of the Facilities, and abide by these terms of use, rules, and other matters decided by the Company
 2. Must be in healthy condition. Must not have been warned not to exercise by a doctor
 3. Must not be a member of a criminal organization, an associate of such, or any person involved with similar organizations
 4. Must not have any tattoos (including fashion tattoos)
 5. Must not be suffering from heart disease, high blood pressure, infectious skin disease, communicable disease, psychological disorder or any similar condition
 6. Must be of a sufficient age as defined by each facility, or if underage, must have appropriate approval after a review by the Company
 7. Those under 20 years of age must have the specified written form giving permission from their parents or guardians for their entry. In such cases, the parents or guardians will jointly hold the responsibility with the applicant based on these terms of use, rules, and other regulations set by the Company
 8. Must not be a former member who was expelled, or a member who in the past failed to pay the membership fee and other costs
 9. Other people judged by the Company as unsuitable for becoming members

Article 5 (Membership Entry Procedures)

- Procedures for becoming a member consist of the following.
1. People wishing to use the Facilities must complete the designated application form (including online forms) with the required details and submit the required documentation for membership entry procedures. They must pay the admission fee, membership fees for the first two months (or 12 months in the case of corporate membership), and the

administrative fees.

2. The person must be eligible under all the criteria noted in the previous article and must be approved under review by the Company.

Article 6 (Admission Fees and Administrative Fees, etc.)

1. Admission fees will be decided separately by the Company. Admission fees, once paid, will not be refunded for any reason. However, a refund will be made to people refused membership after their eligibility review.
2. Members must pay fees (administrative fees, etc.) as decided by the Company when joining, rejoining, shifting to a different facility, or for other procedures.

Article 7 (Membership Fee)

Membership fee is separately decided by the Company and must be paid to the Company by the method specified by the Company. Because this club is run under a membership system, members must continue to pay the fees even for months when they do not use the Facilities.

Article 8 (Refund of Membership Fees)

Members who pay membership fees in half-yearly or yearly lump-sum payments will receive a refund if they discontinue their membership partway through the paid period. They must carry out the membership discontinuation procedures set out in Article 18, after which fee up to the month in which they discontinue their membership is calculated, and the difference to the lump-sum payment is refunded. Apart from the half-yearly and yearly lump-sum payments, membership fees, once paid, will not be refunded for any reason. However, refund will be made to people refused membership after their eligibility review.

Article 9 (Eligibility for Use)

People corresponding to any of the following cannot use the Facilities.

1. People considered unsuitable for using the Facilities (e.g. due to alcohol or any health condition)
2. People possessing dangerous items like knife etc.
3. People who have not paid their membership fees or administrative fees
4. People judged by the Company as being unsuitable to use the Facilities, e.g. unresolved disputes with the Company or with other users
5. People not meeting any criteria in Article 4

Article 10 (Membership Card)

1. The Company will issue a membership card as proof of the member's eligibility.
2. Members issued with a membership card as in the previous clause must carry the card and show the same when entering the Facilities. (Corporate members will use tickets.)
3. The membership card cannot be lent or transferred to another person.
4. If any member loses their membership eligibility according to Article 15, they must immediately return the membership card to the Company.

Article 11 (Renewal)

Membership of fixed term members will be automatically renewed under this article if membership discontinuation form is not submitted by the 10th of the month in which their

membership expires. (If 10th is a holiday for the Facilities, then form must be submitted by the working day prior to 10th.) On renewal of membership, the member needs to pay the renewal fee as decided by the Company.

Article 12 (Usage fee)

Users must pay the usage fee, specified separately by the Company, in order to use the Facilities.

Article 13 (Use of the Facilities)

1. Members can use the Facilities according to their membership type. The scope in which they can use the Facilities is specified in the rules.
2. The Company can use a booking system for part of the Facilities and can limit the usage time.
3. The Company can limit the usage time, frequency and user count of the Facilities to ensure a smooth and orderly usage of the Facilities.
4. The Company can limit use of the Facilities for the following reasons.
 - (1) Renovation or inspections of the Facilities
 - (2) For the Company to hold special events
5. The Facilities cannot be used on closed days as specified in Article 21.

Article 14 (Transfer of Membership or Change of Name)

Transfer of membership to another person or changes of name are not allowed, except in cases approved by the Company. The membership cannot be used as collateral.

Article 15 (Loss of Membership)

Members will lose their membership in event of occurrence of any of the following.

1. Discontinuation of membership.
 2. If deceased.
 3. If corporate member files or becomes subject to liquidation or bankruptcy, civil rehabilitation or corporate reorganization.
 4. No longer match the criteria for eligibility in Article 4.
 5. If expelled according to Article 17.
- The loss of membership occurs when the circumstances described in No. 2, 3, 4, and 5 occur, and for No. 1, when membership discontinuation occurs according to Article 18.

Article 16 (Prohibitions)

Users must not exhibit any of the following behavior when using the Facilities. If any user gets involved in any of the following, the Company can stop the user behaving in the said way, can suspend the use of the Facilities, or can make the user leave the Facilities.

1. Causing violence to other users or staff of the Facilities e.g. acts like pinching, pushing, punching etc.
2. Behavior that is illegal or contravenes public order and morale such as theft, sexual harassment, voyeurism, exposure, or spitting
3. Damaging or removing tools or equipment of the Facilities
4. Behavior that disfigures the Facilities e.g. graffiti or excreting outside the specified areas
5. Bringing dangerous items such as knife etc. into the Facilities
6. Sale of merchandise, marketing, handing out pamphlets,

loaning money, soliciting, asking for signatures, political activities, religious activities

7. Entering and using the Facilities when under the influence of alcohol
8. Occupying equipment, fixtures, or a particular space of the Facilities without permission from the Company
9. Using slanderous or abusive language toward other users or staff of the Facilities
10. Shouting or crying out in a loud or bizarre voice, blocking the movements of other users or staff of the Facilities, threatening others or otherwise acting in a way to cause trouble to others
11. Acting in a dangerous way to cause fear among other users or the staff of the Facilities e.g. throwing, breaking, or hitting thing
12. Waylaying other users or staff of the Facilities, stalking them, speaking to them without their permission, or forcefully attempting to establish a personal relationship with them
13. Interfering with the work of the staff of the Facilities without good reason e.g. seeking to talk with them, calling them, or otherwise restricting their actions
14. Smoking inside the Facilities (including vaping)
15. Taking photos inside the Facilities without permission
16. Bringing animals inside the Facilities (with the exception of cases accepted by the Company e.g. guide dogs, assistance dogs)
17. Use of mobile phones outside the designated area

Article 17 (Expulsion)

The Company can expel a member in event of any the following circumstances. However, depending on the specific circumstances, the Company may ask the member to rectify the actions, and may reconsider expulsion depending on the attempts at correcting the behavior.

1. False information in the documents submitted for the membership application
2. Failing to pay membership fee or other payments and ignoring payment reminders
3. If the person is found not to meet the eligibility criteria after gaining membership.
4. Failure to cooperate with other members, disrupting the orderly management of equipment and fixtures.
5. Other behavior recognized as not appropriate for a member of the Facilities.
6. Dishonoring or discrediting the Facilities or the Company.
7. Causing severe inconvenience to the Company and its employees, such as making improper or unreasonable demands when using the facilities
8. Acting in any manner as described in the clauses of Article 16, or contravening these terms of use, the rules, or other regulations set by the Company.

Members cannot claim for damage compensation, if expelled due to the any of the above reasons. Refund of membership fee is contingent on Article 8.

Article 18 (Discontinuation of Membership)

To discontinue membership, the member should complete the necessary procedures by the 10th of the month from which the member intends to discontinue the membership (or the previous working day if the Facilities are closed on the 10th). The membership is discontinued on the last day of the said month. If the necessary procedures are not completed by the

10th of the month in which the member intends to discontinue (or the previous working day if the Facilities are closed on the 10th), the membership will be discontinued on the last day of the following month. If the person is in arrears, they must complete all required payments. The member is obliged to make the payment, if any payment is pending after discontinuation of membership.

Article 19 (Management)

The Facilities are managed as per the following clauses.

1. The Company is responsible for management of the Facilities.
2. The Company may, at its own discretion, outsource the services provided to users of the Facilities.
3. Members may state their opinions regarding the management of the Facilities.
4. Members must understand that their personal requests may not be answered, out of consideration to maintaining the order of the Facilities or to individual circumstances.
5. Members and the Company will show mutual respect to each other so that users can enjoy the Facilities in a smooth manner. Users will show mutual consideration so that the other users can enjoy the Facilities in a pleasant way.
6. The Company will set rules for use and management of the Facilities and change these rules as necessary.

Article 20 (Compliance with Rules)

Users wishing to use the Facilities must go through the set procedures and obey these terms of use, the rules and other regulations set by the Company.

Article 21 (Closed Days)

The Facilities will be closed on days set by each facility each month, for the end of year and New Year's period, the summer vacation, for inspection and repair of equipment and fixtures, renovation of the facilities, and on days specified separately by the Company.

Article 22 (Opening Hours)

The opening hours are determined by each facility.

Article 23 (Company Immunity)

Users must use the Facilities taking responsibility for themselves and their belongings. The Company takes no responsibility whatsoever for compensating for stolen items, injuries, or other incidents occurring on the Facilities, except in cases caused by the Company.

Any injuries or accidents occurring due to mutual behavior of users will be resolved under the responsibility and expenses of the said user(s).

Article 24 (Responsibilities of Users)

Users must pay compensation if they cause injury or damage to the Company, to other users, or to third parties through use of the Facilities. Members who bring along or introduce other people to the Facilities are collectively responsible for those accompanying or introduced users.

Article 25 (Changes to Fee)

The Company may revise its admission fee, membership fee, or user fee and so on, according to changes in social or economic conditions. If the Company plans to revise any such fee, it will notify members at least one month in advance of such

changes.

Article 26 (Notification of Changes)

The member must submit a change notification to the Company in case of change in any of the members' personal information (e.g. name, address, contact details) stated in the application. The address and contact details should be sufficient for the Company to reach the member in case of an emergency.

Article 27 (Closure or Limitations on Use)

If the Company finds it very difficult to continue managing the Facilities or can no longer do so, due to the circumstances given below, it may close all or part of the Facilities, or restrict their use. Simultaneously, it can terminate its contracts with all members.

For circumstances where such closure is planned, members will be informed three months in advance in the case of closure of all Facilities, or one month in advance in other cases. Members cannot file formal objections (e.g. for compensation) in such cases, regardless of the circumstances. When limiting the use of the Facilities, as far as possible steps will be taken to allow use of other facilities.

1. Due to legal changes or revisions, or when ordered to by the authorities
 2. Due to force majeure e.g. a natural disaster or similar calamity
 3. When the Company judges it cannot manage the Facilities safely due to weather conditions, disasters, warnings, advisory messages, etc.
 4. Due to severe changes in social and economic circumstances
 5. For legally required inspections, improvements or necessary renovations
 6. When the Company judges the situation requires it, or when it is forced to do so due to unavoidable circumstances
- If use of the Facilities is limited under this article, the Company will refund membership fees on a pro rata basis depending on the validity of the membership fee, in case of any of the below situations.
1. If use of the Facilities is entirely restricted for over 10 days
 2. If no steps can be taken for use of nearby available facilities

If all the Facilities are closed (e.g. due to a discontinuation of business), in the same way as above, membership fees will be refunded on a pro rata basis depending on the validity of membership fee.

Article 28 (Protection of Personal Information)

The Company will formulate and abide by the policy for protection of personal information, to ensure that the personal information of users is safely and appropriately handled. The policy for protection of personal information is available on the Company's website.

Article 29 (Lost Items)

1. If a user lost or drops something (hereinafter referred to as "Lost Items") in the Facilities, the same shall be immediately notified to the Facilities.
2. The Company may dispose of Lost Items after they have been kept for a specified period as set by the Company. The Company may also dispose of perishable items such as food or flowers without regard to the above period of time, when it decides that they may cause trouble in terms of

hygiene.

3. Users who find lost items relinquish all rights to such lost items once they have handed them over to the Facilities.

Article 30 (Rules, etc.)

The Company will separately set out rules and other regulations for matters not covered by these terms or as necessary for the management of the Facilities.

Article 31 (Revisions of the Terms, etc.)

The Company may revise these terms based on the following clauses.

1. The Company can revise these terms and the rules, etc. as necessary. All members are deemed as a matter of fact by revisions to the terms and rules, etc., and to approve such.
2. If the Company revises the terms, etc. as in the above item, the same shall be notified to the members at least one month in advance.

Article 32 (Method of Notification)

Notifications to members for these terms will be posted inside the Facilities and on the Company's website.

Article 33 (Effectuation)

These terms are effected from June 15, 2019.