

In the event of any difference between the Japanese and English version of these Terms and Conditions, the Japanese version shall prevail. This English version is for your reference only.

## **Terms and Conditions for ruum Membership**

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### **Chapter 1 General Provisions**

#### **Article 1 (Scope of Application)**

1. These Terms and Conditions (the "Terms") shall apply to the provision and use of ruum (the "Services") operated by Daito Kentaku Partners Co., Ltd. (the "Company").
2. For the purpose of operating the Services, the Company may establish separate regulations including terms of use and notes on use ("Individual Regulations") for each service constituting the Services ("Specific Content"), in addition to these Terms. Such Individual Regulations shall form part of the Terms and Conditions for the Services and, in the event of any deviation between the provisions of Individual Regulations and those of these Terms, the provisions of Individual Regulations shall prevail.

#### **Article 2 (Definition)**

In these Terms, the following terminology shall be defined as follows:

1. "ruum Member" shall refer to an individual who has accepted these Terms and completed the registration procedure concerning the Service membership prescribed by the Company (unless the individual falls under any of the causes for disqualification set forth in Article 3).
2. "Dwelling Units Subject to Services" shall refer to dwelling units for rent which the Company collectively leases out or is employed to collectively manage, and which are designated by the Company as dwelling units for which it provides the Services.
3. "Move-in Application" shall refer to valid completion of the application procedure concerning occupancy of a Dwelling Unit Subject to Services by a person wishing

to move into the Dwelling Unit Subject to Services, with the use of a format designated by the Company.

4. "Apartment Unit Registration" shall refer to registration of a Dwelling Unit Subject to Services on the Services.

### **Article 3 (Causes for Disqualification)**

A person who falls under any of the following items may not become a ruum Member.

1. If the person has violated these Terms, provisions of other regulations, or the lease contract for the Dwelling Unit Subject to Services
2. If the person is a member of an organized crime group, a person for whom less than five years have elapsed since he/she has ceased to be a member of an organized crime group, a quasi-member of an organized crime group, a person who pursues economic benefits using violence, force, or fraudulent methods, or is otherwise equivalent to those mentioned above ("Anti-social Forces")
3. If the person is closely related with Anti-social Forces
4. If the person allows Anti-social Forces to use his/her name in order for said Anti-social Forces to obtain a status as a ruum Member
5. If the Company otherwise considers the person to be inappropriate as a ruum Member

### **Article 4 (Use of the Services)**

1. Members may use the Services in accordance with these Terms and Individual Regulations.
2. The Services include Specific Content that requires Apartment Unit Registration.

### **Article 5 (Apartment Unit Registration)**

1. In order to be qualified to be a Regular Member, a ruum Member shall satisfy all the conditions in the following items.
  - (1) The person must make a Move-in Application in a Dwelling Unit Subject to Services and plan to execute a lease contract ("Tenancy Applicant"), or must have executed a lease contract and be living as a tenant. In the event of multiple Applicants for Occupancy or tenants, only one representative shall be eligible for membership.

- (2) In the event of a Tenancy Applicant, the period of application by the person must be before execution of a lease contract or cancellation of the Move-in Application (the "Screening Process Period"). In the event of a tenant, the lease contract must be valid and there must be no default of obligations.
  - (3) The person must not be a corporation.
  - (4) The lease agreement for the Dwelling Unit Subject to Services shall not be a lease for business purposes.
  - (5) Apartment Unit Registration must be completed.
2. In order to be qualified to be a Family Member, a room Member shall satisfy all the conditions in the following item.

The person must be an individual who is a housemate in the Dwelling Unit Subject to Services for which a Regular Member has a lease contract as a tenant or for which an Tenancy Applicant plans to occupy, and who has received an invitation from a Regular Member on the Services.
3. In order to be qualified to be a Corporate Member, a room Member shall satisfy all the conditions in the following item.

The person must be an employee of a corporation, who is living or plans to live in the Dwelling Unit Subject to Services for which said corporation makes a Move-in Application as a Tenancy Applicant or has a lease contract as a tenant, and has completed Apartment Unit Registration.
4. In order to be qualified to be a Corporate Family Member, a room Member shall satisfy all the conditions in the following item.

The person must be an individual that is a housemate of an employee of a corporation, who is living or plans to live in the Dwelling Unit Subject to Services for which said corporation makes a Move-in Application as a Tenancy Applicant or has a lease contract as a tenant, and that has received an invitation from a Corporate Member on the Services.
5. Regular Members, Family Members, Corporate Members, and Corporate Family Members (collectively "Regular Members, etc.") shall acquire their status as a Regular Member, etc. when they complete the procedure for registration prescribed by the Company, subject to satisfaction of the conditions set forth in the relevant item.

6. In the event of simultaneous Apartment Unit Registration for more than one Dwelling Unit Subject to Services, the Dwelling Units Subject to Services may be switched in the Services so that membership rights associated with the Dwelling Unit Subject to Services can be granted.
7. Regular Members, etc. shall lose their status as Regular Members, etc. on the date of cancellation of the Move-in Application or the end date of the lease contract for the Dwelling Unit Subject to Services registered with the Services, or the day when the conditions stipulated in items (1) to (4) of paragraph 1 of this Article are otherwise lost.

#### **Article 6 (Consignment)**

The Company may consign part of its operation concerning the Services it provides to ruum Members to a third party.

#### **Article 7 (Membership Fee)**

1. Membership for the Services shall be free of charge.
2. Users shall naturally be responsible for all the costs of purchase of goods and use of paid services in connection with the content of the Services.

#### **Article 8 (Term of Validity)**

1. ruum Members may use the Services on and after the day they log in to the Services after satisfying the conditions set forth in Article 2.
2. The ruum membership shall be valid for an indefinite period.
3. The Services shall automatically cease to be effective if the ruum Member is disqualified as a Member, or if the Company terminates provision of the Services.

#### **Article 9 (Modification of Member Information)**

1. In the event of any change in information of ruum Members from when they registered as Members, they shall promptly change their member information.
2. The Company shall not be responsible in any way for any disadvantage suffered by ruum Members due to their incomplete member information or their failure or delay in performing the modification procedures, unless such disadvantage is attributable to the fault of the Company.

## **Article 10 (Review Comments)**

1. The specification of the Services, including the scope of products and service providers on which reviews can be posted, the number of reviews that can be posted, and the conditions for posting, in addition to these Terms, shall be determined by the Company at its discretion, and room Members may not raise any objection against such determination of the Company.
2. room Members shall not post reviews:
  - (1) Which slander and defame the Company, service providers, or a third party;
  - (2) Which lead to or encourage criminal activity;
  - (3) Which are contrary to laws and regulations;
  - (4) Which include promotion for commercial purposes;
  - (5) Which contain specific political or religious assertion;
  - (6) Which may unreasonably damage the reputation or credit of service providers;
  - (7) Which infringe or may infringe on any copyright, honor, privacy, or other rights of the Company, service providers, or a third party;
  - (8) Which include discriminatory expressions;
  - (9) Which are vulgar, harmful, immodest, or otherwise disgusting for others;
  - (10) Which are otherwise contrary to public order and morals; or
  - (11) Which are otherwise deemed inappropriate by the Company.
3. The Company may freely use the content of reviews in any method including reproduction, quotation, disclosure, provision, publication, and distribution free of charge without notifying Users who have posted the reviews, and room Members shall agree to such use. In addition, room Members shall agree not to exercise their moral rights, for their reviews, against the Company or any person designated by the Company.
4. Except as otherwise provided, room Members shall not reproduce, divert, edit, copy, or otherwise use other Users' reviews.
5. The period of display and retention by the Company of reviews shall be determined by the Company at its discretion, and room Members may not raise any objection against such determination of the Company.

### **Article 11 (Prohibited Acts)**

In using the Services, ruum Members shall not perform any of the acts listed below. In addition, if the Company determines that a User's behavior falls under any of the following items, the Company may suspend provision of the Services, terminate transactions, or delete the User's posts without notifying the User in advance.

1. An act of using information on services, data, and products etc., provided by the Company through the Services for commercial activities (including those that are not for profit but intended for disclosure to third parties) without obtaining prior approval of the Company
2. An act of registering false information at the time of registration as a ruum Member
3. An act of disturbing the operation of the Services, and an act that may otherwise interfere with the Services
4. An act of using the Services by using a credit card in an unauthorized manner
5. An act of using IDs or passwords in an unauthorized manner
6. An act that infringes on trademarks, copyrights, privacy, and other rights of the Company or a third party, or that may cause annoyance, disadvantage, or damage to the Company or a third party
7. An act of slandering and defaming the Company or any third party
8. An act of writing false information or information that is not related to the Services on the Services
9. An act that is or may be in violation of laws and regulations or contrary to public order and morals
10. An act of tampering information on the Company or the Services, or information provided through the Services
11. An act of transmitting or writing computer programs, etc. that are harmful to the Services
12. Any other act deemed inappropriate by the Company

### **Article 12 (Withdrawal and Revocation of Membership)**

1. ruum Members may withdraw from the Services at any time through the withdrawal procedure prescribed by the Company.

2. Loss of the status as a ruum Member due to withdrawal shall become effective upon completion of the withdrawal procedure mentioned in the preceding paragraph.
3. Even after withdrawal, you can be registered as a ruum Member again by completing the registration procedure. However, your membership information before the withdrawal will not be carried over.
4. If ruum Members fall under any of the following items, the Company may revoke their membership without their approval. In such cases, the membership shall be revoked when a revocation notice arrives at the registered address of the ruum Member. If the notice does not arrive at the registered address, it shall be deemed to have arrived when it is normally supposed to have arrived.
  - (1) If the ruum Member violates these Terms, any provision of other regulations, or the lease contract for the Dwelling Unit Subject to Services
  - (2) In the event of malicious mischiefs, requests for service provision with no legitimate reason, persistent complaints and inquiries with no legitimate reason, threatening behavior, acts contrary to public order and morals, and other acts that may cause great loss to the Company and other ruum Members
  - (3) If it turns out that the Member falls under or is closely connected with Anti-social Forces or that the Member who has acquired the status as a ruum Member allowed Anti-social Forces to use his/her name
  - (4) If the Company otherwise finds the Member inappropriate as a ruum Member
5. If an application or request for provision of a specific service is made by a Member before his/her status as a Member is lost and the Company or a service provider accepts such an application or request, said service shall be provided even after the loss of the status as a ruum Member. Notwithstanding the foregoing, this shall not apply in the cases of the preceding paragraph.

### **Article 13 (Personal Information)**

1. The Company shall manage the personal information it obtains as a result of ruum Members' application for and use of the Services with the care of a good manager in compliance with the Act on the Protection of Personal Information and other laws and regulations.

2. ruum Members shall confirm the privacy policy of the Company on the website operated by the Company, and they may not use the Services unless they accept the privacy policy of the Company. ruum Members shall be deemed to have accepted the privacy policy of the Company when they start to use the Services.

#### **Article 14 (Addition and Revision of the Terms)**

The Company may add to or revise these Terms or Individual Regulations without obtaining approval from or giving notice to ruum Members if such addition or revision is required for the purpose of operating the Services. These additions and revisions, as well as details and effective dates thereof, shall be announced in an appropriate place in the app and website operated by the Company.

#### **Article 15 (Temporary Suspension of the Services)**

1. The Company may temporarily suspend the provision of all or part of the Services and perform maintenance checks in order to ensure that the Services are in good working order.
2. In the case of the preceding paragraph, the Company shall notify ruum Members in advance of the temporary suspension of the provision of the Services and the duration of the suspension, except in an emergency.

#### **Article 16 (Termination of the Services)**

The Company may terminate all or part of the Services or Specific Content without obtaining approval from or giving prior notice to ruum Members if such termination becomes necessary due to operation of the Services. Any such termination shall be announced on the website operated by the Company, and ruum Members shall accept it without objection.

The Company shall not be liable for damage caused to ruum Members by measures taken in accordance with this Article, unless such damage is attributable to the fault of the Company.



### **Article 17 (Disclaimer)**

1. If any ruum Member is damaged by negligence of the Company in connection with operation of the Services, the Company shall indemnify the ruum Member only for direct, actual, and general damage. However, this shall not apply if the damage is caused by willful misconduct or gross negligence of the Company.
2. In the event of any error or inconsistency in brochures, the Company's website, and other advertising materials concerning the Services, the actual condition shall prevail.

### **Article 18 (Governing Law)**

These Terms and the Individual Regulations shall be governed by and construed in accordance with the laws of Japan.

### **Article 19 (Jurisdiction)**

The Company and ruum Members shall agree that any dispute arising in connection with the Services shall be subject to the exclusive jurisdiction of the Tokyo District Court in the first instance.

## **Chapter 2 Collaboration Services with Lopicma Co., Ltd.**

### **Article 1 (Purpose)**

The purpose of this Chapter is to stipulate matters concerning the Collaboration Services to be provided by the Company and Lopicma Co., Ltd. (hereinafter referred to as "Lopicma"; the Company and Lopicma shall be hereinafter collectively referred to as the "Company, etc."). Any ruum Member (which refers to an individual as set forth in Paragraph 1, Article 2 of the ruum Membership Terms and Conditions; the same shall apply hereinafter) who wishes to use the Collaboration Services shall read and agree to the full text of these Terms.

### **Article 2 (Contract for the Use of the Collaboration Services)**

A contract for the use of the Collaboration Services shall be established when a ruum Member applies for collaboration to the Company, etc. through the prescribed procedure after consenting to these Terms and the Company, etc. accepts such application.

### **Article 3 (Handling of Personal Information)**

1. Before starting use of the Collaboration Services, room Members shall agree that their personal data will be provided by the Company to Lopicma in writing or by electronic means. In such cases, (i) the recipient, (ii) personal data items to be provided, and (iii) the purposes of use of the provided personal data by the recipient shall be as follows.

(i) The recipient

Name: Lopicma Co., Ltd.

Location: Toranomom Towers Office 19F, 4-1-28 Toranomom, Minato-ku, Tokyo

(ii) Personal data items to be provided

- Codes and other information used by the Company to identify room Members
- Tenant Contract Number
- Move-in date
- Move-out date

(iii) Purposes of use of provided personal data

- To provide room Members with functions such as searching for facility and coupon information in Lopicma, a service operated by Lopicma Co., Ltd.
- To grant benefits when facilities, etc. are reserved on "EPARK", a service operated by EPARK, Inc., a partner of Lopicma, subject to certain conditions including occupancy of a Dwelling Unit Subject to Services.

2. Other matters related to the handling of personal information shall be governed by the privacy policies established by the Company and Lopicma respectively.

### **Article 4 (Suspension or Termination of Collaboration)**

room Members shall not conduct any act that falls or may fall under any of the following items. If either of the Company, etc. determines that a room Member conducts such an act, the Company, etc. may suspend provision of the Collaboration Services or terminate a contract for the Collaboration Services without the relevant room Member's consent.

(i) Acts that are against public order and morals or violates laws or regulations, or acts that facilitates said acts

(ii) Acts that cause disadvantage to other room Members or third parties

- (iii) Acts that cause disadvantage to the Company, etc., its partners, or third parties
- (iv) Acts that obstruct the business operations of the Company, etc. or damage the credibility of the Company, etc.
- (v) Acts that violate these Terms or other provisions set forth by the Company, etc.
- (vi) Acts that fall under anything that is prohibited in these Terms
- (vii) Acts that are otherwise deemed inappropriate by the Company, etc.

#### **Article 5 (Discontinuation, etc. of the Collaboration Services)**

1. The Company, etc. may modify or suspend all or part of the Collaboration Services by giving notice or making it known to room Members in advance.
2. The Company, etc. may terminate or suspend provision of all or part of the Collaboration Services for unavoidable reasons including maintenance work, system restoration, and force majeure such as power outages and natural disasters, without giving notice or making it known to room Members in advance.
3. The Company, etc. may discontinue the Collaboration Services by, in principle, giving notice or making it known to room Members one month in advance.
4. The Company, etc. shall not be responsible for any damage caused to the relevant room Members due to the modification, termination, suspension, or discontinuance set forth in the three preceding Paragraphs.

#### **Article 6 (Termination of Collaboration Upon Request by room Members)**

room Members may terminate their contract for the Collaboration Services at any time by making a request through the procedures set forth by the Company, etc.

#### **Article 7 (Limitation on Damages)**

The extent of the liability of the Company, etc. to a room Member for damages in connection with the Collaboration Services, regardless of whether the liability is for default, tort, or any other legal cause of action, shall be limited to ordinary damages actually incurred by said Member as a direct result of reasons attributable to the Company, etc., unless the Company, etc. is willful or grossly negligent, and the amount of damages shall not exceed the monetary amount actually received by the Company, etc. from said Member for the Collaboration Services, or 10,000 yen, whichever is higher.

## **Article 8 (Disclaimer)**

The liability of the Company, etc. with respect to the Collaboration Services shall be limited to the scope set forth in the preceding Article, regardless of the reason for the liability. The Company, etc. shall not be liable to compensate for any damage caused to room Members by the following items, regardless of whether the liability is for default, tort, or any other legal cause of action.

- (i) Force majeure such as natural disasters, disturbances, riots, infectious diseases/epidemics, etc.
- (ii) Failure of the subscriber's connection environment, including failure of the Internet connection service
- (iii) Intrusion of a type of computer virus for which a third party has not provided any virus pattern or virus definition file in connection with the anti-virus software the Company, etc. has introduced from said third party
- (iv) Unauthorized access or attack or interception in the communication path by a third party that cannot be prevented even with the care of a good administrator
- (v) Damage arising from the room Member's failure to comply with the procedures or security measures prescribed by the Company, etc.
- (vi) Damage arising from failure of telecommunications services provided by telecommunications carriers
- (vii) Compulsory measures under the provisions of Article 218 of the Code of Criminal Procedure (Seizure, Search, and Inspection under Warrant) or the Act on Communications Interception for Criminal Investigation, or other compulsory measures under a court order or other laws or regulations
- (viii) Other causes that are not attributable to the fault of the Company, etc.

## **Article 9 (Priority Application of these Terms)**

The provisions of the Lopicma! Terms of Use shall only apply to matters not specified in these Terms.

Revised on May 18, 2022

Established on November 8, 2021