# FACILITIES USE REGULATIONS

These Regulations stipulate basic rules concerning the use of the facilities (hereinafter referred to as the "Facilities") that are operated and managed by SPORTS OASIS Inc..

# ARTICLE 1 OPERATION AND MANAGEMENT COMPANY

SPORTS OASIS Inc. (hereinafter referred to as the "Company") is the company responsible for operating and managing the Facilities.

### ARTICLE 2 PURPOSE

The Facilities are intended to help members maintain and improve health, both mentally and physically, through sports while facilitating mutual communication and promoting sporting culture.

### ARTICLE 3 MEMBERS AND USERS

- Persons that are approved by the Company to use the Facilities are referred to as "member(s)," the types of which are specified for each of the Facilities. If any membership type is to be abolished, or any terms of use to be modified, a notification shall be provided in advance.
- 2. Members, the individuals that use the Facilities based on their entitlement presented in the form of tickets. invitation cards, complementary coupons, etc., and other individuals that have signed up for trial or are otherwise allowed by the Company to use the Facilities because they are accompanied by, or referred from, members, or for any other reason, are collectively referred to as "user(s)."

### ARTICLE 4 MEMBERSHIP ELIGIBILITY

Only those that meet all of the following criteria are eligible to be members of the Facilities:

- 1. The person consents to the purpose and policy of the Facilities and agrees to comply with these Regulations and other detailed regulations, rules, etc. that are specified by the Company.
- 2. The person has no aberrant health condition and is not prohibited by a doctor from doing physical exercise.
- 3. The person is not a member or associate of any organized crime group or any enterprise affiliated with an organized crime group, or any other anti-social force that is similar to any of the aforementioned entities.

4. The person has no tattoos (including fashion tattoos). 5. The person has no heart disease, hypertension,

- contagious skin disease, or other contagious disease. 6. The person, if outside the age range as specified for the Facilities, is deemed fit for membership by the Company after a special review.
- 7. The person, if a minor, has obtained the consent of their guardian (including by way of electronic record), in which case, the guardian shall jointly assume with the minor all responsibilities under these Regulations and other detailed regulations, rules, etc. as specified by the Company.
- 8. The person has not previously had membership revoked or been delinquent in payment of membership fee or any other fee owed as a member.
- 9. The person has not previously caused any trouble to the Company or another user.
- 10. The person is not otherwise deemed unsuitable for membership by the Company.

# ARTICLE 5 MEMBER REGISTRATION PROCEDURE

The member registration procedure as set forth below applies.

1. If a person intends to use the Facilities, they must fill out the prescribed application form (which may be an electronic form) with the required information and submit it along with the specified documentation, etc. for their membership application processing. The person must then pay the new member admission fee, two months' membership fee (or 12 months' membership fee if the person is a corporation), and the administration fee as specified by the Company.

2. If the person completes all required actions as set forth in the preceding item for their member registration procedure and does not receive any communication that their membership application has been denied within 20 days thereafter, their membership shall be deemed to have been granted at that point. In this case, the person's active member status shall retroactively arise at the time of their completion of the member registration procedure.

### ARTICLE 6 NEW MEMBER ADMISSION FEE. ADMINISTRATION FEE, ETC.

- 1. The amount of the new member admission fee is as separately specified by the Company. Once a person pays the new member admission fee, it will not be refunded for any reason whatsoever. However, if a person applying for membership pays the new member admission fee but is denied membership in the eligibility review, the Company must refund the fee to the person.
- 2. Each member must pay the different types of administration fees, etc. as separately specified by the Company at the time of becoming a member, becoming a member again after lapsed membership, transferring from the Facilities initially signed up for, and other procedures.

### ARTICLE 7 MEMBERSHIP FEE

The amount of the membership fee is as separately specified by the Company. Each member must pay their membership fee using the method as specified by the Company. In this connection, since this is a members-only club, each member is required pay their membership fee every month regardless of whether or not they use the Facilíties.

# ARTICLE 8 MEMBERSHIP FEE REFUND

If a person that has already pay their membership fee in lump sum for six months or a year depending on their membership type files an application to cancel their membership within the period when the fee payment remains in effect, the person's membership cancellation procedure must be handled as specified in ARTICLE 18 hereof, in which case, the membership fee for the remaining period until the member cancellation month will be calculated as monthly payments and the difference from the membership fee already paid in lump sum will be refunded to the person. In this connection, no membership fees that have been paid by a method other than a sixmonths or one-year lump sum will be refunded for any reasons whatsoever. However, if a person applying for membership pays the new member admission fee but is denied membership in the eligibility review, the Company must refund the fee to the person.

# ARTICLE 9 USE ELIGIBILITY CRITERIA

A person meeting any of the criteria as set forth in the items below may not use the Facilities.

- 1. The person is deemed unsuitable by the Company to normally use the Facilities due to alcohol consumption, poor physical condition, etc.
- 2. The person is in possession of a knife or other hazardous item.
- 3. The person is delinguent in paying the membership fee, administration fee. etc.
- 4. The person has an ongoing, unresolved dispute with the Company or another user, or there is another circumstance involving the person, due to which the Company determines it inappropriate for the person to use the Facilities.
- 5. The person does not meet all the criteria as set forth in ARTICLE 4 hereof.

# ARTICLE 10 MEMBERSHIP CERTIFICATE

- 1. The Company must issue a membership certificate to each member to certify their status as an active member.
- 2. Each person that has been issued a membership certificate pursuant to the preceding paragraph must bring it along and present it when entering the Facilities

(a ticket must be brought and presented in the case of a corporate member).

- 3. No loaning or transferring of membership certificates to others is allowed.
- 4. If a member loses their membership status pursuant to ARTICLE 15 hereof, their membership certificate must be swiftly returned to the Company.

### ARTICLE 11 RENEWAL

If a member whose membership is granted for a definite period does not file a membership cancellation application in writing by the 10<sup>th</sup> day of the month in which the aforementioned period expires (or the immediately preceding business day if the 10<sup>th</sup> day falls on the Facilities' non-service day), their membership will be automatically renewed without modifying the terms of the membership. In this case, the member must pay the Company the renewal fee as specified by the Company.

# ARTICLE 12 USAGE FEE

If a user intends to use the Facilities, they must pay the usage fee as separately specified by the Company.

### ARTICLE 13 FACILITIES USE

- 1. Each member may use the Facilities according to their membership type. The allowed scope of Facilities use is as separately specified in detailed regulations, etc.
- 2. The Company may allocate certain sections of the Facilities for use based on reservations.
- 3. The Company may specify the hours of use, the number of times of use, and the number of individuals permitted to use the Facilities to allow for efficient use.
- 4. The Company may temporarily suspend the use of the Facilities, in whole or in part, in any of the circumstances as set forth below:
  - $\widehat{(1)}$  when the Facilities need to be improved, repaired, or inspected: or
- (2) when there is a special event to be hosted at the Facilities by the Company.
- 5. The Company may specify and change at its sole discretion the types of lessons offered at the Facilities, lesson times, the types of machines, etc.
- 6. The Facilities may not be used on non-service days as set forth in ARTICLE 21 hereof.

# ARTICLE 14 TRANSFER OF MEMBERSHIP STATUS AND MEMBERSHIP HOLDER CHANGE

Unless the Company allows it on a case-by-case basis, no member may transfer their membership status to another person or change the holder of their membership. In addition, no member may provide their membership as security, etc. to another person or otherwise dispose of their membership.

# ARTICLE 15 LOSS OF MEMBERSHIP STATUS

If a member meets any of the criteria as set forth in the items below, they will forfeit their membership status: 1. when the person cancels their membership;

- 2. when the person dies;
- 3. when a corporate member is dissolved or files for bankruptcy, civil rehabilitation, or corporate reorganization;
- 4. when the person no longer meets the membership eligibility criteria as set forth in ARTICLE 4 hereof; or
- 5. if the person has their membership revoked pursuant to ARTICLE 17 hereof.

Membership status will be forfeited at the time of disqualification based on items 2, 3, 4, and 5 above, or the time the person ceases to be a member due to cancellation based on item 1 above pursuant to ARTICLE 18 hereof.

# ARTICLE 16 PROHIBITED MATTERS

Each user must refrain from engaging in any behavior as set forth in the items below relating to use of the Facilities. If a user is found to have engaged in any such behavior, the Company may request the user to cease the behavior, suspend their use of the Facilities, and/or leave the Facilities:

- 1. striking, pushing, grabbing, or otherwise inflicting violence on another user or Facilities staff;
- 2. theft, sneak photography, sexual harassment, peeping, indecent exposure, spitting, or any other behavior that violates laws, regulations, public order, or good morals;
- 3. damaging or carrying off premises any equipment, items, etc. belonging to the Facilities;
- 4. soiling the Facilities by way of writing graffiti, urinating or defecating in any undesignated area, etc.;
- 5. bringing into the Facilities any knife or other hazardous item;
- 6. selling goods or engaging in other commercial activity, distributing flyers or the like, lending or borrowing money, any type of solicitation, collecting signatures for a cause, political activity, or religious activity;
- 7. entering or using the Facilities under the influence of alcohol:
- 8. occupying any equipment, installation or certain space within the Facilities without the permission of the Company;
- 9. slandering or defaming another user or Facilities staff member by way of speech or action:
- 10. intimidating or causing nuisance to another user or Facilities staff member by uttering a loud or aberrant voice, obstructing, etc.;
- 11. conducting dangerous behavior such as throwing an object, breaking an object, hitting, etc. that imparts fear to another user or Facilities staff member;
- 12. forcing a personal interaction, etc. on another user or Facilities staff member by ambushing, stalking, talking, or trying to converse for no good reason:
- 13. disrupting a Facilities staff member's work by keeping them occupied, etc. in a conversation, telephone call, or other situation without justifiable reason;
- 14. smoking within the Facilities (including vaping); 15. taking a photo or video within the Facilities without proper authorization;
- 16. bringing an animal into the Facilities (unless it is a guide dog, or other assistance dog, etc. permitted by the Company); or
- 17. using a mobile phone in an undesignated area.

# ARTICLE 17 REVOCATION OF MEMBERSHIP

If a member meets any of the criteria as set forth in the items below, the Company may revoke their membership. However, depending on the specific circumstance, the Company may request the member to remedy the circumstance, etc. and decide whether to revoke their membership while taking into consideration how the circumstance, etc. has been remedied:

- 1. if the member is found to have provided any false information or document that was submitted as part of their membership application;
- 2. if the member becomes delinguent in paying fees, etc. and fails to meet a subsequent payment demand;
- 3. if the member is found to be not meeting all the membership eligibility criteria or has ceased meeting them after becoming a member;
- 4. if the member fails to cooperate with other members or otherwise disrupts the orderly management and operation of equipment;
- 5. if the member otherwise engages in behavior unbecoming of their status as a member;
- 6. if the member impairs the reputation or trust of the
- Facilities or the Company; 7. if the member significantly confounds the Company or any of its employees by making an unjust and unreasonable demand in connection with their use of the Facilities;
- 8. if the member engages in any of the acts as set forth in the items of ARTICLE 16 hereof or violates these Regulations, any detailed regulation, or other rule, etc. specified by the Company; or
- 9. if the member is deemed by the Company to be incapable of making normal decisions concerning their own behavior relating to their use of the Facilities.

If a person has their membership revoked due to any of the reasons as set forth above, the person may not request that the Company compensate any damage resulting from the revocation. In this case, ARTICLE 8 hereof shall apply mutatis mutandis concerning the refunding of membership fees already paid at that point.

### ARTICLE 18 MEMBERSHIP CANCELLATION

If a member intends to cancel their membership, they may do so by completing the specified membership cancellation procedure by the 10th day of the intended cancellation month (or by the immediately preceding business day if the 10th day falls on the Facilities' non-service day) to have their membership status cancelled as of the last day of the month. In this connection, if the member fails to complete such procedure by the 10<sup>th</sup> day (or by the immediately preceding business day if the 10th day falls on the Facilities' non-service day) of the month, their membership will be officially cancelled as of the last day of the following month. If the member has any delinquent membership fee, etc., they must settle such payment in full. If the member has any delinquent fees, etc. after their membership status is officially cancelled, their payment obligation shall continue until the payment is settled in full.

# ARTICLE 19 OPERATION AND MANAGEMENT

The Facilities are to be operated and managed as set forth in the items below.

- 1. The Company shall be responsible for operating and managing the Facilities.
- The Company may at its sole discretion hire a contractor to outsource any service being provided to Facilities users.
- 3. Any member may offer their opinions on the operation and management of the Facilities.
- Members must acknowledge that the Company may not be able to respond to their individual requests in order to maintain order at the Facilities and out of consideration for individual circumstances.
- Members and the Company must act in a mutually respectful manner such that all users can use the Facilities comfortably. Meanwhile, each user must be considerate of other users so that they all can use the Facilities comfortably.
- 6. The Company may specify any rules concerning the use, operation, and management of the Facilities and amend them as needed.

# ARTICLE 20 COMPLIANCE WITH RULES, ETC.

Each user must follow the specified procedure related to their use of the Facilities while complying with these Regulations, detailed regulations, rules, etc. as specified by the Company.

### ARTICLE 21 NON-SERVICE DAYS

Days of the month so designated by each of the Facilities, year-end and New Year holidays, summer holidays, days on which any equipment must be inspected or repaired, days on which any facilities must be improved or repaired, and any other days separately specified as such by the Company shall be non-service days, on which the Facilities may not be used.

### ARTICLE 22 OPERATING HOURS

Operating hours shall be as specified by each of the Facilities.

### ARTICLE 23 DISCLAIMERS BY THE COMPANY

Each user shall be solely responsible for managing their own safety, etc. and their belongings inside the Facilities and at any school, program, event, etc. that is hosted by the Company outside of the Facilities. Hence, the Company shall be exempt from all responsibility for any theft, bodily harm, or other accident or incident that may occur inside the Facilities unless it is attributable to the Company. In addition, if any injury, accident, incident, etc. occurs to a user as a result of action by another user, those users shall resolve such situation on their sole responsibility and at their own cost.

#### ARTICLE 24 USER'S RESPONSIBILITIES

If a user causes damage to the Company, another user, or a third party inside the Facilities or at any school, program, event, etc. that is hosted by the Company outside of the Facilities, the user must compensate the damage. In this connection, if such damage is caused by a Facilities user accompanying a member or referred by a member, the member shall be jointly responsible for compensating the damage.

# ARTICLE 25 REVISION OF FEES

The Company may revise any of the new member admission fee, membership fee, usage fee, etc. to reflect changes in social and economic conditions. If the Company plans to make such revision, it must notify the members of the plan at least one month before the month from which the revision will take effect.

# ARTICLE 26 NOTIFICATION OF CHANGE

If a member has a change in their name, address, contact information, or other item previously entered in their membership application form, they must swiftly submit a notification of change to the Company describing the change. Meanwhile, when the Company needs to provide any emergency communication, etc. to the members, it may do so by sending such communication to their reported addresses or other contact points.

### ARTICLE 27 LIMITATION ON USE

If any of the circumstances as set forth in the items below arises, the Company may entirely or partially limit use of the Facilities.

When any limitation on use of the Facilities is planned, the Company shall notify the members of the plan at least one month in advance. No member may request that the Company compensate any damage resulting from such limitation on use or otherwise file an objection to such limitation on use, whatever its nominal designation may be. In this connection, each time the Company needs to enforce such limitation on use of the Facilities, it shall take steps to allow the use of the rest of the Facilities to the extent possible:

- if a statutory or regulatory enactment, amendment, or abolishment occurs, or if any governmental guidance is given, necessitating the limitation on use;
- if the government, or any municipality or government agency requests or asks the Facilities to temporarily suspend operation or reduce operating hours, etc., and the Facilities agree to it;
- if a natural disaster or other force majeure situation occurs.
- if the Company determines it is impossible to ensure safe operation of the Facilities due to a certain meteorological condition, disaster, warning, advisory, etc.;
- 5. if a significant change in social or economic condition arises:
- if a statutorily required inspection, improvement, or other facilities repair, etc. arises; or
- 7. if there is another circumstance due to which the
- Company deems it necessary or it is justifiable to limit use of the Facilities.

### ARTICLE 28 CLOSURE

If it becomes impossible or significantly difficult for the Company to continuously operate the Facilities, the Company may close the Facilities and simultaneously cancel its contracts with all its members. If the Company has a plan to close the Facilities, it shall notify the members of the plan at least three months in advance, in which case, no member may request that the Company compensate any damage resulting from such closure of the Facilities or otherwise file an objection to closure, whatever its nominal designation may be.

### ARTICLE 29 REFUND IN CONNECTION WITH LIMITATION ON USE OF THE FACILITIES, ETC.

If the Company must enforce limitation on use of the Facilities as set forth in ARTICLE 27 hereof, wherein all of

the circumstances as set forth in the items below arise, it shall refund already paid fees to each affected member on a pro rate basis, depending on each member's fee expiration date and amount of fees:

 If the Facilities are unavailable for use in their entirety all day in excess of a total of 10 days during that month; and
If the Company is unable to make an arrangement for the

2. If the Company is unable to make an arrangement for the affected users to use other Facilities nearby. In addition, if closure of the Facilities pursuant to ARTICLE 28 hereof occurs, the Company shall refund already paid fees to each affected member on a pro rata basis, depending on each member's fee expiration date and amount of fees.

# ARTICLE 30 PROTECTION OF PERSONAL INFORMATION

The Company shall formulate and abide by its own privacy policy specifying how personal information should be handled, and handle users' personal information in a secure and appropriate manner. Such policy shall be posted on the Company's website.

### ARTICLE 31 LOST AND FOUND ITEMS

- If a user leaves behind or otherwise loses any belongings at the Facilities (hereinafter referred to as "lost and found item(s)"), the user must file a report with the Facilities.
- 2. The Company may dispose of lost and found items once their storage period as separately specified by the Company expires. In addition, if the Company determines that continuously storing any lost and found items could give rise to a hygiene issue because they are food, fresh flowers, etc. that rot, etc., the Company may dispose of them irrespective of the specified storage period.
- If a user finds another's lost and found item and delivers it to the Facilities, the user shall be deemed to have forfeited any rights relating to the item.

# ARTICLE 32 DETAILED REGULATIONS, ETC.

Any matters not specified in these Regulations or matters necessary for operation of the Facilities shall be separately specified by the Company in the form of detailed regulations, rules, etc.

### ARTICLE 33 AMENDMENT OF REGULATIONS, ETC.

The Company shall amend these Regulations and other regulations, etc. as set forth in the items below.

 The Company may amend these Regulations, detailed regulations, etc. as needed. Each member agrees in advance that when these Regulations or any detailed regulation, etc. is amended, it will have its intended effect on all members as a matter of course.

2. If the Company plans to amend these Regulations or any other regulation, etc. as set forth in the preceding paragraph, it must notify the members of the plan at least one month before the amendment.

# ARTICLE 34 NOTIFICATION METHOD

The method of notification to the members pursuant to these Regulations shall be by posting information inside the Facilities and on the Company's website.

### ARTICLE 35 EFFECT

These Regulations shall take effect from April 1, 2024.