

Debit Card Service Terms and Conditions (Extract)

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

Former provisions	New provisions
Article 9 (Ancillary Services) 1. You are entitled to use the services and privileges (“Ancillary Services”) provided by the Company, JCB or the third parties affiliated with the Company or JCB (“Service Providers”) by the methods prescribed by the Company, JCB or Service Providers. The Ancillary Services available to you and their contents shall be notified or announced by the Company in writing or other means. 2. You shall comply with the terms and conditions, etc., if any, regarding the use and other matters concerning the Ancillary Services. You may no longer be entitled to use such Ancillary Services if you violate any of these Terms and Conditions or the terms and conditions, etc. regarding the use and other matters concerning the Ancillary Services, or if the Company, JCB or any of the Service Providers reasonably determines	Article 9 (Ancillary Services) 1. You are entitled to use the services and privileges (“Ancillary Services”) provided by the Company, JCB or the third parties affiliated with the Company or JCB (“Service Providers”) by the methods prescribed by the Company, JCB or Service Providers. The Ancillary Services available to you and their contents shall be notified or announced by the Company in writing or other means. 2. You shall comply with the terms and conditions, etc., if any, regarding the use and other matters concerning the Ancillary Services. You may no longer be entitled to use such Ancillary Services if you violate any of these Terms and Conditions or the terms and conditions, etc. regarding the use and other matters concerning the Ancillary Services, or if the Company, JCB or any of the Service Providers reasonably determines

your use of the Service or the Ancillary Services to be inappropriate. 3. The Ancillary Services and their contents are subject to change by the Company, JCB or a Service Provider wherever deemed necessary by the relevant party.	your use of the Service or the Ancillary Services to be inappropriate. <u>3. You are entitled to use the website titled “MyJCB” (“MyJCB”) by registering with the website pursuant to the provisions of the “MyJCB User Terms and Conditions (For Seven Bank)” if the Company or JCB allows you. Upon applying for or without delay after applying for the Service, you shall give consent to the “MyJCB User Terms and Conditions (For Seven Bank),” and conduct the procedure prescribed by the Company to register with MyJCB or make efforts to maintain the registration.</u> 4. The Ancillary Services and their contents are subject to change by the Company, JCB or a Service Provider wherever deemed necessary by the relevant party.
Article 13 (Change of Registered Matters) 1. You shall promptly notify the Company of any change in any of the matters registered by you with the Company, including your name, address, phone number, email address,	Article 13 (Change of Registered Matters) 1. You shall promptly notify the Company of any change in any of the matters registered by you with the Company, including your name, address, phone number, email address, occupation and place of employment (“Registered Matters”),

occupation and place of employment (“Registered Matters”), by the method prescribed by the Company.

2. Even if a change notification as required under the preceding paragraph is not made, if the Company reasonably determines, based on personal or other information about you that the Company acquired legally and properly, that there has been a change in any of the Registered Matters, such Registered Matter may be handled as if a change notification as required under the preceding paragraph thereto has been made by you. You shall raise no objection to such handling by the Company of such Registered Matters. If the Company requests you to acknowledge the occurrence or absence of any change in the Registered Matters, you shall respond to such request.

3. In the event of any delayed or failed arrival of any notice, document, etc. sent by the Company due to your failure to make a notification under Paragraph 1 above, such notice, document, etc. shall be deemed to have arrived at the time at which such notice, etc. would have otherwise arrived, except

by the method prescribed by the Company. If the Company requests you to submit documents that prove your Registered Matters (including those concerning changes), you shall submit such documents to the Company. If you do not submit the documents, the Company may suspend or restrict your use of your Card.

2. Even if a change notification as required under the preceding paragraph is not made, if the Company reasonably determines, based on personal or other information about you that the Company acquired legally and properly, that there has been a change in any of the Registered Matters, such Registered Matter may be handled as if a change notification as required under the preceding paragraph thereto has been made by you. You shall raise no objection to such handling by the Company of such Registered Matters. If the Company requests you to acknowledge the occurrence or absence of any change in the Registered Matters, you shall respond to such request.

3. In the event of any delayed or failed arrival of any notice, document, etc. sent by the Company due to your failure to

when your failure to give notice under Paragraph 1 was caused due to an unavoidable circumstance.	make a notification under Paragraph 1 above, such notice, document, etc. shall be deemed to have arrived at the time at which such notice, etc. would have otherwise arrived, except when your failure to give notice under Paragraph 1 was caused due to an unavoidable circumstance.
Article 16 (Customer Identification) Upon receiving your application for the Service, the Company shall conduct such customer identification procedure as required pursuant to laws and regulations by the method prescribed by the Company. If such customer identification procedure cannot be completed within a period prescribed by the Company, the Company may reject your application or restrict or terminate your use of the Service.	Article 16 (Customer Identification) <u>1.</u> Upon receiving your application for the Service, the Company shall conduct such customer identification procedure as required pursuant to laws and regulations by the method prescribed by the Company. If such customer identification procedure cannot be completed within a period prescribed by the Company, the Company may reject your application or restrict or terminate your use of the Service. <u>2. After you make an application for the Service, the Company may make inquiries with you or request you to submit documents in order to appropriately verify the information you have notified or reported to the Company and the details of transactions involving the use of the Card. Your refusal or</u>

	<u>delay in responding to the Company's request without good reason shall not be allowed.</u> <u>3. Your refusal or delay in submitting documents or failure to give sufficient response may result in the suspension or restriction of your use of your Card.</u>
Article 21 (Consent to Assignment of Accounts Receivable and Consignment of Advance Payment) <u>1. In the case where an agreement between any of JCB or JCB's partner or affiliated company and a Member Store is one for assignment of accounts receivable, you consent to the following in advance with no objection with regard to accounts receivable for charges for your Use of Debit Shopping. An assignment of any account receivable may be made via a third party preapproved by JCB:</u> <u>(1) The account receivable is assigned by the Member Store to JCB, to whom an advance payment for such amount is to be made by the Company; and</u> <u>(2) The account receivable is assigned by the Member Store to a partner or affiliated company of JCB, to whom an advance</u>	Article 21 (Consent to Assignment of Accounts Receivable and Consignment of Advance Payment) <u>1.</u> In the case where an agreement between any of JCB or JCB's partner or affiliated company and a Member Store is one for advance payment, you consent to the following in advance with no objection with regard to accounts receivable for charges for your Use of Debit Shopping. An advance payment to the Member Store may be made via a third party preapproved by JCB: (1) An account receivable is paid in advance to the Member Store by JCB, to whom an advance payment for such amount is to be made by the Company; and (2) An account receivable is paid in advance to the Member Store by a partner or affiliated company of JCB, to whom an

payment for such amount is to be made by JCB, to whom an advance payment for such amount is to be made in turn by the Company.

2. In the case where an agreement between any of JCB or JCB's partner or affiliated company and a Member Store is one for advance payment, you consent to the following in advance with no objection with regard to accounts receivable for charges for your Use of Debit Shopping. An advance payment to the Member Store may be made via a third party preapproved by JCB:

(1) An account receivable is paid in advance to the Member Store by JCB, to whom an advance payment for such amount is to be made by the Company; and

(2) An account receivable is paid in advance to the Member Store by a partner or affiliated company of JCB, to whom an advance payment for such amount is to be made by JCB, to whom an advance payment for such amount is to be made in turn by the Company.

3. You shall pay the charge for any Use of Debit Shopping to the Company pursuant to Article 22 or Article 24 hereof,

advance payment for such amount is to be made by JCB, to whom an advance payment for such amount is to be made in turn by the Company.

2. You shall pay the charge for any Use of Debit Shopping to the Company pursuant to Article 22 or Article 24 hereof, whether or not any such advance payment as set forth in Paragraph 1 has been made by and between each of the Company, JCB, JCB's partner or affiliated company and the relevant Member Store.

3. The ownership of a product purchased at a Member Store through your Use of Debit Shopping shall be transferred between, and retained by, each of the Company, JCB, JCB's partner or affiliated company, as well as the Member Store, as relevant in the course of the advance payment of such accounts receivable as described in Paragraph 1 by and between each of such parties, until the Company withdraws all of the amount equivalent to accounts payable for sales transactions, etc. from your Ordinary Deposit Account.

whether or not any such <u>assignment of accounts receivable or</u> advance payment as set forth in Paragraph 1 <u>or 2</u> above has been made by and between each of the Company, JCB, JCB's partner or affiliated company and the relevant Member Store. 4. The ownership of a product purchased at a Member Store through your Use of Debit Shopping shall be transferred in between, and retained by, each of the Company, JCB, JCB's partner or affiliated company, as well as the Member Store, as relevant in the course of <u>the assignment or</u> the advance payment of such accounts receivable as described in Paragraph 1 <u>or 2</u> above by and between each of such parties, until the Company withdraws all of the amount equivalent to accounts payable for sales transactions, etc. from your Ordinary Deposit Account.	
Article 22 (Method of Settlement of Debit Transactions) 1. When you purchase a product/right or a service from a Member Store by presenting your Card or submitting your Card Information to such Member Store or otherwise in accordance with the provisions of Article 20, Paragraphs 1 through 3, a Debit Transaction for such purchase shall take effect, subject to the conditions precedent that the Member	Article 22 (Method of Settlement of Debit Transactions) 1. When you purchase a product/right or a service from a Member Store by presenting your Card or submitting your Card Information to such Member Store or otherwise in accordance with the provisions of Article 20, Paragraphs 1 through 3, a Debit Transaction for such purchase shall take effect, subject to the conditions precedent that the Member

Store sends such information as your Card Information and the amount charged for such Debit Transaction to the Company online or via any other method prescribed by the Company, and that a text message indicating the approval of such transaction is displayed on the terminal or computer connecting the Company and such Member Store or the approval of the transaction is notified by any other method prescribed by the Company.

2. When you intend to make a Debit Transaction to pay fees for telecommunication or any other ongoing services that are incurred regularly by way of registering your Card Information with the relevant Registration Type Member Store pursuant to Article 20, Paragraph 4, a Debit Transaction for such payment shall take effect, subject to the conditions precedent that, every time your billing amount is fixed, the Registration Type Member Store sends such information as your Card Information and the amount charged for the Debit Transaction to the Company online or via any other method prescribed by the Company, and either that a text message indicating the approval of such

Store sends such information as your Card Information and the amount charged for such Debit Transaction to the Company online or via any other method prescribed by the Company, and that a text message indicating the approval of such transaction is displayed on the terminal or computer connecting the Company and such Member Store or the approval of the transaction is notified by any other method prescribed by the Company.

2. When you intend to make a Debit Transaction to pay fees for telecommunication or any other ongoing services that are incurred regularly by way of registering your Card Information with the relevant Registration Type Member Store pursuant to Article 20, Paragraph 4, a Debit Transaction for such payment shall take effect, subject to the conditions precedent that, every time your billing amount is fixed, the Registration Type Member Store sends such information as your Card Information and the amount charged for the Debit Transaction to the Company online or via any other method prescribed by the Company, and either that a text message indicating the approval of such

transaction is displayed on the terminal or computer connecting the Company and the Member Store or that the information of confirmed sales associated with such Debit Transaction arrives at the Company. In this case, you agree in advance that the retention procedure prescribed in the following paragraph may take place prior to the due date for your account payable to the Registration Type Member Store as set forth in the agreement with you and the Registration Type Member Store.

3. Upon the closing of a Debit Transaction under the provision of either Paragraph 1 or 2 above, you are deemed to have instructed the Company to withdraw the amount equivalent to accounts payable for sales transactions, etc. from your deposit and consigned to the Company the payment of the amount equivalent to accounts payable therefor from your deposit. The Company shall then withdraw, without delay, the due amount from your Ordinary Deposit Account, in accordance with the information concerning the use of the Debit Transaction sent from the Member Store to the Company ("Card Use Information") (Such procedure is

transaction is displayed on the terminal or computer connecting the Company and the Member Store or that the information of confirmed sales associated with such Debit Transaction arrives at the Company. In this case, you agree in advance that the retention procedure prescribed in the following paragraph may take place prior to the due date for your account payable to the Registration Type Member Store as set forth in the agreement with you and the Registration Type Member Store.

3. Upon the closing of a Debit Transaction under the provision of either Paragraph 1 or 2 above, you are deemed to have instructed the Company to withdraw the amount equivalent to accounts payable for sales transactions, etc. from your deposit and consigned to the Company the payment of the amount equivalent to accounts payable therefor from your deposit. The Company shall then withdraw, without delay, the due amount from your Ordinary Deposit Account, in accordance with the information concerning the use of the Debit Transaction sent from the Member Store to the Company ("Card Use Information") (Such procedure is

hereinafter referred to as the “Retention Procedure,” and an amount withdrawn for the Retention Procedure as the “Retained Amount.”).

4. With regard to the Retention Procedure, the Company shall make withdrawal in connection thereto without any procedure on your part, notwithstanding the “Seven Bank Banking Terms and Conditions” or the “Ordinary Deposit Terms and Conditions”.

5. If the receipt by the Company of the Card Use Information was delayed due to communication errors, etc., the Company shall take the Retention Procedure for such Card Use Information after receiving same.

6. If the Company receives the information of confirmed sales associated with a Debit Transaction from a Member Store following the completion of a Retention Procedure, the Company shall use the Retained Amount to make an advance payment of the amount equivalent to accounts payable for sales transactions, etc. stated in such information of confirmed sales by either of the methods prescribed in Article 21, Paragraph 1 or 2. If the amount equivalent to accounts

hereinafter referred to as the “Retention Procedure,” and an amount withdrawn for the Retention Procedure as the “Retained Amount.”).

4. With regard to the Retention Procedure, the Company shall make withdrawal in connection thereto without any procedure on your part, notwithstanding the “Seven Bank Banking Terms and Conditions” or the “Ordinary Deposit Terms and Conditions”.

5. If the receipt by the Company of the Card Use Information was delayed due to communication errors, etc., the Company shall take the Retention Procedure for such Card Use Information after receiving same.

6. If the Company receives the information of confirmed sales associated with a Debit Transaction from a Member Store following the completion of a Retention Procedure, the Company shall use the Retained Amount to make an advance payment of the amount equivalent to accounts payable for sales transactions, etc. stated in such information of confirmed sales by either of the methods prescribed in Article 21, Paragraph 1. If the amount equivalent to accounts payable

payable for sales transactions, etc. based on such received information of confirmed sales is less than the Retained Amount, an amount equivalent to the difference will be returned to your Ordinary Deposit Account. The amount of accounts payable for sales transactions, etc. based on such received information of confirmed sales exceeding the Retained Amount shall be processed in accordance with Article 24, Paragraph 1.

7. If the Company only receives information of confirmed sales but no Card Use Information due to communication errors or otherwise, the Company shall withdraw the amount equivalent to accounts payable for sales transactions, etc. stated in such information of confirmed sales from your Ordinary Deposit Account after the arrival thereof, and then make an advance payment for such amount by either of the methods prescribed in Article 21, Paragraph 1 or 2. The amount of accounts payable for sales transactions, etc. based on such information of confirmed sales exceeding the balance of your Ordinary Deposit Account shall be processed in accordance with Article 24, Paragraph 2.

for sales transactions, etc. based on such received information of confirmed sales is less than the Retained Amount, an amount equivalent to the difference will be returned to your Ordinary Deposit Account. The amount of accounts payable for sales transactions, etc. based on such received information of confirmed sales exceeding the Retained Amount shall be processed in accordance with Article 24, Paragraph 1.

7. If the Company only receives information of confirmed sales but no Card Use Information due to communication errors or otherwise, the Company shall withdraw the amount equivalent to accounts payable for sales transactions, etc. stated in such information of confirmed sales from your Ordinary Deposit Account after the arrival thereof, and then make an advance payment for such amount by either of the methods prescribed in Article 21, Paragraph 1. The amount of accounts payable for sales transactions, etc. based on such information of confirmed sales exceeding the balance of your Ordinary Deposit Account shall be processed in accordance with Article 24, Paragraph 2.

8. If you cancel a Debit Transaction by returning a product or cancelling a service, etc. after the completion of a Retention Procedure, the Company shall return the relevant Retained Amount to your Ordinary Deposit Account on a later date through the prescribed procedure if, and only if, the relevant Member Store processes such cancelling of the Debit Transaction through the method prescribed by the Company.

9. During a period following the completion of the Retention Procedure until the Company makes an advance payment by either of the methods prescribed in Article 21, Paragraph 1 or 2, the Company may, upon your request or at its discretion, return the Retained Amount to your Ordinary Deposit Account provided that the Company determines it particularly necessary.

10. If, following the completion of a Retention Procedure, the relevant information of confirmed sales fails to arrive from the Member Store, the Company shall return the Retained Amount to your Ordinary Deposit Account upon the elapse of a certain period; provided, however, that Paragraph 7 shall

8. If you cancel a Debit Transaction by returning a product or cancelling a service, etc. after the completion of a Retention Procedure, the Company shall return the relevant Retained Amount to your Ordinary Deposit Account on a later date through the prescribed procedure if, and only if, the relevant Member Store processes such cancelling of the Debit Transaction through the method prescribed by the Company.

9. During a period following the completion of the Retention Procedure until the Company makes an advance payment by either of the methods prescribed in Article 21, Paragraph 1, the Company may, upon your request or at its discretion, return the Retained Amount to your Ordinary Deposit Account provided that the Company determines it particularly necessary.

10. If, following the completion of a Retention Procedure, the relevant information of confirmed sales fails to arrive from the Member Store, the Company shall return the Retained Amount to your Ordinary Deposit Account upon the elapse of a certain period; provided, however, that Paragraph 7 shall

apply if the information of confirmed sales arrives from the Member Store thereafter. 11. No interest shall be accrued and paid by the Company to any amount to be returned to your Ordinary Deposit Account pursuant to this provision.	apply if the information of confirmed sales arrives from the Member Store thereafter. 11. No interest shall be accrued and paid by the Company to any amount to be returned to your Ordinary Deposit Account pursuant to this provision.
Article 24 (Settlement Failure of Debit Transaction, etc. Due to Insufficient Balance in Ordinary Deposit Account, etc.) 1. In the event that, due to the sales processing procedure by the relevant Member Store or otherwise, the amount equivalent to accounts payable for sales transactions, etc. based on certain information of confirmed sales that arrived at the Company exceeds the Retained Amount based on the relevant Card Use Information, the Company shall withdraw the difference between the amount equivalent to accounts payable for sales transactions, etc. and the Retained Amount (“Additional Withdrawal Amount”) from your Ordinary Deposit Account, in addition to and separately from the Retained Amount, and shall pay in advance the full amount equivalent to accounts payable for sales transactions, etc. based on the information of confirmed sales (i.e., a sum of the	Article 24 (Settlement Failure of Debit Transaction, etc. Due to Insufficient Balance in Ordinary Deposit Account, etc.) 1. In the event that, due to the sales processing procedure by the relevant Member Store or otherwise, the amount equivalent to accounts payable for sales transactions, etc. based on certain information of confirmed sales that arrived at the Company exceeds the Retained Amount based on the relevant Card Use Information, the Company shall withdraw the difference between the amount equivalent to accounts payable for sales transactions, etc. and the Retained Amount (“Additional Withdrawal Amount”) from your Ordinary Deposit Account, in addition to and separately from the Retained Amount, and shall pay in advance the full amount equivalent to accounts payable for sales transactions, etc. based on the information of confirmed sales (i.e., a sum of the

Retained Amount and the Additional Withdrawal Amount) by either of the methods prescribed in Article 21, Paragraph 1 or 2. At this time, if the balance in your Ordinary Deposit Account is less than the Additional Withdrawal Amount, the Company shall claim by the method prescribed by the Company your repayment of the Additional Withdrawal Amount in full, which you shall repay promptly.

2. In the case of Article 22, Paragraph 7, if the balance on your Ordinary Deposit Account is less than the amount equivalent to accounts payable for sales transactions, etc. based on the information of confirmed sales, the Company shall claim by the method prescribed by the Company your repayment of the amount equivalent to accounts payable for sales transactions, etc. in full, which you shall repay promptly.

3. If an amount equivalent to accounts payable for sales transactions, etc. stated in certain Card Use Information that arrives at the Company during a period of system downtime exceeds the balance in your Ordinary Deposit Account at the time when the Retention Procedure is performed therefor after the system resumes operation, the Company shall not

Retained Amount and the Additional Withdrawal Amount) by either of the methods prescribed in Article 21, Paragraph 1. At this time, if the balance in your Ordinary Deposit Account is less than the Additional Withdrawal Amount, the Company shall claim by the method prescribed by the Company your repayment of the Additional Withdrawal Amount in full, which you shall repay promptly.

2. In the case of Article 22, Paragraph 7, if the balance on your Ordinary Deposit Account is less than the amount equivalent to accounts payable for sales transactions, etc. based on the information of confirmed sales, the Company shall claim by the method prescribed by the Company your repayment of the amount equivalent to accounts payable for sales transactions, etc. in full, which you shall repay promptly.

3. If an amount equivalent to accounts payable for sales transactions, etc. stated in certain Card Use Information that arrives at the Company during a period of system downtime exceeds the balance in your Ordinary Deposit Account at the time when the Retention Procedure is performed therefor after the system resumes operation, the Company shall not

perform a Retention Procedure based on such Card Use Information, but instead shall make advance payment by either of the methods prescribed in Article 21, Paragraph 1 or 2, and claim by the method prescribed by the Company your repayment of the amount equivalent to accounts payable for sales transactions, etc. in full, which you shall repay promptly.

4. If any accounts payable are incurred by you to the Company pursuant to Paragraphs 1 through 3, and if any accounts payable are incurred by you to the Company for other Debit Transactions at the same time, the Company shall be entitled to determine at its own discretion the order in which the amount to be repaid by you will be appropriated. If, in addition to any accounts payable by you to the Company under these Terms and Conditions, there are any accounts payable by you to the Company or any demands for payment, etc. from other companies, the Company shall be entitled to determine at its own discretion the order in which the amount to be repaid by you will be appropriated in paying off such accounts payable to the Company and demands for payment, etc. from other companies.

perform a Retention Procedure based on such Card Use Information, but instead shall make advance payment by either of the methods prescribed in Article 21, Paragraph 1, and claim by the method prescribed by the Company your repayment of the amount equivalent to accounts payable for sales transactions, etc. in full, which you shall repay promptly.

4. If any accounts payable are incurred by you to the Company pursuant to Paragraphs 1 through 3, and if any accounts payable are incurred by you to the Company for other Debit Transactions at the same time, the Company shall be entitled to determine at its own discretion the order in which the amount to be repaid by you will be appropriated. If, in addition to any accounts payable by you to the Company under these Terms and Conditions, there are any accounts payable by you to the Company or any demands for payment, etc. from other companies, the Company shall be entitled to determine at its own discretion the order in which the amount to be repaid by you will be appropriated in paying off such accounts payable to the Company and demands for payment, etc. from other companies.

5. In the event of your failure to repay within the number of days prescribed by the Company any account payable by you to the Company incurred under any of Paragraphs 1 through 3, such account payable shall be repaid in full by way of withdrawal from your Ordinary Deposit Account on the date designated by the Company. If the applicable amount from your Ordinary Deposit Account cannot be withdrawn due to insufficient balance or otherwise and as a result you fail to repay the account payable in full, JCB shall fulfill the guaranteed obligation under the Consignment Terms and Conditions for Debit Card Service Guarantee.	5. In the event of your failure to repay within the number of days prescribed by the Company any account payable by you to the Company incurred under any of Paragraphs 1 through 3, such account payable shall be repaid in full by way of withdrawal from your Ordinary Deposit Account on the date designated by the Company. If the applicable amount from your Ordinary Deposit Account cannot be withdrawn due to insufficient balance or otherwise and as a result you fail to repay the account payable in full, JCB shall fulfill the guaranteed obligation under the Consignment Terms and Conditions for Debit Card Service Guarantee.
Article 28 (Termination, etc.) 1. You may apply for the termination of the Service by the method prescribed by the Company. You shall remain liable for the obligations to the Company arising under these Terms and Conditions even after applying for the termination. 2. If you fail to accept or receive a Card issued and sent by the Company within a reasonable period of time, the Company may treat such Card on the assumption that you have applied for the termination thereof.	Article 28 (Termination, etc.) 1. You may apply for the termination of the Service by the method prescribed by the Company. You shall remain liable for the obligations to the Company arising under these Terms and Conditions even after applying for the termination. 2. If you fail to accept or receive a Card issued and sent by the Company within a reasonable period of time, the Company may treat such Card on the assumption that you have applied for the termination thereof.

3. The Company may terminate the Service by the method prescribed by the Company without prior notice if you fall under any one of the categories described in the items below; provided, however, that you shall remain responsible under these Terms and Conditions to pay all accounts payable by you to the Company after the termination of the Service, and to pay for any use of your Card following the termination of the Service:

- (1) When you have made a false statement in the application for the Service;
- (2) When you fail to repay the accounts payable by you to the Company, including the obligations set forth in Article 24;
- (3) When JCB reasonably determines that there have been material changes in your credit status after the fulfillment by JCB of the guaranteed obligation, or JCB terminates its guarantee;
- (4) When you materially violate any of the Terms and Conditions;
- (5) When the Company determines that your use of the Service is not appropriate;

3. The Company may terminate the Service by the method prescribed by the Company without prior notice if you fall under any one of the categories described in the items below; provided, however, that you shall remain responsible under these Terms and Conditions to pay all accounts payable by you to the Company after the termination of the Service, and to pay for any use of your Card following the termination of the Service:

- (1) When you have made a false statement in the application for the Service;
- (2) When you fail to repay the accounts payable by you to the Company, including the obligations set forth in Article 24;
- (3) When JCB reasonably determines that there have been material changes in your credit status after the fulfillment by JCB of the guaranteed obligation, or JCB terminates its guarantee;
- (4) When you materially violate any of the Terms and Conditions;
- (5) When the Company determines that your use of the Service is not appropriate;

(6) When your Card expires without the Company issuing a Renewal Card;

(7) When you fall under any of the categories described in the items of Article 17, Paragraph 3; or

(8) When the inheritance commences with regard to you.

4. If you fall under any of the categories described in the preceding paragraph and have deposits and/or other claims against the Company, the Company is entitled to set off such claims at any time against the accounts payable by you to the Company arising from these Terms and Conditions, regardless of the expiry dates for such claims.

5. If you fall under any of the categories described in Paragraph 3 above, the Company may, through JCB, notify Member Stores of the invalidity of your Card.

6. If you fall under any of the categories described in Paragraph 3 above and the Company requests you to return your Card by the method prescribed by the Company, you shall immediately return your Card.

7. Even if you do not fall under any of the categories described in Paragraph 3 above, if you are or are likely to be in violation

(6) When your Card expires without the Company issuing a Renewal Card;

(7) When you fall under any of the categories described in the items of Article 17, Paragraph 3; or

(8) When the inheritance commences with regard to you.

(9) When you fail to submit documents as requested under the second sentence of Article 13, Paragraph 1, or you fail to respond or give sufficient response to the Company's request under Article 16, Paragraph 2; or

(10) When it is found that your use of your Card violates laws or regulations or goes against public order or morality or that your Card is used for any act that violates laws or regulations or goes against public order or morality, or it is found that these incidents are likely to occur.

4. If you fall under any of the categories described in the preceding paragraph and have deposits and/or other claims against the Company, the Company is entitled to set off such claims at any time against the accounts payable by you to the Company arising from these Terms and Conditions, regardless of the expiry dates for such claims.

of any of these Terms and Conditions or if the Company determines that your use of the Services is not appropriate based on your usage thereof, your credit status, etc., either of the Company or JCB may suspend or restrict your use of the Service without prior notice.

5. If you fall under any of the categories described in Paragraph 3 above, the Company may, through JCB, notify Member Stores of the invalidity of your Card.

6. If you fall under any of the categories described in Paragraph 3 above and the Company requests you to return your Card by the method prescribed by the Company, you shall immediately return your Card.

7. Even if you do not fall under any of the categories described in Paragraph 3 above, if you are or are likely to be in violation of any of these Terms and Conditions or if the Company determines that your use of the Services is not appropriate based on your usage thereof, your credit status, etc., either of the Company or JCB may suspend or restrict your use of the Service without prior notice.

8. If you commit or have a third party commit any of the acts set forth in (1) to (5) below toward an officer or employee of the Company or the Company's contractor, either of the Company or JCB may suspend or restrict your use of the Service without prior notice.

	<u>(1) Use of abusive language, slander, coercive behavior, sexual behavior, behavior that attacks the personality of an officer or employee or offensive behavior or demand to an officer or employee;</u> <u>(2) Restraint for a long period of time (including restraint by telephone), repeating acts for the same purpose, persistent inquiries or demands, or demand for response that could interfere with the work of an officer or employee;</u> <u>(3) In addition to the acts set forth in (1) and (2) above, acts which are likely to harm the physical or mental conditions or working environment of an officer or employee;</u> <u>(4) Demand for money or property without legal grounds, demand for special treatment; or</u> <u>(5) In addition to the acts set forth in (1) to (4) above, an act committed to fulfill a demand by an inappropriate means or in an inappropriate manner according to social norms in light of the validity of the demand.</u>
Article 29 (Assignment of Responsibility at the Time of Loss, Theft, etc. of Card)	Article 29 (Assignment of Responsibility at the Time of Loss, Theft, etc. of Card)

1. If your Card is used by a third party as a result of the loss or theft thereof or otherwise, you shall be held responsible for the payment of any charges for such usage of the Card.

2. Notwithstanding Paragraph 1 above, if you promptly notify the fact of such loss or theft to the Company as well as to the local police station and submit a report of the loss or theft by the method prescribed by the Company, the Company shall release you from paying any accounts payable incurred within sixty (60) days prior to the date of such report up the amount prescribed by the Company, except where:

(1) you are in violation of Article 5;

(2) your Card was used by any person related to you, including a member of your family or household;

(3) such loss or theft was caused due to your or your statutory agent's intentional wrongdoing, gross negligence or legal violation;

(4) the content of such report submitted to the Company was false;

(5) you fail to submit a report of loss or theft of your Card or any other document prescribed by the Company, or you refuse

1. If your Card or card number, etc. is used by a third party as a result of the loss, theft or fraudulent acquisition of the Card, you shall be held responsible for the payment of any charges for such use of the Card.

2. Notwithstanding Paragraph 1, if you lose the possession of your Card while not intending to do so (meaning the case of the loss of possession due to the loss or theft of the Card), and you notify the Company of the fact of such loss or theft by the method prescribed by the Company immediately after becoming aware of such fact or its likelihood (or as quickly as possible if there are circumstances that make it impossible to provide notification immediately), report to the local police station, and submit a report of the loss or theft to the Company by the method prescribed by the Company, the Company shall release you from paying any charges incurred due to the use of your Card or card number, etc. by a person other than you within sixty (60) days prior to the date of such notification to the Company, up to the amount prescribed by the Company.

to cooperate with the Company, etc. in the investigation of damage;

(6) the PIN registered by you was keyed correctly when your Card was used (except where you committed no intentional wrongdoing or negligence in the safekeeping of such PIN);

(7) the loss or theft occurred during a period of significant disturbance of social order, such as war or earthquake; or

(8) the loss or theft occurred in a situation in violation of these Terms and Conditions.

3. You shall not be responsible for the payment of any charges for a counterfeit card (which refers to a card or any other thing similar to but not the Card issued by the Company and lent to you).

4. Notwithstanding the preceding paragraph, you shall be held responsible for the payment of any charges for a counterfeit card if the creation or use thereof is attributable to your intentional wrongdoing or negligence.

5. You shall provide such cooperation as requested by the Company in its investigation required for a use or a possible use of your Card or the Card Information by a third party as a

3. If you are acquainted with the person who stole your Card or used your Card or card number, etc. (except when you pay the charges for the use of the Card under this Article), you shall cooperate with the Company to the fullest extent in response to its request to have that person pay compensation for damage to the Company.

4. Notwithstanding Paragraph 2, if you fall under any of the following, you shall not be released from paying the charges for the use of the Card and you shall pay the charges to the Company under Paragraph 1:

(1) you are in violation of Article 5;

(2) Your Card or card number, etc. was used by a member of your family or your relative (regardless of whether they live with you), any person who lives with you, your statutory agent, the caretaker of your house or any other person who takes care of you or your family based on your request or consent, or any equivalent person related to you (“person related to you”), regardless of whether you are negligent in the safekeeping of your Card or card number, etc. and whether you are in violation of the Terms and Conditions;

result of loss, theft, counterfeit or alteration of your Card or otherwise by submitting documents, answering questions in a fact-finding interview, etc.

(3) The loss or theft was caused due to the intentional wrongdoing or gross negligence of you or any person related to you, such as in cases where: you repeat negligence of a similar nature or you experience the loss or theft repeatedly; you put your Card away from you in a place which can be accessed by a third party or under circumstances where it is not difficult for a third party to steal your Card; or any equivalent cases;

(4) You fail to submit the documents requested by the Company or fail to cooperate with the Company, etc. in the investigation of damage (including, but not limited to, confirmation of the details of the situation and submission of evidence);

(5) False information is included in the notification to the Company, the report to the police station or the report of the loss or theft prescribed by the Company under Paragraph 2, or in the documents or the answer to the investigation under (4) of this Paragraph, or you fail to notify the Company of the important matters;

(6) You are in violation of Paragraph 3;

(7) The PIN registered by you or any other of your authentication information (meaning various passwords, etc.; hereinafter the same) was entered when your Card or card number, etc. was used (except where you committed no intentional wrongdoing or negligence in the safekeeping of such PIN or other authentication information);
(8) The loss or theft occurred during a period of significant disturbance of social order, such as war or earthquake; or
(9) the loss or theft occurred in a situation in violation of these Terms and Conditions.

5. You shall not be responsible for the payment of any charges for a counterfeit card (which refers to a card or any other thing similar to but not the Card issued by the Company and lent to you).

6. Notwithstanding the preceding paragraph, you shall be held responsible for the payment of any charges for a counterfeit card if the creation or use thereof is attributable to your intentional wrongdoing or negligence.

7. You shall provide such cooperation as requested by the Company in its investigation required for a use or a possible

	use of your Card or the Card Information by a third party as a result of loss, theft, counterfeit or alteration of your Card or otherwise by submitting documents, answering questions in a fact-finding interview, etc.
	<u>Article 30 (Misuse of Card Number, etc.)</u> <u>1. If your card number, etc. is used by a third party as a result of the loss, theft or fraudulent acquisition (“loss, theft, etc.”) of the card number, etc., you shall be held responsible for the payment of any charges for such use of the card number, etc.</u> <u>2. Notwithstanding the preceding paragraph, if you notify the Company of the fact of the loss, theft, etc. of your card number, etc. or the fact of the misuse of the card number, etc. by a third party, by the method prescribed by the Company, immediately after becoming aware of such fact or its likelihood (or as quickly as possible if there are circumstances that make it impossible to provide notification immediately), and submit a report of the loss, theft, etc. prescribed by the Company at its request, the Company shall release you from paying any charges incurred due to the “exempted use of the</u>

Card” as set out in the following paragraph out of the charges incurred due to the misuse by a third party of the card number, etc. of which the Company has been notified.

3. In the event that your card number, etc. is misused by a third party, if you notify the Company of such misuse under the preceding paragraph within sixty (60) days from the day on which the statements of Debit Transactions are provided on MyJCB, the use of the Card regarding which information is recorded in those statements shall be treated as the “exempted use of the Card” and you shall be exempted from the responsibility for the payment of the charges for the use of the Card under the preceding paragraph.

4. If you are acquainted with the person who stole or fraudulently acquired your card number, etc. or used the card number, etc. (except when you pay the charges for the use of the Card under this Article), you shall cooperate with the Company to the fullest extent in response to its request to have that person pay compensation for damage to the Company.

5. Notwithstanding Paragraphs 2 and 3, if you fall under any of the following, you shall not be released from paying the charges for the use of the Card and you shall pay the charges to the Company under Paragraph 1:

(1) You are in violation of Article 5;

(2) Your card number, etc. was used by a person related to you, regardless of whether you are negligent in the safekeeping of the card number, etc. and whether you are in violation of the Terms and Conditions;

(3) The loss, theft, etc. was caused due to the intentional wrongdoing or gross negligence of you or any person related to you, such as in cases where: you repeat negligence of a similar nature or you experience the loss, theft, etc. repeatedly; you put your Card away from you in a place which can be accessed by a third party or under circumstances where it is not difficult for a third party to steal the card number, etc.; or any equivalent cases;

(4) You fail to submit the documents requested by the Company or fail to cooperate with the Company, etc. in the investigation of damage (including, but not limited to,

confirmation of the details of the situation and submission of evidence);

(5) False information is included in the notification to the Company or the report of the loss, theft, etc. prescribed by the Company under Paragraph 2, or in the documents or the answer to the investigation under (4) of this Paragraph, or you fail to notify the Company of the important matters;

(6) You are in violation of Paragraph 4;

(7) Your authentication information was entered when your card number, etc. was used (except where you committed no intentional wrongdoing or negligence in the safekeeping of such authentication information); or

(8) The loss, theft, etc. occurred in a situation in violation of these Terms and Conditions.

6. If your card number, etc. is used by a third party as a result of the loss, theft or fraudulent acquisition of the Card, this Article shall not apply but the preceding Article shall apply.

7. The Company may change, for the future, the conditions for requiring you to pay the charges for the use of the Card and those for releasing you from such payment as set out in the preceding Article and this Article. When the Company makes

	<u>such change, the Company will announce it on the website, etc. prescribed by the Company or notify you in advance. If the change is exclusively beneficial to you, or it is not found to be detrimental to you, the Company may only announce it. If it is found to be necessary to make a change urgently, the Company may announce it on the website, etc. prescribed by the Company or notify you in advance.</u>
Article 30 (Disclaimer) 1. In the event of any erroneous or double withdrawal from your Ordinary Deposit Account or any other similar event for reasons attributable to the Company, the only remedy required by the Company shall be to return the amount having been erroneously or doubly withdrawn to your Ordinary Deposit Account and the Company shall not be obligated to compensate you for any damages that may have been caused as a result thereof. 2. In addition to the preceding paragraph, even where the Company is liable for the damage incurred by you in connection with the provision of the Service under these Terms and Conditions, the Company's liability shall be limited to the extent of ordinary damages that may be expected to	<u>Article 31</u> (Disclaimer) 1. In the event of any erroneous or double withdrawal from your Ordinary Deposit Account or any other similar event for reasons attributable to the Company, the only remedy required by the Company shall be to return the amount having been erroneously or doubly withdrawn to your Ordinary Deposit Account and the Company shall not be obligated to compensate you for any damages that may have been caused as a result thereof. 2. In addition to the preceding paragraph, even where the Company is liable for the damage incurred by you in connection with the provision of the Service under these Terms and Conditions, the Company's liability shall be limited to the extent of ordinary damages that may be expected to

arise from ordinary situations, and the Company shall have no liability for lost profits, extended damages, incidental damages, special damages, etc., nor shall it have any liability for any damages arising under special circumstances, including ordinary and special damages.	arise from ordinary situations, and the Company shall have no liability for lost profits, extended damages, incidental damages, special damages, etc., nor shall it have any liability for any damages arising under special circumstances, including ordinary and special damages.
Article 31 (Application of Various Laws, etc.) When you use your Card Overseas, you may be required to submit a permit, certificate or other document or to consent to the restriction on or suspension of the use of your Card in compliance with the Foreign Exchange and Foreign Trade Act and any other applicable laws, etc.	<u>Article 32</u> (Application of Various Laws, etc.) When you use your Card Overseas, you may be required to submit a permit, certificate or other document or to consent to the restriction on or suspension of the use of your Card in compliance with the Foreign Exchange and Foreign Trade Act and any other applicable laws, etc.
Article 32 (Mutatis Mutandis Application of Provisions) Any matters not stipulated in the Terms and Conditions, etc. shall be governed by other provisions, rules, etc. of the Company.	<u>Article 33</u> (Mutatis Mutandis Application of Provisions) Any matters not stipulated in the Terms and Conditions, etc. shall be governed by other provisions, rules, etc. of the Company.
Article 33 (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	<u>Article 34</u> (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.	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 34 (Governing Law and Agreed Jurisdiction) 1. The Terms and Conditions, etc. shall be governed by the laws of Japan. 2. The parties hereto submit to the exclusive jurisdiction of the Tokyo District Court of Japan with regard to any lawsuit arising from or in connection with the Terms and Conditions, etc.	<u>Article 35</u> (Governing Law and Agreed Jurisdiction) 1. The Terms and Conditions, etc. shall be governed by the laws of Japan. 2. The parties hereto submit to the exclusive jurisdiction of the Tokyo District Court of Japan with regard to any lawsuit arising from or in connection with the Terms and Conditions, etc.