

Terms of Service

"Mamori Terms of Use" (hereinafter referred to as "these Terms") stipulate the rights and obligations between Sloth Co., Ltd. (hereinafter referred to as "the Company") and the users who have registered as members (hereinafter referred to as "Members") with respect to the use of the coworking space "Kyoto Mamori" and its associated facilities and equipment (collectively referred to as "the Facility") operated and managed by the Company.

Article 1 (Application of the Terms)

1. These Terms apply to all Members using the services provided at the Facility (hereinafter referred to as "the Services").
2. In addition to these Terms, the Company may establish other regulations such as usage contracts, usage guidelines, precautions, and pricing plans (collectively referred to as "Various Regulations") by presenting them in writing or posting them on the Facility's website owned by the Company (hereinafter referred to as "the Website"). The Various Regulations constitute part of these Terms, and in case of any discrepancy, the contents of the Various Regulations shall prevail.
3. By completing the registration procedure designated by the Company, the Members are considered to have agreed to these Terms.
4. The Company may change these Terms and the Various Regulations.
5. If the Company changes these Terms, Members will be notified by posting the changes on the Website. If a Member uses the Facility after the changes to these Terms, they are considered to have accepted the updated Terms.

Article 2 (Membership Registration)

1. If someone wishing to register as a Member (hereinafter referred to as "the Registrant") wants to use the Facility, they must complete the Company's designated registration process. The contract for the use of the Facility (hereinafter referred to as "the Use Contract") based on these Terms is considered established between the Registrant and the Company upon completion of the registration process. However, when the Registrant performs the registration process for a plan that includes address use or registration use, the Use Contract is established upon notification of approval from the Company. The Company will not disclose any information about the examination methods, criteria, or other matters related to the examination.

2. Upon the conclusion of the contract, the Registrant acquires the status of a Member.
3. The Company may refuse membership registration if the Registrant falls under any of the following:
 - (1) If they do not agree to these Terms.
 - (2) If they do not agree to the identity verification conducted by the Company.
 - (3) If they have been previously removed from the membership registration by the Company.
 - (4) If the Company judges that there is a risk of them behaving against laws, public order, and morals in relation to the use of the Facility.
 - (5) In other cases where the Company deems it inappropriate.

Article 3 (Change of Registration Information)

If there is any change in the information provided to the Company during the registration process, the Member shall notify the Company of the updated information in a manner separately designated by the Company. The Company will not be responsible for any damages suffered by the Member as a result of failing to report changes.

Article 4 (Renewal and Withdrawal)

1. Membership status is automatically renewed every month with the same usage plan unless the Member goes through the cancellation process, and this shall continue likewise.
2. Withdrawal procedures shall be carried out by the Member themselves in a manner separately designated by the Company by the 10th of each month, and the Use Contract between the Company and the Member will be terminated upon completion of the withdrawal process. There will be no refunds of any kind from the Company upon withdrawal.

Article 5 (Fees and Payment Method)

1. The usage plan and fees for the Facility shall be as posted on the Website.
2. Members shall pay the fees according to the usage plan by credit card payment.

Article 6 (Entry and Exit Key)

1. Members shall use the entry and exit key in the manner posted on the Website.

2. When using the Facility, Members must carry the smartphone registered as the security key for entry and exit.
3. Members shall manage their own entry and exit keys properly and shall not duplicate, transfer, or lend them to a third party. However, if a key is lost or stolen and the Company determines that the Member was not intentionally or grossly negligent, the Member and the Company will sincerely discuss compensation for damages caused to the Company, other Members, or a third party due to the loss or theft of the key.

Article 7 (Use of Facilities)

1. The facilities under consideration may only be used by members who have completed registration.
2. Members may use the facilities in accordance with the business hours and holidays indicated on our website.
3. Members may bring in companions, but our company may require identification verification for these individuals. Please note that the area available for companions to use within the facilities is limited to the reception room.
4. Members must adhere to these terms and use the facilities with the diligence of a prudent manager.
5. In the event of media coverage or similar events at the facilities, members are expected to cooperate within reasonable limits. However, the company will respect members' portrait rights, property rights, and personal information.
6. Members must use the facilities as they are, and shall not install fixtures or conduct construction work.
7. Members must agree in advance that the use of the facilities does not confer any rights under the Land and House Lease Law or rights of lease under the Civil Law, nor does it grant exclusive possession of the facilities.
8. Members are prohibited from engaging in the following activities:
 - (1) Acts that cause annoyance or discomfort to our company or other users
 - (2) Drinking alcohol or using prohibited drugs
 - (3) Entering the facilities in a state of intoxication or poor health
 - (4) Damaging, stealing, or removing any furniture, plants, equipment, or other fixtures inside or outside the facilities

- (5) Unauthorized filming, broadcasting, noise-making activities such as performances, proselytizing, political activities, solicitation, sales or business activities, voyeurism, eavesdropping, smoking, and actions involving fire or alcohol in the facilities
 - (6) Bringing in equipment without permission or using such equipment to engage in manufacturing activities
 - (7) Any act contrary to laws or public order and morals
 - (8) Transferring, lending, buying or selling, changing the name of, pledging, or otherwise securing rights as a member to a third party
 - (9) Using the address or registering a corporation without applying for address usage or corporate registration service
 - (10) Any other acts that our company deems would make it difficult to continue providing our services, even if they do not fall under any of the preceding items
- If the actions described in the preceding paragraph cause damage to our company or a third party, the member shall compensate for the damage.

Article 8 (Handling of Violations)

If a member is found to have violated these terms, or if our company deems it necessary, we may take the following actions against the member:

- (1) Demand that the member stop any actions violating these terms
- (2) Compel the member to leave the facilities
- (3) Refuse to accept any further use by the member
- (4) Deregister the member

Article 9 (Immediate Termination)

- 1. If a member is found to have violated any of the actions listed in Article 7, paragraph 8, or if the member is found to have violated these terms in any other way, our company may immediately terminate the usage agreement without any notice. Please note that immediate termination does not prevent us from claiming damages from the member.
- 2. Our company will not refund any fees, regardless of their type, in the event of immediate termination. Also, we are not responsible for any damages incurred by the member as a result of immediate termination.

Article 10 (Damages)

- 1. If a member intentionally or negligently damages or destroys any furniture, equipment, facilities, plants, etc., of the subject facility, the member shall bear the cost of repair or replacement, and our company will make a claim for damages.

2. Members agree in advance that if significant soiling is found after the member's use of the facility, our company may charge for cleaning costs, etc.
3. If a member violates these terms or causes damage to other members, our company, or a third party in connection with the use of this service, the member shall compensate for the damage.

Article 11 (Suspension of Service)

1. Our company may, without prior notice to the member, temporarily suspend, stop the provision of this service, or take other measures deemed necessary by our company (hereinafter referred to as "suspension, etc.") in any of the following cases:
 - (1) When our company finds it difficult to provide this service due to management reasons, social conditions, natural disasters, network failures, or other force majeure.
 - (2) When it becomes necessary to urgently maintain, inspect, or repair the equipment and other devices necessary for the provision of this service.
 - (3) In order to regularly maintain, inspect, or repair the equipment and other devices necessary for the provision of this service.
 - (4) When our company determines that it is necessary to temporarily suspend or stop the service for operational or technical reasons not listed above, or when it determines that the provision of the service is difficult.
2. If our company suspends the provision of this service as per the preceding paragraph, we will not be responsible for any damages incurred by the member due to impediments to the use or registration of their address, costs incurred for measures taken in response to the suspension, or any other damages caused by the suspension.

Article 12 (Copyright, etc.)

All copyrights, trademark rights, patent rights, design rights, and other intellectual property rights related to the subject facility and this service belong to our company, and members understand in advance that it is prohibited by law and copyright treaties to infringe upon these rights by copying, distributing, transferring, lending, translating, licensing, reprinting, commercializing, reusing, etc.

Article 13 (Limitation of Liability)

Our company shall not be responsible for the following events:

- (1) Trouble occurring between members or between a member and a third party.
- (2) Accidents caused by a member's intentional or negligent act within the subject facility.

(3) Theft, loss, damage, soiling, etc., of movables, etc., owned or possessed by a member within the subject facility.

(4) Damage caused to members due to the suspension of service as set forth in Article 11.

Article 14 (Confidentiality)

1. In this agreement, confidential information refers to any tangible or intangible technical, business, or other information related to other members, non-members, or our company that a member may learn in the course of using the subject facility and that would normally be treated as confidential under general business practices.
2. If a member becomes aware of confidential information in the course of using the subject facility, the member shall strictly keep this information confidential and shall not disclose, leak, publish, or use it to any third party.
3. In using this service, members are responsible for managing their own confidential information.

Article 15 (Handling of Personal Information)

The handling of personal information by our company shall be governed by the "Personal Information Protection Policy" posted on our website.

Article 16 (Exclusion of Anti-Social Forces)

Members assure that they do not belong to antisocial forces (gangs, gang members, quasi-members of a gang, gang-affiliated companies, racketeers, etc., social movement-oriented violent groups or special intelligence violent groups, etc., and others equivalent to these), and that they will not commit any violent acts, fraud or threat, interference with business or any other illegal acts against any party, now and in the future.

Article 17 (Severability)

Even if any provision or part of these terms and conditions is found to be invalid or unenforceable due to the Consumer Contract Act or other laws, the remaining provisions of these terms and conditions, and the remaining parts of the provision found to be invalid or unenforceable, shall continue to be in full effect.

Article 18 (Consultation)

If any doubt arises between the member and our company regarding this facility or these terms, both parties shall discuss in good faith and strive to resolve the issue.

Article 19 (Governing Law and Jurisdiction)

The governing law of these terms shall be Japanese law, and any and all disputes related to these terms shall be subject to the exclusive jurisdiction of the Tokyo District Court or the Tokyo Summary Court as the court of first instance.

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