

CrossFit Aoyama Membership Terms and Agreement

Article 1 Purpose

The purpose of CrossFit Aoyama (hereinafter referred to as “the Box”) is to maintain and promote the health of its members and their physical/mental development through the use of the various service zones that comprise the facilities of the Box. Members are defined as those individuals who have entered into a contract with CrossFit Aoyama through the procedures prescribed in Article 4 of these membership terms. (The same applies below.)

Article 2 Membership

1. The Box runs on a membership system.
2. The scope and conditions of the use of the Box by members and how the facility operates—including membership types and products and services offered (hereinafter the same)—are specified separately.
3. When a member uses the Box, they must register as a member on our website and check in at the reception desk.

Article 3 Membership Eligibility

1. A person who desires to join the Box must satisfy all of the following items to be eligible for membership.
 1. Meets the qualifications stipulated separately for each membership category
 2. Declares to the Box that they are in good enough health to use the facilities of the Box
 3. Consents to these membership terms
 4. Is not a member of a crime syndicate
 5. Has not violated these terms in the past or has been reapproved for membership by the Box after review and resolution of the reasons for a violation
2. The member warrants to the Box that they are not now and will not be in the future involved in any way with antisocial elements such as organized crime groups as defined in the following items (hereinafter referred to as “antisocial elements”).
 1. A crime syndicate
 2. A member of a crime syndicate (including a former member up to 5 years since leaving)
 3. A member of a quasi-organized crime syndicate
 4. A director, employee, or shareholder of a company affiliated with a crime syndicate, or someone with substantial control in such a company
 5. Any other person or group similar to any of the preceding items
3. The member warrants to the Box that they have not and will not in the future provide any funds, directly or indirectly, under any pretext, to antisocial elements.
4. The member warrants to the Box that they have no relationships with antisocial elements, direct or indirect, which would be denounced by society.
5. The member warrants to the Box that they will not commit any of the following acts, by themselves or through the use of a third party.
 1. Make demands with violence
 2. Make unlawful demands that fall outside of responsibilities under the law
 3. Use threats or violence in connection with a transaction
 4. Spread false rumors, using deceit and/or force to damage the Box’s credibility or obstruct the Box’s business

5. Any action similar to any of the preceding items

Article 4 Procedures for Becoming a Member

1. When you want to become a member of the Box, apply for your membership through our prescribed application procedure. After the Box has reviewed and approved your application, a contract is established and you will become a member of the Box. The starting date for the use of the facilities is stipulated elsewhere.
2. Even if the application for membership is submitted as stipulated in the preceding section, membership may be denied based on the screening process conducted by the Box. The screening method, process, and details of the screening will not be disclosed.
3. A member shall promptly comply with the request of the Box to present identification documents. If you fail to comply, the Box may prohibit you from using the facilities. In such a case, the member shall still pay the fees stipulated in Article 7, Section 1.
4. If you are under 18 years of age and intend to join the Box, except when specially permitted by the Box, the consent of your parent or guardian must be obtained before applying for membership using the prescribed application method. In this case, whether the person with parental authority is a member of the Box or not, they shall jointly bear the responsibility with you as a member of the Box under the membership rules.
5. The provisions of the preceding section regarding minors shall apply mutatis mutandis to adult wards, persons under curatorship, and persons subject to limited guardianship.

Article 5 Procedures for Application Content Change

1. The member warrants that the information provided on the membership application form and other information submitted to the Box is accurate. The Box shall not be liable for any damages incurred by the member or any third party due to inaccuracies in such information.
2. If any information provided in the membership application form or any other information submitted to the Box changes, the member shall promptly make those changes to the submitted documents.
3. A notice from the Box to a member shall be deemed as sent when it is sent to the contact address submitted by the member. If such notice is delayed or doesn't reach a member due to causes attributable to the member such as a failure to submit a contact address in accordance with the preceding section, the notice from the Box shall be deemed delivered at the time when it should have normally reached the member.

Article 6 Personal Information Privacy

The Box shall manage the personal information of members in its possession in accordance with the Personal Information Privacy Policy stipulated separately by the Box.

Article 7 Membership Fees, etc.

1. The various fees for each membership type, which include the membership fee (hereinafter referred to as "fees"), are stipulated separately.
2. Members shall pay the fees for their particular type of membership by the payment due date using the means designated by the Box stipulated separately.
3. Once paid, fees are non-refundable unless otherwise stipulated by law or for reasons agreed to by the Box.

Article 8 Assignment/Transfer of Membership

Membership in the Box belongs to a single individual and cannot be transferred or assigned to another person.

Article 9 Use of Facilities by Non-members

The Box may allow non-members to use the facilities when deemed necessary. In such cases, these membership terms shall also apply to such persons.

Article 10 Compliance with Membership Terms and Other Rules

In using the Box facilities, a member shall comply with these membership terms and other rules and shall comply with any directive given by staff at the Box (hereinafter referred to as "facility staff").

Article 11 Prohibited Conduct

A member shall not engage in any of the following conduct.

1. Slandering or defaming other people, including other members (together referred to as "others"), the facility staff, or the Box
2. Acts of violence such as hitting, pushing, or restraining others or facility staff
3. Intimidating or disturbing behavior such as shouting, making strange noises, or blocking the way of others or facility staff
4. Dangerous behavior such as throwing, breaking, or hitting things in a way that causes fear in others or facility staff
5. Damaging the Box's facilities, equipment, or fixtures, or removing the fixtures from the Box
6. Harassing conduct such as ambushing or stalking others or facility staff, or talking to someone in an unwelcome way
7. Behavior that bothers facility staff, such as calling them or asking to meet them without a good reason
8. Socially unacceptable or unlawful behavior, such as molesting someone, peeping, exposing oneself, spitting, etc.
9. Bringing a dangerous item into the facility such as a knife
10. Conducting sales or business, moneylending, solicitation, political activities, or petition-signing
11. Bringing large sums of money or expensive items into the facility
12. Disorderly conduct in the facility
13. Lending one's membership card or allowing another person to use one's membership card
14. Using another member's membership card, regardless of consent to do so
15. Any other conduct that the Box deems inappropriate for a member

Article 12 Exemption from Liability for Damages

1. The Box shall not be held liable for any injury incurred by a member while using the Box facilities, except in cases of intentional or negligent conduct on the part of the Box.
2. The Box shall not be involved in and shall not be liable for any fights or trouble arising between members, except in the case of intentional or negligent conduct on the part of the Box.

Article 13 Responsibility for Personal Belongings

1. The Box does not take custody of items brought into the facility by members. Members are responsible for their own personal belongings.
2. The Box shall not be liable to compensate for the loss or damage of items brought into the facility by a member, unless it is the result of intentional or negligent conduct.
3. A member shall be deemed to have waived any and all rights to any items left at the facility, except for the following items.
 1. Cash and securities
 2. An item or items whose value or total value is clearly deemed to be worth 10,000 yen or more
 3. Key, card key, or a like item used to open the lock of a building or vehicle
 4. Mobile phone
 5. Driver's license, health insurance card, residence card, or other document issued pursuant to the provisions of laws or orders based thereon, which identify an individual or verify their rights
 6. Bank passbook, account withdrawal card, or credit card
 7. Animal
 8. Training equipment
 9. Any object whose owner or possessor can be identified by information stated on or attached to the object or its accessories

Article 14 Member Liability for Damages

If a member of the Box, when using the Box's facilities, damages the Box or injures another member or other third party through actions attributable to the member, the member shall bear responsibility for the damages or injury.

Article 15 Temporary Suspension of Membership

The Box allows members to temporarily suspend their membership for certain types of membership.

Article 16 Membership Cancellation

A member may cancel their membership for personal reasons up to the last day of the month (the "cancellation date") by completing the necessary procedures in writing as prescribed by the Box by the date specified by the Box. The member is still obligated to pay all fees accrued up to the cancellation date.

Article 17 Restrictions/Prohibitions on Facility Use/Expulsion of Members

1. If any of the following items apply to a member, the Box may restrict or prohibit the member from using the facilities, or terminate the member's contract immediately. However, even if the Box restricts or prohibits the member from using the facilities, the member is required to pay the fees stipulated in Article 7, Section 1.
 1. It is found that the person does not satisfy the eligibility requirements for membership as stipulated in Article 3.
 2. The member violates these terms or other rules established by the Box.
 3. The member's payment method cannot be confirmed (the same shall apply when, after the member has set up a payment method, that method or means of payment becomes unavailable at the fault of the member).

4. The member fails to pay his or her membership fees for two consecutive months.
 5. A petition for bankruptcy or bankruptcy rehabilitation has been filed or an application for voluntary debt settlement.
 6. A period of one year or more has elapsed since the start date of use as stipulated in Article 4 without a single use of the facilities.
 7. It is found that the member has an illness that may cause symptoms such as muscle spasms or loss of consciousness.
 8. It is found that the member has a contagious disease.
 9. It is found that the member has been prohibited by a physician from exercising, bathing, etc.
 10. The member violates a law.
 11. Any other case where the Box deems the member to be unsuitable for membership.
2. The Box shall not be liable to compensate for any damages incurred by a member as a result of the Box terminating the contract in accordance with the preceding section of these membership terms.

Article 18 Temporary and Permanent Closure of Facilities

1. The Box can set regular days off for its facilities.
2. The Box may temporarily or permanently close part or all of its facilities if it can no longer operate or should not operate for any of the following reasons.
 1. The occurrence of a natural disaster, meteorological disaster, earthquake, or other force majeure, or the threat thereof
 2. The facilities require remodeling, expansion, renovation, repairs, maintenance, or inspection
 3. A judgment has been rendered, a law enacted, amended or repealed, or a disposition (including adverse dispositions) has been imposed, or an administrative guidance or order has been issued by an administrative agency
 4. A significant change in social conditions has occurred or may occur
 5. Other circumstances arise that make it difficult or inappropriate for the Box to operate, or are likely to make it difficult or inappropriate for the Box to operate
3. If the preceding two sections are applied, the obligation of members to pay fees accrued shall not be reduced or exempted, except as stipulated by law or as otherwise permitted by the Box.
4. If the Box plans to close temporarily or shut down permanently, it shall, in principle, notify its members of the temporary closure or shutdown at least one month in advance, as far as circumstances permit.

Article 19 Change or Elimination of Fees, Scope and Conditions of Use, or Operations
 The Box may change or eliminate the fees borne by members, the facilities' scope and conditions of use, or operations, based on these membership terms, when deemed necessary by the Box, by notifying or informing the members at least one month in advance, in principle.

Article 20 Amendment of Membership Rules

In principle, the Box may amend these membership terms by giving at least one month's notice to members, and the amended terms shall then be in effect for all members.

Article 21 Notification Method

The Box shall notify members of the amendment of the membership terms by posting a notice in the facilities and on the website.

Article 22 Supplementary Provisions for CrossFit Aoyama Members Based on a Corporate Membership Agreement

The following provisions additionally apply to members who work for a company or health insurance association, etc., that has a contract with the Box (referred to as a “corporate membership agreement”).

1. In addition to the eligibility requirements listed under Section 1 of Article 3 (Membership Eligibility), the company or health insurance association, etc., for which a member works must have concluded a corporate membership agreement with the Box.
2. In addition to Article 19 (Change or Elimination of Fees, Scope and Conditions of Use, or Operations), if fees or other stipulations are changed due to a modification of the corporate membership agreement, those changes shall be observed.