ONI GYM 24 VISITER AGREEMENT

Article.1 Purpose

ONI GYM (hereinafter referred to as “this gym”), in order to promote the health maintenance of members, this gym provides facilities and services to facility users, Individuals and corporations who have agreed to the membership terms of this gym.

Article.2 Membership Type

1. The membership types of this gym: monthly members, partner gym monthly members, trainer introduction monthly members, visitor members, and 1 week visitor members.
2. Visitor members can use this gym while staffs being on duty.

Article.3 Admission Requirements

1. The eligibility to join this gym must meet all of the following items.

(1) Please report your health condition to this gym and make sure that you are in a healthy state to use of the gym facilities.

(2) Agree to these terms and conditions.

(3) You are not belonging to a gang or an anti-social group.

(4) For those who have previously canceled a contract based on the Membership Agreement from this gym, re-enrollment may be permitted based on the result of consideration by this gym.

2. Members shall not perform any of the following actions to this gym by themselves or a third party.

(1) Violent demanding acts

(2) Unfair demand acts beyond the legal responsibility

(3) An act of threatening behavior or using violence in a transaction.

(4) Acts like misinformation, spreading gossip, tricking and using authority to harm the reputation of this gym, or interferes with the work of this gym.

Article.4 Admission Procedure

1. When you use this gym as a visitor member, please apply for membership through online system after agreeing to the terms of visitor membership. A contract with this gym will be established and it’s complete to be a visitor member of this gym by lending an electronic front door key from this gym. In order to join, you must submit a driver's license or other ID card.

2. Even if you have applied for visitor membership with a procedure above, the membership may not be accepted as a result of the examination conducted by this gym. The examination method, examination process, and contents of the examination will not be disclosed.

3. Visitor members shall respond promptly when they are asked to show identification information, such as identification card, at the time of admission or entering this gym. If the member does not respond to the request, this gym may prohibit the use of the gym‘s facilities. Even in this case, the member should pay the expenses specified in Article 7

(1).

4. If you are a minor, unless specifically permitted by this gym, you should apply by online procedure after obtaining the consent of the parent or guardian. In this case, the parent or guardian shall bear the responsibility as a member in accordance with this membership agreement regardless of whether he / she is a member or not.

5. The provisions of the preceding paragraph shall be applicable to adult ward, person under curatorship, and person under assistance.

Article.5 Procedure for Change of Notification Contents

1. Visitor members must ensure that the information mentioned on the membership application form and other information submitted to this gym is accurate.

2. This gym will not be liable for any damages to members or third parties caused by inaccurate information.

3. Visitor member shall promptly execute the change procedure if there is a change in the completed application form or other contents reported to this gym.

4. If this gym notifies the visitor member for this matter, it will be notified by sending a notification to the e-mail address submitted by the member. If the notification from this gym is delayed or could not be delivered to the member due to the member's responsibility, such as mentioned in the previous paragraph, this gym assume that the notification has reached the member.

Article.6 Protection of Personal Information

This gym will manage the personal information held by this gym in accordance with the privacy policy separately established by this gym.

Article.7 Payment

1. Membership fees for each member type are set separately.
2. Members shall pay each service fee depending on the membership type applied for with the method designated by this gym by the due date for payment of charges specified separately.
3. Once paid membership fee will not be refunded for any reasons.
4. If the payment of membership fee is delayed or unable to be deducted, the member cannot use the facilities of this gym until the membership fee is paid.

Article.8 Inheritance and Transfer of Membership Status

The membership status of this gym is personal, cannot be transferred to another person, and cannot be inherited.

Article.9 Compliance with Rules

1. When using the gym facilities, members must comply with the membership rules and other rules set forth by this gym and follow the instructions of the gym facility staff (hereinafter referred to as “staff”).

2. This gym will not be liable for any damages regarding theft or loss.
3. For any loss of members' personal belongings while they are using this gym, after 14 days have passed, all rights are waived and no objection to disposal by this gym. However, if there is a risk of sanitary problems such as corruption, or safety problems, the belongings can be immediately disposed of.
4. In the gym facility, cameras are installed to capture the entrance / exit, reception area, and gym facilities for the purpose of maintaining a safe and appropriate environment for members to use. This gym assumes the members accept this.

Article.10 Prohibited Matters

Members are prohibited from doing the following acts in or near the gym facility.

1. To abuse or slander other members, staff or this gym.
2. Violent acts such as hitting members or staffs, pushing the bodies, and putting restraints on.
3. Intimidating acts such as making loud or strange voices, or blocking the way other people or staffs go.
4. Dangerous actions that other people and staff feel fear, such as throwing, breaking, and hitting objects.
5. Acts like damaging the facilities, machines and equipment of this gym, rough handling of equipment, and taking out equipment.
6. Acts such as ambushing, following behind, or talking to other members or staffs for no reason.
7. The use beyond the time and quantity restricted by this gym. (Equipment, lockers, showers, towels, etc.)
8. Acts that violate laws, public policies and morals, such as molesting, peeping, exposing, and spitting.
9. Bringing dangerous articles such as knives into this gym.
10. Using of the gym facilities when staff determines that the member is drunk.

11. Bringing an amount of money and expensive articles into this gym.
12. The act of monopolizing the gym facilities and equipment more than necessary.
13. Acts that filming and recording in the facility without the permission of this gym and other members.
14. Inviting non-members to use this gym through the certification.
15. Hang out, take a nap, or sleep in this gym.
16. Smoke in this gym.
17. Enter the residential area of the apartment where this gym is located.
18. Training with reckless weight or method.
19. Illegal acts other than the above individual notation.
20. Any other acts that this gym considers as inappropriate.

Article.11 Exemption from Compensation for Damages

1. This gym will not be liable for any damages occurred by the members themselves while using the gym facilities, unless this gym has a deliberate or serious negligence.
2. This gym will not be involved and liable with any disputes or troubles between members.
3. Members shall use the machines and facilities of this gym by following the normal usage, and they should consider their own health and ability while using. In case that an accident occurs while using the equipment, this gym will not be held responsible and it will be the responsibility of the member.

Article.12 Members' Liability for Damages

If a member causes damage to this gym or other members or other third parties due to the reasons attributable to the member while using the facilities of this gym, the member shall be liable for the damage.

1. Members shall use the facilities of this gym at their own risk, and this gym will not be responsible for any damages incurred by members due to the reasons listed in the followings.
2. In the event of prohibited acts specified in Article.10, intentionally damaging the facilities, bringing the towels and other equipment outside of this gym.
3. When the facilities are used by a method other than the designation or guidance of this gym.
4. Troubles like arguments and fights between facility users.

Article.13 Cancel of Use

Visitor members shall tell staff promptly when to cancel of using this gym.
This gym shall not refund in any reasons.

Article.14 Restriction and Prohibition of Facility Use

1. If the member falls under any of the followings, the gym can restrict or prohibit the use of the gym facilities for that member, or cancel the contract immediately. However, even if this gym restricts or prohibits the use of the gym facilities, the member should pay the expenses specified in Article.7, Paragraph 1.

(1) When it is found that the admission qualification specified in Article.3 is not fulfilled.

(2) When violating membership agreements and other rules and regulations of this gym. (3) When the term of payment or method cannot be used due to the member's responsibility after setting the payment method.

(4) When the membership fee has not been paid for more than two months in a row.
(5) When there is a petition for bankruptcy, civil rehabilitation, or voluntary liquidation.
(6) When it is found that the member has a disease that causes symptoms such as muscle spasms or loss of consciousness.

(7) When it is found that there is a disease of that member which may cause a mass infection.

(8) When it is found that exercising, bathing, etc. are prohibited by doctors.

(9) When it turns out that the member is pregnant.

(10) When it is found that the member has violated the law.

(11) Any other facts that this gym considers inappropriate.

2. Based on the regulations of Osaka Prefecture, members who are under the age of 18 will be restricted from entering and using the facilities during the following times.

Membership fees will not be refunded or reduced due to such restrictions.

(1) Members under the age of 16: 8pm to 4am

(2) Members aged between 16 and 18: 11pm to 4am

3. In accordance with Article.14 (1), even if the member has suffered damages due to the termination of the contract based on the Membership Agreement, this gym shall not be liable for the damages.

Article.15 Suspension of Business and Closure of the Facility

1. This gym can be temporary close.

2. If this gym determines that it is difficult or should not be open due to any of the followings, all or part of the gym's facilities may be temporarily closed.

(1) When there is or may be a natural disaster, weather disaster, earthquake or other inevitable situations.

(2) When remodeling, enlargement, repair, maintenance or inspection of the facility is required.

(3) When an event is held in the facility.

(4) When there is a sentence of judgment, amendment and abolition of laws and regulations, an administrative measure by the administrative agency (Including Adverse Dispositions), or administrative guidance or order.

(5) When there is or may be a significant change in social conditions.

(6) In any other situations, like when this gym is in a difficult situation to run the business or there is or may be a situation that this gym should not be opened.

3. In the case of the preceding two paragraphs, the expenses, which the member is obligated to pay, will not be reduced or exempted without the permission from this gym and the situations specified by laws and regulations.

4. If there is a suspension of business or closure of the facility is scheduled, members will be notified one-month in advance.

Article.16 Regarding Changes and Abolition of Expenses, Range of Use, Conditions, and Operating Methods

Based on the Membership Agreement, about the range of use, conditions, and the operating method, when this gym determines that it is necessary to change or abolish them, in general rule, by notifying the contents to members one-month in advance, this gym is able to conduct it.

Article.17 Revision of the Agreement

In general rule, this gym can amend this membership agreement by notifying members one-month in advance. The revised membership agreement is valid for all members, and the members are assumed to accept the Membership Agreement one-month in advance.

Article.18 Notification

The notification for those members who agreed in this Membership Agreement, thus shall be posted on website of this gym. This gym assumed that the members have been notified at the time of posting to our website.

Article.19 Supplementary Provisions for Corporate Members Based on Corporate Membership Agreements

Based on the corporate membership agreement between the corporation to which they belong and this gym (hereinafter referred to as the “corporate contract”), besides the above items, the following items apply to corporate members.

1. Regarding Article.3 Admission Requirements, to the items of Paragraph 1 of the Article, the corporate contract is required, which between the corporation and the corporate member is belongs to and this gym.
2. In addition to Article.16 Regarding Changes and Abolition of Expenses, Range of Use, Conditions, and Operating Methods, when expenses have been changed due to a change in a corporate contract, the changes shall be subjected to.

Supplementary Provisions

If there is any conflict or discrepancy in meaning between the English version and the Japanese version of this Visitor Membership Agreement, the Japanese-language version shall prevail.

This Visitor Membership Agreement has been effective since March 13, 2021. This Visitor Membership agreement is revised at 22,12, 2021 and works since the same date.