

Otemachi Mitsui Conference

Terms of Use

Article 1 : About the Terms of Use

By using Otemachi Mitsui Conference (hereinafter referred to as the “Conference Room”), the user shall abide by these Terms of Use (“Terms”) in advance and follow any instructions given by Mitsui Fudosan Building Management Co., Ltd. (“the Administrator”).

Article 2 : Protection of Owner’s Rights

The user shall acknowledge unconditionally that in the event of the transacting with a company in competition with the Conference Room Owner (hereinafter referred to as “the Owner”) , or in the event of any proposal, etc., on the part that may potentially infringe upon the rights of the Owner, the interests of the Owner take precedence.

Article 3 : Exclusion of Anti-Social Forces

1. The Owner, the Administrator, and the user hereby assure the other parties regarding the following matters.

(1) They guarantee that they and their employees (meaning any workers, directors, and executives who carry out any business for or on behalf of the 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 (hereinafter referred to as “anti-social forces”).

(2) The purpose in using the Conference Room is not to assist, promote, or contribute to the operations of any criminal organizations or other anti-social forces 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. The owner, the Administrator, and the user hereby confirm that they make strict efforts toward

the exclusion of anti-social forces, and that their use of the Conference Room is dependent upon their assurance of the above matters to the other parties.

Article 4 : Available Facilities

The Conference Room that the user may use for events are defined in the separated Usage Guide.

2. The user may use the Conference Room that are ancillary to those stipulated by 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 the user does not use part of the Conference Room stipulated by Paragraph 1, the user may not request a reduction in fees.

Article 5 : Booking Request

The Conference Room is open all year around except for new year holidays. However, this does not include any days on which the Conference Room is closed temporarily for reasons such as facility and equipment inspections.

2. When requesting a booking, the user shall inform the Administrator of the purpose and contents of the event. In light of these Terms and any other relevant regulations and considerations, the Owner and the Administrator shall review the contents of the event and reserve the right to approve or deny the use of the Conference Room as appropriate.

Article 6 : Purpose of Use

The purpose for using the Conference Room is one or more of the following. However, the participants at events held at the Conference Room shall be specified by the event organizer. Section (2) applies to only the use of halls.

(1) Exhibitions, solo exhibitions, press releases, 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 the organization or the event is for-profit or not.

(2) Performances including music concerts, kabuki, dance, Japanese 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 Administrator, the stipulation of Section (1) and (2) notwithstanding.

Article 7 : Period of Use and Prices

The period of use refers to the time from the start of preparations for the event in the place to be used until the time when the place of use has been vacated after the event is complete.

2. The Conference Room generally is available to use from 9:00 a.m. to 9:00 p.m., and any additional times will be defined in the separate Usage Guide. Bookable time slots will be defined by the time frames provided in the Usage Guide.

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

Article 8 : Payment Method

The user shall pay all designated fees via the method specified by the Administrator. Payments shall be made to the specified bank account by the specified payment deadline. Any bank transfer handling fees associated with the payment will be the user's responsibility.

Article 9 : Handling of Cases of Non-Payment

In case that the user fails to pay the designated usage fee by the payment date stipulated in the above Article, the Administrator 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 10 : Handling of Cases of Booking Cancellation by User

Booking of the Conference Room is considered to be cancelled as of the point in time at which the user

has cancelled the booking by submitting the forms specified by the Administrator. However, in the event that the cancellation falls within a period of time at which cancellation fees apply as defined in the Usage Guide, the user shall be billed for the entirety or a portion of the total price of the use of the Conference Room as scheduled in the form of cancellation fee. Furthermore, the user shall be billed separately for any damages incurred by the Owner and the Administrator.

Article 11 : Reporting to Government Agencies

As it pertains to the use of the Conference Room, when required by law to do so, the user shall file a report with the government agency with jurisdiction at the user's own expense and as a matter of the user's responsibility. In any such case, the user shall follow all instructions issued by the government agency in question. Regarding the contents of any report required to file, the user shall obtain in advance the consent of the Administrator in all such cases. The user shall also immediately notify the Administrator of the contents of any instructions given by the government agency in question. Neither the Owner nor the Administrator shall bear any responsibility of any kind in event that the user is unable to use the Conference Room due to failure to obtain the necessary permissions.

Article 12 : Management and Security, etc., for Events

The position in charge of the event shall be stationed at the Conference Room for the duration of the event.

2. By using the Conference Room, the 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 the event will all be undertaken at the user's expense and as a matter of the user's responsibility.

3. All decisions regarding the provision of information, attendance management, guides,

attendee support, and security as required by the use of the Conference Room shall be made in consultation with the Administrator at least one week prior to the date of the event. The preceding shall be undertaken at the user's expense and as a matter of the user's responsibility.

4. All guidance provided to those attending the event at the Conference Room, in the area around the Conference Room, within the building in which the Conference Room is located, and in the area around the building (hereinafter referred to as "the Conference Room and surrounding area"), shall be provided with the use of methods designated by the Administrator. The user shall 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 Administrator regarding security or guidance systems are judged to be necessary, the user shall consult with the Administrator in advance of the event and follow the directions. In all such cases, all security, attendance management, and attendee guidance, etc., will be taken at the user's expense and as a matter of the user's responsibility.

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

When the user wishes to use any of the ancillary equipment or services ("Ancillary Services," meaning all services not covered by the base venue fee or room rate) in the possession of the Owner and provided at the Conference Room, the user shall determine the details (including the schedule, program, venue layout, placement of information boards, and usage of equipment to use, etc.) in consultation with the Administrator at least one week in advance of the day of the event. In such cases, the Administrator will designate the ancillary equipment which may be used, and the user shall follow all stipulations of the Administrator, such as methods of use, times of use, usage fees and payment methods thereof, and usage deadlines.

2. Some Ancillary Services are provided by third parties in partnership with the Administrator. By using them, the user shall agree that the Conference Room bears no responsibility for the said services.

Article 14 : Restriction of Setting Equipment

The installation of any equipment in the Conference Room or surrounding area is prohibited. However, this does not apply in the following cases and when the user has requested to the Administrator regarding the said details and received the approval from the Administrator by two weeks in advance of the day of use.

(1) Equipment

As for directly arranging some audio equipment or lighting equipment, previous consultation with the Administrator is required before making decision. Regarding carrying-in, installation, and carrying-out of the said equipment, the user shall comply with the Administrator.

(2) Constructions

① When the user wishes to construct the trunk cables, previous consultation with the Administrator is required before making decision.

② When the user wishes to conduct various interior works such as changing layout or installing of heavy goods and/or power source, previous consultation with the Administrator is 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 Administrator is required.

③ For fear of damaging the building, furnishings, and ancillary facility, when carrying in/out the goods, the user shall cover the floor and wall according to the Administrator's instruction.

2. If the aforementioned approval is obtained, the user shall conduct the required work completely under their own responsibility and expense.

Article 15 : Posting of Advertisements or Signboards,

etc.

The placement of advertisements, signboards, and flags, etc., and the distribution of flyers and other publicity materials in the Conference Room and surrounding area are prohibited. However, this does not apply in the following cases and when the user has requested to the Administrator regarding said details and received the approval from the Administrator by at least one month prior to the event.

2. If the aforementioned approval is obtained, the user shall follow the Administrator's instructions regarding display locations and methods, and conduct the required work completely under their own responsibility and expense.

3. The user does not request the Administrator to remove advertisements or signboards, etc., already existing in the Conference Room and surrounding area. However, this does not apply in special cases approved by the Administrator.

Article 16 : Photography, Broadcasting and Streaming, etc.

When taking photographs or make a video and audio recording in the Conference Room and surrounding area (hereinafter referred to as "photography, etc."), the user shall request and obtain approval of the Administrator regarding the purpose of the photography, etc., and the equipment to be used at least one month prior to the day of use.

2. If the user wishes to televise, screen, broadcast, distribute, publish, commercialize (hereinafter referred to as "broadcasting, etc.") videos or images (hereinafter referred to as "images, etc.") created from the photography, etc., the user shall request and obtain the approval of the Administrator in advance regarding the details thereof. This also applies to secondary use of the images, etc.

3. When broadcasting, etc., the images, etc., the user may not be able to change, remove, or otherwise alter the appearance of the Conference Room or advertising materials, and the content and methods

of such notices are determined through discussion between the user and the Administrator.

4. The user may transfer and approve the rights broadcasting, etc., the images, etc., to third parties only after obtaining the approval of the Administrator. In such cases, the user shall ensure that said third parties adhere strictly to the stipulations of this Article.

Article 17 : Dispatching of Doctors or Nurses by User

The user dispatches doctors or nurses to the Conference Room as necessary under their own responsibility and expense. When doing so, the user shall notify the Administrator.

2. Neither the Owner nor the Administrator shall be obligated to dispatch doctors and/or nurses for any reason.

Article 18 : Matters Requiring the Consent of the Administrator

When conducting any of the following matters, the user shall request the Administrator of the details and obtain the consent of the Administrator in advance.

(1) Distribution of flyers and other promotional materials.

(2) Taking photographs or recording video or audio.

(3) Placement of guides or information clerks.

(4) Security/safety management systems.

Article 19 : No Assignment of the Right to Use

The user shall not transfer or sublease their status as the holder of a booking at the Conference Room to any third parties.

Article 20 : Prohibited Matters

The user shall not engage in, or permit any attendees or other third parties to engage in, any of the following items.

(1) Selling goods, collecting funds, distributing or displaying flyers or other promotional materials, filming, or engaging in any conduct equivalent to the

preceding matters in the Conference Room and surrounding area without the permission of the Administrator.

(2) Bringing hazardous materials into the Conference Room and surrounding area.

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

(4) Allowing criminal organizations, anti-social forces, or members or affiliates thereof enter the Conference Room.

(5) Using the Conference Room with the purpose of religious activities.

(6) Using the Conference Room 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 Administrator.

(8) Littering or otherwise leaving the Conference Room and surrounding area in an unsanitary state.

(9) Actions which inconvenience the Conference Room or surrounding area, such as generating loud noises, vibrations, or offensive odors. Additionally, actions by presenters and guests which are liable to cause vibrations.

(10) Graffiti, damage, breakage, etc., of the walls, floors, utilities, or any other facility furnishings or any actions which contaminate these. Additionally, nailing nails in the Conference Room or ancillary equipment or putting packing tapes.

(11) Acts of violence, recklessness, or other actions that may cause injury to the user or others.

(12) Excessive dimming of lighting, excessive generation of sound, or other performance which may negatively impact mental and physical wellbeing, or projects involving gambling, the sale of lottery tickets, or other deviations from social norms.

(13) Parking bicycles, motorcycles, cars, or any other vehicles on the street.

(14) Without permission of the Administrator, inviting attendees in excess of the capacity, or

bringing machinery, equipment, or any other heavy items in.

(15) Drunk driving by the user or related people, etc. after using the Conference Room. Additionally, encouraging any person who will drive after using the Conference Room to consume alcohol.

(16) Bringing in animals except service dogs for people with visual or hearing impairments or other disabilities.

(17) Using images, names or contact address, etc., possessed by the Owner and the Administrator without permission.

(18) Using fire or cooking without permission.

(19) Other matters prohibited by the Owner and Administrator for the maintenance or protection of the equipment of the Conference Room.

(20) Other speech or behavior which inconveniences guests or other third parties, or other matters prohibited by the Owner or the Administrator.

Article 21 : Facility Management Rights

If the user or attendees violates the stipulations of the above Articles or fails to follow the instructions of the Administrator, the Administrator can remove the person in question from the Conference Room.

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

3. The user shall inform all attendees and other individuals involved in the event of the stipulations of the above Paragraphs 1 and 2.

Article 22 : Obligation of Insurance

For the purpose of providing compensation for any damages incurred in the unlikely incident that an

accident or other incident occurs in connection with the event, the user should obtain damage insurance, accident insurance, event insurance, or other insurance from insurance company at the user's expense and as a matter of the user's own responsibility. In any exceptional cases in which it is judged by the Administrator to be necessary to take out any insurance, the user shall be required to follow all related directions issued by the Administrator.

Article 23 : Owner and Administrator's Right of Entry

The Owner and the Administrator may enter the venue in appropriate locations at any time during the use for the maintenance, safeguarding, management, etc., of the Conference Room and take any necessary measures. In such cases, the user shall cooperate as necessary with said measures by the Owner or the Administrator.

Article 24 : Measures in Cases of Inability to Use Due to Unforeseen Accidents, etc.

In cases that the user has become unable to use the Conference Room in a manner befitting the purpose of the event due to an unforeseen event such as natural disaster or terrorist attack, or due to any other cause for which neither the Owner nor the Administrator are responsible, the booking of the Conference Room shall be terminated as appropriate.

2. In any case as described by the preceding paragraph, the user will not be required to pay any unpaid fees, and the Owner and/or the Administrator will refund any fees that has already paid as soon as possible. However, neither the Owner nor the Administrator shall 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 the above Paragraph 1, the user may not have the right to demand

compensation or any other action on the part of the Owner or the Administrator. In the event of a dispute between the user and any event attendees or other third parties, the user shall resolve said dispute at the user's expense and as a matter of the user's own responsibility in a manner that does not impose any financial burden upon or cause any other inconvenience to the Owner and the Administrator.

4. In the event that primary purpose or the primary purpose of any attendee in using the Conference Room could not be fulfilled for reasons such as cutting off electricity to audio equipment due to fire alarm or any breakdown of machinery or equipment, etc., belonging to the Conference Room, no compensation beyond the refunding of applicable usage fees will be given.

Article 25 : User's Liability for Damages

In cases in which the user or the user's employees, guests on the day of use, or other related person cause contamination or damage to any facilities, the user shall compensate the Owner and the Administrator for the cost of repairing these to their original state as well as any other damages incurred by the Owner and the Administrator.

2. In cases where bodily injury or other damages occur in guests or other third parties during the period of use, except in cases where these damages are caused by problems with facilities of the Conference Room, the user shall take full responsibility to directly compensate said guests and other third parties for costs incurred, and take measures such as a published apology or other measures to restore confidence as per the instructions of the Owner and the Administrator, and shall not cause any economic burden or other inconvenience whatsoever to the Owner and the Administrator.

3. In any case as described by Paragraph 1 and 2, if the Owner and the Administrator are accused their responsibility by the third parties and compensate

them, the Owner and the Administrator may immediately demand the user all of the cost for said compensation.

Article 26 : Cancellation of Booking Before or During the Event

In cases that one or more of the following entries apply to the user, the Administrator shall reserve the right to cancel the booking immediately without any notification. In such cases, the booking of the Conference Room shall be cancelled as of the time at which the cancellation notice is sent.

(1) When it becomes clear that the application form submitted by the user contains false information, or that the user has made a false report.

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

(3) The user has engaged in conduct injurious to the reputation of the Owner and the Administrator.

(4) When the Owner and the Administrator deem that the user is liable to inconvenience to the Conference Room and surrounding area.

(5) When the user commits antisocial or immoral behavior.

(6) When the user commits actions which violate the management policies of the Owner and the Administrator.

(7) When it becomes clear that the user has violated Article 3 of this agreement.

(8) When the user is subject to a declaration of provisional seizure, temporary measures, or compulsory execution or auction, or is subject to disposition for failure to pay taxes and public dues.

(9) When a check or promissory note issued by the user is subject to non-payment measures, or when the user is subject to bank revocation.

(10) When the user ceases their operations or dissolves.

(11) When the user is ordered to suspend business or has their business license or registration revoked.

(12) When the user is subject to a declaration of starting procedures of bankruptcy, civil rehabilitation, or corporate rehabilitation, or makes petitions for these by themselves.

(13) When the administrative condition of the user deteriorates and it is objectively determined to be considerably difficult for them to fulfill their booking of the Conference Room.

(14) When a dispute arises between the Owner and/or the Administrator, the user and/or a third party caused by the event content, etc., or when this is liable to happen.

(15) When the user fails to comply with the matters stipulated in this Agreement, or when they fail to follow instructions given by the Owner and the Administrator.

2. When the booking of the Conference Room is terminated due to the above Section, the user shall pay the total amount of estimated usage fee to the Owner and the Administrator, and also pay compensation for any damages and the actual costs incurred by the Owner and/or the Administrator, etc.

Article 27 : Measures After the Event

After the event is completed, the user promptly removes all the equipment which they have brought in as well as posters and other signs, etc., cleans the place used for the event and vacates said place by the end of the period of use. All such work will be performed at the user's expense.

2. When the user fails to completely vacate the place of use by the end of the period of use, the user shall pay applicable hourly usage fees for the excess time as defined in the separated Usage Guide, as well as compensation for any damages incurred by the Owner and the Administrator. In the event that the user has not cleaned and restored the venue to its original state (including the removal and disposal, etc. of the items), that work will be performed by the Administrator and the user shall pay the corresponding expense.

3. The user will take their own garbage back with

them.

4. The user shall pay compensation for any damages incurred by the Owner and the Administrator or other third parties due to any objects left behind which may cause bodily harm such as nails.

Article 28 : Noise Restrictions, etc.

By using the Conference Room, the user must comply with legal noise restrictions, etc., as well as the instructions of the Administrator, and will endeavor to maintain the surrounding environment.

Article 29 : Response to Emergencies

By using the Conference Room, the user shall confirm in advance emergency exits, fire extinguishers, escape methods, etc., in case for the unexpected incidents and ensure that their employees and other related persons are thoroughly aware of those kinds of information.

2. In order to respond in cases of earthquakes, fires, or other emergencies, the user shall be thoroughly familiar with the information contained in the documents which they submitted to the fire station and other related authorities.

3. In such cases where an earthquake, fire, or other emergencies occur, and they have received special instructions from related authorities, the user shall follow these under their own responsibility and also follow the instructions from the Owner and the Administrator.

Article 30 : Submission of Documents

If deemed necessary by the Administrator, the Administrator may request the submission of certain documents from the user, such as company information, certificates of present matters, certificates of official seal registration, etc., and the user shall comply with these requests.

Article 31 : Protection of Personal Information

The Owner and the Administrator may use the user's personal information (name, phone number,

email address, place of employment, etc.) for the following purposes.

- (1) Reception of the Conference Room
- (2) Management of the Conference Room booking
- (3) Billing for usage of the Conference Room
- (4) Communication of information relating to operation of the Conference Room
- (5) In case of emergency or natural disaster having influence on the using the Conference Room
- (6) Any of the purposes as below relating to the general operation of the other facilities that are controlled by the Administrator.

① Provision of information or various guidance by telephone or direct mail, etc.

② Analytical research, including customer trend analysis and the development of services and products.

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

(<https://www.mfbm.co.jp/privacy/>)

Article 32 : Governing Law and Court of Jurisdiction

Japanese is used for the Agreement regarding the use of the Conference Room 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 Conference Room, 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

Matters which are not stipulated in these Terms will

be determined amicably through discussions in good faith, with the smooth facilitation of the use of the Conference Room for a sound purpose being the guiding principle. These Terms may be changed in the future without prior notice.

(As of April 1, 2022)