

Terms of Use
Nihonbashi Hall
in Nihonbashi Takashimaya Mitsui Building

Article 1 (Terms of Use)

When using Nihonbashi hall (hereinafter referred to as "the hall"), the user must follow these terms of use (hereinafter referred to as "this agreement") as well as instructions given by the administrator (administrator here refers to "Mitsui Fudosan Building Management Co., Ltd.").

Article 2 (Protection of Owner Rights)

The user agrees without objection that, when there are applications, etc. which are liable to result in the use of rival companies or damage to the rights of the owner (owner here refers to "Nihonbashi Takashimaya Mitsui Building Management Association"), the interests of the owner shall take precedence.

Article 3 (Exclusion of Anti-Social Forces)

The owner, administrator, and user hereby assure the other parties regarding the following matters.

(1) That they and their employees (workers, executives, officers, and other similar parties engaging in business) are not criminal organizations, companies affiliated with criminal organizations, extortionists or other similar parties thereto or members thereof (hereinafter referred to as "anti-social forces").

(2) That the purpose of use is not to demonstrate the influence of criminal organizations or other anti-social forces, to engage in the funding of said forces, or to otherwise aid or support criminal organizations or anti-social forces or contribute to their operations.

2. The owner, administrator, and user hereby confirm that they make strict efforts toward the exclusion of

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

Article 4 (Facilities Available for Use)

The hall facilities that can be used by the user for their respective events shall be separately stipulated in a "Usage Guide".

2. The user shall be able to use equipment ancillary to the aforementioned facilities. However, usage fees and other conditions of use in such cases are stipulated in Articles 7 and 13.

3. Even in cases in which the user does not use part of the facilities in Section 1, they cannot request a decreased usage fee.

Article 5 (Reservation Applications)

The hall shall be open for use throughout the year as a general rule except during year-end period. However, this shall not apply in cases where they are closed due to inspections of the facilities/equipment, etc.

2. The user must state to the administrator the purpose and contents of their event at the time of application.

The owner and administrator reserve the right to refuse use based on said event details in light of this agreement, etc.

Article 6 (Purposes of Use)

The use purposes of the hall by user shall be as follows. However, the organizers must be able to identify entrants to events held in the hall.

(1) Exhibitions, private exhibitions, press release conferences, fashion shows, seminars, conferences, lectures, ceremonies, symposiums, shareholder meetings, graduation exhibitions, parties, etc., regardless of whether commercial or non-commercial

use.

(2) Events approved by the owner and administrator regardless of whether it conforms to (1).

Article 7 (Period of Use and Usage Fees)

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 hall shall be available for use from 9:00AM until 9:00PM, and units of reservation shall be separately stipulated in the "Usage Guide".

3. The total amount of usage fees shall be calculated by adding the hall usage fees to additional personnel costs and the costs of other arrangements. Furthermore, usage fees are separately stipulated in the "Usage Guide".

Article 8 (Payment Method of Usage Fees)

The user shall pay the designated usage fees into the designated bank account by the payment deadline via the method stipulated by the administrator.

Furthermore, bank transfer fees shall be borne by the user.

Article 9 (Measures in Case of Non-Payment of Usage Fees)

If the user fails to pay the designated usage fee by the payment date stipulated in the above Article, the administrator can charge interest at a rate equivalent to an 18.25 annual interest rate as a lateness fee applied to the unpaid amount.

Article 10 (Measures in Case of Cancellation Requests by User)

The hall reservation shall be cancelled as of the time

when the user submits the written form designated by the administrator. However, for the periods which cancellation fees will be incurred as separately stipulated in the "Usage Guide", the user can be charged some or all of the total usage fee at the rates indicated in the "Usage Guide". Furthermore, in addition to designated cancellation fees, the owner and administrator can charge user separately for damages incurred due to the user's cancellation.

Article 11 (Notifications to Authorities)

The user shall submit notifications to the authorities with respective jurisdiction regarding their use of the hall as stipulated by law and at their own responsibility and expense, and shall follow the instructions of said authorities. In such cases, the user shall always receive the advance approval of the administrator regarding all contents of said notifications and shall promptly notify the administrator regarding the instructions received from the authorities. In the rare case that use becomes impossible due to inadequate notification, the owner and administrator shall bear no responsibility.

Article 12 (Administration and Security, Etc. of Events)

The user shall station a responsible representative in the hall for the duration of use. Furthermore, the sending and reception of items by the user shall be limited to the period of use.

2. The user shall use the places of use with the care of a good manager and shall make all necessary preparations for the event and its administration at the user's own responsibility and expense.

3. The user will discuss with the administrator and determine the required reception, personnel adjustments, guidance, guest reception, and security no later than 2 weeks prior to the date of use. Furthermore, the user

shall do so fully under their own responsibility and expense.

4. The user shall follow the instructions of the administrator when guiding guests in the hall, the areas surrounding the hall, the building in which the hall is located and the surroundings of said building (hereinafter referred to as "the hall and surrounding area"), and must make all possible efforts to avoid causing any bodily injury or inconvenience to guests.

Article 13 (Usage of and Usage Fees, Etc. for Ancillary Equipment and Services)

If the user wishes to use ancillary equipment in the hall owned by the owner, the user must determine said details (schedules, programs, venue layout, placement of information signs, equipment to use, etc.) through discussion with the administrator no later than 2 weeks prior to the date of use. In such cases, the administrator shall designate the ancillary equipment which can 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.

Article 14 (Restrictions on Bringing in Items)

The installation of any equipment in the hall or surrounding area is prohibited. However, this shall not apply in the following cases and when the user has made a request to the administrator regarding said details and received the approval of administrator.

(1) Equipment, etc.

When directly arranging sound or lighting equipment, the user shall discuss and determine this with the administrator in advance. Furthermore, the user shall follow the administrator's instructions regarding bringing in items, as well as installation and removal of

equipment arranged by the user.

(2) Construction, etc.

1) If the user wishes to perform main-line electrical construction, the user shall discuss and determine this with the administrator in advance. Furthermore, execution thereof shall be performed by a company designated by the administrator.

2) If the user wishes to make a request on the facility layout or any constructions such as installing heavy items or power sources, etc., the user shall discuss and determine this with the administrator in advance. When conducting work requiring licenses or qualifications such as electrical construction or aerial work, copies of the respective licenses and qualifications must be presented to the administrator in advance.

3) When there is a risk of contaminating or damaging the facilities, furnishings or ancillary equipment, etc. while loading and removing articles, the user must follow the instructions of the administrator and avoid damaging floors and wall surfaces.

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

Article 15 (Display of Advertisements and Other Signboards, Etc.)

Displaying of signboards, banners, etc. and the distribution of fliers or other publicity materials are prohibited. However, this shall not apply when the user has made a request to the administrator regarding said details and received the approval of administrator no later than 1 month prior to the date of use.

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 may not request the administrator to remove advertisements or signboards, etc. already existing in the hall and surrounding area. However, this shall not apply in special cases approved by the administrator.

Article 16 (Photography, Televising, Broadcasting, Etc.)

If the user will be recording video or audio or photographing (hereinafter referred to as "photography, etc."), they shall request and obtain the approval of the administrator regarding the purpose of the photography, etc. and the equipment to be used no later than 1 month prior to the date of use.

2. If the user wishes to televise, screen, broadcast, distribute, publish, or commoditize (hereinafter referred to as "televise, etc.") video or images (hereinafter referred to as "images, etc.") created from the photographing, etc., they shall request and obtain the approval of the administrator in advance regarding the details thereof. This shall also apply to secondary use of the images, etc.

3. If the user will televise, etc. the images, etc., they shall not be able to change, remove, or otherwise alter the appearance of the hall or advertising materials, and the content of such notices shall be determined through discussion between the user and the administrator.

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

Article 17 (Dispatching of Doctors or Nurses by User)

The user will dispatch doctors or nurses to the hall as necessary under their own responsibility and expense

and shall report this to the administrator.

2. The owner and administrator shall not be required the dispatching of doctors or nurses for any reason whatsoever.

Article 18 (Matters Requiring the Approval of the Administrator)

When the user conducts any of the following matters, they shall request the administrator on the details thereof in advance and obtain the approval from the administrator.

- (1) Distribution of fliers and other publicity materials.
- (2) Photography and video or audio recording.
- (3) Placement of guides or information clerks.
- (4) Security/safety management systems.

Article 19 (Prohibition of Transfer of Right to Use)

The user may not transfer or sublease their status as the reserver of the hall.

Article 20 (Prohibited Matters)

The user must not conduct any of the following actions or allow guests or third parties to do so.

- (1) The sale of goods, fundraising, or the distributing, displaying, or photographing of fliers and other publicity materials, or other similar activities in the hall and surrounding area without the approval of the administrator.
- (2) Bringing dangerous items into the hall or surrounding area.
- (3) If the user sells tickets, the selling of said tickets to criminal organizations, anti-social forces, or members or affiliates thereof.
- (4) Allowing criminal organizations, anti-social forces, or members or affiliates thereof entry into the hall.
- (5) Using for the purpose of religious activities.

(6) Using for the purpose of electioneering activities or other political activities.

(7) Eating, drinking, or smoking outside of the places designated as such by the administrator.

(8) Leaving the hall or surrounding area in an unclean state by leaving garbage, etc.

(9) Actions which inconvenience the hall or the 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 walls, floors, utilities, or any other hall furnishings or any actions which contaminate these. Additionally, nailing nails into the building or ancillary equipment or the use of packing tape.

(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) The parking of bicycles, motorcycles, cars, etc. on the streets.

(14) Allowing guests in excess of the seating capacity stipulated or installing or bringing in machinery or other heavy items without the approval of the administrator.

(15) Drunk driving by the hall user or related people, etc. after the use of the hall. Additionally, encouraging the consumption of alcohol to persons who will drive after using the hall.

(16) Bringing in animals other than service dogs for the hearing and vision impaired, etc.

(17) The use of images, names or contract addresses,

etc. possessed by the owner or administrator without permission.

(18) The use of fire or cooking without permission.

(19) Other matters prohibited by the owner or administrator for the maintenance or protection of the hall and its facilities.

(20) Other speech or behavior which inconveniences guests or other third parties in the hall or surrounding area or other matters prohibited by the owner or administrator.

Article 21 (Facility Management Rights)

If the user violates the stipulations of the above Articles or fails to follow the instructions of the administrator, or if guests violate the stipulations of the above Articles or fail to follow the instructions of the administrator, the administrator can have said persons leave the hall.

2. The user and guests shall care for their own safety and valuables under their own responsibility while they are in the hall. Furthermore, the owner and administrator shall bear no responsibility whatsoever for theft, loss, damage or other losses incurred in the hall, and the user shall make no objection to this.

3. The user must make related persons and guests thoroughly aware of the stipulations in the above 2 sections.

Article 22 (Obligation of Insurance)

In order to provide compensation for damages caused by unexpected incidents related to the hosting of events, the user should obtain damage insurance, accident insurance, or other event insurance under their own responsibility and expense.

Furthermore, when the administrator deems it particularly necessary to enroll in accident or damage insurance, etc., the user will follow said instructions.

Article 23 (Owner and Administrator's Right to Entry)

The owner or administrator can enter the hall in appropriate locations at any time during the use for the maintenance, safeguarding, management, etc. of the hall and take any necessary measures. In such cases, the user must cooperate as necessary with said measures by the owner or administrator.

Article 24 (Measures in Cases of Inability to Use Due to Force Majeure, Etc.)

In cases of force majeure such as natural disasters or terrorism or other reasons not attributable to the owner or administrator causing the user to be unable to use the hall for the purpose of their event, the hall reservation shall be terminated as a matter of course.

2. In such cases, the user will not be required to pay any unpaid usage fees, and the owner or administrator shall promptly return usage fees which the user has paid.

However, the owner and administrator shall bear no responsibility whatsoever for damages incurred due to events being canceled.

3. In the case of Section 1, the user cannot demand any form of compensation from the owner and administrator, in the rare case that a dispute arises between the user and guests or other third parties, the user shall handle these under their own responsibility and expense and shall cause no economic burden or other inconvenience whatsoever to the owner and administrator.

4. Even in cases where the user and guests are unable to fulfill their intended purpose due to sound equipment power outages caused by fire alarms or other damage to the equipment or devices of the facility, etc., this facility shall provide no compensation for damages exceeding the return of usage fees.

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 administrator for the costs of repairing these to their original state as well as any other damages incurred by the owner or 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 the hall facilities, the user shall take full responsibility to directly compensate said guests and other third parties for costs incurred, shall take measures such as a published apology or other measures to restore confidence as per the instructions of the owner and administrator, and shall cause no economic burden or other inconvenience whatsoever to the owner or administrator.

3. In the cases of Section 2, if the owner and administrator are accused their responsibility by the third parties and compensate them, the owner and administrator can immediately demand the user all of the cost for said compensation.

Article 26 (Cancellation of Hall Reservation Before or During the Start of Use)

The administrator can cancel the hall reservation immediately and without any notification in cases in which any of the following items apply to the user.

In such cases, the hall reservation shall be cancelled as of the issuance of the cancellation notice as a matter of course.

(1) When it becomes clear that the application contained falsehoods.

(2) When the owner and administrator deem that the

event contents violate laws or public morals.

- (3) When the user has damaged the confidence of the owner and administrator.
- (4) When the owner and administrator deem that user is liable to inconvenience to the hall or 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 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 hall reservation.
- (14) When a dispute arises between the owner and 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 administrator.

2. When the hall reservation is terminated due to the

above Section, the user shall pay the total amount of estimated usage fee to the owner and administrator and shall also compensate the owner and administrator for any damages incurred by the owner and administrator, etc. Furthermore, the user must subsequently pay for any actual costs incurred.

Article 27 (Measures After the Event)

After the event is completed the user shall promptly remove all of the user's equipment which they brought in as well as posters and other signs, etc. at their own expense, clean the place that was used, and vacate said place by the end of the period of use.

2. If the user fails to completely vacate the place of use by the end of the period of use, the user must pay to the administrator an hourly hall usage fee for the excess time, as well as compensation for any other damages incurred by the owner and administrator.

3. The user must take their own garbage back with them.

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

Article 28 (Noise Restrictions, Etc.)

The user must adhere to legal noise restrictions, etc. as well as the instructions of the administrator, and must endeavor to maintain the surrounding environment.

Article 29 (Response to Emergencies)

The user must confirm emergency exits, fire extinguishers, escape methods, etc. in advance for preparing the unexpected incidents when using the hall and must also ensure that their employees and other related persons are thoroughly aware of this information.

2. In order to respond in cases of earthquakes, fires, or other emergencies, the user must 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 emergency occurs and there are special instructions from related authorities, the user must follow these under their own responsibility and must also follow the instructions of the owner and administrator.

Article 30 (Submitted Documents)

When 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, certificate of official seal registration, etc., and the user must comply with these requests.

Article 31(Protection of Personal Information)

The owner and administrator may use the user's personal information (name, phone number, email address, place of employment, etc.) for the following purposes.

- (1) Hall use reception
- (2) Hall use reservation management
- (3) Hall usage fee billing
- (4) Communication of other information relating to the administration of the hall

2. When it is necessary for the owner and administrator to disclose personal information to third parties (subcontractors, etc.) within the scope of the purposes of use, they will supervise the subcontractors as necessary and appropriate to ensure the safety of the personal information.

Article 32 (Matters not Stipulated)

Matters which are not stipulated in this agreement shall be determined amicably through discussions in good faith, with the smooth facilitation of the use of the hall for a sound purpose being the guiding principle.

This agreement may be changed in the future without warning.

(As of February 28, 2019)