

WeWork Private Access Reservation App Terms of Service

These terms of service ("Terms") set forth the conditions of use of the "WeWork Private Access Reservation App" ("Service") provided by WWJ Corp. ("Company"). In using the Service, members ("Member" or "Members") shall be deemed to have agreed to these Terms, and must use the Service in accordance with these Terms.

Article 1: Terminology

In these Terms, the terminology below carries the following meanings:

1. Member

Refers to corporations, organizations, unions, or individuals who have agreed to these Terms of Service and entered into the Service Usage Agreement with the Company.

2. User

Refers to the officers and employees designated as Members of the Service under the management of the original Member.

3. Registration Information

Refers to information about Members or Users that is required for registration for use of the Service.

4. Separate regulations

Refers to other rules or regulations pertaining to use of the Service that are set forth in addition to or separately from these Terms.

5. Usage agreement

Refers to the usage agreement for the Service concluded between the Company and the Member based on these Terms and separate covenants.

6. Intellectual property rights

Refers to copyrights, patents, utility model rights, design rights, trademark rights, and other intellectual property rights (including the right to obtain or file for registration for the same).

7. ID or IDs

Refers to the user ID and password required to use the Service.

Article 2: Applicability

2.1. These Terms apply to all relationships between Members and the Company as relate to use of the Service.

2.2. In addition to these Terms, the Company may establish separate regulations regarding the Service. These separate regulations constitute a part of these Terms, regardless of their name.

2.3. In the event that the provisions of these Terms conflict with the provisions of separate regulations, the provisions of these Terms shall prevail, unless otherwise stipulated in the separate regulations.

Article 3: Conclusion of usage agreement

3.1. The usage agreement for the Service shall be concluded when a person wishing to use the Service, having consented to these Terms, applies for registration for use of the Service in the manner set forth by the Company, and the Company approves the application.

3.2. The Company may choose to not approve the application for registration if it determines that any of the below apply. The Company shall bear no obligation to disclose the reasons for not approving the application in said case.

A. Where there is false or erroneous information, or an omission, in the registration information

B. Where the Company determines that the application is from a person (or the affiliate thereof) who has violated the Terms

C. Where subject to any of the measures stipulated in Article 10

D. Other cases in which the Company determines that the party is unfit for registration

Article 4: Service usage start date

The Company shall determine a start date for the Member's use of the Service, taking into account the Member's desired start date and period of preparation required by the Company for provision of the Service. Following conclusion of the Service usage agreement, the Company shall notify the Member of the start date.

Article 5: Change to registered information

In the event of changes to registered information, the Member shall promptly notify the Company of the change in the manner prescribed by the Company.

Article 6: Management of IDs

6.1. Members shall, at their sole responsibility, properly manage and store Service IDs, and require the Users to strictly manage and store IDs. Members shall be solely liable for all actions taken by the Users with IDs.

6.2. Members shall not assign, rent, or sell IDs to third parties under any circumstances, and shall not share IDs with third parties.

6.3. Where an ID is used to log in to the Service, the Company shall deem the login to have been made by the User to whom the ID is registered.

6.4. Members shall require the Users to comply with the contents of these Terms. Any breach of these Terms by the User shall be deemed to be a breach of these Terms by the Member, and the Member and the User shall be held liable together.

6.5. Members shall be solely liable for damages arising from inadequate management of IDs, errors in use, or use by third parties.

Article 7: Prohibitions

In using the Service, Members shall not engage in any of the following acts, or acts deemed applicable by the Company.

1. Acts that violate laws and regulations or public order and morals
2. Acts related to criminal acts
3. Acts that infringe on the intellectual property rights contained in the Service, such as the contents of the Service
4. Decompiling, disassembling, reverse engineering, or otherwise attempting to extract the source code of the software related to the Service
5. Acts that disrupt or interfere with the functionality of the servers or networks of the Company, other Members, or third parties
6. Commercial use of information obtained through the Service
7. Acts that interfere, or may interfere, with the operation of the Company's Service
8. Acts (or attempts) of unauthorized access
9. Collecting or accumulating personal information pertaining to other Members and Users
10. Using the Service for unauthorized purposes

11. Acts that cause disadvantage, damage, or discomfort to other Members or Users of the Service, or other third parties
12. Impersonating other Members or Users
13. Advertisement, promotion, solicitation, or business activities on the Service that are not authorized by the Company
14. Acts that provide benefits, whether directly or indirectly, to antisocial forces in connection with the Service
15. Any other act the Company deems inappropriate

Article 8: Suspension of Service

8.1. The Company reserves the right to suspend or halt provision of all or part of the Service if it determines that any of the below apply.

- A. Where required for performance maintenance, inspections, or updates of the computer systems pertaining to the Service
- B. Where provision of the Service is impaired due to force majeure, including but not limited to earthquakes, lightning strikes, fires, power outages or natural disasters.
- C. Where computers or telecommunications lines are suspended due to an accident or malfunction
- D. Other cases in which the Company deems it difficult to provide the Service

8.2. The Company shall make due effort to notify Members before suspending or halting provision of the Service, but Members acknowledge in advance that the Company may be unable to do so.

8.3. The Company shall not be liable for any disadvantage or damage incurred by members or third parties as a result of suspension or interruption of the provision of the Service.

Article 9: Usage period

The period of use of the Service shall be the same as the contractual period set forth in a separate agreement (WeWork Private Access Membership Agreement, hereafter "Membership Agreement") concluded between the member and the Company.

Article 10: Conditions in connection with Apple's Devices and Applications

If the Member or User accesses the Service through equipment provided by Apple Inc. (hereinafter referred to as "Apple") or via an application obtained from Apple Inc.'s Apple Store, the following provisions shall apply.

A. the Member and the Company acknowledge that the Usage agreement is concluded between the Member and Company only, and not with Apple, and Apple are not responsible for the Service and/or the content available thereby.

B. Subject to full compliance with all provisions of the Terms, a limited, non-exclusive, non-transferable, and non-sublicensable license to use the Service is granted to the Members solely for their personal and non-commercial purposes.

C. The Member may use the Service only in connection with devices owned or managed by Apple.

D. The Member acknowledges and agrees that Apple has no obligation to provide any maintenance or support services with respect to the application related to the Service.

E. In the event that the application related to the Service does not conform to any applicable warranty (including any implied warranties under applicable laws), the Member may notify Apple of such defects. Upon such notification, Apple's sole warrant obligation shall be, if the warranty applies, to refund the purchase price of the application to the Members.

F. The Member acknowledges and agrees that any claims made by the Members or any third party in connection with the Service shall be the responsibility of the Company, to the extent provided in the Terms, and not of Apple.

G. The Member acknowledges and agrees that, if any third party asserts a claim alleging that the Service or the Members's use of the application related to the Service infringes the intellectual property rights of such third party, the Company, and not Apple, shall be responsibility, only within the scope stipulated in the Terms, for the investigation, defense, settlement and discharge of any such claim.

H. The Member shall represent and warrant that (i) the Member is not located in a region that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" region; and (ii) the Member is not listed on any U.S. Government list of prohibited or restricted parties.

I. The Member and Company acknowledge and agree that, in using the Service, the Member shall comply with any contractual terms of third parties that may affect, or be affected by, such use of the Service.

J. The Member and Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms, and that, upon the Member's consent to the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the provision of the Terms against the Member as a third-party beneficiary thereof.

Article 11: Termination of usage agreement by the Company

10.1. Where any of the below apply to a Member, the Company reserves the right to terminate all or part of the usage agreement and cancel the Member's registration without giving any prior notice to the Member.

A. Where in breach of these terms, and the violation is not corrected even after a reasonable amount of time is given for redressal

B. Where the Company determines that, following a breach of these terms, the nature of the violation would be difficult to redress

C. Where failing to pay outstanding obligations to the Company

D. Where false information is found in the registration information

E. Where the user's account on the Service is found to have been previously terminated

F. Where subject to a filing for provisional seizure, seizure, auction, bankruptcy proceedings, commencement of corporate rehabilitation proceedings, commencement of civil rehabilitation proceedings, or equivalent, or where in arrears on public taxes or dues.

G. Where subject to business suspension or revocation of business license by a supervisory authority

H. Where subject to a resolution, judgment, or proceedings for dissolution of the business

I. Where the Company reasonably determines that the party is a criminal organization or other antisocial force as set forth under Japanese law

J. Other acts the Company reasonably determines are inappropriate for a Member of the Service

10.2. Where any of the items enumerated in Clause 1 apply to a member, the member shall forfeit the benefit of time and shall immediately fulfill all outstanding obligations to the Company.

10.3. The Company waives all liability for damages to Members resulting from actions taken by the Company per this article.

Article 12: Disclaimer of warranty

The Company makes no explicit or implied warranty that the Service is fit for a specific purpose, possesses the expected functionality, merchandise value, usefulness, accuracy, safety, or reliability, that it is free from security defects, errors, or bugs, or that it does not infringe on any rights.

Article 13: Damages

12.1. The Company shall only be liable to indemnify Members for damages they incur in connection with the Service if the Company acted willfully or in gross negligence. However, the scope of damages for which the Company is liable shall be limited to direct and ordinary damages, and the amount of compensation shall not exceed one month of membership fees as stipulated in the Membership Agreement. In addition, the Company shall not be liable for incidental damages, indirect damages, special damages, future damages, and lost profit.

12.2. In the event of disputes between a Member and a third party in relation to the Service, the Member shall resolve the dispute at its own liability and expense, and shall not cause any disadvantage to the Company, and indemnify the Company for any damages it incurs (including but not limited to attorneys' fees and other reasonable costs).

Article 14: Intellectual property

All intellectual property rights relating to the Service vest with the Company or the person who has licensed the use of said rights to the Company. The license to use the Service under these Terms does not imply a license to use the intellectual property rights enumerated above.

Article 15: Change of service contents

14.1. The Company reserves the right to change or terminate all or part of the Service after notifying Members in advance. However, if the content to be changed or terminated is not substantial, the Company reserves the right to make said change or termination without prior notice.

14.2. The Company shall not be liable for any damages incurred by Members as a result of the change to or termination of the Service per the preceding clause.

Article 16: Changes to these Terms

The Company reserves the right to change these Terms at any time without notifying Members in advance. Where a Member continues using the Service after changes to these Terms, the Member shall be deemed to have consented to the revised Terms.

Article 17: Handling of personal information

The Company shall collect personal information obtained through use of the Service in accordance with Company's Privacy Policy. (<https://wework.co.jp/en/legal/privacy-policy>)

Article 18: Notifications

17.1. Excluding where agreed upon separately between a member and the Company, notifications from the Company to Members regarding the Service shall be made either to the e-mail address indicated on application documents, by posting on the Company's web site, or by other methods the Company deems appropriate.

17.2. Notifications by the Company per the preceding article shall be deemed to have reached the Member effective the time the Company sends the notice or posts it to the Company's web site.

Article 19: Prohibition of assignment of rights and obligations

Members shall not assign or pledge their status under the usage agreement, or any rights or obligations under these Terms, to third parties without the prior written consent of the Company.

Article 20: Consignment to third parties

The Company reserves the right to consign all or part of the operations related to the Service to third parties.

Article 21: Severability

Even if any provision or part of these Terms is deemed invalid or unenforceable by law, the remainder of these Terms, and the remainder of sections deemed invalid or unenforceable, shall persist in full force and effect.

Article 22: Governing law and jurisdiction

21.1. The governing law of these Terms and the usage agreement shall be the law of Japan.

21.2. Any dispute arising out of or in connection with these Terms or the usage agreement as concern the Service shall be finally settled in accordance with the arbitration rules of the International Chamber of Commerce (ICC) then in effect, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Tokyo, Japan.

21.3. The arbitration proceedings described in the preceding clause shall be confidential. If the usage agreement is concluded in English, the arbitration shall be conducted in English, and if the usage agreement is concluded in Japanese, it shall be conducted in Japanese. The award rendered shall be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction. In any action, suit or proceeding to enforce rights under the Terms, the prevailing party shall be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and any other fees, costs and expenses of every kind in connection with the action, suit or proceeding, any appeal or petition for review, the collection of any award or enforcement of any order, as determined by the arbitrator(s) or court, as applicable. If the usage agreement is concluded in English, English shall be the official language of this agreement, and if the usage agreement is concluded in Japanese, Japanese shall be the official language.

Additional provisions

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