# My Page Terms of Use

Established: August 1, 2024

#### 1. Definition of the Service

- (1) The My Page Terms of Use (these "Terms of Use") stipulates the terms and conditions for use of the information provision service and various Internet services (the "Service") using My Page in which a member using the Plaza THANKS Program (the "Member") provided by the Keio Plaza Hotel Chain (the "Hotel") can log in by setting their e-mail address and password.
- (2) Matters not stipulated in these Terms of Use shall be handled in accordance with the following terms and conditions separately established by the Hotel:
  - (i) Executive Card Member Terms and Conditions;
  - (ii) Executive Card W Member Terms and Conditions;
  - (iii) 47 Club Member Terms and Conditions;
  - (iv) Keio Plaza Card Member Terms and Conditions;
  - (v) Executive Card Plaza Eminence Club Member Terms and Conditions; and
  - (vi) Plaza THANKS Program Terms of Use.

#### 2. Use of the Service

- (1) The Service allows the Member to view their digital membership card issued on My Page, check the balance of Plaza THANKS Points (the "Points"), and apply for the exchange of points for points-redemption-merchandise.
- (2) Members shall, at their own responsibility and expense, prepare the necessary telecommunication equipment, software, telephone usage contract, and Internet connection contract, etc. to use the Service. In addition, the Subscriber shall pay any charges related to the communication and connection fees for use of the Service.
- (3) Members may not lend or transfer their membership number and password, etc. to any third party. The Hotel shall deem any and all acts performed using the membership number and password, etc. to be the Member's acts, and the Hotel shall not be liable whatsoever for any damage or other disadvantage caused by the Member's inadequate management, etc.

#### 3. Operation, Stoppage and Revision, etc. of the Service

(1) The Hotel may revise or terminate these Terms of Use at the Hotel's discretion.

- (2) In the case where the Hotel revises or terminates these Terms of Use, the fact of such revision or termination, and in the case of a revision, the content of these Terms of Use after such revision and the date on which such revisions take effect, will be notified on the Hotel's website by one (1) month prior to the date on which the revision or termination are due to take effect.
- (3) When the Member has used the Service under these Terms of Use on or after the date on which the revised Terms of Use takes effect, the Member shall be deemed to have consented to the revisions to these Terms of Use.
- (4) The Hotel may suspend or discontinue all or part of the Service without prior notice to the Member for any of the following reasons:
  - (i) System maintenance of the Service;
  - (ii) When it is difficult to provide the Service due to a force majeure such as fire, power outage, communication failure, etc.; and
  - (iii) When the Hotel deems it necessary to temporarily interrupt or suspend the Service for operational or technical reasons, or when the Hotel deems it difficult to provide each service.

### 4. Use of Personal Information

Personal information will be handled pursuant to the Privacy Policy (Policy on the Protection of Personal Information) separately set forth by the Hotel.

### 5. Prohibitions

Members are prohibited from the following acts when using My Page:

- (1) Transmitting or registering incorrect information when registering member information.
- (2) Impersonating a third party when using My Page.
- (3) Infringing or threatening to infringe the credit, copyright, trademark and other intellectual property rights, privacy rights, portrait rights, honor, or other rights of the Hotel or a third party.
- (4) Acts that duplicate, modify, change, or adapt the Service.
- (5) Acts that are unbecoming of a member, such as acts that are contrary to these Terms of Use, the terms and conditions separately stipulated by the Hotel, or public order and morals.
- (6) Transfer of the right to use My Page.
- (7) Other acts that the Hotel deems inappropriate or fraudulent.

## 6. Handling of the Service due to Withdrawal, etc.

If the Member withdraws, has their membership revoked, or loses their membership qualification, the provision of the Service will be terminated.

## 7. Exclusion from Liability

- (1) The Hotel shall not be liable if a natural disaster or other force majeure (any phenomenon that the Hotel cannot foresee, manage nor oppose, such as an earthquake, typhoon, flood damage, fire, war, civil war, epidemic or infectious disease, act of government or public agency, and is not attributable to the Hotel) or a system error or network malfunction, etc., occurs and the Member is unable to use service(s) such as the benefits and addition of the Points under these Terms of Use or the Plaza THANKS Program as a result thereof.
- (2) In the event of clause (1), the Hotel will provide the service of adding the points, etc. to such Member, only if the use can be confirmed and identified by presenting receipts, etc.
- (3) The Hotel shall not be liable for any loss or damage incurred by the Member due to the loss, theft or leakage of their membership number and/or password, or due to intentional or negligent acts by the Member, such as payment with points, redemption of points, viewing of point balance and expiration date, or other confirmation or change of membership information by a third party, or inability to use the Service.
- (4) In providing the Service, the Hotel does not guarantee that the quality of the Service will be free from defects (e.g., suitability, completeness, accuracy, security, and up-to-dateness of the information, etc.).
- (5) The Hotel shall not be liable for any damage arising from the use of the Service or the inability to use the terminal, if such damage is not attributable to the Hotel.
- (6) The Service can be used by individuals who have properly configured their general text display settings, and other settings. The Hotel assumes no liability whatsoever for cases where the Service does not function correctly due to non-standard settings, installation of software or devices, connection environment, device configuration, or any other circumstances, as well as the resulting consequences.
- (7) In the event that the Hotel deems it necessary to change the system or content or suspend the system for the operation of the Service, the Hotel shall take the necessary measures without prior notice.

#### 8. Governing Law and Court of Jurisdiction

(1) The interpretation and effect of these Terms of Use shall be governed by the laws of

Japan.

(2) The Member and the Hotel agree that the Tokyo District Court will be the agreed court with exclusive jurisdiction of the first instance when a judicial dispute arises with respect to these Terms of Use.

### 9. Member Relations

## Shinjuku and Hachioji Membership Office

Keio Plaza Hotel Co., Ltd.

2-2-1 Nishi-shinjuku, Shinjuku-ku, Tokyo 160-8330

Tel. +81-3-5322-8020

Days of operation: Mondays to Fridays except Wednesday, weekends, national holidays

and the New Year holidays URL: www.keioplaza.com/

### Sapporo Membership Office

Keio Plaza Hotel Sapporo Co., Ltd.

2-1 North 5 West 7, Chuo-ku, Sapporo, Hokkaido 060-0005

Tel. +81-11-271-9260

Days of operation: Mondays to Fridays except Wednesday, weekends, national holidays

and the New Year holidays

URL: www.keioplaza-sapporo.co.jp/english/

## **Supplementary Provisions**

1. Established: August 1, 2024

2. Person in charge: Director of Marketing Strategy Department