

Shuzai Accommodation Agreement

Article 1 (Scope of Application)

The accommodation agreement and related agreements concluded between Shuzai and the guest staying at the accommodation (hereinafter referred to as the "guest") shall be in accordance with the provisions of this accommodation agreement.

2. Notwithstanding the provisions of the preceding paragraph, when Shuzai accepts a special agreement to the extent that it does not violate laws and regulations and customs, the special agreement shall take precedence.

Article 2 (Application for Accommodation Agreement)

Those wanting to apply for an accommodation agreement with Shuzai at the time of pre-registration via the Internet must register the following items.

- I. Guest's name and e-mail address
 - II. Date of stay and estimated time of arrival
 - III. Other matters required by Shuzai
2. By applying as in the preceding paragraph, you are deemed to have agreed to these Terms and Conditions.

In addition, we will send you a reservation confirmation email based on the registered information, and we will enter into the accommodation agreement with it.

3. If the Guest requests extension of the accommodation beyond the date set forth in Paragraph 1, Item 2 during their stay, the Guest shall understand that an application for a new Accommodation Agreement has been made at the time of such a request.

Article 3 (Formation of Accommodation Agreement, etc.)

The Accommodation Agreement shall be formed when the Guest accepts the application set forth in the preceding Article.

2. When the Accommodation Agreement has been formed in accordance with the provisions of the preceding paragraph, the Guest is required to pay the accommodation fees by the date specified and by the method specified by Shuzai.

However, if the agreement is made through the reservation site, the payment terms and conditions of the reservation site shall apply.

3. If the Accommodation Charges are not paid by the date specified by Shuzai in accordance with the provisions of the preceding paragraph, the Accommodation Agreement shall cease to be valid. However, when designating the payment date of the application fee, this is limited to cases where the guest is notified to that effect.

Article 4 (Refusal of Accommodation Agreement)

For the following cases, the formation of an accommodation agreement will not be accepted.

1. When the application for accommodation does not conform to these Terms and Conditions.
2. When the room is full.
3. When it is recognized that the person(s) seeking accommodation is likely to conduct themselves in a manner that will contravene the provisions of laws and regulations, public order, or good morals in relation to their accommodation.
4. When the Guest seeking accommodation is deemed to fall under any of the following (a) to (c):
 - a) An organized crime group stipulated in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77, 1991) (hereinafter referred to as "organized crime group"), organized crime group members stipulated in Article 2, Item 6 of the same Article (hereinafter referred to as "organized crime group members"), and associate members of organized crime groups, persons related to organized crime groups, and other antisocial organizations.
 - b) When an organized crime group or a member of an organized crime group controls business activities of a corporation or other organization.
 - c) A corporation whose officers fall under the category of members of an organized crime group.
5. When the Guest seeking accommodation can be clearly shown to be carrying an infectious disease.
6. When a violent demand is made in relation to the accommodation, or an unreasonable request is made.
7. When Shuzai is unable to provide accommodation due to natural disasters, malfunction of facilities, or other unavoidable reasons.
8. When elementary school students or younger among those who intend to stay (junior high school students and older are allowed to stay, and infants less than one year old are the responsibility of the parents)

Article 5 (Guest's Right to Cancel Agreement)

The guest may cancel the accommodation agreement by notifying Shuzai.

2. In the event that the Guest cancels the Accommodation Agreement in whole or in part due to reasons attributable to the Guest (except in cases where Shuzai requests payment of the Accommodation Charges by specifying the date due in accordance with the provisions of Paragraph 2 of Article 3 and the Guest cancels the Accommodation Agreement before such payment), depending on the cancellation date, a penalty will be charged in accordance with the cancellation policy in accordance with Article 11.

Article 6 (Shuzai's Right to Cancel Agreement)

Shuzai may cancel the accommodation agreement in the following cases.

1. When it is recognized that there is a risk that the Guest will or has acted in a manner contrary to provisions of laws and regulations, public order (antisocial acts) or good manners in regard to the accommodation.
2. When the Guest is deemed to fall under any of the items of Article 4.
3. When the Guest behaves in a manner that causes significant annoyance to other guests.
4. Has utilized the premises for purposes other than accommodation, such as business activities (exhibitions, etc.) without the permission of Shuzai.
5. When the Guest does not comply with the terms of use stipulated by Shuzai.
6. When the following items have been brought in:
 - a) Hazardous materials such as gunpowder, explosives, gasoline, kerosene, chemicals, toxic gases, or volatile oil.
 - b) Putrefying matter, filthy matter, or other items that produce moisture, foul or strange odors, etc.
 - c) Cats, birds, reptiles, or other animals or pets in general
 - d) Extremely large quantities of goods
 - e) Other items prohibited by law
2. If the Accommodation Agreement is canceled due to the reasons set forth in the preceding paragraph, the Guest is unable to claim any damages caused thereby from the Accommodation Agreement for any reason.
3. If the Accommodation Agreement is canceled due to the reasons set forth in Paragraph 1, the Guest will not be permitted to use the Accommodation thereafter. Even after forming the accommodation agreement set forth in Article 3, the guest shall pay a penalty in accordance with the cancellation policy.

Article 7 (Registration of Accommodation)

The Guest shall register the following particulars in advance on the Internet or on Shuzai's check-in system at the time of checking-in.

1. The Guest's name, address, telephone number, e-mail address, date of birth, occupation, etc.
2. Foreign nationals must submit their nationality, passport number, and a copy of their passport.
3. Other matters deemed necessary by Shuzai

Article 8 (Hours of Use)

Guests may use the accommodation from 3 p.m. to 11 a.m. the following day. However, in the case when the Guest is accommodated continuously, the Guest may occupy the accommodation all day

long, except for the days of arrival and departure.

Article 9 (Compliance with Usage Rules)

The Guest shall comply with the Terms of Use and House Rules stipulated by Shuzai.

Article 10 (Payment of Fees)

The breakdown of the accommodation charges, etc. to be paid by the Guest shall be in accordance with the items listed on each reservation site or in the accommodation fee list on the website.

2. The accommodation fee, etc. set forth in the preceding paragraph will be paid on the reservation site.

Article 11 (Cancellation Policy)

For cancellation of reservations, the following penalty will be charged depending on the date of the notification of cancellation and the scheduled date of the stay.

A no-show on the day and after: The full amount transferred in advance

1 day before: 100% of the total accommodation fee of the amount transferred in advance

2 days before: 80% of the total accommodation fee of the amount transferred in advance

3~7 days before: 30% of the total accommodation fee of the amount transferred in advance

The difference between the amount transferred in advance and the penalty will be transferred to a designated account later. Please note that the Guest shall bear any transfer fees. The same penalties apply for cancelling days in a consecutive stay.

2. If a reservation is made using another company's reservation system and the reservation system has its own cancelling policy, the cancellation policy of that reservation system shall be followed regardless of the provisions of the preceding paragraph.

Article 12 (Responsibility of Shuzai)

If Shuzai causes damages to the Guest due to running the Accommodation Agreement or related agreements, or failure to run said agreements, Shuzai shall compensate the Guest up to the accommodation expenses of the day concerned. However, this does not apply if the reasons are not attributable to Shuzai.

Article 13 (Storage of Baggage or Personal Belongings of Guests)

If the Guest's baggage or personal belongings are left behind at the accommodation after the Guest has checked out, and the owner is identified, Shuzai shall seek instructions from the Guest. However, in the absence of instructions from the owner or when the owner is not identified, the Guest shall agree without recourse for objection that the property shall be stored for 7 days, including the date of discovery, and then disposed of. In addition, the Guest shall have no recourse for objection to disposing of food, drinks, disposable items, or other items deemed to be prohibited

by Shuzai on the day.

Article 14 (Liability for Parking)

If the Guest uses the parking lot of the accommodation, Shuzai will lend a parking spot and shall bear no responsibility for the management of the vehicle.

Article 15 (Responsibility of the Guest)

If the accommodation suffers intentional damage by, or damage due to the negligence of, the Guest, the Guest shall compensate Shuzai for the damage in accordance with the provisions of the following items.

1. If there is an odor or stains/burns caused by smoking in the building, the Guest will be responsible for the special house cleaning fee and the cost of replacing bedding or equipment.
2. If marks are found due to smoking on the premises, etc., the Guest will bear the repair costs.
3. If the building, equipment, electrical appliances, furniture, goods, etc. are intentionally or accidentally damaged or broken, the Guest shall bear the full restoration costs.
4. If the building, equipment, electrical appliances, furniture, goods, etc. are lost or removed, the Guest shall bear the full restoration costs.
5. In the event of cancellation under the cancellation clause of Article 6, Paragraph 1, in addition to the penalty under Article 6, Paragraph 3 and Article 11, the Guest will be required to compensate Shuzai for damages caused.
6. If the number of people exceeds the registered number of guests, the Guest will vacate immediately and pay a penalty (twice the usage fee).
7. In the event of any other damages incurred by the Guest due to reasons attributable to the Guest, the Guest shall pay the amount of the damages.

Article 16 (Disclaimer of Shuzai)

Shuzai cannot be held responsible for any natural disasters, or accidents caused by the carelessness of the Guest, or any accidents caused by non-compliance with these Terms and Conditions.

2. Shuzai shall not be liable for any damages, theft, or accidents relating to the Guest's vehicle or belongings.
3. If the Guest causes a nuisance to the neighbourhood, the police may be notified, in which case the guest will be held fully responsible under the law.
4. The contents of these Terms and Conditions are subject to change without notice.

Article 17 (Personal Information Handling)

Types of Personal Information

- I. Personal information obtained through registration under Article 7

II. Images from outdoor surveillance cameras

2. Method of obtaining personal information

- I. Shuzai acquires various types of personal information from reservation sites and its website via site controllers*¹ and PMS*².
- II. Shuzai acquires personal information through pre-registration and tablet input at check-in. (Foreign nationals are required to confirm their passport.)
- III. Shuzai acquires video footage of entering and exiting the building by a security camera (installed under the 2017 Hotel Business Act and 2018 revised Hotel Business Act).

3. Use of personal information

- I. Reservations and inquiries: Shuzai shall respond to reservations and inquiries using the application form.
- II. Sending of information: Shuzai send the Guest information by e-mail, DM messages, etc. of events, etc. If the Guest changes their registered information or stops subscribing, Shuzai will respond appropriately at any time upon receipt of said changes.
- III. Cooperation with Smart Lock*³: To provide unmanned private accommodation services to our customers, Shuzai link part of the Guest's personal information with PMS and Smart Lock. In addition, if required for business operations, Shuzai may entrust the handling of individual Guest information to a third-party subcontractor.
- IV. Other communications: If Shuzai deems it necessary to contact the Guest, Shuzai may contact the Guest by e-mail, telephone, or post.
- V. Use for statistical information: Shuzai may use personal information, in such a form that the identity of an individual will not be divulged, for statistical data, marketing, or internal service improvement.
- VI. For the maintenance and development of Ito City, Shuzai is able to provide aggregated and segmented data to the government and the tourism industry (including those entrusted therein) by processing, aggregating and disposing of personal information in such a manner that individuals cannot be identified.

4. Management of personal information

Shuzai will comply with the Act on the Protection of Personal Information and other related laws and regulations, strictly manage the Guest's personal information, and strive to protect the Guest's privacy. When requesting a third party to process personal information, Shuzai will enter into a confidentiality agreement after examining the safety of the third party's personal information protection. Shuzai may disclose the Guest's personal information to third parties in the following cases:

- I. When the Guest has consented to the disclosure of information.
- II. When receiving a legal official inquiry from a public institution such as the police or a court.

III. In addition, when there is a serious and urgent need from the Guest, Shuzai, or a third party. The Guest list is stored for three years. Security camera footage will be stored for 7 days from the day after checking out and then automatically deleted.

5. Procedure for changing this policy

Shuzai may change or revise this policy from time to time in accordance with the need to respond to changes in laws and regulations and business needs, etc., and will post such changes, etc. on its website. The Guest should carefully review the contents of this policy, which is most recent after any changes, etc. posted on the website.

Note *1 Site controller: Reservation information management, inventory management
*2 PMS: Accommodation management system (check-in management)
*3 Smart lock: Accommodation management system interlocking electric lock

Article 18 (Jurisdiction)

Any and all disputes arising out of, or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Yokohama District Court in the first instance.

November 19, 2022