

## Terms and Conditions

### Article 1 - Scope of Application

01.01. The Accommodation Contract and related contracts to be concluded between our Hotel and the Guest shall be based on this Contract under the following terms and conditions of our Contract. Any matter not stipulated in this Contract shall be governed by ordinance and generally established practice.

01.02. When our Hotel has agreed to conclude a Special Contract without conflicting with ordinance and established practice, the said Special Contract shall prevail.

### Article 2 - Application for an Accommodation Contract

02.01. The Guest who intends to apply to our Hotel for an Accommodation Contract will be required to provide our hotel with the following particulars:

- (1) Name(s) of Guest(s) to be registered.
- (2) Date(s) scheduled for overnight stay and estimated time of arrival.
- (3) Accommodation charge (according, in principle, to the basic accommodation charges described in the attached Schedule I).
- (4) Other information considered necessary by our hotel.

02.02. In the case that the Guest has requested, during his/her stay, an extension of an overnight stay beyond the date described in the preceding Paragraph (2) above, our Hotel shall handle his/her request as a new application for an Accommodation Contract which has been made at the point in time when the said request has been made.

### Article 3 - Conclusion, etc. of the Accommodation Contract

03.01. The Accommodation Contract shall be considered to have been concluded at the time when our Hotel has accepted the application described in the preceding Article, unless our Hotel has certified that our Hotel has not accepted the said application.

03.02. When the Accommodation Contract has been concluded under the provision of the preceding Paragraph, the Application Money payable for the period scheduled for overnight stay as prescribed by our Hotel shall be paid by the date set by us, up to the maximum amount equal to the basic accommodation charge for 3 days in cases where the period scheduled for overnight stay exceeds 3 days.

03.03. The Application Money shall first be applied to the final payment of the Accommodation Charge payable, and when the circumstances requiring application of the provisions of Article 6 and Article 18 have arisen, to penalty and then to compensation money in this order. If there is any balance left it will be repaid at the time when the Accommodation Charge is paid as provided in Article 12.

03.04. In the case that the Application Money described in Paragraph 2 of this Article has not been paid by the date set by us as stipulated in the same Paragraph, the Accommodation Contract shall become invalid, but limited only to the case where our Hotel has notified the Guest to that effect at the time when prescribing the day due for payment of the Application Money.

### Article 4 - Special Contract Requiring Non-Payment of the Application Money

04.01. Notwithstanding the provision of the preceding Article, Paragraph 2, there are cases where our Hotel accept a Special Contract which does not require payment of the Application Money specified in the said Paragraph after the conclusion of the Contract.

04.02. When accepting an application for an Accommodation Contract, in the case that our Hotel fails to request payment of the Application Money specified in the preceding Article, Paragraph 2, and/or in the case that it fails to prescribe the due date for payment of the said Application Money, the Special Contract described in the preceding Paragraph shall be considered to have been accepted.

### Article 5 - Deposit

05.01. Our Hotel may collect a deposit from the Guest depending on the length of the stay.

05.02. The Guest shall pay the deposit stipulated by our Hotel by the date designated by our Hotel.

05.03. Any deposit deposited by the Guest will be refunded in full after check-out unless otherwise specified. However, our Hotel shall refund the amount of the deposit after deducting damages in the event the Guest has any outstanding payment or in the event of any damage that is objectively deemed to have arisen from the intentional acts or negligence of the Guest in the guest room.

#### Article 6 - Refusal of the Conclusion of the Accommodation Contract

06.01. The following are cases where our hotel will not accept the conclusion of the Accommodation Contract:

- (1) When application for accommodation is not based on this Contract.
- (2) When there is no room available due to full occupancy.
- (3) When the Guest seeking accommodation is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals.
- (4) When the Guest seeking accommodation is considered to be corresponding to the following (a) to (c).
  - (a) The law in respect to prevention, etc. against illegal actions by gang members (1991 Law item 77) stipulated article 2 item 2 (hereinafter referred to as "gang group"), gang member stipulated by the same law article 2 item 6 (hereinafter referred to as "gang member."), gang group semi-regular members or gang member related persons and other antisocial forces.
  - (b) When gang group or gang members are associates of corporations or other bodies to control business activities.
  - (c) When a corporate body has related persons to gang members.
- (5) When the guest seeking accommodation behaves extremely in a mischievous way against other hotel guests.
- (6) When the Guest seeking accommodation is clearly considered to be a patient with an infectious disease.
- (7) When the guest seeking accommodation, a violent requesting act is carried out, or demanded a burden beyond the reasonable purview.
- (8) When act of God, trouble with facilities, and other unavoidable causes prevent the Guest from staying at our hotel.

#### Article 7 - The Guest's Right to Cancel the Contract

07.01. The Guest may request our hotel to cancel the Accommodation Contract.

07.02. In the case that the Guest has cancelled the Accommodation Contract in whole or in part due to causes attributable to him/her (which is the case when our Hotel has requested payment of the Application Money by prescribing the date due for such payment under the provision of Article 3, Paragraph 2, except in the case when the Guest has cancelled the Accommodation Contract prior to such payment), payment of penalty shall be required as specified in the attached Schedule II, but in the case that our Hotel has accepted a Special Contract described in Article 4, Paragraph 1 this provision shall be applied only to the case where our Hotel has notified the Guest of his/her responsibility to pay a penalty for cancellation of the Contract when accepting the Special Contract.

07.03. In the case that the Guest does not arrive by 9 p.m. on the day of an overnight stay without informing our Hotel of a delay (or after the lapse of hours past the scheduled time of arrival if indicated by the Guest beforehand), the Accommodation Contract concerned may be considered to have been cancelled by the Guest and will be handled accordingly.

#### Article 8 - The Right of Our Hotel to Cancel the Contract

08.01. The following are cases where our Hotel may cancel the Accommodation Contract:

- (1) When the Guest is considered likely to behave in violation of the provisions of the ordinance, public order or good public morals, or he/she is considered to have behaved in such a manner.
- (2) When the Guest is clearly considered to be corresponding to the following (a) to (c).
  - (a) Gang group, gang group semi-regular members or gang member related persons and other antisocial forces.
  - (b) When a corporate body or other organization where gang groups or gang members control business activities.
  - (c) In a corporate body which has persons relevant to gang member in its board member.
- (3) When the Guest in accommodation behaves extremely in a mischievous way against other hotel guests.
- (4) When the Guest is clearly considered to be a patient with an infectious disease.
- (5) When having accommodation, a violent action is carried out, or demanded a burden beyond reasonable purview.
- (6) When unavoidable causes, such as act of God, etc., prevent the Guest from staying at our Hotel .
- (7) When the provision of Article of the Ordinance (No. ) issued by Prefecture is- 3 - applicable.
- (8) When the Guest smokes in bed or vandalizes fire protection facilities, or does not comply with the matters prohibited by our Hotel (limited only to those matters necessary for fire prevention) among the rules of use prescribed by our Hotel.

08.02. In cases where our Hotel has cancelled the Accommodation Contract in accordance with the provision of the preceding Paragraph, charges for accommodation service, etc. which have not yet been offered to the Guest shall not be receivable.

#### Article 9 - Registration of Accommodation

09.01. The Guest will be required to register the following particulars at the front desk of our Hotel

- (1) Name, age, sex, address and occupation of the Guest.
- (2) Nationality, passport number, place entered, and date entered, in the case of a foreign guest.

(3) Scheduled date and time of departure.

(4) Other particulars considered necessary by our hotel.

09.02. In the case that the Guest intends to pay the charges described in Article 12 by using such means in place of currency as traveler's checks, accommodation coupons, credit card, etc., he/she will be required to show them at the time of registration described in the preceding Paragraph.

#### Article 10 - Time Allowed for Use of the Guest room

10.01. The time allowed for the Guest to use the guest room of our Hotel shall be from 15 pm till 11 am of the following morning, except when the Guest stays for more than one night in succession, in which case the Guest may use the guest room all day except the day of arrival and the day of departure.

#### Article 11 - Compliance of the Rules of Use of the Hotel

11.01. While staying in our Hotel, the Guest will be required to comply with the Rules of Use posted inside our Hotel as prescribed by us.

#### Article 12 - Business Hours

12.01. The business hours of principal facilities in our Hotel shall be as follows. Details of the service hours of other facilities are explained in the pamphlet provided, displays at major points inside our Hotel, and the service directory provided in each guest room.

Service Hours of Front Desk, Cashier, etc. 6:00 -25:00

12.02. The service hours described in the preceding Paragraph may be changed temporarily for unavoidable reasons, in which case the Guest will be notified by proper means.

#### Article 13 -Meeting with Non-Hotel guests

13.01. Only Guests are permitted to enter guest rooms in our Hotel.

13.02. Meetings with Non-Hotel guests shall be restricted to the front lobby.

#### Article 14 -Check-in and Check-out Time

1. The Hotel's check-in and check-out times shall be as follows:

(1) Check-in... 15:00 to 25:00

(2) Check-out... 11:00

2. Check-out after 11:00 will incur the following additional charges

(1) Late check out by request should be asked to front desk before 11:00, additional charges will be incurred.

(2) Check-out after 11:00, if the guest didn't ask to front desk, 100% of the regular guest room charge for that night.

\*Please note that late check-out may not be available depending on the vacancy situation.

#### Article 15 - Payment of Charges

15.01. The breakdown of the accommodation charge, etc. payable by the Guest shall be as listed in the attached Schedule I.- 4 -

15.02. Payment of the accommodation charges, etc. described in the preceding Paragraph shall be made in currency or by other alternative means acceptable by our Hotel, such as traveler's check, accommodation coupon, credit card, etc., at the front desk at the time when the Guest departs from our Hotel or is charged by our Hotel.

15.03. In the case that the Guest has not stayed at our Hotel at his/her discretion even after we have offered the guest room to the Guest and made it available for him/her to use, the accommodation charge will still be charged.

#### Article 16 - Responsibility of Our Hotel

16.01. In the case that we have inflicted damage on the Guest in the course of fulfilling the Accommodation Contract and related Contracts or in breach of these Contracts, we shall compensate for the said damage, unless the said damage has been caused due to a cause not attributable to us.

16.02. Our Hotel is covered by the Hotel liability insurance to cope with emergencies in the case of fire, etc.

#### Article 17 - Handling In Case the Guest Room Contracted Is Not Available

17.01. Should the guest room contracted for the Guest under the Accommodation Contract become unavailable for him/her, our Hotel shall try to offer other accommodation facilities under the same conditions as the original Accommodation Contract as far as possible, subject to the consent of the Guest concerned.

17.02. Notwithstanding the provision of the preceding Paragraph, in cases where we are unable to offer other accommodation facilities to the Guest, we shall pay to him/her a compensation charge equivalent to the penalty, which will be applied to the amount of the compensable damage. However, in cases where there is no cause attributable to us for not being able to offer the guest room, we shall not pay the compensation charge.

#### Article 18 - Handling of Checked Articles, etc.

18.01. Our Hotel shall be liable for the loss or destruction of the possessions of Guests only if such loss or destruction is the result of willful or gross negligence by our Hotel or any of its employees. Our Hotel shall be liable to the Guest for the loss or damage of the possessions of the Guest to an amount limited to the fair market value of such possessions or ¥50,000, whichever is lower. In certain cases the Hotel may accept liability for items with a higher value if a written request detailing the nature and value of such possession is received and accepted.

18.02. Our Hotel shall compensate the Guest for damages for any loss or damage of the articles, cash or valuables brought into a guest room by the Guest arising out of the intentional acts or negligence of our Hotel. However, for articles of which the nature and value has not been reported in advance by the Guest, the Hotel shall compensate the Guest up to a maximum of 50,000 yen except in the case of the intentional acts or gross negligence of our Hotel .

#### Article 19 - Custody of the Baggage or Personal Belongings of the Guest

19.01. When the baggage of the Guest has arrived at our Hotel prior to his/her arrival, our Hotel will keep it subject to our agreement given prior to its arrival, and will hand it to the Guest at the time when he/she checks in at the front desk.

19.02. In the case that the baggage or personal belongings of the Guest are found misplaced after he/she has checked out, our Hotel shall keep them for seven (7) days including the day when they have been found, and shall deliver them to a police station near our Hotel after a lapse of seven (7) days and the other items for which the owner is identified for a period of thirty (30) days after which said items will be disposed of. However, the Hotel will hold food products only for a reasonable period during which quality can be preserved after which said food products will be disposed of at the discretion of our Hotel.

19.03. The responsibility of our Hotel regarding the custody of the Guest's baggage or personal belongings in the case of the preceding two Paragraphs shall conform to the provision of the preceding Article, Paragraph 1, in the case of Paragraph 1 of this Article and to the provision of the preceding Article, Paragraph 2, in the case of the preceding Paragraph. 16.02.

#### Article 20 - Liability of the Guest

The Guest shall be liable to compensate our Hotel for any damage suffered by our Hotel arising out of the intentional acts or negligence of the Guest.

#### Article 21- Indemnity of liability

20.01 The Guest is liable for any damage, destruction or loss of possession in all the public facilities caused by misplacing or negligence.

20.02. Our hotel is not responsible for any disagreement among the Guests or any person visiting our Hotel.

20.03. Please be aware that the Guest is liable for any use of computer communication services from within our Hotel. Our Hotel cannot be held liable for any possible damage that may be caused by a system failure or any other reasons while the computer communication services are being in used. In addition, the Guest may be required to compensate our Hotel and third parties for any possible damage caused by acts that we judge to be an inappropriate use of our computer communication systems.

#### Article 22- Handling of Personal Information

The personal information provided by the Guest will be acquired and utilized by our Hotel and the assets and advisers of our Hotel as well as all affiliated companies, for the express purpose of complying with all applicable laws relating to economic sanctions as well as all other applicable laws and ordinances. For the same purpose, some or all of the personal information provided by the Guest may also be dispersed within the Hotel Group which our Hotel is a part of.

#### Article 23- Jurisdiction and Governing Law

Any and all disputes arising in connection with this Contract shall be governed by the laws of Japan and shall be settled in the court in Japan with jurisdiction over the place in which our Hotel is located.

Table. Cancellation Charge (Ref. Paragraph 2 of Article 7)

Cancellation charges shall be calculated as follows depending on the details of the reservation.

① If the number of guests is 9 or less

Penalty of 100% of the accommodation fee will be applied from 1 (one) day prior to the first accommodation day or in case of no show.

② If the number of guests is 10 or more

Penalties will be applied as per the below details:

- From 7 to 4 days prior to the first accommodation day : 50% of the accommodation fee
- From 3 days prior to first day of accommodation day or no show : 100% of the accommodation fee

1. The percentage figure indicates the proportion of the cancellation charge in relation to the total amount of the accommodation charges.

2. In case the length of a stay has been shortened, the cancellation charges indicated above shall be applied to the number of days shortened regardless of the total number of days shortened.

3. When the applicable accommodation charges have been revised as a result of the length of a stay having been shortened during the term of the accommodation contract, then the revised charges shall be applied retroactively from the first day of the accommodation contract and the Guest will be charged the difference.

4. If separate cancellation charges have been indicated by the accommodation reservation website or for a particular accommodation plan, etc., then those charges shall be applied preferentially.