

REAL FIT AZBL24 Terms & Conditions of Membership

Article 1 (Scope of Application)

This Terms and Conditions shall be applicable to the 24-hour training gym operated as AZBL24 (hereinafter "the Gym") and business operations derived from it.

Article 2 (Independent Operation)

AZBL24 is all independently owned and self-managed training gym, and the Gym is a training gym independently managed by L-seeds Inc. (hereinafter "the Company"). Members of the Gym shall use the Gym with an understanding that the Gym is managed by the Company.

Article 3 (Membership System)

The Gym shall employ a membership system.

Those who obtain a membership to the Gym shall accept this Terms and Conditions and submit forms designated by the Company such as the membership application form and the statement of pledge.

Article 4 (Membership Eligibility)

Any person who falls under any of the following items shall not be eligible to become a member of the Gym.

Those who cannot comply with this Terms and Conditions or regulations of the Gym.

Those who cannot agree with and cooperate with the concept of the Gym, Members' Commitmentation (details of Commitmentation shall be described on a separate sheet).

Those whose identifications designated by the Company cannot be presented to and verified by the person who processes this Application

Those who have tattoos, those who the Company deemed to be members of an organized crime group or other antisocial forces, or those who have restrictions on physical activities imposed by medical doctors, etc.

Those with infectious diseases or other illnesses with a possibility of infecting or contracting others

Those under the age of third year in junior high school, or those who have been deemed unqualified as a member by the Company

(Special Clause)

Members' Commitmentation sets goals for the purpose of the usage of the Gym more digitally, and all members must establish them at the time of obtaining a membership to the Gym.

Article 5 (Membership Card)

A member shall obtain membership and shall be granted rights to use the facilities of the Gym upon executing a membership agreement with the Company.

The Gym shall issue a membership card to the member.

When the member enters the facilities of the Gym, the member may enter and exit by swiping the membership card to a device placed next to the entrance door, and members may not enter the facilities without their membership cards.

A member's membership card may be used by the said member only. (Members shall not lend their membership cards to a third party. Please note that lending of membership cards may be subject to expulsion.)

If a member's membership card is lost or stolen, the member shall notify the said fact to the Company without delay. The member may request a reissuing of the membership card upon paying the reissuing fee.

Article 6 (Compliance to the Rules and Regulations)

Members shall comply with all rules and regulations set forth by the Company, as well as this Terms and Conditions and terms and conditions within the facilities.

In using the facilities and devices, members shall follow rules described on them and customarily set rules. As well, members shall comply with directions given by the Gym.

Members shall not conduct any for-profit activities or business activities while using the facilities.

Members shall comply with the grooming standards set by the Gym while using the facilities. In general, use of the facilities while wearing clothes not suitable to physical activities (jeans, suits, etc.) or in bare feet, sandals, or rubber sandals, etc. are prohibited.

Members shall be prohibited from screaming or raising strange voices, slandering or defamation, or other acts of violence or nuisance to other members and staff members. Bringing illegal substances, dangerous drugs, paint thinners, etc. into the facilities are prohibited.

Regarding use of machines and devices at the facilities, please ensure the correct usage and be considerate of those who will use them afterwards.

As well, please handle heavy objects such as free weights with enough care, and try not to make loud noises as much as possible.

As well, please refrain from shouting too much or raising strange voices during training at the facilities.

The Gym is a 24-hour gym, and shall be unmanned during nighttime and late evenings, so please refrain from any suspicious acts at all.

Article 7 (Prohibition of Entry and Forced Exit)

Those who shall not comply with this Terms and Conditions or regulations of the Gym, in particular Article 6.

Those who have tattoos and those who have imitation tattoos such as paintings that are difficult to distinguish from tattoos.

Those who the Company deemed to be members of an organized crime group or other antisocial forces, and those who have restrictions on physical activities imposed by medical doctors, etc.

Those with infectious diseases or other illnesses with a possibility of infecting or contracting others, and those who act as a nuisance to others by screaming, raising strange voices, or inappropriate behaviors. Those who are deemed incapable of normal usage of the facilities due to alcohol drinking, etc. Others who have been deemed unqualified as a member by the Company

Article 8 (Pause and Resuming of Membership)

Upon a request from a member, if the Company acknowledges the said member cannot use the Gym for at least one month due to an illness or other unavoidable reasons, the said member may pause their membership by the month by completing an application in writing in advance on a designated form.

Those pausing one's membership shall pay Pausing Fee (20% of regular fee).

(Fulltime Members - Individual: 1,520 yen / Group: 1,320 yen) (Night/Day Members - Individual: 920 yen / Group: 820 yen)

Those pausing one's membership shall automatically be deemed to have resumed their membership to the Gym by the month, after the date on the pausing application has passed. In the aforementioned case, members shall pay normal membership fees beginning the month of resuming membership.

As well, in case the member uses the facilities before the date on the pausing application, normal membership fees shall be payable beginning the month the Gym was used.

Article 9 (Withdrawal from Membership)

In case a member withdraws from the Gym due to one's own reasons, the said member shall complete application in writing on a form designated by the Company, by a date determined separately by the Company. (Membership cannot be withdrawn from via phone.)

In case membership fees or other usage fees (hereinafter "the Fees, etc.") are unpaid, all payments must be made by the filing of withdrawal application on Clause 1.

The Fees, etc., even if withdrawal occurs in the middle of a month, shall be payable in full.

If a member has the Fees, etc. in arrears for at least three months due to one's own reasons, the said member shall be deemed to have withdrawn. However, the full amount of the Fees, etc. in arrears shall be payable in cash or a method designated by the Company.

In case a member lose its membership, the said member shall return the membership card to the Company immediately

Article 10 (Miscellaneous Processes)

In case of any changes in the information a member described on the application form, the said member shall file for an amendment without delay. When the Company gives the member some kind of an invitation or notification, it shall be given to the address or an email address provided by the said member, and the Company shall not be responsible for nondelivery, etc. due to unfiled amendments.

Article 11 (Suspension of Membership and Expulsion)

The Company may, if a member falls under any of the following items, suspend the said member's membership for a period of time or expel the said member from the Gym.

In case of violation of Article 6, Clause 1

In case of disturbing the order of the Gym, significantly degrading the reputation or dignity of the Gym, or violation of the Terms and Conditions or other regulations determined by the Company, by acts of nuisance to members or employees of the Gym or acts against the purpose of the Gym such as religious activities and business activities

In case of delinquency with regards to membership fees or other debts, and does not respond to notices from the Company

In case of fraudulent application to the Company at the time of obtaining membership, or being deemed to have willfully withheld the notification of being in violation of Article 4

In case of willfully or accidentally damaging the facilities or devices of the Gym, or other cases where the Company deems disqualifying behavior as a member has been made

For members whose membership have been suspended or who have been expelled from the Gym subject to Clause 1, with regards to the membership fees during the period of suspension of membership or the period after expulsion, the Company shall not refund prepaid or other membership fees and other usage fees, etc. that have already been paid.

(Special Clause)

With regards to damaging the properties, in case a third-party institution determines willfulness or inattention, the member shall be responsible for the damages and the cost of remedy.

Members who have been suspended or expelled from the Gym subject to the prior article shall not be able to use the facilities of the Gym. Nevertheless, membership fees shall still be payable during the period of suspension of membership.

Article 12 (Loss of Membership)

A member shall lose their membership in the following circumstances.

Withdrawal: Death or disbandment of corporate entity

Expulsion: Upon closure of the Gym due to significant reasons regarding the Company's operations

Article 13 (Prohibition of Transferring Membership, etc.)

A membership to the Gym is applicable to the said member only and shall not be transferred, sold, deeded, set as a collateral or used to form a part of guarantee, or inherited or succeeded as a whole by other means.

Article 14 (Membership Fees, Processing Fees, and Usage Fees)

Clerical processing fees shall be in an amount determined separately by the Company, and the said fees shall be paid at the time of obtaining membership. The clerical processing fees shall not be refundable for any reason.

Membership fees shall be in an amount determined separately by the Company, and shall be paid in a manner determined by the Company, and paid membership fees shall not be refundable for any reason.

Members shall be obligated to pay all of the fees stipulated in this Terms and Conditions regardless of the actual usage of the facilities or the number of usage, and shall be obligated to pay membership fees and/or usage fees, etc. until the month of withdrawal.

Article 15 (Revising Membership Fees, Processing Fees, and Usage Fees)

The Company may revise membership fees, processing fees or usage fees it determines separately.

In case of an aforementioned revision, the Company shall notify the members at the storefront at least one month prior to the revision.

Article 16 (Opening Days and Opening Hours)

The opening days and opening hours of the Gym shall be determined separately.

Article 17 (Restrictions on Usage of the Facilities)

The Company may, for management of the Gym or in other cases where the Company deemed necessary, restrict usage of the facilities in whole or in part. In the aforementioned case, the Company shall notify the members at least one week prior to the restriction. Provided, however, the notice may not be given in case of emergency for reasons such as natural disasters. As well, the said restrictions shall not reduce members' obligations to pay membership fees, etc. or suspend the said obligations.

Article 18 (Visitor Use)

The Gym may grant usage to someone accompanied by or introduced by a member, or someone not a member but has accepted the Terms and Conditions upon verifying identifications (hereinafter "the Visitor"). Fees for the Visitors shall be determined separately. The member shall be jointly responsible for all of the accompanying Visitor's acts within the facilities and payments, etc. The Visitor may use the same facilities as the member.

Article 19 (Temporary Closures)

The Company may temporarily close the facilities of the Gym in whole or in part due to following reasons.

When the Company determines disasters due to natural disasters or catastrophe, etc. shall cause harm to members and deems business operations difficult.

In case of inspections, repair or improvement of the facilities

In case of establishment or change in laws and regulations, a directive by the government, a significant change in socioeconomic situations, or other unavoidable events for the Company

Other cases in which the Company deems temporary closures necessary

Article 20 (Permanent Closures and Change of Facilities)

The Company may close or change the facilities of the Gym in whole or in part due to following reasons.

When the Company determines disasters due to natural disasters or catastrophe, etc. shall cause harm to members and deems business operations impossible.

In case of establishment or change in laws and regulations, a directive by the government, a significant change in socioeconomic situations, or other unavoidable event for management of the Company

Article 21 (Responsibility for Damages)

The Company shall not bear any responsibilities for any loss, theft, injuries or other accidents that occur within the Gym. In case a member causes damages to the facilities of the Gym or a third party due to grounds attributable to the said member, the said member shall compensate for the damages without delay.

A member shall be jointly responsible for compensation on damages along with the accompanying individual, for the aforementioned damages caused by an accompanying individual due to grounds attributable to the said individual.

Article 22 (Disbandment)

The Company may, for reasons that cannot be avoided, disband the Gym by providing a three months' prior notice.

If the reason for disbandment is due to natural disasters, catastrophe, orders by the government, or other force majeure event, the aforementioned

period of notice may be shortened.

In case of disbandment of the Gym, The Company shall not provide special compensation to the members.

Article 23 (Prior Notification)

Notices or prior notices related to this Terms and Conditions and matters concerning the Gym shall be given by posting on a location determined by the Gym.

Article 24 (Act on the Protection of Personal Information)

Personal information obtained at the time of application shall not be used for purposes other than the operations of this business.

Article 25 (Revisions to the Terms and Conditions and Other Regulations)

The Company may revise this Terms and Conditions, supplements, usage regulations, and other matters related to the operation and management of the Gym. As well, the effects of the revisions shall be applicable to all members.

Article 26 (Applicable Law)

The governing law regarding this Terms and Conditions shall be laws of Japan.

Article 27 (Schedules)

Article 28 (Addition of Membership Categories) The membership category of Night/Day Membership (0:00am - 5:00pm) shall be added

Article 29 (Night/Day Member) A Night/Day Member shall not use beyond 5:00pm, and usage beyond 5:00pm shall incur a late fee of 1,080 yen.

<<Notification of Age Restrictions>>

The use of AZBL24, in principle, is limited to healthy adults of age 20 to 69.

Regarding those under the age of 20, those who are at least the age of third grade in junior high school may use AZBL24 upon consent from a legal guardian. In the aforementioned case, the Gym may not be used during the time between 8:00pm and 4:30am.

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