

PROVISIONS FOR SAFE DEPOSIT BOX USE

Article 1-Period of Use and Fee

- 1.1 The period during which the safe deposit box may be used shall be limited to the period during which the user stays as a guest in this Hotel.
- 1.2 There shall be no charge for use of the safe deposit box.

Article 2-Opening and Closing of the Safe Deposit Box

- 2.1 The safe deposit box shall be opened and closed only by the person who has signed the certificate for utilization of the safe deposit box (hereafter called "Certificate").
- 2.2 The person who desires to open the safe deposit box shall sign the temporary drawing or receiving column in the Certificate and shall submit to the clerk of this Hotel the Certificate, the safe deposit box key and the user's room key.

Article 3-Custody of Keys, Et Cetera

- 3.1 The user shall retain custody of the safe deposit box key and the Certificate during the period of use.
- 3.2 Upon completion of his use of the safe deposit box, the user shall return the safe deposit box key to this Hotel.

Article 4-Lost Keys

- 4.1 If the user loses the safe deposit box key, he shall be required to pay the amount of ¥15,000 as its actual cost.
- 4.2 If the user desires to open the safe deposit box after he has lost the key, the user's signature shall be verified and the user shall be requested to submit his room key. Further, a guarantor may be required whenever necessary.

Article 5-Verification of Signature, Et Cetera

Provided that this Hotel identifies the user exercising all reasonable due care by confirming the signature of the user contained in the Certificate and by confirmation of the submission of the Certificate, the safe deposit box key and the room key, and after having confirmed the user's identity opens the safe deposit box and otherwise performs appropriately, this Hotel shall not be liable with respect to any damage due to the forgery and/or counterfeiting of any signature, and/or the theft or misuse of the safe deposit box key or the room key.

Article 6-Liability for Damage

- 6.1 In the event of any damage e.g. the loss, destruction or deterioration of the contents of the safe deposit box by reason of catastrophes, disorders and other causes commonly defined as "force majeure" or due to causes for which this Hotel is not responsible, this Hotel shall have no responsibility arising therefrom.
- 6.2 The user shall have the duty to compensate this Hotel and/or any third parties for any damage if such damage is due to the destruction or deterioration of the contents of the safe deposit box or any other reasons for which said user is responsible.

Article 7-Receiving the Contents of the Safe Deposit Box

- 7.1 Upon the expiration of the period of use, the user shall receive the contents of the safe deposit box.
- 7.2 Should one of the following occur, this Hotel may require the user to receive the contents of the safe deposit box or to transfer them to another safe deposit box even during the original period of use.
 - (a) When there is harm, or in the judgment of this Hotel risk thereof, to this Hotel and/or to third parties, due to the deterioration of the contents of the safe deposit box or any other cause for which the user is responsible ; or
 - (b) When it becomes impossible, either wholly or in part, to make use of the safe deposit box by reason of the repair or removal of the safe deposit box or any other cause for which this Hotel is not responsible.

Article 8-Disposition of the Contents of the Safe Deposit Box

- 8.1 If the user does not receive the contents of the safe deposit box within one (1) week of the expiration of the period of use, this Hotel may open the safe deposit box and may then manage said contents or dispose of said contents by the method and at the time and price which is generally deemed appropriate, or if said disposition is difficult, this Hotel may discard said contents. In opening the safe deposit box, this Hotel may require the attendance of a Notary Public.
- 8.2 The cost of the disposition described in the paragraph immediately above shall be borne by the user.
- 8.3 In the event that the cost referred to in the paragraph immediately above, actual expenses for the lost key and other costs which the user must pay, are not paid, then the proceeds of the disposition referred to in paragraph 8.1 above shall be applied to the expenses referred to herein.

Article 9-Emergency Steps

In the event that the opening of the safe deposit box is required by law; or that fire, abnormality of the contents or other exigent circumstances arise, then this Hotel may open the safe deposit box and may take such steps as are appropriate under the circumstances bearing no responsibility for damage arising out of the above.

Article 10-Governing Language

These Provisions are written both in Japanese and in English. In the event of any inconsistency or difference between the two versions of these Provisions, the Japanese version shall prevail in all respects.

Article 11 -Jurisdiction and Applicable Laws

Any dispute arising from or in relation to these Provisions shall be referred to the Japanese court having jurisdiction over the location of this Hotel and resolved in accordance with applicable Japanese laws.