

CASE Shinjuku Terms of Service

Machizukuri TAKADANOBABA Co. (hereinafter referred to as the "Company") has established the following terms of service for the smooth and appropriate use of CASE Shinjuku (Location: 4th and 5th floors of Banforet Sankei Building, 1-28-10 Takadanobaba, Shinjuku-ku, Tokyo), which is operated by the Company. The following are the Terms of Use (hereinafter referred to as the "Terms").

Article 1 (Subject)

1. These Terms and Conditions apply to the following persons (regardless of whether they are corporations or individuals) (hereinafter referred to as "Users") who use the facility.
 - ① Users of the Monthly Use Service
 - ② Users of temporary use service (drop-in service)
 - ③ Other guests of ①, and participants in seminars or events, etc.
2. The Company may restrict the use of some or all of the facilities or equipment, etc. in the facility depending on the classification of users in the preceding paragraph.

Article 2 (Usage Fees, etc.)

1. The user shall be entitled to use the various services outlined in these Terms and Conditions (hereinafter referred to as the "Service"), and the user shall pay to the Company a usage fee determined by the Company for each usage plan (hereinafter referred to as the "Usage Fee").
2. Payment of the Usage Fees shall be made in accordance with the method separately determined by the Company.
3. Once the Usage Fees have been paid, they shall not be refunded for any reason, including, but not limited to, cancellation or invalidation of the application for use, or revocation of eligibility for use.

Article 3 (Business Hours, etc.)

1. In principle, the business hours and regular holidays of the facility shall be as follows (hereinafter referred to as "business hours").

Business hours: Monday through Saturday, 10:00 a.m. to 6:00 p.m.
Closed: Sundays, national holidays, summer and year-end, and New Year holidays

2. In the event of a change in business hours or temporary closure due to unavoidable circumstances, the Company shall notify users of the change on a notice board at the facility or on the Company's Web site.

Article 4 (Internet Environment Provision Service)

1. The Company shall provide users with an environment that enables Internet access at the facility (hereinafter referred to as "Internet Environment Provision Service").
2. The Company shall not be liable for any of the following problems that may occur when users connect to the Internet using the line provided by the Company.
 - ① Suitability of websites on the Internet
 - ② Safety of system programs, files, etc. available through the Internet
 - ③ Errors or malfunctions on the Internet
 - ④ Damages caused by the unavailability of the Internet
 - ⑤ Leakage of personal and confidential information through the use of the Internet
 - ⑥ Unauthorized external access or modification through the use of the Internet
 - ⑦ Other troubles, etc. related to each of the preceding items
3. The Company may temporarily suspend the Internet environment provision service when the Company deems it necessary for business operations or when unavoidable circumstances arise.
4. The Company shall not be liable for any damages incurred by the User due to the Company's inability to provide the Internet environment, regardless of the cause and regardless of whether or not such damages are attributable to the User.

Article 5 (Copy Machine Service)

1. The User shall use the copiers installed by the Company in the Company's facilities (hereinafter referred to as "Copiers") for the use of the Copier service with the method upon payment of the Copier Usage Fee determined by the Company.
2. The Company shall not be liable for any damages incurred by the User as a result of the User's failure to use the copiers due to operational errors, inability to use the copiers, malfunctions, or other causes beyond the Company's control.

Article 6 (Equipment Rental Service)

1. If a user wishes to use equipment such as microphones, projectors, etc. (hereinafter referred to as "equipment, etc.") owned by the Company at the Company's facilities, the user shall clarify the purpose of use of such equipment, etc. to the Company in

advance and submit an offer to that effect. (Depending on the circumstances of the application, the Company may not be able to lend the equipment, etc. as requested.)

2. The Company shall not be liable for any loss or damage incurred by the User due to operational errors, unavailability or malfunction of equipment, etc., or any other cause not attributable to the Company.

Article 7 (Prohibited Acts)

1. If a user commits any of the following acts in using the service, and the user does not correct the violation within a reasonable period of time despite the Company's request for correction, the Company may revoke the user's user privileges and request that the user leave the facility. In addition, the user shall compensate the Company for the amount equivalent to damages (including direct damages, indirect damages, and lost earnings) suffered by the Company.

- ① Violation of these Terms of Use or other regulations stipulated separately by the Company.
- ② Actions that are deemed by the Company to cause inconvenience to other users.
- ③ Behaving in an extremely coarse or abusive manner or showing bravado in or around the facility, thereby making the Company, other users, or third parties feel uneasy.
- ④ Handling firearms in our facility.
- ⑤ Bringing any item into the facility that emits noise, vibration, odor, etc., which may cause inconvenience to other users.
- ⑥ Smoking in areas other than those designated by the Company.
- ⑦ Occupying or placing items in the common areas of the facility.
- ⑧ Engaging in business, religious, or political activities in the facility without our prior approval.
- ⑨ Conducting retail, medical, or other businesses in the facility that may involve frequent access by third parties.
- ⑩ Engage in any business related to the sale of information products, sex entertainment, pyramid schemes, gambling, or gambling.
- ⑪ Injuring the reputation or credibility of the Company or the facility.
- ⑫ To reside or lodge in this facility.
- ⑬ To engage in any other activities or businesses that the Company deems inappropriate.
- ⑭ Violating the rules and regulations set forth by the facility's lessor.

2. If a user falls under any of the following items, the Company reserves the right to immediately revoke the user's user privileges without any notice.

- ① In the case that the user is a corporation, the user files or receives a petition for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation, or other similar bankruptcy proceedings, etc.
- ② The user fails to pay the usage fees or other charges incurred based on the use of the services provided by the Company.
- ③ When it is found that the user has violated Article 9, Paragraph 1 or Paragraph 2 of the same article.
- ④ When any other serious reasons similar to the preceding items have occurred.

Article 8 (Disclaimer)

The Company shall not be obligated to compensate users for damages unless there is intentional or gross negligence in the operation of this service.

Article 9 (Exclusion of Anti Social Forces)

1. You agree that neither you nor any other user accompanying you is a member of a crime syndicate, a member of a crime syndicate, a quasi-organized member of a crime syndicate, a company affiliated with a crime syndicate, social movements advocacy group such as a general meeting house, a special intelligence group, or any other person equivalent thereto (hereinafter referred to as a "crime syndicate member, Boryokudan-in etc."), and the customer represents and warrants that he/she does not fall under any of the following categories and will not fall under any of the following categories in the future.

- ① Having a relationship in which Bouryokudan-in etc. is deemed to control the management of the company
- ② Having a relationship in which Bouryokudanin, etc. is deemed to be substantially involved in the management of the company
- ③ Having a relationship in which the Bouryokudanin, etc. is deemed to be unfairly using the Bouryokudanin, etc. for purposes such as seeking unjust profits for oneself, one's own company, or a third party, or for purposes of causing damage to a third party.
- ④ Having a relationship that is deemed to involve Bouryokudanin, etc. by, for example, providing funds, etc. or benefits to Bouryokudanin, etc.

- ⑤ Having a socially reprehensible relationship with Bouryokudanin, etc., in which an officer or a person substantially involved in the management of the company is a Bouryokudanin, etc.
2. Users shall ensure that they will not commit any of the following acts by themselves or through the use of a third party
 - ① Violent demanding acts
 - ② Unreasonable demands beyond legal responsibility
 - ③ Use of threatening language or violence in connection with a transaction
 - ④ Acts of spreading rumors, using deception or force to damage the other party's credibility, or obstructing its business
 3. In the event that a user violates Paragraphs 1 and 2 of this Article, the Company may immediately revoke the user's user qualification without notice or any other procedures.
 4. Terminating the membership stipulated in the preceding paragraph shall not preclude the Company from claiming compensation for damages against the user (including corporations to which the user belongs).
 5. In the event that the contract is terminated in accordance with Paragraph 3 of this Article, neither the user nor the corporation to which the corporate user belongs may make a claim for damages or any other claim against the Company by reason of the termination of the contract.

Article 10 (Suspension of Provision of the Service)

1. The Company may suspend the provision of all or part of the Service without notice to Users in the following cases
 - ① When the Company deems that it is unable to provide adequate service due to equipment malfunction, urgent inspection, maintenance, or construction of equipment.
 - ② In the event of periodic inspections of the facility or the building in which the facility is located.
 - ③ When we are unable to provide this service due to force majeure, such as fire, power outage, natural disaster, revision or enactment of laws, ordinances, and similar regulations, dispositions, orders, or requests by public authorities, or other reasons beyond our reasonable control.
 - ④ When telecommunications carriers suspend or discontinue telecommunications services, making it impossible to provide telecommunications services; or
 - ⑤ When we deem it necessary to suspend the Service for other operational reasons.

2. In the event that the Company suspends the provision of the Service in accordance with the preceding paragraph, the User shall not be entitled to continue the provision of the Service, compensation for damages incurred as a result of the suspension of the Service, or any other claims.

Article 11 (Termination of Provision of the Service)

1. The Company may terminate the provision of the Service, in whole or in part, by giving prior notice to the user.
2. In the event that the Company terminates the provision of the Service in accordance with the preceding paragraph, the User shall not be able to make any claim for compensation for damages incurred as a result of the continued provision of the Service or the suspension of the Service, or for any other claims.
3. In the case that the Company terminates the provision of the service, the provision of the Service shall be terminated as of the last day of the month following the month in which the notification was provided.

Article 12 (Personal Information)

1. With respect to personal information of users obtained by the Company through application for or use of the Service (hereinafter referred to as "Personal Information"), the Company shall not use such Personal Information for any purpose other than those stipulated in the Law Concerning Protection of Personal Information. The Company shall comply with the Act on the Protection of Personal Information and other laws and ordinances and shall manage the personal information of users obtained by the Company through the application for or use of the Service with the care of a good manager.
2. You agree that we may use your Personal Information within the scope of the following purposes.
 - ① To provide various services requested by the user to the user in question
 - ② To inform users of matters necessary for the operation of this service
 - ③ To conduct various questionnaires for the purpose of improving this service and our products
 - ④ To develop new services in response to the usage of this service and the attributes of users, etc.
 - ⑤ To provide information on related services and products.
3. We may outsource work related to the provision of this service to a third party. In such cases, the Company may have the third party handle the personal information of

the user to the extent necessary for the performance of its duties, and the user agrees to this in advance.

4. In addition to the above, we may disclose or provide personal information to a third party in any of the following cases

- ① When urgently necessary to protect the safety of users or the public
- ② In the event of a court order or compulsory disposition based on laws and regulations, or when disclosure is required by laws and regulations
- ③ In the event of reasonable and unavoidable circumstances that the Company deems essential to maintain the operation of this service.

Article 13 (Others)

1. Users may not use the address, telephone number, fax number, etc. of the facility as their own address, telephone number, fax number, etc. on business cards, flyers, pamphlets, or websites. However, this provision does not apply in cases where prior approval has been obtained from the Company.

2. The management of the user's personal belongings (hereinafter referred to as "personal belongings") within the facility is the sole responsibility of the user. The Company shall not be liable for any loss, theft, or damage of said items (including items in rental lockers).

3. The Company shall not be liable for any personal belongings (including lost and forgotten items) left in the facility. The Company may, at its discretion, dispose of any personal belongings (including lost and found items) left on the premises in any manner it chooses.

Article 14 (Additional Changes to these Terms of Use, etc.)

1. The Company may modify the Terms and Conditions at any time at its discretion.

2. In the event of any modification of the Terms and Conditions or other rules and regulations, the Company shall announce such modification on the Company's Web site.

3. Users who use the Service after posting the amended Terms and Conditions on the Company's website shall be deemed to have agreed to such amendments.

Article 15 (Matters to be discussed)

If any question arises regarding the interpretation of these Terms of Use, or if any matter arises that is not stipulated in these Terms of Use, the Company and the user shall resolve the matter upon consultation in good faith.

Article 16 (Governing Law, etc.)

1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Japan.
2. Any litigation regarding this Agreement shall be brought to the Tokyo District Court or the Tokyo Summary Court as the court of the first instance, depending on the amount of the action.

If the interpretation of the English translation differs from the interpretation of the original (Japanese), the original shall prevail.

Nothing below this line

【Supplementary Provisions】

Partially revised on June 1, 2023