

## **Terms and Conditions Regarding the Use of .andwork shibuya Monthly Membership**

Global Agents Co. Ltd. (hereinafter referred to as "the Company") sets forth the following terms of use (hereinafter referred to as "these Terms") for the co-working space ".andwork" (hereinafter referred to as "the Facility"), which is operated by the Company for all members (hereinafter referred to as "Members") who utilize the Facility.

### **Article 1 (Application)**

These terms apply to all relations related to the use of the Facility between the Members and the Company.

### **Article 2 (Amendment of Terms)**

The Company may amend these terms without the consent of the Members. In such cases, the conditions for using the Facility will be based on the amended terms. The changes will be announced to the Members online or by other methods as determined by the Company. The amended terms will take effect from the time they are published.

### **Article 3 (Membership and Eligibility)**

Membership and use are available only to individuals aged 18 and over. However, individuals under the age of 20 may not use certain services offered by the Company, such as alcohol, in accordance with established laws. Furthermore, individuals who are or are suspected to be involved with organized crime groups or other antisocial forces are asked not to apply for membership.

### **Article 4 (Member Registration)**

1. Users who apply for membership through our dedicated member page (mypage.xandwork.com) are considered registered upon completion of their application. Registered users are deemed to have agreed to all these terms.

2. Upon receiving an application, we will conduct a review based on the criteria outlined below. Any members falling under any of the following categories will be denied access to the facility. The determination of whether a member meets any of the following criteria will be at our sole discretion.

- (1) If the member is engaged in or intends to engage in any of the following businesses:
  - Businesses that violate or are likely to violate laws or public order and morals.

- Businesses that support or facilitate illegal activities or are likely to do so.
  - Businesses related to political organizations, religious groups, organized crime groups, or any other anti-social forces.
  - Businesses related to multi-level marketing schemes, pyramid schemes, or similar businesses.
  - Any other businesses that we deem inappropriate.
- (2) If the member falls under any of the following:
- Failing to submit the necessary documents.
  - Violating these Terms or the Common Term

### **Article 5 (ID and Password Management)**

Members are responsible for managing their user IDs and passwords. Members may not transfer or lend their user ID and password to any third party. If a login is made using the correct combination of user ID and password, it will be regarded as use by the Member who registered that ID.

### **Article 6 (Changes and Updates to Member Information)**

Members must promptly update their information on the member page if there are any changes to the information provided at the time of registration.

### **Article 7 (Our Services)**

Members may use the Facility and the services provided by the Company within the scope defined in Article 9. However, there may be restrictions on the use of some or all of the services during events or seminars.

### **Article 8 (Changes to Services and Facilities)**

The Company may change the specifications of the services or equipment at the Facility at its discretion. However, any such changes will be promptly announced online or by other methods determined by the Company.

### **Article 9 (Use of Facility)**

The Facility is available not only to Members with a working purpose but also to hotel guests and the general public. It is understood that this is a space to be used cooperatively by multiple users, and everyone is expected to use the Facility considerately.

### **Article 10 (Membership Card)**

1. Ownership of the membership card shall belong to the Company, and the membership card shall be lent to the Member by the Company.
2. The Member who has been lent the membership card must use and keep the membership card with the care of a good manager.
3. The Member shall not engage in any of the following acts concerning the membership card:
  - (1) Lending, transferring, or providing the membership card as collateral to third parties.
  - (2) Duplicating the membership card.
  - (3) Forging, altering, or modifying the membership card.
  - (4) If the membership card is lost, stolen, or damaged, the Member shall promptly notify the Company and proceed with the reissuance of the membership card. In this case, the Member shall pay a reissuance fee of 5,000 yen (plus applicable consumption tax) to the Company.
  - (5) If the Member cancels their monthly membership, they must return the lent membership card by the cancellation date. If the card is not returned, it will be considered lost, and the Member will be required to pay the prescribed fee in accordance with the previous clause.

#### **Article 11 (Usage Fees)**

The Member is entitled to use the facility according to the monthly plan selected at the time of application and shall pay the specified usage fee for that plan to the Company.

1. Payment can only be made by credit card in the name of the individual who applied for membership.
2. Corporate users shall pay the usage fee through the applying corporation and shall make the payment with a credit card in the name of the corporate representative.
3. An admission fee shall be paid on the contract date.
4. The usage fee will be charged to the credit card between the 1st and 5th of the following month. The usage fee for the first month will be prorated. Fractions of less than 1 yen arising from prorated calculations will be rounded down.
5. Please note that the withdrawal date for payments may vary depending on the credit card company.
6. The fee for optional services will be paid together with the monthly fee between the 1st and 5th of the month following the month of usage.
7. If the Member delays the payment of the admission fee, monthly fee, or optional service fees, the Member shall pay late payment charges at an annual rate of 14.6% (calculated daily based on a 365-day year) on the

principal amount of the unpaid usage fee from the day following the due date until the date of payment.

8. The usage fee may be revised due to changes in the rent of the premises, fluctuations in prices, public taxes and dues, or other economic conditions.
9. The monthly fee will accrue until the completion of the withdrawal procedure, regardless of the usage status of the facility.

#### **Article 12 (Changes in Consumption Tax Rate)**

If the consumption tax rate or the local consumption tax rate changes, the new rates will apply automatically from the date they are implemented.

#### **Article 13 (Companions)**

Members may bring non-member companions to use the Facility but only under certain conditions and within specific areas. Companions are limited to a maximum of three people for up to two hours. Any usage beyond two hours will be charged at the drop-in rate.

#### **Article 14 (Locker Usage Service)**

We provide designated lockers for Members who apply for locker usage. We may inspect these lockers without consent in cases of emergency or as deemed necessary.

Regarding the locker usage service, the Company shall not be liable for any damages to the Member using the locker in any of the following cases:

1. If the Member incurs damages due to the loss or theft of stored items resulting from the leakage of the locker's PIN code.
2. If the stored items are lost or damaged due to natural disasters or other acts of force majeure beyond the Company's control.
3. If the Member incurs damages due to an error in the use of the locker, such as improper locking by the Member.
4. If the stored items are seized or required to be submitted as evidence by relevant authorities as a result of judicial action.
5. If damages occur due to deterioration in the quality of stored items during storage.
6. If the Member incurs damages due to reasons not attributable to the Company.

#### **Article 15 (Mail Collection)**

Members using the Facility's address for mail can have their mail delivered to the specified lockers.

However, we are not responsible for the loss or damage of mail under specific circumstances such as cash or perishable goods.

1. When the Company receives mail addressed to a Member using the locker service, the Company will place the mail in the designated locker on behalf of the Member. However, the Company will not receive the following types of mail and will not be liable for any damages incurred by the Member due to the Company's refusal or inability to receive such mail, or any mail, for unavoidable reasons.

- (1) Cash registered mail or money orders.
- (2) Mail containing cash, securities, bank cards, bank books, identification documents, perishable items, refrigerated or frozen items, or other items deemed unsuitable for receipt and storage by the Company.
- (3) Mail that requires payment upon receipt by the recipient.
- (4) Legal documents, including certified mail.
- (5) Special delivery mail from the court or similar mail, as well as mail brought directly to the facility by individuals other than postal or courier service providers.
- (6) Mail suspected to be in violation of the law or related to criminal activities.
- (7) Other mail that the Company deems inappropriate to receive.

2. If the mail received by the Company under the preceding paragraph does not fit in the locker, the Company will store it. The storage period shall be one month from the date of receipt, and the Company will not notify the Member of the mail's arrival. The Company reserves the right to dispose of any mail that exceeds the storage period at its discretion.

3. The Company shall not be liable for any damages incurred by the Member due to storage methods, the lapse of the storage period, or any other reason related to the mail received by the Company.

#### **Article 16 (Use of Address)**

Only Members who have applied for registration can use the Facility's address for company or legal registration.

#### **Article 17 (Events and Seminars)**

Members wishing to hold events or seminars at the Facility must apply and receive approval from us at least two weeks in advance. We reserve the right to cancel approval if the event fee is not paid by the specified deadline.

## **Article 18 (Prohibitions)**

Members must not engage in any actions that violate these terms or that would cause damage to the Company, other users, or third parties. Prohibited actions include transferring or subletting the rights or obligations under the usage contract, unauthorized use of facilities, bringing hazardous materials or pets, engaging in acts against public order or morals, criminal acts, and any actions that may obstruct the operation of our services.

## **Article 19 (Right to Investigate)**

The Company has the right to investigate and confirm the usage of the Facility by Members.

## **Article 20 (Forced Termination of Membership)**

1. If a Member engages in any behavior that justifies termination of membership, such as providing false information at the time of registration, causing potential damage to the Company or other Members, or failing to pay fees on time, the Company can terminate their use of the Facility without notice.
2. In the event that a member is required to withdraw based on the preceding article, the Company will not refund any fees that have already been paid.

## **Article 21 (Termination)**

If a Member wishes to terminate the use of the facility, please proceed with the cancellation process via the My Page section. Termination requests made by the 15th of the month will result in the termination of facility use on the last day of the same month. Termination requests made after the 15th will result in the termination of facility use on the last day of the following month. However, usage fees already paid will not be refunded for any reason.

## **Article 22 (Suspension)**

If a Member wishes to suspend their monthly plan for the facility, please contact the Company. The suspension period can be for a maximum of three months. Suspension requests made by the 15th of the month will result in the suspension starting on the 1st of the following month. Suspension requests made after the 15th will result in the suspension starting on the 1st of the month after the next.

## **Article 23 (Termination of Contract)**

If the Member falls under any of the following categories, the Company may immediately terminate the contract based on these Terms without any prior notice or demand to the Member:

1. If the Member engages in an act that violates these Terms and fails to correct such violation within a reasonable period specified by the Company, despite being requested to do so by the Company.
2. If the Member becomes subject to provisional attachment, provisional disposition, seizure, auction, or any similar application, or if the Member receives a demand or becomes subject to measures due to arrears in public taxes and dues, or if the Member becomes subject to any preservation order.
3. If a petition for bankruptcy, civil rehabilitation, corporate reorganization, special liquidation, or other similar procedures is filed against the Member, or if the Member dissolves without merger.
4. If the Member falls into a state of suspension of payments, or if the Member is subject to suspension of transactions by a bank or clearinghouse.
5. If the Member is subject to suspension of business operations or revocation of business licenses or registrations by the competent authorities.
6. If the Member's credit status is recognized to have significantly deteriorated.
7. If the trust relationship under the contract based on these Terms is recognized to have been irreparably damaged.

#### **Article 24 (Restoration to Original Condition)**

1. If a locker contract exists, upon termination of this contract for any reason, the Member must, at their own expense and responsibility, remove all items from the designated locker and restore it to its original condition by the Vacancy Date specified by the Member or the Company. The locker must then be returned to the Company.

2. After the Vacancy Date, any remaining items left in the locker will be considered abandoned by the Member.

#### **Article 25 (Interruption of Facility and Services)**

The Company may temporarily interrupt or restrict the services provided at the Facility without prior notice due to maintenance, inspections, repairs, accidents, natural disasters, or other force majeure events. The Company is not liable for any damages incurred by Members due to such interruptions.

#### **Article 26 (Termination of Service Provision)**

The Company may terminate the provision of all or part of the services at the Facility with prior notice to Members. Members cannot claim damages or any other compensation due to such termination.

### **Article 27 (Force Majeure)**

In cases of force majeure, such as natural disasters, changes to laws and regulations, public authority orders, or other circumstances beyond the reasonable control of the Company, the Company is not liable for any inability to provide services or damages incurred by Members.

### **Article 28 (Disclaimer)**

1. The Company is not liable for any issues that arise between Members or third parties at the Facility, accidents due to the fault of Members, theft or loss within the Facility, leakage or misuse of Members' information, or poor internet connectivity due to equipment failure.

2. In the event that the Company is held liable for any reason, the Company's liability for compensation shall be limited to damages that are typically foreseeable and, in the case of paid services, shall be limited to the amount equivalent to the fee paid (or, in the case of continuous services, the equivalent of one month's fee).

### **Article 29 (Confidentiality)**

Members must not disclose any confidential information related to the services used at the Facility to third parties. The Company is not liable for any damages arising from such disclosures.

### **Article 30 (Copyrights)**

All information, photos, and other copyrighted materials provided in the services at the Facility belong to the Company or the respective copyright owners. Members must not engage in any activities that infringe copyright or trademark rights.

### **Article 31 (Liability for Damages)**

Members are responsible for resolving at their own cost any damages they cause to the Company or other users due to their own actions, and they must not cause any inconvenience to the Company.

### **Article 32 (Notifications and Communications)**

All notifications and communications between the Company and Members will be conducted online or by other methods determined by the Company.

### **Article 33 (Exclusion of Antisocial Forces)**



Members and their companions must not be part of or engage in any activities involving organized crime groups or other antisocial forces. The Company can immediately terminate a Member's usage rights without any procedures if they violate this policy.

#### **Article 34 (Personal Information)**

1. The Company manages the personal information of Members acquired through service applications or usage in accordance with the Personal Information Protection Law and other relevant laws.

2. The Member agrees that the Company may use the personal information of users within the scope of the following purposes:

- (1) To provide various services requested by the Member to the Member.
- (2) To inform the Member of matters necessary for the operation of services at the facility.
- (3) To conduct various surveys to improve services at the facility and other products of the Company.
- (4) To develop new services tailored to the usage status and attributes of the Member at the facility.
- (5) To provide information on related services and products.

3. The Company may outsource operations related to the provision of services at the facility to third parties. In such cases, the Company may allow the entrusted party to handle the Member's personal information within the scope necessary for the performance of the outsourced operations, and the Member agrees to this in advance.

4. In addition to the cases specified in the preceding paragraph, the Company may disclose or provide the Member's personal information to third parties in any of the following circumstances:

- (1) When there is an urgent need to protect individual or public safety.
- (2) When disclosure is required by a court order or compulsory measures based on laws, or when disclosure is required by laws.
- (3) When the Company determines that there are reasonable and unavoidable circumstances necessary for the maintenance and operation of the facility.

#### **Article 35 (Governing Law and Jurisdiction)**

These terms shall be governed by Japanese law. In the event of a dispute relating to the services of the Facility, the court having jurisdiction over the location of the Company's head office shall have exclusive jurisdiction.

