



## Terms and Conditions for Supporting Members of the Spa Fungo Healthy Ageing Association

### Chapter 1 General provisions

#### Article 1 (Purpose)

These Terms and Conditions for Supporting Members shall govern the supporting membership system of Spa Fungo Healthy Ageing Association, Inc. Article 2 (Supporting Members)

#### Article 2 (Supporting Members)

The supporting members of the Association shall be individuals, corporations or groups who agree with the objectives of the Association, apply for membership in accordance with the designated procedure and are approved by the Representative Director.

Supporting members (individuals): Individuals who agree with the objectives of the organization and cooperate with the management of the organization.

Supporting Members (Corporations/Organizations): Corporations/Organizations that agree with the objectives of the Organization and cooperate in the operation of the Organization.

### Chapter 2 Admission and Withdrawal

#### Article 3 (Admission)

Any person wishing to become a supporting member of the organization must submit a separate application form to the organization and obtain the approval of the Representative Director.

In the event that the admission fee and the annual membership fee for the first year are not paid by the due date indicated on the invoice issued after the approval of admission, the approval of admission shall be cancelled.

#### Article 4 (Disapproval of application for membership)

If a person who wishes to become a supporting member of the organization is found to have committed any of the following acts, the application for membership may not be approved

- (1) If the application for membership contains false, incorrect, or incomplete information.
- (2) If the applicant's membership has been revoked by the organization in the past.



(3) In any other cases where the Corporation deems it inappropriate to admit a supporting member.

#### Article 5 (Membership Fees)

The admission fee and membership fee shall be as follows

Supporting Member (Individual) Admission fee: ¥5,000 Annual membership fee: ¥6,000  
Supporting Member (Corporate/Organization) Admission fee 10,000 yen Annual membership fee 60,000 yen per unit

2 The membership fee shall be paid in a lump sum by invoice issued by the Association.

3 The membership fee already paid by a supporting member shall not be refunded for any reason whatsoever.

#### Article 6 (Term of Validity)

The period of validity of a supporting member in accordance with this Agreement shall be from the date of payment of the annual membership fee to the day before the following year.

2 Unless the Supporting Member submits a notice of withdrawal to the Corporation at least one (1) month prior to the expiration date of the term, the term of the Supporting Membership shall be automatically renewed for another one (1) year term, and the same shall apply thereafter.

#### Article 7 (Notification of Changes)

In the event that a supporting member changes its name, supporting member representative, address, contact information, or any other information registered with the Company, the supporting member shall promptly submit to the Company the prescribed notification of change in registered information.

2 In the event that a supporting member suffers any disadvantage as a result of failing to apply for a change of membership as set out in Clause 1 of this Article, the Corporation shall not be held responsible in any way.

#### Article 8 (Withdrawal from Membership)

1 A supporting member who wishes to withdraw from membership must submit to the Board of Directors a notice of withdrawal in any form at least 30 days prior to the date of withdrawal.

2 In the event that a supporting member has unpaid membership fees, the supporting member shall not be exempted from paying such unpaid fees to the Corporation even after resignation.



#### Article 9 (Disqualification of Supporting Member)

In addition to the provisions of the Articles of Incorporation, the Corporation may terminate a supporting member's membership if it finds that the supporting member falls under any of the following items

- (1) In the event that the Corporation recognizes that the member has committed an act that infringes on the honor, privacy, copyright, portrait rights, or reputation of another person or the Corporation, or that the member has committed an act that is detrimental to the dignity of the supporting member.
- (2) If the payment of the membership fee is delayed for more than three months from the last day of the validity period.
- (3) If, through the activities of the organization, the member collects personal information such as contact details or profiles of other supporting members, or reproduces, discloses, distributes, publishes or sells the information obtained.
- (4) The member has committed an act that is against the law or public order and morals.
- (5) The user has violated these Terms of Use, or any other rules established by the Corporation.
- (6) If any other reasonable cause arises which the Corporation deems inappropriate for a supporting member.

#### Article 10 (Rights and Obligations after Loss of Affiliate Membership)

Any person who loses the status of a supporting member due to resignation or expulsion shall forfeit all rights granted or permitted by the Society based on the status of supporting member.

#### Chapter 3 Rights and Privileges

##### Article 11 (Rights and Privileges of Supporting Members)

A supporting member shall have the following rights

- (1) The right to be invited to meetings, social events, tours and other events organized by the organization at preferential and discounted rates. (In the case of corporate members, a maximum of three (3) corporate members or related persons per unit)
- (2) The right to be identified as a supporting member of the organization in advertisements, brochures, events, business cards and other materials relating to the organization's activities.
- (3) The right to view members-only content and materials on the website for supporting members.



(4) The right to participate in the monthly online study session of TERRA KOYA, a health and beauty learning place, free of charge (if you are a corporate member, up to 5 corporate employees or related persons can participate free of charge).

(5) Listing of the name of the company or organization as a supporting member on the organization's online website (only for companies and organizations that wish to do so)

(6) Dispatch of a member of our board of directors or a partner lecturer to an event or workshop organized by a supporting member at a special price. (In some cases, we may not be able to accept your request after careful examination of the contents.)

#### Chapter 4 Additions or Changes to the Terms and Conditions

##### Article 12 (Additions or Changes to the Terms and Conditions)

Any matter not stipulated in this agreement shall be decided by resolution of the directors.

2 The Corporation may, by resolution passed at any regular meeting of the Directors, add to or amend these Terms and Conditions, in whole or in part, including the content of benefits and membership fees. Any amendments or additions to these Terms and Conditions made by the Corporation shall be effective upon posting on the Corporation's website, and thereafter the Supporting Member shall be bound by these Terms and Conditions as so added or amended.

#### Chapter 5 Disclaimer of Liability and Indemnity

##### Article 13 (Indemnity and Damages)

The Corporation shall not be held liable for any unavoidable changes, suspensions, or temporary stoppages of the supporting member services due to war, terrorism, riots, labor disputes, earthquakes, eruptions, floods, tsunamis, fires, power outages, computer problems, communication line problems, system maintenance, or updates.

2 Supporting members shall use their own judgment in deciding whether and how to use the privileges provided by the Organization, as well as any materials or information obtained in connection with the activities of the Organization, and the Organization shall not be held liable for any damages incurred by supporting members or third parties because of such decisions.

3 In the event that a dispute arises between supporting members, such dispute shall be dealt with between the supporting members and the Corporation shall not be held responsible for such dispute.

4 In the event that a dispute arises between a supporting member and a third party, the supporting member concerned shall resolve the dispute at its own expense and responsibility.



5 The Corporation may, without notice, suspend the use of the service or cancel the supporting membership of any supporting member who violates this Agreement, but the Corporation shall not be liable for any damages resulting from such violation.

6 In no event shall the Company be liable for any damages incurred as a result of a third party using your registered email or password, unless the Company is grossly negligent.

7 In no event shall the Corporation be liable for any loss or damage incurred by a supporting member due to inaccurate or false information provided by another supporting member.

8 We have no obligation to monitor the information of our members or the communication between our members for any purpose whatsoever.

9 In the unlikely event that the Corporation is held liable for damages to a supporting member, regardless of the cause, the Corporation's liability for indirect damages, special damages, lost profits, claims from third parties, and damages based on negligence, whether foreseen or not, shall be limited to the membership fee paid by the supporting member.

10 Even after a supporting member ceases to be a supporting member due to resignation or cancellation of supporting membership, the provisions of this Article shall continue to be in effect for such supporting member.

#### Chapter 6 Protection of Personal Information

##### Article 15 (Protection of Personal Information)

The Corporation shall manage the personal information of its supporting members in accordance with its own personal information protection policy and shall take all possible measures to protect such information.

#### Chapter 7 Response to Antisocial Forces

##### Article 16 (Response to Anti-Social Forces)

In the event that a supporting member falls under any of the following categories, the Corporation may revoke the supporting member's membership without any notice.

(1) If a member is found to belong to a crime syndicate, a crime syndicate member, a crime syndicate quasi member, a crime syndicate related person, a general meeting dealer or any other anti-social force (hereinafter referred to as "anti-social force"). (2) If the anti-social force is recognized as belonging to

(2) When antisocial forces are deemed to be substantially involved in the management of the company.

(3) When it is recognized that antisocial forces are being used.

(4) When it is recognized that the company is involved in providing funds or benefits to antisocial forces.



- (5) The applicant has a socially reprehensible relationship with antisocial forces.
  - (6) The applicant has used fraudulent, violent, or threatening language against the Corporation or any of its affiliates, either by himself or by using a third party.
  - (2) In the event that a supporting member uses itself or a third party to commit any of the following acts, the Corporation may, without notice, revoke the supporting member's membership
    - (1) Violent demand act
    - (2) Unreasonable demands beyond legal responsibility
    - (3) Acts of intimidation or use of violence in relation to transactions.
    - (4) Spreading false rumors, using deception, or using force to damage the trust of the Corporation or to obstruct the business of the Corporation.
    - (5) Any other act equivalent to any of the preceding items.
- 3 The Supporting Member represents that it is not one of the anti-social forces and that it is not a corporation, etc. in which anti-social forces are substantially involved in its management and confirms that it will not fall under this category in the future.
- 4 In the event that the Corporation cancels a supporting member's membership pursuant to the provisions of this Article, the Corporation shall not be required to compensate or indemnify the supporting member for any loss or damage incurred by the supporting member, and the supporting member shall indemnify the Corporation for any loss or damage incurred by the Corporation as a result of such cancellation.

#### Chapter 8 Amendment of this Agreement

#### Article 17 (Amendment of the Agreement)

Amendments to this Agreement shall be made by resolution of the Board of Directors.

The above Terms and Conditions shall be distributed to all supporting members of the Corporation.

#### Supplementary provisions

These Rules shall come into effect on October 8, 2021.