

Terms and Conditions for Use of Self-Lockerroom

The Self-Lockerroom is a lockable storage facility or storage area in Villa Fontaine Grand Tokyo Ariake (the "Hotel") that the Hotel lends, for free, only to its guests staying or immediately after staying at the Hotel (the "Guests"/ depending on contexts, the singular may be meant.) in order for the Guests to temporarily store or keep their own baggage or personal belongings by themselves. This does not mean that the Hotel takes custody of the Guests' baggage or personal belongings. The Hotel prepared two types of Self-Lockerroom: locker type and wire type. The use of either type of the Self-Lockerroom is subject to the terms and conditions herein (the "Terms and Conditions herein"). When using the Self-Lockerroom, please check carefully in advance whether or not the key can be locked and whether or not there are already any items stored or kept by others in the storage facility or storage area that you are going to use.

Article 1 (Purpose of Use of the Self-Lockerroom)

1. The Self-Lockerroom is provided by the Hotel only to the Guests for the purpose of temporary self-storage of their baggage or personal belongings before their check-in or after their check-out only on the day of the check-in or check-out.
2. In principle, the Guests may not use the Self-Cloakroom during the period from the time of check-in to the time of check-out (the "Accommodation Period"). The Guests are requested to bring their baggage or personal belongings into the hotel room during the Accommodation Period.

Article 2 (Available Hours)

1. The Self-Lockerroom is available between 6:00 and 24:00 (the "Available Hours"). For guests staying at the hotel before check-in, the Self-Lockerroom is available from the time of arrival on the day of his/her stay until either check-in time or 24:00, whichever comes first. For guests after check-out, the Self-Lockerroom is available from the time of check-out until 24:00 of the day.

2. If the Self-Lockerroom is still in use after 24:00, the Hotel's employees shall open or unlock the Self-Lockerroom in use and remove the baggage, etc. stored or kept in the said Self-Lockerroom (the "Stored Items"/ depending on contexts, the singular may be meant.) from there, and then, store such Stored Items in the same manner as the baggage, etc. left in the Hotel by the guest after check-out. The baggage, etc. removed by the Hotel from the said Self-Lockerroom (the "Removed Items"/ depending on contexts, the singular may be meant.) shall

be handled in the same way as the Article 14, Paragraph 2, of the Terms and Conditions of Stay (shukuhaku-yakkan) of the Hotel: If the owner of the Removed Items is identified, the Hotel shall contact the owner as necessary and seek instructions from him/her; and in the absence of the owner's instruction, or in the event that the owner of the Removed Items cannot be identified or does not appear to pick them up, the Hotel shall store the Removed Items for 7 days including the day on which it is removed, and then deliver them to the nearest police station, or dispose of them after 3 months have passed. Food, beverages, magazines, and other waste-like items shall be disposed of at the Hotel's discretion at a time deemed appropriate by the Hotel.

3. In the event that the Hotel delivers the Removed Items to a Guest who wishes to get the Removed Items returned, the Hotel shall ask the Guest to submit the designated documents, present his/her ID, and provide his/her contact information in order to verify his/her identity. At that time, we may ask for the Guest's permission for taking a photocopy of his/her identification. Only when the Hotel can determine through this procedure that the Removed Items requested to be returned are the baggage, etc. of the Guest claiming them as his/her own, the Guest concerned will be able to retrieve the Removed Items that he/she requested to get back.

4. In the event that the Hotel incurs expenses in taking the measures set forth in Paragraph 3, the Hotel may charge the actual expenses to the Guest concerned.

Article 3 (Notes on the Use of the Self-Lockerroom)

1. Guests who use the Self-Lockerroom shall be subject to the Terms and Conditions herein when using the Self-Lockerroom.

2. Guests are not allowed to have any third parties use the Self-Lockerroom.

3. In the event that a Guest violates any of the preceding two paragraphs, the Hotel shall open or unlock the relevant Self-Lockerroom and remove the Stored Items even during the Available Hours, and then take necessary measures in accordance with Article 2, Paragraph 2 herein. Guests using the Self-Lockerroom shall agree to this Article in advance and shall not raise any objection.

Article 4 (Items That Cannot Be Stored in the Self-Lockerroom)

1. We do not recommend storing any of the items listed in (1) and (2) below in the Self-

Lockerroom. The use of the Self-Lockerroom is for temporary self-storage at the Guests' own risk and responsibility, which means that the Hotel does not take custody of the Stored Items. Therefore, the Hotel cannot take responsibility for any damages to or theft of the Stored Items (1) and (2) in the Self-Lockerroom. In addition, the items listed in (3) through (10) below cannot be stored nor kept in the Self-Lockerroom.

- (1) Cash and securities
- (2) Valuables (including items equivalent to cash such as credit cards and cash cards, items that could be your ID such as passports, expensive items including computers and items containing a lot of personal information, and other items that the Guest subjectively considers valuable)
- (3) Living things such as animals and plants
- (4) Items that require refrigeration or freezing
- (5) Volatile or toxic items or dangerous items such as explosives
- (6) Firearms and swords, narcotics, stimulants, etc., or other items that may be related to crime, or items that are prohibited from possession or carrying by laws and regulations, etc. (7) Stolen goods or other items obtained through crime
- (8) Items that emit rotten smell or foul odor, filthy items, items that are perishable or fragile, or items that may deface or damage the Self-Lockerroom or make the Self-Lockerroom unusable for sanitary reasons.
- (9) Other items that the Hotel deems unsuitable for storage in the Self-Lockerroom.

2. In the event that the Stored Items in the Self-Lockerroom corresponds to or is/are reasonably suspected to correspond to the items that cannot be stored in the Self-Lockerroom as stipulated in (3) through (10) of the preceding paragraph, the Hotel may open or unlock the relevant Self-Lockerroom and remove such items even during the Available Hours, and keep them separately, dispose of them, or take other appropriate measures on them. The Guests using the Self-Lockerroom shall agree to this Article in advance and shall not raise any objection. In the event that the Hotel incurs any costs in taking the said measures such as disposal, the Hotel may charge the actual costs to the Guest concerned.

Article 5 (Hotel Involvement Is Exceptional and Limited.)

The Guests are responsible for storing their baggage, etc. in and removing the Stored Items from the Self-Lockerroom by themselves. However, in cases of Paragraph 3 of Article 3 and Paragraph 2 of Article 4 herein, or when the Hotel deems it necessary, employees of the Hotel may take the Stored Items in and out of the Self-Lockerroom.

Article 6 (Handling of Personal Identification Number)

1. The Guests shall be careful not to let a third party know their PIN when locking the locker or wire, and shall keep a written note, etc. containing the PIN at their own responsibility. The Hotel will not keep any such note, etc. The Hotel shall not be responsible for any unlocking without authorization and/or theft of the Stored Items by a third party due to the loss of such note, etc.
2. In the event that a Guest claims that he/she has forgotten the PIN used to lock the Self-Lockerroom or that the lock cannot be opened due to incorrect PIN entry, the Hotel employee may open the Self-Lockerroom in question if the Hotel can reasonably determine that the claiming Guest is the user of the Self-Lockerroom in question. In such cases, before handing over the Stored Items to the claiming Guest, the Hotel will ask the Guest to submit the designated documents, present his/her ID, and fill in his/her contact information, etc., as in the case of Article 2, Paragraph 3, in order to verify his/her identity. At that time, we may ask for the Guest's permission for taking a photocopy of the identification. Only when the Hotel can determine through this procedure that the Stored Items or Removed Items requested to be returned are the baggage, etc. of the Guest who claims them as his/her own, the Guest concerned will be able to retrieve the Stored or Removed Items that he/she requested to get back.

Article 7 (Liability for Damages)

1. The use of the Self-Lockerroom is for the temporary self-storage of the Guests at their own risk and responsibility, and the Hotel does not take custody of the Stored Items in the Self-Lockerroom. Therefore, even if the Stored Items in the Self-Lockerroom are lost, damaged, or altered (collectively, the "Loss, etc.") without fault of the Guest, the Hotel shall not be liable for the Loss, etc. However, this shall not apply in the event that the Hotel is intentional or grossly negligent with respect to the Loss, etc. of the Stored Items.

2. In the following cases, the Hotel shall not be liable for any compensation for the Loss, etc. of Stored Items: (1) In the case that the Stored Items are something that cannot be stored in the Self-Lockerroom as specified in Article 4, Paragraph 1, items (3) to (10); (2) In the case that the Guest does not use the Self-Lockerroom in accordance with the usage method prescribed in the Terms and Conditions herein, such as incorrectly locking, failure to lock the locker or wire, failure to set the PIN, or setting the wrong PIN, etc.; (3) In the case that Guest's baggage, etc. is stolen as a result of the Guest having lost its written note containing the PIN, etc.; (4) In the case of a natural disaster or other force majeure; (5) In the case that the Stored Items or Removed Items are investigated, inspected, confiscated, or requested to be submitted by the relevant

authorities; (6) In the case of destruction of the Self-Lockerroom by a third party; or (7) In the case that the Self-Lockerroom is used in any other way contrary to these Terms and Conditions. 3. In the event that a Guest causes damages, etc. to the Hotel or a third party when or in connection with using the Self-Lockerroom, the Guest shall have to compensate for such damages, etc. 4. Even in the event of the Loss, etc., or theft, etc., of the Stored Items or Removed Items (except for those which have been reported to the police station or disposed of in accordance with Article 2, Paragraph 2 herein) and the Hotel is responsible for such Loss, etc. or theft etc., the amount of compensation to be paid by the Hotel to the Guest who suffered the damages shall be limited to the amount equivalent to the market value of the Stored Items or Removed Items that have been lost or stolen (limited to a case where such market value can be reasonably proven by the Guest). For the avoidance of doubt, this paragraph shall not preclude the application of Article 597 of the Commercial Code (shouhou) of Japan.