# Muromachi Mitsui Hall & Conference Terms of Service

## Article 1: About the Terms of Service

By using any facilities at Muromachi Mitsui Hall & Conference (the "Facilities"), you agree in advance to abide by these Terms of Service ("Terms"), and to follow any directions issued by Mitsui Fudosan Building Management Co., Ltd. (the "Administrators").

#### Article 2: : Protection of Owner's Rights

By using the Facilities, you acknowledge unconditionally that in the event of your transacting with a company in competition with Mitsui Fudosan Co., Ltd. (the "Owner"), or in the event of any proposal, etc., on your part that may potentially infringe upon the rights of the Owner, the interests of the Owner will take precedence.

## Article 3: Exclusion of Anti-Social Forces

1. By using the Facilities, you enter into a mutual agreement with the Owner and the Administrators to the following effect.

(1) You guarantee that you and your staff (meaning any employees, directors, and executives who carry out any business for or on behalf of your organization, or any person equivalent to any of the preceding) are not criminals, racketeers, or members of any criminal organization or company affiliated with any criminal organization ("Anti-Social Forces").

(2) You guarantee that your purpose in using the Facilities is not to assist,

promote, or contribute to the operations of any criminal organization or other organization engaged in conduct contrary to commonly accepted social standards in any form, including but not limited to displaying the influence of or raising funds for any such organization.

2. By using the Facilities, you agree to cooperate with the Owner and the Administrators in the strict enforcement of this policy of refusal of service to Anti-Social Forces, and to adhere to the stipulations of the preceding paragraph. The Owner and the Administrators agree to the same.

#### Article 4: Available Facilities

1. The facilities that you may use for events at Muromachi Mitsui Hall & Conference are defined in the separate User Guide.

2. The user may use the facilities that are ancillary to those stipulated by the preceding paragraph. However, the fees and conditions applicable in such cases will be as defined by Articles 7 and 13 of these Terms.

3. Even in the event that the user does not use part of the facilities stipulated by Paragraph 1, the user may not request a reduction in fees.

## Article 5: Booking Requests

1. As a general rule, the Facilities will be open every day except New Year's Day. However, this does not include any days on which the Facilities are closed temporarily for reasons such as facility and/or equipment inspections.

2. When requesting a booking Facilities, the user shall submit an application for use to the Administrators on and after the application acceptance start date stated in the User Guide and shall also explain the purpose and details of the use of the Facilities to the Administrators.

3. The Administrators shall, at their own discretion, determine whether or not to accept the application after receiving the application described in the preceding paragraph. In addition, the Administrators may not accept the application for use if the application for use does not conform to the Terms, etc.

4. A contract for the use of the Facilities shall be formed between the Owner and the user when the Administrators notifies the user of the acceptance.

#### Article 6: Purposes for Using the Facilities

By using the Facilities, you agree that your purpose for using the Facilities is one or more of the following. The participants at events held at the Facilities must be specified by the event organizer. Events to which Section (2) applies may be held in the Hall only.

(1) Exhibitions, solo exhibitions, media presentations of products/services, seminars, conferences, lectures, ceremonies, symposia, stockholder meetings, graduation exhibitions, parties, and other events held primarily for purposes of business or the promotion of academic pursuits, regardless of whether or not the organization or event is for-profit.

(2) Performances including music concerts, kabuki, dance, Yose, and musical and/or dramatic theater held primarily for entertainment purposes, and for which tickets are sold to the general public.

(3) Any other purpose approved by the Owner and the Administrators, the stipulations of Sections(1) and (2) notwithstanding.

## Article 7: Period of Use and Prices

1. The "Period of Use" will be the time at which the on-site preparations for your event begin until the time at which you depart from the premises following the conclusion of your event.

2. The Facilities will generally be available to use from 9:00 a.m. until 9:00 p.m. Any additional times will be as defined in the separate User Guide. Bookable time slots will also be as defined by the time frames provided in the User Guide.

3. Fees and prices will be as defined in the User Guide.

#### Article 8: Payment Method

By using the Facilities, you agree to pay all designated fees using the method specified by the Administrators. Payments must be made to the specified bank account by the specified payment deadline. Any bank transfer handling fees associated with your payment will be your responsibility.

#### Article 9: Handling of Cases of Non-Payment

In the event that you have not made payment in the designated amount by the designated payment deadline as stipulated by Article 8, the Administrators reserves the right to bill you for damages in the form of late fees of 0.05 percent of the outstanding amount per day (equivalent to 18.25 percent annual interest).

## Article 10: Handling of Cases of Booking Cancelation by the User

The user may cancel\* the booking by submitting the form ("Cancellation Document") specified by the Administrators. \*The cancellation fee will be applied not only to the cancellation of the event itself, but also to any change or reduction of the venue and change or shortening of the date and time, etc.

2. In the event that the cancellation falls within a period at which cancellation fees apply as defined in the Usage Guide and Estimate, the user shall be billed for the entirety or a portion of the total price of the use of the facility as scheduled in the form of cancellation fee. Furthermore, the user shall be billed separately for any damages incurred by the Owner and the Administrators.

3. The date of reckoning in the preceding paragraph shall be the date of arrival of the Cancellation Document. Since the Administrators will not notify the user of receipt of the Cancellation Document, the user shall contact the Administrators to confirm completion of the cancellation procedure.

4. In case that the user fails to pay the designated cancellation fee by the invoice payment date stipulated in this Article, the Administrators may charge interest at a rate equivalent to an 18.25 annual interest rate (0.05 percent of the outstanding amount per day) as a lateness fee applied to the unpaid amount.

## Article 11: Reporting to Government Agencies

As it pertains to your use of the Facilities, when required by law to do so, you must file a report with the government agency with jurisdiction at your own expense and as a matter of your own responsibility. In any such case, you must follow all instructions issued by the government agency in question. Regarding the contents of any report that you are required to file, you must obtain in advance the consent of the Administrators in all such cases. You must also immediately notify the Administrators of the contents of any instructions you have received from the government agency in question. Neither the Owner nor the Administrators will bear any responsibility of any kind in the event that you are unable to use the Facilities due to failure to obtain the necessary permissions.

## Article 12: Management and Security, Etc., for

## Events

1. The person in charge of your event must be stationed at the Facilities for the duration of the event.

2. By using the Facilities, you agree that your use of the event venue will take place under the due care of a prudent manager for the duration of the event. The management of and all necessary advance preparations, etc., for your event will all be undertaken at your expense and as a matter of your responsibility.

3. All decisions regarding the provision of information, attendance management, guides, attendee support, and security as required by your use of the Facilities must be made in consultation with the Administrators at least two weeks prior to the date of your event. The preceding will be undertaken at your expense and as a matter of your responsibility.

4. All guidance provided to those attending your event at the Facilities, in the areas around the Facilities, within the building in which the Facilities are located, and in the areas around the building (the "Building and Environs") must be provided with the use of methods designated by the Administrators. You must make all possible arrangements to avoid exposing attendees to the risk of accidental injury or any other inconvenience.

5. In the event that consultations with the Facilities regarding security or guidance systems are judged to be necessary, you must consult with the Facilities in advance of your event and follow the directions provided to you. In all such cases, all security, attendance management, and attendee guidance, etc., will be undertaken at your expense and as a matter of your responsibility.

# Article 13: Use of Ancillary Equipment and Services and the Associated Fees, Etc.

1. If you wish to use any of the ancillary equipment or services ("Ancillary Services," meaning all services not covered by your base venue fee or room rate) in the possession of the Owner and provided at the Facilities, you must determine the details of your use of said Ancillary Services (including the schedule, program, venue layout, placement of information boards, and your usage of equipment, etc.) in consultation with the Administrators at least two weeks in advance of the day of your event. In any such case, the ancillary facilities available for use will be as specified by the Administrators, and the way in which said facilities may be used, the time for which the facilities may be used, the fees associated with said facilities, the payment method, the availability schedule, and all other details will be as stipulated by the Administrators. 2. Some Ancillary Services may be provided by third parties in partnership with the Facilities. By using the Facilities, you agree that the Facilities bear no responsibility of any kind in relation to said services.

## Article 14: Restriction of Setting Equipment

The installation of any equipment in the Facilities and surrounding area is prohibited. However, this does not apply in the following cases and when you have requested to the Administrators regarding the said details and received the approval from the Administrators by two weeks in advance of the day of use.

### (1) Equipment

1. As for directly arranging some audio equipment or lighting equipment, previous consultation with the Administrators will be required before making decision. Regarding carrying-in, installation, and carrying-out of the said equipment, you must comply with the Administrators.

#### (2) Constructions

①When you wish to construct the trunk cables, previous consultation with the Administrators will be required before making decision. The construction will be carried out by the designated company by the Administrators.

<sup>(2)</sup> When you wish to conduct various interior works such as changing layout or installing of heavy goods and/or power source, previous consultation with the Administrators will be required before making decision. In case of doing works where qualification or license is required, such as electrical works and/or high-place works, previous submission of copy of the appropriate qualification or license to the Administrators will be required.

<sup>(3)</sup>For fear of damaging the building, furnishings, and ancillary facility, when carrying in/out the goods, you must cover the floor and wall according to the Administrator's instruction.

2. If the aforementioned approval is obtained, you must conduct the required work completely under your own responsibility and expense.

# Article 15: Posting of Advertisements or Signboards, Etc.

1. The placement of advertisements, signboards, and flags, etc., and the distribution of flyers and other publicity materials in the Building and Environs are prohibited. However, this prohibition may be lifted provided that you have notified the Administrators of the details and received permission from the Administrators at least one month in advance of the day of your event.

2. If you have received permission as stipulated by the preceding paragraph, you must follow all directions provided by the Administrators regarding the locations in which your materials may be posted or distributed and the methods by which they may be posted or distributed. You will undertake all of the necessary work at your own expense and as a matter of your own responsibility.
3. You may not demand the replacement or removal of advertisements or signboards, etc., that are already in place in the Building and Environs, except when given special consent to that effect by the Administrators.

# Article 16: Filming, Broadcasting, and Streaming, Etc.

1. If you wish to take photographs or make video or audio recordings ("photography, etc.") in the Building and Environs, you must notify the Administrators of the purpose of the photography, etc., and the equipment you will use, and obtain the permission of the Administrators at least one month in advance of the day of your event.

2. If you wish to televise, screen, broadcast, stream, publish, or commercially or otherwise release ("broadcasting, etc.") any video or image ("images, etc.") produced with the use of photography, etc., performed under the stipulations of the preceding paragraph, you must notify the Administrators of the details and obtain the consent of the Administrators in advance. The same applies if you intend to reuse any of said images, etc.

3. When broadcasting, etc., any such images, etc., you may not change, remove, or otherwise modify any visual aspect of the Facilities or any image contained in any advertising materials. You must determine the specifics of any display of any of the preceding and the method by which it is displayed in consultation with the Administrators.

4. Provided that you have obtained the consent of the Administrators, you may transfer the rights associated with broadcasting, etc., or approve the broadcasting, etc., of any such images, etc., to a third party. In any such case, you must ensure that the third party in question abides by these Terms.

# Article 17: Contracting of Physicians and/or Nurses

1. When necessary, you may contract a physician and/or nurse to work at the Facilities at your own expense and as a matter of your own responsibility. When doing so, you must notify the Administrators to that effect.

2. Neither the Owner nor the Administrators will be obligated to contract physicians and/or nurses to work at the Facilities for any reason.

# Article 18: Matters Requiring the Consent of the Administrators

If you wish to do any of the following, you must notify the Administrators of the details and obtain the consent of the Administrators in advance.

(1) Distributing flyers or any other promotional materials.

(2) Taking photographs or making audio or video recordings.

(3) Stationing guides or information clerks at the Facilities.

(4) Implementing any security or safety management system.

# Article 19: Prohibition on Transfer of Usage Rights

You may not transfer or sublease your status or usage rights as a holder of a booking at the Facilities in part or in whole to any third party.

#### Article 20: Prohibitions

By using the Facilities, you agree that you will not engage in, or permit any attendee or other third party to engage in, any of the following conduct. (1) Selling goods, collecting funds, distributing or displaying flyers or other promotional materials, filming, or engaging in any conduct equivalent to any of the preceding in the Building and Environs without the permission of the Administrators.

(2) Bringing hazardous materials into the Building and Environs.

(3) Selling tickets to any criminal organization or other organization known to engage in conduct contrary to commonly accepted social standards, or any member or associate thereof.

(4) Allowing entry onto the premises by any criminal organization or other organization known to engage in conduct contrary to commonly accepted social standards, or any member or associate thereof.

(5) Using the Facilities for any purpose relating to religious activities.

(6) Using the Facilities for any electoral campaign or any other purpose relating to political activities.(7) Eating, drinking, or smoking in any location other than those specified by the Administrators for the purpose in question.

(8) Littering or otherwise leaving the Building and Environs in a unsanitary state.

(9) Engaging in any conduct that inconveniences others in the Building and Environs, including any action that produces noise, vibrations, or odors, or allowing performers or attendees to produce vibrations. (10) Engaging in conduct that results in the defacement of any wall, floor, utensil, or any other furnishing or piece of equipment belonging to the Facilities, such as by drawing on, damaging, or destroying any of said furnishings or items, or by nailing or adhesive tape to any part of the building or any ancillary facilities.

(11) Engaging in violent or reckless conduct, or any other conduct dangerous to yourself or others. (12) Holding any performance that is potentially injurious to any person's mental or physical health, such as those involving excessively low light levels or excessively high volume levels, or carrying out any project contrary to commonly accepted social standards, such as any project involving the sale of lottery tickets or any other form of gambling.

(13) Parking a bicycle, motorcycle, automobile, or any other vehicle on the street.

(14) Inviting attendees in excess of the capacity of the Facilities or bringing machinery, equipment, or any other heavy item into the Facilities without the permission of the Administrators.

(15) Allowing any user of the Facilities or other person involved with an event to drive while intoxicated after using the Facilities, or encouraging any person who will drive after using the Facilities to consume alcohol.

(16) Bringing any animal except service dogs for people with visual or hearing impairments or other disabilities into the Facilities.

(17) Using the name or address, etc., of, or any image belonging to, the Owner or the Administrators without permission.

(18) Using an open fire or cook without permission.(19) Taking any other action that has been prohibited by the Owner or the Administrators for reasons relating to the maintenance or

preservation of the Facilities' equipment or furnishings.

(20) Engaging in any other conduct or speech in the Building and Environs that may cause inconvenience or discomfort to any attendee or other third party, or that has been prohibited by the Owner or the Administrators.

# Article 21: Rights Pertaining to the Management of the Facilities

1. In the event that you have, or any attendee has, violated any of the stipulations of Article 20 or otherwise failed to follow the instructions of the Administrators, the Administrators reserve the right to remove the individual(s) in question from the Facilities.

2. You and those attending your event will be responsible for the management of your own physical health and belongings while using the Facilities. By using the Facilities, you agree unconditionally that the Owner and the Administrators bear no responsibility of any kind in relation to any damages incurred while at the Facilities, including by way of theft, loss of property, or injury.

3. By using the Facilities, you agree to inform all attendees and other individuals involved in your event of the stipulations of Paragraphs 1 and 2.

## Article 22: Insurance-Related Obligations

For the purpose of providing compensation for any damages incurred in the unlikely event that an accident or other incident occurs in connection with your event, it is recommended that you obtain any and all relevant forms of damage insurance, accident insurance, event insurance, and other insurance from an insurance company at your expense and as a matter of your own responsibility. In any exceptional case in which it is judged to be necessary for the Administrators to take out any insurance policy, including damage insurance or accident insurance, you will be required to follow all related directions issued by the Administrators.

## Article 23: Owner and Administrators' Access Rights

For purposes including but not limited to the maintenance, security, and/or management of the Facilities, the Owner and Administrators reserve the right to access any part of the Facilities whenever necessary, including during any event, and to take any necessary measures. In such cases, you will be required to cooperate as necessary with the measures being taken by the Owner and/or Administrators.

# Article 24: Handling of Cases in Which the Use of the Facilities Becomes Impossible Due to Unforeseen Events, Etc.

1. In the event that you have become unable to use the Facilities in a manner befitting the purpose of your event due to an unforeseen event such as a natural disaster or terrorist attack, or due to any other cause for which neither the Owner nor the Administrators are responsible, your booking of the Facilities may be terminated as appropriate.

2. In any case as described by the preceding paragraph, you will not be required to pay any unpaid fees, and the Owner and/or the Administrators will refund any fees you have already paid as soon as possible. However, neither the Owner nor the Administrators will provide compensation of any kind for any damages resulting from the suspension of an event in any case to which the preceding applies. 3. In any case as described by Paragraph 1, you will not have the right to demand compensation or any other action on the part of the Owner or the Administrators. In the event of a dispute between you and any event attendee or other third party, you will resolve said dispute at your expense and as a matter of your own responsibility in a manner that does not impose any financial burden upon or cause any other inconvenience to the Owner or the Administrators.

4. In the event that your primary purpose or the primary purpose of any attendee in using the Facilities cannot be fulfilled for reasons such as the cutting off of electricity to audio equipment due to fire alarm or any breakdown of machinery or equipment, etc., belonging to the Facilities, the Facilities will not provide any compensation beyond the refunding of applicable usage fees.

### Article 25: : User's Liability for Damages

1. In the event that you, any of your employees or event attendees, or any other person involved with your event has defaced or damaged any part or property of the Facilities during your use of the Facilities, you will be required to pay the cost of repairs and provide compensation for all other resulting damages incurred by the Owner and/or the Administrators.

2. By using the Facilities, you agree that in the event of an accidental injury to, or any other event resulting in damages incurred by, any attendee or other third party during your use of the Facilities, you will provide compensation for said damages directly to the affected party at your own expense and as a matter of your own responsibility, except in cases in which the cause is the fault of the Facilities; take measures to restore the reputation of the Owner and/or the Administrators in accordance with the instructions of the Owner and/or the Administrators, such as by publishing an apology; and avoid causing any financial burden or other inconvenience to the Owner or the Administrators.

3. In any case as described by Paragraphs 1 and 2, if the Owner and/or the Administrators are held responsible for any damages incurred by any third party and have paid compensation to said third party, the Owner and the Administrators reserve the right to bill you at any time for all expenses relating to the payment of compensation.

# Article 26: Cancelation of Booking of the Facilities Prior to or During an Event

1. In the event that one or more of the following entries apply, the Administrators reserve the right to cancel your booking of the Facilities at any time without prior warning. In any such case, your booking of the Facilities will be canceled as of the time at which notice of the cancelation is sent.

(1) It has been established that an application form submitted by you contains false information, or that you have made a false report.

(2) The Owner and/or the Administrators have determined that the content of your event is in violation of the law or is contrary to commonly accepted social standards.

(3) You have engaged in conduct injurious to the reputation of the Owner and/or the Administrators.

(4) The hosting of your event has been judged by the Owner or the Administrators to carry the risk of causing inconvenience or discomfort to others in the Building and Environs.

(5) You have engaged in conduct contradictory to commonly accepted social or ethical standards.

(6) You have engaged in conduct that violates the administrative policies of the Owners and/or the Administrators.

(7) It has been established that you have violated Article 3 of these Terms.

(8) You have been subject to provisional seizure of assets, temporary injunction, compulsory execution, mandatory auction, or disposition for failure to pay taxes or public dues.

(9) You have been subject to penalties for knowingly issuing a promissory note or check with insufficient funds, or you have been subject to foreclosure.

(10) Your company has gone out of business or been dissolved.

(11) Your company has received a legal order to suspend business operations, or its business permit or registration has been rescinded.

(12) You have received an order to begin bankruptcy, civil rehabilitation, or corporate reorganization proceedings, or have made a declaration of intent to begin any of said proceedings.

(13) It has been objectively determined that due to an unfavorable change in business conditions, it would be prohibitively difficult to honor your booking of the Facilities.

(14) The content, etc., of your event has caused or may cause a dispute between any of: the Owner and/or the Administrators; you; and any third party.

(15) Any other instance in which you have failed to abide by these Terms or any instruction given by the Owner or the Administrators.

2. In the event that your booking of the Facilities has been terminated in accordance with the preceding paragraph, you will be required to pay the total cost of your use of the Facilities as scheduled to the Owner and the Administrators, and to pay compensation for any damages and/or the actual costs incurred by the Owner and/or the Administrators.

# Article 27: Measures Taken at the Conclusion of an Event

1. By using the Facilities, you agree to remove all equipment that you have brought into the Facilities; promptly remove all posters and signboards, etc.; clean all rooms used for your event; and vacate the premises following the conclusion of your event and within your scheduled time frame. All such work will be performed at your expense.

2. In the event that you have not completely vacated the premises by the end of your scheduled time frame, you will be required to pay all applicable hourly time extension fees up to the time of your departure as defined in the separate User Guide. In the event that you have not cleaned (including the removal and/or disposal, etc., of items) and restored the venue to its original state, that work will be performed by the Facilities. You will be required to pay the actual costs as necessary, and to provide compensation for any damages incurred by the Owner and/or the Administrators.

3. You will be required to remove any and all garbage from the premises.

4. In the event of any damages incurred by the Owner, the Administrators, or any third party as a result of nails or other potentially dangerous items left behind, etc., following your event, you will be required to provide compensation for said damages.

Article 28: Noise Regulations, Etc.

When using the Facilities, you must comply with all noise-related laws and regulations, etc.; follow all directions issued by the Administrators; and take all other necessary steps to ensure the preservation of the surrounding environment.

## Article 29: Handling of Emergencies

1. By using the Facilities, you agree to review in advance the locations of all emergency exits and fire extinguishers and the designated evacuation method, as well as all other facilities and information provided in preparation for emergency situations, and to make said locations and information known to all workers and other individuals involved in your event.

2. You will be required to familiarize yourself with all information recorded on any document presented to the local fire department or any other relevant agency for the purpose of handling any earthquake, fire, or other emergency situation should the need arise.

3. In the event that an earthquake, fire, or other emergency situation has occurs and you have received special instructions from the relevant agency, you will be responsible for handling the situation in accordance with said instructions, and will be required to follow any instructions issued by the Owner and/or the Administrators.

## Article 30: Submission of Documents

If deemed necessary by the Administrators, you may be asked to submit certain documents as instructed by the Administrators. These documents may include, but are not limited to, a company profile, Certificate of All Current Registered Matters, and/or Registered Seal Certificate. You will be required to comply with any request on the part of the Administrators for any document.

#### Article 31: Protection of Personal Information

1. By using the Facilities, you agree that the Owner and/or the Administrators may use your personal information (including your name, telephone number, email address, and place of employment) for any of the following purposes.

(1) Reception of the Facilities

(2) The management of your booking of the Facilities

(3) Billing for fees relating to your use of the Facilities

(4) The delivery of any other message relating to the administration of the Facilities

(5) In case of emergency or natural disaster having influence on the using the Facilities

(6) Any of the purposes as below relating to the general operations of the Facilities managed by the Administrators

① The provision of information or any form of guidance by telephone or direct mail, etc.

<sup>(2)</sup>Analytical research, including customer trend analyses and the development of services and/or products

2. When it is necessary for the Owner and the Administrators to disclose personal information to third parties within the scope of the purposes of use, the Owner and the Administrators will supervise the subcontractors as necessary and appropriate in order to ensure the safety of the personal information.

3. Regarding personal information, we will take appropriate safety control measures in accordance with the privacy policy on our website.

(HP: https://www.mfbm.co.jp/privacy/)

Article 32 : Governing Law and Court of

## Jurisdiction

1. Japanese is used for the Agreement regarding the use of the Facilities and this Agreement shall be governed by and construed in accordance with the laws of Japan.

2. The currency used to the payment for this Agreement shall be Japanese yen.

3. For the lawsuits regarding the use of the Facilities, the Tokyo District Court of Japan shall have the exclusive jurisdiction of the first instance over all disputes.

#### Article 33: Matters Not Defined by These Terms

By using the Facilities, you agree that should any matter not defined by these Terms become an issue, you will consult in good faith with the Owner and/or the Administrators as necessary and reach a mutually satisfactory conclusion, with the foremost priority being the amicable and unobstructed utilization of the Facilities for a suitable purpose. These Terms may be changed without prior notice.

(Current as of August 13, 2024)