

MyJCB User Terms and Conditions (For Seven Bank) (Extract)

The terms and conditions are partially revised as follows (additions and changers are underlined).

Former provisions	New provisions
<u>Article 5 (J/Secure™)</u> <u>1. “J/Secure™” mentioned in Paragraph 1 of the preceding Article refers to an authentication service wherein, upon a user's application for the purchase of a product, etc. or the use of a service, etc. on a website, etc. operated by a store which accepts JCB cards as prescribed in the Debit Card Service Terms and Conditions (“Member Store”), while indicating thereon the mark “J/Secure™” specified by JCB and the Company and the content designated by JCB and the Company (“Member Store Website, etc.”), the user’s identity is authenticated by way of entry of the debit number, expiry date, etc. of the user’s debit card, and/or a password (“J/Secure™ Password”).</u> <u>2. After logging into MyJCB, you shall enter the information required on the relevant screen and register a J/Secure™ Password of your choice, to complete your registration for the use of J/Secure™.</u> <u>3. If JCB and the Company request you to enter a J/Secure™ Password pursuant to Paragraph 1 of this Article for the use of J/Secure™, and confirm that the J/Secure™ Password you have entered matches the J/Secure™ Password you registered in advance, they shall assume that the person who has entered the J/Secure™</u>	—

<u>Password is you, and notify the Member Store of the authentication results.</u> <u>4. You may cancel your registration for the use of J/Secure™ by applying therefor by the method prescribed by JCB and the Company.</u> <u>5. Your J/Secure™ Password and your MyJCB Password shall be one and the same. Therefore, the J/Secure™ Password registered by you in the registration process for the use of J/Secure™ shall also serve as your MyJCB Password.</u> <u>6. After logging in to MyJCB, you may change your J/Secure™ Password on the applicable screen. By changing your J/Secure™ Password, your MyJCB Password will also be automatically changed. Similarly, by changing your MyJCB Password, your J/Secure™ Password will also be automatically changed.</u>	
Article <u>6</u> (Notification to You) 1. Both the Company and JCB are entitled to use the email address registered by you by the method prescribed by JCB and the Company when sending notifications to you. 2. You shall ensure the operation of your registered email address, and notify JCB and the Company of any change to your email address by the method prescribed by JCB and the Company. If a notice sent by the Company or JCB to you is not received by you due to your failure to thus update your registered email address, such notice shall be deemed to have been received by you at the time at which such notice	Article <u>5</u> (Notification to You) 1. Both the Company and JCB are entitled to use the email address registered by you by the method prescribed by JCB and the Company when sending notifications to you. 2. You shall ensure the operation of your registered email address, and notify JCB and the Company of any change to your email address by the method prescribed by JCB and the Company. If a notice sent by the Company or JCB to you is not received by you due to your failure to thus update your registered email address, such notice shall be deemed to have been received by you at the time at which such notice

would have otherwise arrived; except when such failure was caused due to an unavoidable circumstances on your part.	would have otherwise arrived; except when such failure was caused due to an unavoidable circumstances on your part.
Article <u>7</u> (Information Provision Service to Specific Member Stores) You shall agree that, upon entering your ID and MyJCB Password at a certain Member Store (“Specific Member Store”), JCB will provide the Specific Member Store with the authentication results to the effect that the person who has entered that ID and MyJCB Password can be assumed to be you, or in some cases, also with your name, your debit number, the expiry date of your Card, your account number and other information. You shall be solely responsible for confirming matters such as the contents of the services provided by a Specific Member Store on its Member Store Website, etc., and shall enter into an agreement directly with the Specific Member Store. JCB and the Company shall be in no way responsible for such service contents, etc. or such agreement, etc.	Article <u>6</u> (Information Provision Service to Specific Member Stores) You shall agree that, upon entering your ID and MyJCB Password at a certain Member Store (“Specific Member Store”), JCB will provide the Specific Member Store with the authentication results to the effect that the person who has entered that ID and MyJCB Password can be assumed to be you, or in some cases, also with your name, your debit number, the expiry date of your Card, your account number and other information. You shall be solely responsible for confirming matters such as the contents of the services provided by a Specific Member Store on its Member Store Website, etc., and shall enter into an agreement directly with the Specific Member Store. JCB and the Company shall be in no way responsible for such service contents, etc. or such agreement, etc.
Article <u>8</u> (Suspension or Discontinuance of the Service) 1. In the event of an emergency such as a natural disaster or accident, or a threat of such emergency, JCB and the Company may take measures to suspend the provision of all or part of the Service without prior announcement or notice to you. 2. JCB and the Company may suspend the provision of all or part of the Service for a necessary period in order to take such measures as system maintenance required for the maintenance and management	Article <u>7</u> (Suspension or Discontinuance of the Service) 1. In the event of an emergency such as a natural disaster or accident, or a threat of such emergency, JCB and the Company may take measures to suspend the provision of all or part of the Service without prior announcement or notice to you. 2. JCB and the Company may suspend the provision of all or part of the Service for a necessary period in order to take such measures as system maintenance required for the maintenance and management

of the Service or for the maintenance of its security. In this case, JCB and the Company shall make a prior announcement on the homepage of the website predetermined by the Company or JCB or provide you with prior notice thereof; provided, however, that JCB and the Company may suspend the provision of all or part of the Service without prior announcement or notice in an emergency, including when ensuring security and avoiding concentration of system load. 3. Neither JCB nor the Company shall be held liable for any damages to you arising from the suspension of the Service pursuant to the two preceding paragraphs.	of the Service or for the maintenance of its security. In this case, JCB and the Company shall make a prior announcement on the homepage of the website predetermined by the Company or JCB or provide you with prior notice thereof; provided, however, that JCB and the Company may suspend the provision of all or part of the Service without prior announcement or notice in an emergency, including when ensuring security and avoiding concentration of system load. 3. Neither JCB nor the Company shall be held liable for any damages to you arising from the suspension of the Service pursuant to the two preceding paragraphs.
Article <u>9</u> (Your Responsibility for Management) <u>1. You shall keep the use and management of your ID and MyJCB Password and your J/Secure™ Password under strict control with the care of a good manager so as to prevent them from being known to others.</u> 2. Neither JCB nor the Company shall be held liable for any damages to you arising from the use of your ID and MyJCB Password by any third party, unless such use was caused by an intentional act or negligence on the part of JCB or the Company. <u>3. In the event of fraudulent use of your J/Secure™ Password by a third party, you shall promptly give notice thereof to JCB and the Company by the method prescribed by JCB and the Company, and cooperate with JCB and the Company in the investigation of the</u>	Article <u>8</u> (Your Responsibility for Management) <u>1. You shall keep your ID and MyJCB Password under strict control with the care of a good manager so that others will not know about the use and management thereof.</u> 2. Neither JCB nor the Company shall be held liable for any damages to you arising from the use of your ID and MyJCB Password by any third party, unless such use was caused by an intentional act or negligence on the part of JCB or the Company.

damage. If you are not responsible for such fraudulent use, you shall be released from the payment obligation of any card charge arising as a result of such fraudulent use, except when:

(1) you allowed the third party to use your J/Secure™ Password or otherwise failed to manage your J/Secure™ Password with the care of a good manager;

(2) such card charge is attributable to the use by any person related to you, including a member of your family or household, regardless of any intentional act or negligence on your part;

(3) you refuse to cooperate in the investigation of the damage, or you provide false information in your report in the course of such investigation;

(4) the product purchased, etc. has been delivered and received at your registered address, or the IP address or phone number of the purchaser is your residence, workplace, etc. or of someone related to you;

(5) the fraudulent use was caused as a result of your operational mistake, etc. or a failure, etc. of your Internet connection;

(6) the fraudulent use was caused as a result of the loss or theft of your J/Secure™ Password during an event of such significant social disorder as a war or an earthquake; or

(7) JCB and the Company determine on the basis of objective facts that the fraudulent use by the third party was actually performed by

<u>you.</u>	
Article <u>10</u> (Prohibited Acts) You shall not: <u>(1) assign to any third party or permit any third party to use your ID and MyJCB Password or your J/Secure™ Password;</u> <u>(2) use the ID and MyJCB Password or the J/Secure™ Password of any other person; or</u> (3) assign to any third party or permit any third party to succeed to the rights and/or obligations in connection with the Service.	Article <u>9</u> (Prohibited Acts) <u>You shall not:</u> <u>(1) assigning your ID and MyJCB Password to a third party or allowing a third party to use them.</u> <u>(2) using another person's ID and MyJCB Password.</u> (3) assign to any third party or permit any third party to succeed to the rights and/or obligations in connection with the Service.
Article <u>11</u> (Intellectual Property Rights, etc.) All copyrights, trademark rights and any other intellectual property rights in connection with the works, etc. comprising the contents of the Service and MyJCB website are the property of the Company, JCB or other right holders. You shall not infringe, or commit any act that may infringe, any of such rights.	Article <u>10</u> (Intellectual Property Rights, etc.) All copyrights, trademark rights and any other intellectual property rights in connection with the works, etc. comprising the contents of the Service and MyJCB website are the property of the Company, JCB or other right holders. You shall not infringe, or commit any act that may infringe, any of such rights.
Article <u>12</u> (Restriction on Use; Deregistration) JCB and the Company may deregister and invalidate your ID or restrict or suspend your use of the Service without prior advice or notice if: (1) you terminate the Debit Card Service pursuant to the Debit Card Service Terms and Conditions; (2) you are in violation of these Terms and Conditions; (3) you have made a false declaration in your registration for use;	Article <u>11</u> (Restriction on Use; Deregistration) JCB and the Company may deregister and invalidate your ID or restrict or suspend your use of the Service without prior advice or notice if: (1) you terminate the Debit Card Service pursuant to the Debit Card Service Terms and Conditions; (2) you are in violation of these Terms and Conditions; (3) you have made a false declaration in your registration for use;

(4) you failed to pay any accounts payable or perform any obligation in connection with the Debit Card Service; (5) you have caused a login error by entering your MyJCB Password incorrectly for a certain number of consecutive times; or (6) you are otherwise determined by JCB and the Company to be inappropriate to use the Service.	(4) you failed to pay any accounts payable or perform any obligation in connection with the Debit Card Service; (5) you have caused a login error by entering your MyJCB Password incorrectly for a certain number of consecutive times; or (6) you are otherwise determined by JCB and the Company to be inappropriate to use the Service.
Article 13 (Disclaimer) 1. While JCB and the Company shall adopt for use in the Service certain electronic devices, software, encryption technology, etc. of reasonable quality in accordance with the general standards of current technology and perform the maintenance and operation thereof, JCB and the Company shall in no way guarantee the integrity thereof. 2. Neither JCB nor the Company shall be liable for any damage incurred by you due to lost profits or special circumstances, unless such damage was caused by an intentional act or gross negligence on the part of JCB and the Company. Under no circumstances shall JCB or the Company be liable for any damage caused by special circumstances that are unforeseeable by JCB or the Company.	Article 12 (Disclaimer) 1. While JCB and the Company shall adopt for use in the Service certain electronic devices, software, encryption technology, etc. of reasonable quality in accordance with the general standards of current technology and perform the maintenance and operation thereof, JCB and the Company shall in no way guarantee the integrity thereof. 2. Neither JCB nor the Company shall be liable for any damage incurred by you due to lost profits or special circumstances, unless such damage was caused by an intentional act or gross negligence on the part of JCB and the Company. Under no circumstances shall JCB or the Company be liable for any damage caused by special circumstances that are unforeseeable by JCB or the Company.
Article 14 (Definitions) Any terms defined in the Debit Card Service Terms and Conditions are used in these Terms and Conditions with the same definition as was given therein, unless the context otherwise requires.	Article 13 (Definitions) Any terms defined in the Debit Card Service Terms and Conditions are used in these Terms and Conditions with the same definition as was given therein, unless the context otherwise requires.
Article 15 (Revision to Terms and Conditions)	Article 14 (Revision to Terms and Conditions)

1. The provisions of these Terms and Conditions and other conditions may be revised by posting the revision on the Bank's website or announcing it by any other appropriate method if there is any change in the financial conditions or any other due cause. 2. The revision referred to in the preceding paragraph shall apply from the date of commencement of application determined at the time of its announcement.	1. The provisions of these Terms and Conditions and other conditions may be revised by posting the revision on the Bank's website or announcing it by any other appropriate method if there is any change in the financial conditions or any other due cause. 2. The revision referred to in the preceding paragraph shall apply from the date of commencement of application determined at the time of its announcement.
Article 16 (Precedence of these Terms and Conditions) In case of any inconsistency between these Terms and Conditions and other terms and conditions, etc. prescribed by the Company and/or JCB in the course of the use of the Service, the former shall prevail.	Article 15 (Precedence of these Terms and Conditions) In case of any inconsistency between these Terms and Conditions and other terms and conditions, etc. prescribed by the Company and/or JCB in the course of the use of the Service, the former shall prevail.
Article 17 (Governing Law and Agreed Jurisdiction) 1. These Terms and Conditions shall be governed by the laws of Japan. 2. You and the Company shall submit to the exclusive jurisdiction of the Tokyo District Court of Japan with regard to any lawsuit arising between the two parties in connection with these Terms and Conditions. 3. You and JCB shall submit to the jurisdiction of a summary court or district court having jurisdiction over the location of the head office or the relevant branch or sales office of JCB with regard to any lawsuit arising between the two parties in connection with these Terms and Conditions.	Article 16 (Governing Law and Agreed Jurisdiction) 1. These Terms and Conditions shall be governed by the laws of Japan. 2. You and the Company shall submit to the exclusive jurisdiction of the Tokyo District Court of Japan with regard to any lawsuit arising between the two parties in connection with these Terms and Conditions. 3. You and JCB shall submit to the jurisdiction of a summary court or district court having jurisdiction over the location of the head office or the relevant branch or sales office of JCB with regard to any lawsuit arising between the two parties in connection with these Terms and Conditions.