

FIT-EASY Terms of Use

Article 1 (Purpose)

The purpose of FIT-EASY (hereinafter referred to as “the Club”) is to provide members of the Club (i.e., persons who have joined the Club through the procedure specified in Article 4 of these Terms of Use; hereinafter referred to as “you”) with a safe, secure, and enjoyable training environment as an amusement-type fitness club that is open 24 hours a day, 7 days a week, 365 days a year, and thereby help them nurture their minds and bodies and maintain and promote their health in accordance with the Club’s “FIT YOUR STYLE” philosophy.

Article 2 (Scope of Application)

The individual gyms that make up the Club shall be gyms that are operated by Fit-Easy Co., Inc. (hereinafter referred to as “Headquarters”) or franchise gyms of Fit-Easy Co., Ltd. (hereinafter referred to as “Franchise Gyms”). These Terms of Use shall apply to the use of the Club and related services between you and the Headquarters or Franchise Gym.

Article 3 (Independent Operation)

1. When using the Club, you accept that the Headquarters and Franchise Gyms are independent business entities, and that the operating entity differs depending on the gym to which you are affiliated (hereinafter referred to as the “Gym of Affiliation”).
2. You agree that the conditions of use (e.g., membership fees and other expenses; facilities, equipment, and fixtures; service menu; and rules and regulations) differ for each Gym of Affiliation.

Article 4 (Membership)

1. The Club uses a membership system.
2. In joining the Club as a member, the applicant will accept these Terms of Use, designate his/her Gym of Affiliation, and apply for membership in the prescribed manner. The application will be screened by the Club and, if it is approved, a contract for the person’s use of the Club will be formed with the Club (the operating entity of the Gym of Affiliation), at which time the person will become a member of the Club.
3. Simply submitting an application as stipulated in the preceding paragraph is not sufficient for membership, as the Club may refuse to grant membership as a result of its screening. The method, process, and details of screening will not be disclosed.
4. If the applicant is a minor, the person and his/her parent or legal guardian (legal representative) must jointly sign and submit the prescribed application form to complete the application procedure.
5. You must comply with these Terms of Use, facility rules and regulations, and any other rules and regulations established by the Club.
6. You shall be permitted to use all gyms comprising the Club in addition to your Gym of Affiliation after thirty-one (31) days have elapsed from the date of commencement of use (i.e., the thirty-second [32nd] day and thereafter).

Article 5 (Eligibility for Membership)

1. To be eligible for membership in the Club, All of the following conditions must be satisfied.
 - (1) Comply with these Terms of Use and other regulations.
 - (2) Can present verifiable personal identification when applying for membership.
 - (3) Do not have any tattoos (including body paintings that are difficult to distinguish from tattoos) and do not display any tattoos in the Club (including not only the Club's facilities but also its parking lots, bicycle parking lots, grounds, and other managed areas; hereinafter the same applies).
 - (4) Not a member of nor affiliated with any organized crime group.
 - (5) Declare that the state of health does not present a problem in using the Club's facilities, and have not been prohibited from exercising by a doctor or other health care provider.
 - (6) Do not have a contagious disease or other illness that could be transmitted to others.
 - (7) Not prohibited from joining a fitness club by a school or organization to which you belong.
 - (8) If the applicant for the membership is a minor, the person must have the consent of his/her parent or legal guardian (legal representative) to join the Club.
 - (9) Capable of communicating smoothly in a language or means that the Club is able to accommodate.
 - (10) Have not been expelled from the Club in accordance with these Terms of Use before.
 - (11) Have not violated these Terms of Use or any other rules of the Club before (excepting cases in which the Club agrees to allow membership because, for example, the state of violation was resolved).
 - (12) No other reasonable circumstances for which the Club deems the applicant to be unsuitable as a member apply.
2. You declare and warrant to the Club that you do not now, nor will in the future, fall under any of the following categories of organized crime group, etc. (hereinafter referred to as "Anti-Social Forces"):
 - (1) Organized crime group (*boryokudan*)
 - (2) Member of an organized crime group (*boryokudan-in*; including when five years have not passed since the applicant ceased to be a member of an organized crime group)
 - (3) Associate member of an organized crime group
 - (4) Officer, employee, shareholder, or person in effective control of a company affiliated with an organized crime group
 - (5) Other person equivalent or similar to those described above
3. You declare and warrant to the Club that you have not and will not provide any funds, either directly or indirectly and regardless of the nomenclature, to Anti-Social Forces.
4. You declare and warrant to the Club that you have no socially condemnable relationship, either directly or indirectly, with Anti-Social Forces.
5. You declare and warrant to the Club that you will not engage in any of the following acts, either by yourself or by using a third party

- (1) Making a demand with violence.
- (2) Making an unreasonable demand exceeding legal responsibility.
- (3) Using intimidating words or actions or violence in relation to use, etc., of the Club.
- (4) Disseminating false rumors or using deception or force to damage the Club's credibility or obstruct the Club's business.
- (5) Other actions equivalent or similar to those described above.

Article 6 (Fees and Expenses)

1. In addition to the following items, the Club shall determine expenses required for the use of the Club and other items (hereinafter referred to as "Fees and Expenses") for each Gym of Affiliation. You agree that the Fees and Expenses may vary depending on your Gym of Affiliation.

- (1) Membership fee: Fee for using the Club.
- (2) Initial fee: Fee for issuance of facial recognition system identification.
- (3) Administrative fee: Expenses required for registration procedures.

2. You must pay the Fees and Expenses in the manner prescribed by the Club by the separately specified due dates.

3. You must pay all Fees and Expenses stipulated in these Terms of Use regardless of whether or not you actually use the facilities. Fees and Expenses that have been paid to the Club shall be non-refundable, except as otherwise provided by law or these Terms of Use or when there is a reason deemed acceptable by the Club.

4. The Club reserves the right to revise the Fees and Expenses. In such a case, the Club shall notify you of the revision at least one month in advance, and the revised Fees and Expenses shall apply thereafter.

Article 7 (Security Based on Facial Recognition)

1. The Club shall register a photograph of you for authentication in order to provide security based on a facial recognition system. You agree to the taking and provision of your photograph for this purpose. The photograph for authentication must be that of you in all cases, including the cases of re-registration or change. Using a photograph of a third party is prohibited.

2. The facial recognition system is for use by members appearing in photographs for authentication. Use of the system by any third party who is not a member is prohibited.

3. In the event that you use the facial recognition system but security does not unlock due to a problem with authentication, you must notify your Gym of Affiliation of this fact. In such a case, you must follow the instructions of your Gym of Affiliation and re-register your photo for authentication as necessary.

Article 8 (Items for Compliance)

1. You must comply with these Terms of Use and follow the instructions of the Club's staff when using the Club's facilities, equipment, and fixtures.

2. When using the Club, you must comply with the dress code and other conditions of use established by the Club, including not wearing any clothing, footwear, accessories, decorations, and other items that are inappropriate for training; that may harm you, other members, or third parties; that may damage the facilities, equipment, or fixtures; or that may violate laws and regulations or be against public order and morals.

3. You must not engage in any of the following acts:

- (1) Slandering or defaming third parties, including other members (hereinafter collectively referred to as “others” in this paragraph), staff members, or the Club.
- (2) Engaging in violent acts such as hitting, pushing, or restraining others or staff members.
- (3) Engaging in intimidating or disruptive behavior such as shouting or making strange noises; blocking the passage of others or staff members; preventing others from using the facilities, equipment, and fixtures.
- (4) Engaging in dangerous behavior such as throwing, breaking, or hitting objects that may cause fear in others or staff members.
- (5) Damaging the Club’s facilities, equipment, or fixtures, or taking out equipment provided by the Club.
- (6) Engaging in acts such as lying in wait for, following, or making unwanted or improper advances to others and staff members.
- (7) Engaging in acts that disturb or inconvenience the Club’s staff, such as constraining staff members in terms of time or location beyond reasonable limits through meetings, telephone calls, or other means without justifiable reason.
- (8) Infringing on the privacy of others and staff members, making excessive or unreasonable demands, demanding apologies without reasonable grounds, demanding internal punishment, summoning people without reasonable grounds, and engaging in other acts of harassment.
- (9) Providing personal training to others or engaging in any conduct that could be construed as personal training in appearance.
- (10) Acts that violate laws and ordinances or are against public order and morals, such as molestation, peeping, exposing oneself, spitting, etc.
- (11) Bringing in blades and other dangerous items.
- (12) Allowing into the Club a person who is not a person authorized to use the Club under these Terms of Use, bringing in animals (with the exception of assistance dogs approved by the Club), or bringing in expensive money or goods.
- (13) Selling goods or conducting business, lending or borrowing money, soliciting, engaging in political activities, or collecting signatures in the Club.
- (14) Allowing a third party who is not a member to use the Club or allowing a third party to use the facial recognition system.
- (15) Entering the Club while under the influence of alcohol, using prohibited drugs, or engaging in any other act that disrupts the order in the Club or harms the honor or reputation of the Club.
- (16) Engaging in any other act that the Club deems inappropriate for a member.

Article 9 (Restriction or Prohibition of Use)

The Club may restrict or prohibit your use of the Club’s facilities if any of the following items applies:

- (1) You do not comply with these Terms of Use, including the Items for Compliance (Article 8), and other rules and regulations.
- (2) It is found that you do not satisfy the requirements for membership eligibility (Article 5),

made a false declaration at the time you joined the Club, or intentionally failed to declare an important fact related to membership eligibility at the time you joined the Club.

- (3) You are deemed unable to use the facilities normally due to poor physical condition, alcohol consumption, drug use, or other such reason.
- (4) You are deemed to cause discomfort to others due to an extremely unclean body or clothing, etc.
- (5) You allowed a person who is not a member to use the Club.
- (6) You have been negligent in paying the Fees and Expenses for two consecutive months.
- (7) You are in a period of temporary suspension of membership.
- (8) The Club otherwise deems it appropriate to prohibit you from entering the Club or orders you to leave the Club.

Article 10 (Temporary Suspension and Reinstatement of Membership)

1. You may temporarily suspend your membership in the Club by reporting the period of temporary suspension to the Club and following the prescribed procedure by the separately specified date.
2. During the period of temporary suspension, you must pay a separately specified suspended membership fee as an administrative fee for maintaining your registration. If you have paid membership fees for the period to be covered by the temporary suspension, the Club shall deduct the suspended membership fee in accordance with the prescribed method and refund the balance of the remaining by a separately specified date.
3. The period of temporary suspension shall be for a period of not less than one month and not more than six months in one-month increments (a temporary suspension of less than one month shall not be granted). You may renew your period of temporary suspension when it expires in one-month increments within the above-mentioned range by notifying the Club.
4. If you have a locker contract, you will incur locker fees during the period of temporary suspension unless you complete a separate procedure to terminate the locker contract.
5. Upon expiration of the period of temporary suspension, your membership in the Club shall be reinstated (and, accordingly, your obligation to pay the Fees and Expenses shall also be reinstated).
6. Even if your period of temporary suspension remains in effect, you may restore your membership in the Club before the period's expiration by following the prescribed procedure at your Gym of Affiliation.

Article 11 (Withdrawal from Membership)

1. You may withdraw from the Club of your own accord at the end of the current month by following the prescribed procedure by the separately specified date. However, you must pay the Fees and Expenses to the Club up to the date of withdrawal.
2. The Club may terminate its contract with you based on these Terms of Use at its discretion by giving you one month's notice.

Article 12 (Transfer of Gym of Affiliation)

1. You may use all gyms of the Club, including your Gym of Affiliation, in accordance with Article 4-6. However, if it is determined that you primarily use a specific gym that is other than your Gym of Affiliation, your membership shall be transferred to that specific gym as a matter

of course based on a notification issued to you by the Club in accordance with prescribed criteria.

2. You agree to the following when said transfer is made:

- (1) You must pay Fees and Expenses in accordance with standards set by your new Gym of Affiliation, and understand that those Fees and Expenses may be higher than those before the transfer.
- (2) Any ancillary contract for lockers and other facilities you had at your previous Gym of Affiliation will not be continued at the new Gym of Affiliation.
- (3) You will be required to complete separate cancellation procedures for any ancillary contracts for lockers and other facilities you have at your previous Gym of Affiliation.

Article 13 (Notifications)

1. You declare and warrant that the information you provided at the time you joined the Club and all other information you provided to the Club is accurate. The Club shall not be liable for any loss or damage incurred by you or any third party due to inaccuracies in such information.
2. If there is any change in the information that you provided at the time you joined the Club, you must promptly complete the change procedure.
3. Notifications from the Club to you shall be deemed effective when they are sent or transmitted to the contact address provided by you. If a notification is delayed or not received due to reasons attributable you (such as your negligence in following the procedure described in the preceding paragraph), the notification shall be deemed to have arrived when it should have arrived under normal circumstances.

Article 14 (Expulsion)

1. The Club may expel you from the Club if any of the following situations applies:
 - (1) You do not comply with these Terms of Use, including the Items for Compliance (Article 8), and other rules and regulations.
 - (2) It is found that you do not satisfy the requirements for membership eligibility (Article 5), made a false declaration at the time you joined the Club, or intentionally failed to declare an important fact related to membership eligibility at the time of joining the Club.
 - (3) You disrupted order in the Club or harmed the Club's honor or reputation.
 - (4) You damaged the Club's facilities, equipment, or fixtures.
 - (5) You have been negligent in paying the Fees and Expenses for two consecutive months.
 - (6) You filed a petition for bankruptcy or bankruptcy rehabilitation or requested a voluntary liquidation.
 - (7) You engaged in any other act that the Club deems inappropriate for a member.
2. The Club shall not be liable for compensation of any loss or damage incurred by you as a result of an expulsion executed based on preceding paragraph.

Article 15 (Inheritance and Transfer of Membership)

Membership in the Club is non-transferrable right (i.e., is limited to the individual) and may not be transferred, lent, or pledged or otherwise established as collateral to a third party, nor may membership be inherited.

Article 16 (Business Days and Business Hours)

The Club's business days, business hours, and staff reception hours shall be determined separately for each Gym of Affiliation. However, the above-stated hours are subject to change without prior notice due to a weather-related disaster or other unavoidable reason.

Article 17 (Suspension of Business and Closure of Business)

1. The Club may take measures that include suspension of business, restriction of use, closure, relocation, and discontinuation of business at all or some of the establishments comprising the Club when it determines that business operation is difficult or inappropriate due to any of the following circumstances:

- (1) When a natural disaster, epidemic (infectious or contagious disease), war, riot, civil disturbance, act of terrorism, labor strike, or other incidental event beyond the reasonable control of the Club (force majeure) occurs, or the threat of such an event exists.
- (2) When the Club inspects, repairs, or renovates its facilities.
- (3) When an enactment, amendment, or repeal of a law or regulation; court decision; disposition by an administrative agency; administrative guidance or order; or the like that affects the Club was issued.
- (4) When a significant change in socioeconomic conditions has occurred or may occur.
- (5) When other circumstances arise or are likely to arise that make it difficult or inappropriate for the Club to operate.

2. In the event that the Club plans to temporarily suspend or close business as described in the preceding paragraph, the Club shall give you prior notification to that effect so far as circumstances permit.

Article 18 (Liability in Case of Accident)

1. The Club shall not be liable for any loss, theft, injury, or other accident occurring within the Club (including not only the Club's facilities but also its parking lots, bicycle parking lots, grounds, and other managed areas as stipulated in Article 5-1), unless there are reasons for the accident, etc., that are attributable to the Club.

2. You will bear responsibility for any damage caused to the Club, other members, or third parties arising from reasons attributable to you.

3. In the case prescribed in the preceding paragraph, you must contact the Club without delay and take necessary measures, such as compensation for damages and restoration to the original state, in accordance with the Club's instructions.

Article 19 (Method of Notification)

Notifications pertaining to these Terms of Use and the Club shall be posted on the Club's website or at designated locations in Gyms of Affiliation.

Article 20 (Revision of these Terms of Use, etc.)

1. The Club may revise these Terms of Use in either of the following cases. In such cases, the Club shall notify you of its intention to revise the Terms of Use, the details of the revision, and the effective date of the revision.

- (1) When the revision to the Terms of Use is in the general interest of its members.
- (2) When the revision to the Terms of Use is not contrary to the purpose of the Club's contracts with its members and is reasonable in light of the necessity of the revision, the appropriateness of the content of the revision, and other circumstances related to the revision.

2. The Club may revise these Terms of Use in cases that are in addition to those prescribed in the preceding paragraph. In such cases, the Club shall notify you of its intention to revise the Terms of Use, the details of the revision, and the effective date of the revision in advance. If you use services based on these Terms of Use after said notification has been given without making any special requests to the Club, you shall be deemed to have accepted the revised Terms of Use.

Article 21 (Applicable Law and Court of Jurisdiction)

1. These Terms of Use and other rules and regulations of the Club, as well as any contracts and agreements based thereon, shall be governed by the laws of Japan.
2. In the event that a lawsuit between you and the Headquarters or a Franchise Gym becomes necessary, the district court with jurisdiction over the defendant's address shall be the court of exclusive jurisdiction in the first instance.

Supplementary Provisions

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