

Conditions Governing Use of Safe

Article 1. Application of the Conditions These Conditions shall govern the guest's use of a particular safe (the "Safe") designated and provided by Hotel.

Article 2. Legal Classification of Content

A contract for the use of the Safe ("Contract") shall be considered to be one for the hiring without charge of the Safe and Hotel will not assume the obligation to have in its custody articles kept in the Safe by the guest.

Article 3. Duration of Contract

A Contract shall be in effect from the time when a User checks in the Safe (the "Personnel") until the User check-out of Hotel.

Article 4. Articles to be kept in the Safe

A User may keep the following articles in the Safe which is assigned to him/her:

- ① Money;
- ② Stock certificates, securities or other commercial instruments;
- ③ Bankbooks, contract documents or other important documents;
- ④ Jewelry or other valuable chattels
- ⑤ Other articles deemed as valuable as the articles listed above.

(Hotel, when it has a justifiable cause, may refuse its permission for a User to keep articles in the Safe even though such articles come under any one of Clauses in the precious Section.

Article 5. Immunity

When the opening and closing of the Safe is made pursuant to the request of a person who presents a key which is seemingly the same as the guest key for the Safe, the Personnel shall be deemed to have exercised due care and Hotel will not be liable for such opening and closing even when such a key is not the correct one or such a person is not the correct user. Hotel shall not be liable for any damages caused by a third party's use of safe.

Article 6. Vacating the Safe

If a User does not vacate the Safe upon check out, Hotel may open the Safe by any means which Hotel deems appropriate, may take the articles kept in the Safe in its custody or, deeming them abandoned, may sell them by the method and at the price it deems proper or may discard them when unassailable. The User shall not object to the above disposition made by Hotel.

The User shall pay the cost of the above disposition including the cost of attendance of any notary public or other third person if Hotel asks.

Article 7. Repair of the Safe

When for a justifiable reason, such as repair, Hotel asks User to vacate the Safe or to change the Safe, he/she is requested to comply with Hotel request.

Article 8. Emergency

When Hotel is ordered to open the Safe pursuant to any law or regulation, or in case of an emergency, such as a fire or the articles causing damage to the facilities of Hotel, Hotel may open the Safe by any way which Hotel deems appropriate or Hotel may take the best other suitable measures possible. However, Hotel shall not be liable for any damages incurred by a User caused by the above measures.

Article 9. Liability.

If the articles are destroyed, damaged or deteriorated because Hotel was prevented from responding to a User's request to open the Safe by a fire or earthquake or other reason beyond control of Hotel, the Hotel shall not be liable for such damages.

A User shall be liable for damages to the Hotel or to a third person caused by the storage of the articles in the Safe or by any act of the User to keep the articles in the Safe.