

## **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, the Company 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 the Company deems 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)

1. Members are responsible for managing their user IDs and passwords.
2. 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 used 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)

1. The Facility is not only intended for use by working members but is also available to hotel guests and the general public. All users must fully understand that this is a shared space and are expected to use The Facility with consideration for one another.
2. Members must comply with the provisions of Article 18 and shall use The Facility with the care of a prudent manager.
3. Members agree in advance that use of The Facility does not grant them any property rights, leasehold interests, or any other rights whatsoever.

4. Members must use The Facility as it is and may not install fixtures or perform any construction.
5. All personal items (excluding those in specified lockers) are strictly prohibited from being placed in any communal areas of The Facility, whether temporarily or as a free provision.
6. The company may, without prior notice and at its sole discretion, organize, move, remove, or dispose of personal items as described in the previous clause.
7. For security purposes and to prevent egregious breaches of etiquette, surveillance cameras operated by a security company are installed within The Facility.
8. Any actions that cause disturbance to others, such as making loud noises or creating a mess, are strictly prohibited throughout The Facility.

#### 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. The admission fee and the usage fee shall be settled on the date specified by the Company and notified to the Member at the time of contract signing. The usage fee for the first month shall be calculated on a pro-rata basis from the commencement date of use, and any fraction less than one yen shall be rounded down.
4. Please note that the debit date for the usage fee may vary depending on the regulations of the credit card company used by the Member.
5. The usage fee for any optional services shall be settled, together with the monthly usage fee, on the date specified by the Company and notified to the Member.
6. 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.
7. 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.
8. 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)

1. Non-members wishing to use The Facility may do so when accompanied by a member, subject to the condition that they are accompanied by such a member.
2. Accompanied users are only allowed to use designated areas and may not access other areas of The Facility.
3. Accompanied users are permitted to use The Facility for a maximum of three people for up to two hours. Should their usage exceed two hours, the additional time will be charged at a drop-in rate starting from the time the initial two hours have elapsed.
4. Members are responsible for ensuring that their accompanied users comply with these terms and conditions.

#### Article 14(Locker and Mail Option)

1. The Company shall provide locker rental and mail receipt and retention services (the "Locker & Mail Option") only to Members who have submitted the Company's prescribed application and have been approved by the Company.e
2. The Mail Option is included for Members who have been granted permission for Registration Use (fees and other conditions shall be in accordance with the Company's prescribed fee schedule).
3. Members who have not been granted permission for Registration Use may also apply for the Mail Option separately; however, the provided address may only be used for the receipt of mail and packages and may not be used for public-facing purposes (such as business registration, display of a business location, various map services, etc.).
4. The Company may inspect these lockers without consent in cases of emergency or as deemed necessary.
5. 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)

1. Members using the locker and mail option can have their mail delivered to the specified lockers. However, the Company is not responsible for the loss or damage of mail under specific circumstances such as cash or perishable goods.
2. When the Company receives mail addressed to a Member using the locker and mail option, 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.
3. 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.
  4. 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 for Business Registration)

1. "Registration Use" shall mean the use of the address separately designated by the Company (hereinafter referred to as the "Designated Address") for the purpose of displaying it as the head office, principal office, or other similar designation of a company or corporation, including but not limited to, its use in public registries, documents submitted to government agencies, on websites, business cards, and in various map and search services.

Registration Use shall be granted exclusively to Members who have been approved by the Company, have entered into the Company's prescribed Registration Use option agreement, and continuously utilize the physical facilities provided by the Company as a base for their business activities. The use of the facility as a so-called "virtual office," solely for the purposes of address registration, address display, and mail receipt without physically visiting the facility, is strictly prohibited. The Company shall reasonably determine the usage status of the Registration Use member based on objective evidence, such as the Company's access logs and other records managed by the Company in a reasonable manner.
2. If the Company reasonably determines, based on the objective evidence set forth in the preceding paragraph, that a member has not visited the facility for a continuous period of three months, the Company may, upon one month's prior notice in writing or by email, terminate the member's entire membership agreement under these Terms of Service or rescind the permission for Registration Use.
3. Notwithstanding the foregoing, in the event of extenuating circumstances not attributable to the Company, such as long-term hospitalization or medical treatment, childcare or nursing care, disaster or accident, or a long-term business trip, the Member shall, within a reasonable period, submit a medical certificate, certification from a public authority or their employer, or other objective evidence to obtain the Company's approval.

4. Members who are granted Registration Use are not eligible for the "Membership Suspension" (Article 22). Should a member wish to suspend their membership, they must, at their own sole cost and responsibility, complete the removal of the Designated Address from all public registrations and displays no later than fourteen (14) days prior to the desired suspension start date. If requested by the Company, the member shall furnish evidence of such removal.
5. The permission for Registration Use is accompanied by the "Locker and Mail Option" service as set forth in Articles 14 and 15 (fees and other conditions shall be in accordance with the Company's prescribed fee schedule). This option is limited to the receipt and storage of mail and does not include a mail forwarding service.
6. In the event of either the rescission of Registration Use or the termination of the membership agreement, the member shall, within thirty days from such date and at their own sole cost and responsibility, erase the Designated Address from all public registries, government filings, websites, business cards, and various map services. If requested by the Company, the member shall furnish evidence of such erasure.
7. The Full Member shall not assign, sublease, or sublicense their rights related to Registration Use. Furthermore, the use of the address by multiple corporate entities, name lending, or any other similar acts are strictly prohibited.

#### Article 17 (Events and Seminars)

1. Members who wish to hold an event at the Facility must submit an application to the Company at least two weeks prior to the scheduled event date and obtain prior approval from the Company before proceeding with the event.
2. If an event organized by the Company, its designated contractor, or Members interferes with the use of the Facility, the Company shall promptly notify the Members of the relevant details, including the event content and schedule, prior to the event.
3. When hosting an event, Members shall pay the usage fee specified by the Company by the designated due date and using the designated payment method. If Members fail to make the payment by the due date, the Company reserves the right to revoke its approval for the event.

#### Article 18 (Prohibitions)

Members shall not engage in any of the following acts. If a member engages in any of the prohibited acts listed below and causes damage to the Company, other users, or any third party, the member shall be liable for full compensation for such damage.

- 1) Transferring or pledging to a third party their contractual status under the service agreement or any rights or obligations arising from these Terms.
- 2) Subleasing, in whole or in part, any rights incidental to the contract, such as locker usage, to a third party.
- 3) Using meeting rooms or other facilities that require prior reservations without making a reservation.

- 4) Bringing hazardous materials, pets, or any other items that may cause inconvenience to others.
- 5) Engaging in acts that violate laws, regulations, or public order and morals.
- 6) Engaging in criminal activities or acts related to criminal conduct.
- 7) Destroying or interfering with the Company's servers or network functions.
- 8) Engaging in any act that may disrupt the operation of the Company's services.
- 9) Providing benefits, directly or indirectly, to antisocial forces in connection with the Company's services.
- 10) Disclosing the personal information of other members or third parties.
- 11) Impersonating another person to use the facilities.
- 12) Smoking in any areas other than designated smoking areas within the facilities.
- 13) Engaging in conduct that generates excessive noise or otherwise disrupts the smooth operation, order, or maintenance of the facility.
- 14) Exclusively occupying common areas or placing objects in such areas.
- 15) Engaging in religious or political activities, or any acts connected thereto, as well as any acts contrary to public order and morals.
- 16) Using the Company's name without authorization.
- 17) Infringing upon the reputation, credibility, privacy, portrait rights, or other personal rights of the Company or other members.
- 18) Engaging in any other act that violates these Terms.
- 19) Engaging in any other act that the Company reasonably deems inappropriate.

#### 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 of the following acts, the Company reserves the right, at its sole discretion, to deny the use of the facility without prior notice or demand:
  - 1) Providing false information or documents at the time of membership registration.
  - 2) When the Company determines that the member's actions may cause harm to the Company, other members, or third parties.
  - 3) Failure to pay usage fees or other charges by the due date.
  - 4) Engaging in, or attempting to engage in, any act in violation of Article 9.
  - 5) Any other violation of these Terms and Conditions.
2. In the event that membership is terminated pursuant to the preceding clause, the Company shall not refund any usage 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 Facility may, under unavoidable circumstances, temporarily suspend service provision or restrict usage without prior notice due to the following reasons. In such cases, the Company shall not be liable for any damages incurred by Members.

- 1) When maintenance, inspection, or repair of equipment is conducted.
- 2) When the operation of the Facility becomes impossible due to accidents such as fire or power outages.
- 3) When the operation of the Facility is rendered impossible due to force majeure events, including natural disasters, acts of terrorism, or other unforeseeable circumstances.
- 4) When the Company deems it reasonable to suspend the Facility for any other reasons.

## Article 26 (Termination of Service Provision)

1. The Company reserves the right to terminate the provision of all or part of the services at the Facility by giving prior notice to the Member.
2. In the event that the Company terminates the provision of services at the Facility in accordance with the preceding paragraph, the Member shall not be entitled to claim any compensation for damages or make any other claims arising from such termination.
3. When terminating the provision of services at the Facility, the services shall be deemed terminated as of the last day of the month following the month in which the notice specified in the first paragraph of this Article was given.

## 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 shall not be held liable for any of the following:
  - 1) Any disputes arising between members, between a member and their accompanying guests, or between a member and any third party, including overnight guests.
  - 2) Any accidents occurring within the facility that are attributable to the fault of the member.
  - 3) Theft or loss occurring within the facility, including within rented lockers.

- 4) Leakage or misuse of any information or confidential matters owned by the member.
  - 5) Internet connectivity issues caused by malfunctions in equipment, upstream providers, or other related factors.
  - 6) The completeness, reliability, accuracy, or usefulness of any information obtained by members through the Company's services.
2. In cases where the Company is deemed liable for any reason, its liability shall be limited to damages that could ordinarily arise under such circumstances and, in the case of paid services, shall not exceed the amount paid for the service (or the equivalent of one month's fee in the case of ongoing subscription-based services).

#### 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)

1. The Member represents and warrants that neither the Member nor any accompanying users fall under any of the following categories, either at present or in the future: organized crime groups, members of organized crime groups, quasi-members of organized crime groups, companies affiliated with organized crime groups, corporate extortionists (sōkaiya), individuals or groups engaging in social movement activities under false pretenses, or other similar entities (hereinafter collectively referred to as "Organized Crime Group Members, etc."). The Member also represents and warrants that none of the following conditions apply:

- 1) Having a relationship in which Organized Crime Group Members, etc. are recognized as controlling management.
  - 2) Having a relationship in which Organized Crime Group Members, etc. are recognized as substantially involved in management.
  - 3) Utilizing Organized Crime Group Members, etc. in an improper manner to seek unfair advantage for oneself, one's company, or a third party, or to cause damage to a third party.
  - 4) Providing funds or other benefits to Organized Crime Group Members, etc., or otherwise being involved in such activities.
  - 5) Having an officer or a person substantially involved in management who has a socially reprehensible relationship with Organized Crime Group Members, etc.
2. The Member covenants that neither they nor any third party acting on their behalf shall engage in any of the following acts:
  - 1) Acts of violent demands.
  - 2) Unreasonable demands beyond legal responsibilities.
  - 3) Use of threats or violence in connection with transactions.
  - 4) Spreading rumors, using deception or force to damage the credibility of the other party, or obstructing business operations.
3. If the Member violates any of the preceding provisions, the Company may immediately revoke the Member's usage rights without prior notice, demand, or any other procedural requirements.
4. The termination of the agreement pursuant to the preceding clause shall not preclude the Company from claiming damages against the Member.
5. If the agreement is terminated based on Clause 3 of this Article, the Member shall not be entitled to claim any damages or compensation from the Company on the grounds of such termination.

#### 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.