

## **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 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: Rights of the Owner**

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: Refusal of Service to Criminal Individuals and Organizations**

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 ("Criminal Individuals and Organizations"). (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 Criminal Individuals and Organizations, 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. You may use facilities that are ancillary to those stipulated by the preceding paragraph.

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 you do not use any of the facilities stipulated by Paragraph 1, you 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, you must inform the Administrators of the purpose and contents

of your event. In light of these Terms and any other relevant regulations and considerations, the Owner and the Administrators will review the contents of your event, and reserve the right to approve or deny your use of the Facilities as appropriate.

#### **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, 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 Administrator 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 Cancellation by the User**

Your booking of the Facilities will be considered to be canceled as of the point in time at which you have canceled the booking by submitting the forms specified by the Administrators. However, in the event that the cancellation falls within a period of time at

which cancelation fees apply as defined in the separate User Guide, you may be billed for the entirety or a portion of the total price of your use of the Facilities as scheduled in the form of a cancelation fee as defined in the User Guide. In addition to the designated cancelation fee, you may also be billed separately for any damages incurred by the Owner and/or the Administrators.

#### **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: 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 15: 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 be using, 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 16: 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 17: 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 18: 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 19: 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 an

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 affixing nails 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 be driving 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 cooking 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 20: 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 19 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 21: 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 22: 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 23: 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 24: Liability**

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 25: Cancellation 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 cancellation 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 26: 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 27: 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 28: 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 occurred 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 29: 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 30: 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) The provision of information to you, relating to your use 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) Any of the purposes relating to the general operations of facilities managed by the Administrators

- 1) The provision of information or any form of guidance by telephone or direct mail, etc.
- 2) Analytical research, including customer trend analyses and the development of services and/or products

2. In the event that it becomes necessary for the Owner and/or the Administrators to disclose your personal information to a third party such as a subcontractor, said information will only

be used for a purpose stipulated by this Article, and the Owner and/or the Administrators will supervise the subcontractor or other third party as necessary and appropriate in order to ensure the security of your personal information.

**Article 31: 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 September 27th, 2019)