

# Our Studio's Terms of Use

## Article 1 (Purpose)

The purpose of our studio is to maintain and promote the member's health and to refresh the member's mind and body through GYROTONIC and other training programs.

The lessons provided by our studio are not a medical treatment and do not necessarily promise to improve the member's physical condition.

## Article 2 (Membership System)

1. Our studio has a membership system. Upon understanding the studio's system and confirming and agreeing to these Terms of Use, the applicant shall apply for membership to our Studio in accordance with the procedures prescribed by our studio, and upon our studio's acceptance of the application for membership, the applicant shall enter into a contract (this "Agreement") with our studio under the terms and conditions set forth in these Terms of Use. However, this shall not apply to the case where our studio deems that the applicant is not suitable for membership. The reason for refusal of membership will not be disclosed under any circumstances.

2. Members of our studio must conform to all of the following conditions

- (1) Members must agree with the purpose of our studio and abide by our studio's Terms of Use and other rules.
- (2) Those who are in good health and have not been prohibited from exercising by a physician. If you have a chronic disease or are pregnant, please obtain a doctor's approval before making a reservation. Please report your health condition in your medical record and also verbally to your trainer.
- (3) Those who do not have any contraindicated symptoms.
- (4) You must not be under the influence of alcohol.
- (5) Do not bring knives or dangerous items (explosives) into the facility.

## Article 3 (Modification of Terms of Use)

1. Our studio may modify these Terms of Use without the consent of each member.
2. If our studio modifies these Terms of Use, our studio shall clearly state the details of the modifications and the effective date of the modifications, and shall publicize the modifications on our studio's website at least one (1) month prior to the effective date of the modification.
3. If a member does not agree to the modifications of these Terms of Use, the member may cancel these Terms of Use by the effective date of the modifications in accordance with our studio's prescribed procedure.

## Article 4 (Physical Condition)

If you feel unwell during a studio lesson, please notify the staff immediately. Please take the lessons in a way that is comfortable for you checking your physical condition.

#### **Article 5 (Refund of Lesson Fee)**

In principle, lesson fees are non-refundable for any reason.

#### **Article 6 (Reservation System)**

Reservations are required. For the lesson of our studio.

#### **Article 7 (Visiting Hours)**

GYROTONIC lessons are 70 minutes long, and the members change every 90 minutes. Therefore, you may enter our studio 10 minutes prior to the start of your lesson.

#### **Article 8 (Cancellation)**

Cancellations made less than 24 hours prior to the reserved time will incur a 100% cancellation fee of the full amount. This excludes those who have contracted an infectious disease.

Cancellations cannot be made through KaruteKun (reservation system), so please contact us through our official LINE account.

#### **Article 9 (Disclaimer)**

1. Any question arising from the interpretation of these Terms of Use or any other matter not stipulated in these Terms of Use shall be settled by mutual consultation between the parties in good faith. Our studio shall not be liable for any injury, illness, death or sequelae that occurs during lessons, except in cases of willful misconduct or gross negligence on the part of our Studio.
2. We are not responsible for any accidents or lost items in our studio. Please take care of your valuables by yourself.

#### **Article 10 (Closure or Cancellation of Lessons)**

Our studio reserves the right to close or temporarily cancel lessons in the following cases

- (1) When laws are enacted, amended, or abolished, or when our studio receives administrative guidance.
- (2) When there is a possibility that the safety of tutors and users may not be ensured due to natural disasters, earthquakes, or other circumstances.
- (3) When there is a significant change in social conditions
- (4) When there are inspections, improvements, and necessary facility renovations in accordance with laws and regulations.
- (5) When a trainer has an infectious disease or is suspected of having an infectious disease

(6) When our studio deems it necessary or for other unavoidable reasons.

Neither our studio nor the user shall be held responsible when the facility is closed or lessons are cancelled in accordance with the preceding paragraphs, and neither party shall be liable for compensation or cancellation fees.

### **Article 11 (Expulsion)**

Our studio may expel a member if any of the following occurs

- (1) When a member makes a false declaration in his/her medical record or in the documents submitted at the time of application.
- (2) When a member violates these Terms of Use or our studio's any other rules.
- (3) When a member damages the reputation or credibility of our studio, or is uncooperative with other members or trainers, or disrupts the orderly operation of our studio.
- (4) When a member intentionally damages the facilities of our studio.
- (5) When there is any other behavior of a member that is deemed to be detrimental to the dignity of the other member
- (6) When a member is found to be engaged in sales, advertising, solicitation, or sales activities in our studio.
- (7) When a member makes unreasonable demands or makes our studio trainer extremely uncomfortable when using our studio. When a member makes unreasonable demands at our studio and thus causes significant embarrassment to the trainers of our studio.

### **Article 12 (Prohibited Acts)**

Members shall not engage in any of the following acts

- (1) Unauthorized shooting or recording
- (2) Commercial or noncommercial sales or solicitation activities
- (3) Acts contrary to public manners and morals
- (4) Bringing in pets or animals
- (5) Smoking
- (6) Interfering with others' use of our studio

### **Article 13 (Governing Law and Jurisdiction)**

1. Formation, validity, interpretation and performance of this Agreement shall be governed by the laws of Japan.
2. In the event of any judicial dispute arising out of or in connection with these Terms of Use or this Agreement, the court having jurisdiction over the location of our studio shall be the court of exclusive jurisdiction of the first instance.