

TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION CONTRACTS

Article 1 (Scope of Application)

1. Contracts for accommodation and related agreements to be entered into by and between this Hotel and the Guest to be accommodated shall be subject to these Terms and Conditions, and any particulars not provided herein shall be governed by laws and regulations and generally accepted customs.
2. Notwithstanding the preceding paragraph, in the case where the Hotel has accepted special provisions with the Guest insofar as such special provisions do not violate laws and regulations and customs, the special provisions shall take precedence over the provisions of these Terms and Conditions.

Article 2 (Application for Accommodation Contracts)

1. A Guest who intends to make an application for an Accommodation Contract with the Hotel shall notify the Hotel of the following information:
 - (1) Name of the Guest(s)
 - (2) Date of accommodation and estimated time of arrival
 - (3) Accommodation fees (in principle, based on the Basic Accommodation fees listed in Attached Table No. 1)
 - (4) a. Name and contact information of the person making the reservation
b. Name and contact information of the person who is responsible for the payment
 - (5) Other information deemed necessary by the Hotel
2. In the case where the Guest requests extension of the accommodation beyond the date(s) in item (2) of the preceding paragraph during his/her stay, it shall be deemed that an application for a new Accommodation Contract has been made at the time of such request.

Article 3 (Conclusion of Accommodation Contracts, etc.)

1. An Accommodation Contract shall be deemed to have been concluded when the Hotel has duly accepted the application as set forth in the preceding Article; provided, however, that the same shall not apply when it has been proved that the Hotel has not accepted the application.
2. When an Accommodation Contract has been concluded in accordance with the provision of the preceding paragraph, the Guest must pay the accommodation deposit fixed by the Hotel within the limits of the basic accommodation charges covering the Guest's entire period of stay (three (3) days when the period of stay exceeds three (3) days) by the date specified by the Hotel.
3. The deposit shall be first used for the total accommodation fees to be paid by the Guests, then secondly for the cancellation charges under Article 6 and thirdly for the compensation under Article 18 as applicable; the remainder, if any, shall be refunded at the time of the payment of the accommodation fees as set forth in Article 12.
4. If the Guest fails to pay the deposit by the date as set forth in paragraph 2, the Accommodation Contract shall become invalid; provided, however, that the same shall apply only in the case where the Guest is thus informed by the Hotel at the time when the payment date of the deposit is specified.

Article 4 (Special Provisions Requiring No Accommodation Deposit)

1. Notwithstanding the provisions of paragraph 2 of the preceding Article, the Hotel may accept special provisions requiring no accommodation deposit after the Contract has been concluded as set forth in the same paragraph.
2. In the cases where the Hotel has not requested payment of the deposit as set forth in paragraph 2 of the preceding Article or has not specified the payment date of the deposit at the time when the application for an Accommodation Contract has been accepted, it shall be deemed that the Hotel has accepted the special provisions set forth in the preceding paragraph.

Article 5 (Refusal of Accommodation Contracts)

1. The Hotel may not accept the conclusion of an Accommodation Contract in the following cases:
 - (1) When the application for accommodation is not based on the provisions of these Terms and Conditions
 - (2) When the Hotel is fully booked and there is no vacancy
 - (3) When the person seeking accommodation is deemed likely to commit an act contrary to the provisions of laws and regulations, public order, or morals regarding accommodation
 - (4) When the person seeking accommodation is found to fall under any of the following (a) to (c):
 - (a) an organized crime group set forth in Article 2, item (ii) of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (hereinafter, an "Organized Crime Group"), a member of an Organized Crime Group set forth in Article 2, item (vi) of the said Act (hereinafter, an "Organized Crime Group Member"), a quasi-member of an Organized Crime Group, an Organized Crime Group-related person, or any other anti-social forces
 - (b) a corporation or other organization whose business activities are controlled by an Organized Crime Group or an Organized Crime Group Member
 - (c) a corporation whose officer falls under the category of an Organized Crime Group Member
 - (5) When the person seeking accommodation has behaved in a manner that is extremely disturbing to other guests
 - (6) When the person seeking accommodation is clearly found to be a person with an infectious disease
 - (7) When a violent demand is made in connection with the accommodation, or a burden beyond reasonable limits is requested
 - (8) When it is unable to provide accommodation due to a natural disaster, a breakdown of the facilities, or other unavoidable reasons
 - (9) When it falls under items (i) or (ii) of Article 5 of the Act, set forth in the Ordinance under Article 5, item (iii) of the Act. When it is deemed that there is a risk of causing significant inconvenience to other guests. (Article 6 of the Osaka Prefectural Ordinance for Enforcement of Hotel Business Act)
 - (10) When a violent, threatening, blackmailing, or intimidating unreasonable demand is made to the accommodation facility or staff (employee) of the accommodation facility or a burden exceeding a reasonable range is demanded, or when it is found that a similar act has been committed in the past

Article 6 (Guest's Right to Cancel the Contract)

1. The Guest may cancel the Accommodation Contract by notifying the Hotel.
2. If the Guest cancels the Accommodation Contract, in whole or in part, for reasons attributable to the Guest (except where the Hotel has specified a payment date for the deposit and requested the payment of the deposit in accordance with the provision of Article 3, paragraph 2, and the Guest cancels the Accommodation Contract prior to such payment), the Hotel shall charge the Guest the cancellation charges as set forth in Attached Table No. 2; provided, however, that in the case where the Hotel has accepted special provisions as set forth in paragraph 1 of Article 4, it shall be limited to the case where the Hotel has notified the Guest the obligation to pay cancellation fees in connection with the cancellation of the Accommodation Contract when accepting such special provisions.
3. If the Guest fails to arrive by 8:00 pm on the day of the stay (or two (2) hours after the scheduled time of arrival, if the time of arrival has been specified in advance) without any contact, the Hotel may treat the Accommodation Contract as having been canceled by the Guest.

Article 7 (The Hotel's Right to Cancel the Contract)

1. The Hotel may cancel the Accommodation Contract in the following cases:
 - (1) When the Guest is deemed likely to commit an act contrary to the provisions of laws and regulations, public order, or morals regarding accommodation, or when the Guest is deemed to have committed such an act
 - (2) When the Guest is found to fall under any of the following (a) to (c):
 - (a) an Organized Crime Group, an Organized Crime Group Member, a quasi-member of an Organized Crime Group, an Organized Crime Group-related person, or any other anti-social forces
 - (b) a corporation or other organization whose business activities are controlled by an Organized Crime Group or an Organized Crime Group Member
 - (c) a corporation whose officer falls under the category of an Organized Crime Group Member
 - (3) When the Guest has behaved in a manner that is extremely disturbing to other guests
 - (4) When the Guest is clearly found to be a person with an infectious disease
 - (5) When a violent demand is made in connection with the accommodation, or a burden beyond reasonable limits is requested
 - (6) When it is unable to provide accommodation due to force majeure such as natural disasters
 - (7) When it falls under items (i) or (ii) of Article 5 of the Act, set forth in the Ordinance under Article 5, item (iii) of the Act. When it is deemed that there is a risk of causing significant inconvenience to other guests. (Article 6 of the Osaka Prefectural Ordinance for Enforcement of Hotel Business Act)
 - (8) When smoking in bed in his/her bedroom, tampering with fire-fighting equipment, etc., or otherwise failing to comply with the prohibitions (limited to those necessary for fire prevention) in the Terms of Use set forth by the Hotel
 - (9) When smoking outside of the smoking area designated by the Hotel
 - (10) When a violent, threatening, blackmailing, or intimidating unreasonable demand is made to the accommodation facility or staff (employee) of the accommodation facility or a burden exceeding a reasonable range is demanded, or when it is found that a similar act has been committed
2. In the case where the Hotel cancels the Accommodation Contract in accordance with the preceding paragraph, the Guest shall not be charged for any accommodation services that have not yet been provided to him/her.

Article 8 (Accommodation Registration)

1. The Guest shall register the following information at the front desk of the Hotel on the day of his/her stay:
 - (1) The Guest's name, age, gender, address, telephone number, and occupation
 - (2) For non-Japanese Guests, nationality, passport number, place and date of entry into Japan, and a copy of his/her passport
 - (3) Date and estimated time of departure
 - (4) Name, age, and gender of an accompanying person(s)
 - (5) Other information deemed necessary by the Hotel
2. If the Guest intends to pay the charges under Article 12 by traveler's check, hotel voucher, credit card, or any other method which may be substituted for currency, the Guest shall present them in advance at the time of registration as set forth in the preceding paragraph.

Article 9 (Guest Rooms Available Hours) 1. The time allowed for the Guest to use the guest room of our Hotel shall be from 2:00 pm to 11:00 am of the following morning; provided, however, that the room may be used for the whole day in the case where the Guest stays more than one (1) night consecutively, excluding the day of arrival and the day of departure. Even after 2:00 pm, the Guest may be required to wait for the guest room due to maintenance of the guest room or other reasons.

2. Notwithstanding the provisions of the preceding paragraph, the Hotel may accept the use of the guest room outside the hours specified in the preceding paragraph. In such cases, the following additional charges shall apply:

- (1) Until 3:00 pm: 30% of the room charge
- (2) Until 5:00 pm: 50% of the room charge
- (3) After 5:00 pm: 100% of the room charge

Article 10 (Compliance with Terms of Use)

Inside the Hotel, the Guest shall comply with the Terms of Use set forth by and posted in the Hotel.

Article 11 (Business Hours) 1. The operating hours of the main facilities of the Hotel shall be as follows, and detailed information on the operating hours of other facilities shall be available in the pamphlet provided, on notices posted in various places, on tablets in the guest rooms, etc.

- (1) Service hours for the front desk cashier, etc.:
 - (a) closing time: N/A
 - (b) front desk: Open 24 hours
 - (c) delivery service: Open 24 hours

(2) Service hours for food and beverage (facilities):

(a) [Dining BRICKSIDE]

Breakfast 07:00 am to 10:30 am (last entry 10:00 am)

Dinner 05:30 pm to 10:00 pm (last entry 9:30 pm)

(b) [Cafe & Bar LIBER]

Lunch 11:00 am to 02:00 pm (last entry 01:30 pm)

Dinner 05:00 pm to 09:30 pm (last entry 09:00 pm)

(3) Hours of incidental service facilities:

(a) stores 08:00 am to 10:00 pm

(b) spa RIVERSIDE SPA 06:00 am to 09:00 am, 11:00 am to 12:00 am

(c) refreshment salon GLOW 02:00 pm to 11:00 pm (last admission 10:00 pm)

2. The hours in the preceding paragraph may be changed temporarily if necessary or unavoidable. In such cases, notification will be given by appropriate means. Details of the services of the facilities, etc. may be changed without notice if it is necessary or unavoidable.

Article 12 (Payment of Charges)

1. The details of the accommodation fee and other fees to be paid by the Guest shall be as specified in Attached Table No. 1.

2. Payment of the accommodation fee and other fees set forth in the preceding paragraph shall be made at the front desk at the time of the Guest's departure or at the Hotel's request, in currency or by any alternative method accepted by the Hotel, such as traveler's check, hotel voucher, credit card, or the like.

3. The accommodation fee must be paid even if the Guest voluntarily decides not to stay in the room after the Hotel has offered it to the Guest and made it available for his/her use.

Article 13 (Liability of the Hotel)

1. The Hotel shall compensate the Guest for any damage caused by its performance or non-performance of the Accommodation Contract and any contracts related thereto; provided, however, that it shall not apply if the damage is caused by reasons not attributable to the Hotel.

2. The Hotel has taken all possible measures, including inspections and checkups by the fire department based on fire services laws and regulations, as well as making every effort to maintain disaster prevention facilities. The Hotel is covered by Hotel Liability Insurance in order to deal with unexpected fire and other disasters.

Article 14 (Handling in the Event That the Hotel Is Unable to Provide Contracted Guest Room)

1. In the event that the Hotel is unable to provide the Guest with the contracted guest room, the Hotel shall, with the Guest's consent, arrange for another accommodation under the same conditions as far as possible; provided, however, that it shall not apply to the cases where it is difficult to do so due to natural disasters or for any other reason.

2. Notwithstanding the provisions of the preceding paragraph, if the Hotel is unable to find another accommodation, the Hotel shall pay the Guest compensation equivalent to the cancellation charges, which shall be applied to the amount of compensation for damage; provided, however, that no compensation shall be paid in the event that there is no reason attributable to the Hotel for not being able to provide the guest room.

Article 15 (Handling of Deposited Items)

1. The Hotel shall compensate for any loss, damage, etc. caused to items or cash and valuables deposited by the Guest at the front desk, unless such loss, damage, etc. is caused by a force majeure event; provided, however, that in the event that the Hotel requires the Guest to disclose the type and value of the cash and valuables and the Guest fails to do so, the Hotel shall compensate for damage up to 600,000 yen.

2. The Hotel shall compensate for any loss, damage, etc. caused to items or cash and valuables brought into the Hotel by the Guest that are not left at the front desk by an intentional or negligent act of the Hotel; provided, however, that for those for which the Guest has not disclosed the type and value in advance, the Hotel shall compensate for damage up to 300,000 yen, unless there is an intentional act or gross negligence on the part of the Hotel.

Article 16 (Custody of Baggage or Personal Effects of Guests)

1. In the case where the Guest's baggage arrives at the Hotel prior to his/her stay, the Hotel shall take responsibility for its safekeeping only when the Hotel accepts it prior to its arrival and shall hand it over to the Guest when he/she checks in at the front desk.

2. In the case where the Guest's baggage or personal effects are left at the Hotel after the Guest has checked out and the owner is found, the Hotel shall contact the owner and ask for his/her instructions; provided, however, that if there is no instructions from the owner or the owner remains unknown, large quantities and inexpensive items such as umbrellas, handkerchiefs, clothing, and footwear, shall be disposed of after two (2) weeks. Other items, cash, items with personal information, and valuables shall be disposed of in accordance with the Lost Property Act.

3. The responsibility of the Hotel for the custody of the Guest's baggage or personal effects in the case of the preceding two paragraphs shall be dealt with in the same manner as the provision of paragraph 1 of the preceding Article in the case of paragraph 1 hereof and the provision of paragraph 2 of the preceding Article in the case of the preceding paragraph.

Article 17 (Responsibility for Parking)

When the Guest uses the Hotel's parking lot, the Hotel rents the space only and shall assume no responsibility for managing the vehicle, regardless of whether or not the Guest has deposited the car key; provided, however, that the Hotel shall be responsible for any damage caused by its intentional act or negligence in the management of the parking lot.

Article 18 (Liability of the Guest)

If the Hotel suffers any damage due to an intentional act or negligence on the part of the Guest, the Guest shall compensate the Hotel for such damage.

Article 19 (Disaster Prevention)

The Guest shall cooperate in preventing disasters such as fires and earthquakes, and in the event of an emergency, the Guest shall follow the instructions of the staff and respond to the situation calmly. Also, please confirm in advance the emergency exits, fire extinguishing equipment, evacuation procedures, etc. in preparation for unforeseen circumstances.

Terms of Use

In order to ensure the safety and comfort of our guests, the Hotel has established the following Terms of Use (hereinafter, these "Terms") based on Article 10 of the Terms and Conditions for Hotel Accommodation Contracts. If you fail to observe these Terms, you will not be allowed to use the facilities in the Hotel (as defined in paragraph 1). Please be aware that you may be held responsible for any accidents that occur as a result of your failure to observe these Terms.

I. Scope of Application These Terms shall apply to any and all visitors using any and all facilities of the Hotel (including accommodations, restaurants, lobby, parking lot, and grounds; hereinafter, collectively the "Facilities in the Hotel"). The Terms and Conditions for Hotel Accommodation Contracts set forth by the Hotel (hereinafter, the "Terms and Conditions for Hotel Accommodation Contracts") shall apply to guests staying at the Hotel (hereinafter, the "Guest"), in addition to these Terms.

II. Safety and Security Precautions

1. Make sure to check the "Evacuation Route Map" in your guest room displayed on the inside of each guest room door.

2. Make sure to lock the door when you leave the room during your stay. (Guest rooms are automatically locked.)

3. Latch the internal lock and door hook during your stay, especially when you go to bed.

If you are visited by someone, open the door with the door hook latched or use the door scope to check who it is. If you notice anything or anyone suspicious, please contact the front desk.

4. Refrain from having guests other than the registered guests stay in the guest room or from meeting visitors in the guest room.

5. Visitors are not permitted to enter after restaurant and spa hours.

6. The Hotel is a non-smoking facility. Refrain from smoking except in the designated smoking areas.

7. Do not bring in or use any fire for heating, cooking, etc. in the guest room.

8. Refrain from any other activities that may cause a fire.

9. Do not enter the backyard, emergency stairs, machine rooms, or other facilities not intended for guest use.

10. The windows in the guest rooms are designed not to be fully opened.

III. Handling of Valuables and Deposited Items

1. Please leave cash and other valuables at the front desk. The Hotel assumes no responsibility for the theft, loss, etc. of valuables in any other location.

Please use the in-room cash box and coin locker at your own responsibility.

2. Unless otherwise specified, lost and found items will be kept for a period of 14 days from the date of receipt (or discovery), after which we will take the necessary procedures as required by applicable laws and regulations.

(However, the provisions of paragraphs 2 and 3 of Article 16 of the "Terms and Conditions for Hotel Accommodation Contracts" shall apply to the Guests.)

IV. Payment

1. A monetary deposit may be required upon arrival, if necessary.

2. We do not accept payment in the form of checks other than traveler's check or money exchange.

3. We do not accept any advance payment on behalf of our guests for air, train, or bus tickets or taxi fares.

4. When using the Hotel's restaurants, etc. and providing your signature, please be sure to present your guest room key (card key).

5. Payments may be made in currency or by a credit card accepted by the Hotel; provided, however, that if the amount spent during your stay exceeds 100,000 yen, we ask that you make a payment each time.

6. A service charge of 10% of the total bill will be added to the bill in addition to the applicable taxes. Any tips for our staff members will be respectfully declined.

7. Please inform the front desk in advance if you wish to change your planned days of stay. If you wish to extend your stay, we ask that you pay for the number of nights you have stayed up to that date.

V. Prohibition of Use of Facilities by Anti-Social Forces, etc.

The following organizations and individuals are prohibited from using the Facilities in the Hotel. Also, if such a fact is found out after a reservation has been made or even during the use, the use of the facilities shall be prohibited at that time and thereafter:

(a) an organized crime group set forth in Article 2, item (ii) of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) (hereinafter, an "Organized Crime Group"), a member of an Organized Crime Group set forth in Article 2, item (vi) of the said Act (hereinafter, an "Organized Crime Group Member"), a quasi-member of an Organized Crime Group, an Organized Crime Group-related person, or any other anti-social forces

(b) a corporation or other organization whose business activities are controlled by an Organized Crime Group or an Organized Crime Group Member

(c) a corporation whose officer falls under the category of an Organized Crime Group Member

(d) when any violence, injury, threats, intimidating request, or any other acts similar thereto have been found

VI. Prohibited Acts

1. Do not bring into the Facilities in the Hotel any items that may disturb other guests:

(a) animals and pets, including dogs, cats, and birds (except guide dogs, service dogs, etc.)

(b) explosives, volatile oil, and potentially hazardous products that may ignite or catch fire

(c) objects that generate bad odors and strong smells

- (d) firearms or swords and other such weapons and drugs, such as narcotics, prohibited by law
- (e) baggage and articles that are in a significantly large quantity
- (f) any other items prohibited by laws and regulations
- 2. Do not use the guest rooms or lobby for business purposes.
- 3. Selling goods or distributing advertisements or promotional materials in the Facilities in the Hotel without permission is not allowed.
- 4. Do not use photographs taken in the Facilities in the Hotel for business purposes without permission, as this may be subject to legal actions.
- 5. Refrain from leaving personal belongings in the corridors and lobby. (Items left unattended for a long time may be stored and inspected.)
- 6. Refrain from gambling, disturbing public morals, disturbing other guests, or engaging in any other acts that may be considered offensive or objectionable in the Facilities in the Hotel.
- 7. Any loud voice, loud singing, or boisterous behavior in the Facilities in the Hotel that may cause disturbance to other guests
- 8. Ordering food and beverages from external sources is not permitted.
- 9. Refrain from hanging items on the windows, displaying items by the windows, or any other acts that may damage the exterior appearance.
- 10. Refrain from wearing nightwear and slippers outside of the guest room.
- 11. Refrain from wearing nightwear, pajamas, underwear, slippers, etc. in corridors, the lobby, restaurants, etc. outside of the guest room.
- 12. No persons other than registered guests are allowed to stay overnight at the Hotel.
- 13. The Hotel is a non-smoking facility. Refrain from smoking except in the designated smoking areas.
- 14. Minors are not allowed to stay at the Hotel unless they have permission from their parents or guardians.
- 15. The Hotel does not accept guests who are deemed to have difficulty ensuring their own safety or may cause fear or anxiety to other guests because of mental or physical weakness, loss of self due to drugs, etc.
- 16. Do not use the facilities and equipment in the Hotel for any purpose other than the original intended use in the designated areas.
- 17. In the event of causing damage, contamination, or loss to the buildings, fixtures, or other items, whether intentional or unintentional, you may be required to pay a reasonable amount of compensation.
- 18. In the event of causing damage, contamination, or loss to the buildings, fixtures, or other items due to reasons other than force majeure, you may be required to pay a reasonable amount of compensation.
- 19. Except in the case of emergency, access to emergency staircases, rooftops, towers, machine rooms, etc. is not permitted.
- 20. Any other activities that the Hotel deems inappropriate

SH23-0089