

## Terms of Use of the Facilities

These terms stipulate the essential 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 to help spread the culture of sports.

### Article 3 (Members and Users)

1. People approved to use the Facilities by the Company are called 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 persons using or experiencing the Facilities with tickets, invitations, or complimentary passes, persons 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 shall:

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. be in a healthy condition, and must not have been warned not to exercise by a doctor.
3. not a member of a criminal organization, an associate of such, or any person involved with similar organizations.
4. not have any tattoos (including fashion tattoos).
5. not have heart disease, high blood pressure, infectious skin diseases, communicable diseases, or any similar condition.
6. be of a sufficient age as defined by each facility, or if underage, have been specially approved after a review by the Company.
7. Underage minors must be given permission from their parents or guardians for admission through the specified document (including electronic records). In such cases, the parents or guardians must share responsibility with the applicant based on these terms of use, rules, and other regulations set by the

Company.

8. not be a former member who was expelled, or a member who in the past failed to pay their membership Fee and other costs.
9. not be someone who caused trouble in the past e.g., disturbed the Company or other users.
10. not be a person judged by the Company as unsuitable for becoming members.

### Article 5 (Membership Entry Procedures)

Procedures for becoming a member consist of the following.

1. Persons wishing to use the Facilities must complete the specified application form (including online forms) with the required details and submit the 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. When all the matters defined in the previous paragraph are completed with the entry procedures finished, membership is deemed to be accepted after 20 days have passed, as long as no rejection notice is given within that 20-day period. Eligibility as a member is backdated to the completion of entry procedures.

### Article 6 (Admission Fees and Registration Fees)

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

### Article 7 (Membership Fees)

Membership fees are paid to the Company in an amount and by a method specified separately 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 may 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 fees up to the month in which they discontinue their membership are calculated, and the difference to the lump-sum payment refunded. Apart from the half-yearly and yearly lump-sum payments, membership fees, once paid, will not be refunded for any reason.

However, the Company will refund to persons whose admission is refused after their eligibility review.

### Article 9 (Eligibility for Use)

Persons such as the following may not use the Facilities.

1. Persons judged by the Company to not be able to use the Facilities correctly (e.g., due to alcohol or being unwell).
2. Persons possessing dangerous items e.g., blades.
3. Persons who have not paid their membership fees or registration fees.
4. Persons judged by the Company as being unsuitable to use the Facilities, e.g., due to failure to resolve disputes with the Company or other users.
5. Persons not meeting the 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 who have received the membership card as in the previous section should present their membership card when entering the Facilities. (This will vary depending on the coupon for Corporate members)
3. The membership card cannot be lent or transferred to another person.
4. If a member loses their membership eligibility under Article 15, they must immediately return the membership card to the Company.

### Article 11 (Renewal)

Members with a set period of membership will be automatically renewed under the same conditions if they do not submit a membership discontinuation form by the 10th of the month, or by the business day prior to the 10th if the Facilities are closed on the 10th of the month in which their membership expires. On renewal of membership, members shall pay the Company the renewal fees decided by the Company.

### Article 12 (User fees)

Users must pay the user fees 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.
3. The Company may in some cases specify times the Facilities are available for use, the number of times they can be used, and/or the number of persons using them, in order to facilitate use of the Facilities.
4. The Company can suspend operation of part or all of the Facilities for the following reasons.
  - (1) Renovation or inspections of the Facilities.
  - (2) For the Company to hold special events.
5. The Company can freely set the types of lessons at the Facilities, the times they are held, and the types of machines and so forth, and can also change these.
6. The Facilities are unavailable 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 names is 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 if:

1. they discontinue their membership;
2. they are deceased;
3. corporate membership is terminated, or the company becomes insolvent, files or becomes subject to civil rehabilitation or corporate reorganization;
4. they no longer match the criteria for eligibility in Article 4, or;
5. they are expelled under 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 users behave as follows, the Company is allowed to stop the user behaving in the said way, have them discontinue use of the Facilities, or make them leave the Facilities.

1. Causing violence to other users or staff of the

- Facilities e.g., pinching, pushing, or punching them.
2. Behavior that is illegal or contravenes public order and morale e.g., stealing, secret photography, sexually harassing others, voyeurism, exposure, or spitting.
  3. Damaging or taking out 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 e.g., blades into the Facilities.
  6. Sale of merchandise, marketing, handing out pamphlets, loaning money, soliciting, asking for signatures, political activities, and religious activities.
  7. Entering and using the Facilities when under the influence of alcohol.
  8. Occupying equipment, fixtures, or a particular zone 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 things.
  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 e-cigarettes).
  15. Taking photos inside the Facilities without permission.
  16. Bringing animals inside the Facilities (with the exception of cases accepted by society e.g., guide dogs, assistive dogs).
  17. Use of mobile phones outside the specified area.

#### **Article 17 (Expulsion)**

Members will be expelled when the following circumstances occur. However, depending on the specific circumstances, the Company may ask the member to rectify their actions, and may reconsider their expulsion depending on their attempts at

correcting their behavior.

1. Including false information in the documents submitted for their membership application.
2. Failing to pay membership fees or other payments, and ignoring payment reminders.
3. If the person is found not to meet the eligibility criteria after his/her admission.
4. Failure to cooperate with other members, disrupting the proper 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 ways as described in the items of Article 16, or contravening these terms of use, the rules, or other regulations set by the Company.
9. Recognized by the Company as being unable to make sound judgments regarding their own behavior when using the Facilities.

Members cannot claim for damage compensation when expelled due to the above reasons. Refund of membership fees is contingent on Article 8.

#### **Article 18 (Discontinuation of Membership)**

When a member wishes to discontinue their membership, they should complete the necessary procedures by the 10th of the month in which they wish to discontinue their membership (or the previous working day if the Facilities are closed on the 10th). Their membership is discontinued on the last day of the said month. If they have not completed the necessary procedures by the 10th of the month in which they wish to discontinue their membership (or the previous working day if the Facilities are closed on the 10th), their membership will be discontinued on the last day of the next month. If the person is in arrears, they must complete all required payments. If the person remains in arrears after their membership is discontinued, they will be obliged to make the payments.

#### **Article 19 (Management)**

The Facilities are managed according to the following items.

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 shall acknowledge that their personal requests cannot be fulfilled for the purpose of the order of the Facilities or other individual situations.
5. Members and the Company will show mutual respect to each other so that users can enjoy the Facilities in a pleasant way. 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 will be determined by each facility.

#### **Article 23 (Company Immunity)**

Users must take personal responsibility for themselves and their belongings in the Facilities and any schools, programs, or events provided by the Company outside the Facilities. 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 by users will be resolved under the said responsibility and expenses of the said users.

#### **Article 24 (Responsibilities of Users)**

User(s) must compensate any injury or damage caused by them to the Company, to other users, or to third parties through use of the Facilities and any schools, programs, or events provided by the Company outside the Facilities. Members who bring along or introduce other persons to the Facilities are collectively responsible for those accompanying or introduced users.

#### **Article 25 (Changes to Fees)**

The Company may reset its admission fees,

membership fees, or user fees and so on, according to changes in social or economic conditions. If the Company resets its admission fees, membership fees, or user fees and so on, it will notify members at least one month in advance of such changes.

#### **Article 26 (Notification of Changes)**

If members' personal information (e.g., name, address, contact details) stated in the application forms is changed, the member must submit a notification of changes as soon as possible. The address and contact details should be sufficient for the Company to reach the member in case of an emergency.

#### **Article 27 (Restrictions of Use)**

The Company can restrict use of part or all of the Facilities when the following items apply. Members will be informed at least a month in advance of the intended restrictions on use. Members cannot file formal objections (e.g., for compensation) regarding these restrictions of use, regardless of the circumstances. When restricting the use of the Facilities, the Company will take steps to allow use of other facilities as far as possible.

1. Due to legal changes or revisions, or when ordered to by the authorities.
2. The Facilities respond to requests from the national government, local government, or a government agency for suspension of operation or shorter opening hours.
3. Due to force majeure, including a natural disaster or similar calamity.
4. When the Company judges that it cannot manage the Facilities safely due to weather conditions, disasters, warnings, advisory messages, etc.
5. Due to considerable changes in social and economic circumstances.
6. For legally required inspections, improvements or necessary renovations.
7. When the Company judges the situation requires it, or when it is forced to do so due to unavoidable circumstances.

#### **Article 28 (Closure)**

If the Company finds it very difficult to continue managing the Facilities or can no longer do so, it can close the Facilities, and simultaneously terminate its contracts with all members. Members will be informed at least three months in advance if the Facilities are to be closed. Members cannot file formal objections (e.g., for compensation) regarding the closure of the Facilities, regardless of the

circumstances.

#### **Article 29 (Refunds for Restrictions of Use)**

If use of the Facilities is restricted as per Article 27, and any of the following items apply, the Company will refund membership fees on a daily rate up to their expiration date.

1. If the entire Facilities cannot be used for over 10 days in the same month.
2. If the Company may take no steps for use of nearby available facilities.

If the Facilities are closed as per Article 28, membership fees will be refunded on a daily rate up to their expiration date.

#### **Article 30 (Protection of Personal Information)**

The Company will prepare and abide by a policy for protection of personal information, and handle the personal information of users safely and properly. The policy for protection of personal information is available on the Company's website.

#### **Article 31 (Lost Items)**

1. If a user leaves behind or drops something (hereinafter referred to as Lost Items) in the Facilities, they should immediately inform the Facilities of this fact.

2. The Company may dispose of lost items after they have been kept for a period of time 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 32 (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 33 (Revisions of the Terms, etc.)**

The Company may revise the terms of use according to the following items.

1. The Company is allowed to revise these terms of use and the rules, etc. as necessary. Revisions to these terms of use and the rules naturally apply to all members, and members are deemed to consent to such.

2. If the Company revises the terms, etc. as in the above item, it will notify members at least one month in advance of such changes.

#### **Article 34 (Method of Notification)**

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

#### **Article 35 (Effectuation)**

These terms of use are in effect as of April 1, 2022.