

Terms of Use for Identity Authentication Service (3D Secure)

Article 1 (Definitions)

1. In these terms, "identity authentication service" (hereinafter referred to as "3D Secure") refers to the service stated below.
 - (1) The Mastercard ID Check provided by Mastercard International Inc.
2. "Registration for Use of 3D Secure" refers to procedures for obtaining approval for use of online services by following Article 2 of the Terms of Use for Online Services.
3. "3D Secure User" refers to a person who has completed Registration for Use of 3D Secure and who has obtained permission for use of 3D Secure from the Company.
4. "3D Secure Registration Information" refers to the information for which a 3D Secure User made an application at the time of Registration for Use of 3D Secure.
5. "3D Secure Participating Member Store" refers to, of the member stores (hereinafter referred to as the "Member Stores") that the Company stipulates in the Terms for Card Members, a Member Store that, when there is a purchase of a product by using a card or online receipt of an application for provision of a service from a 3D Secure User on a website operated by that Member Store (hereinafter referred to as the "Member Store Site"), asks the 3D Secure User to input the card's member number and expiration date on the Member Store Site and to use the prescribed authentication method to conduct authentication procedures (hereinafter referred to as the "Authentication Procedures") by inputting the password for Registration for Use of 3D Secure on the Member Store Site or on the website to which the 3D Secure User was led from the Member Store Site.

Article 2 (Registration for Use of 3D Secure)

1. Registration for use of 3D Secure will be completed at the time of new registration for online services or when there is agreement to the 3D Secure Terms of Use that will be displayed at the time of logging in.
2. Registration for Use of 3D Secure shall be conducted for each member number.

If registration for use has been conducted again for the same member number, the previous Registration for Use of 3D Secure shall lose its validity.
3. The 3D Secure User shall be able to cancel Registration for Use of 3D Secure by using the Company's prescribed method to make an application.

The 3D Secure User shall consent to the fact that, in the event that Registration for Use of 3D Secure has been canceled, registration for use of online services will also be automatically canceled.

Article 3 (Content of 3D Secure)

1. The content of 3D Secure services that will be provided by the Company and by brand card companies with which the Company is affiliated will be as stated below.
 - (1) Service in which the Company and brand card companies with which the Company is affiliated will conduct the Authentication Procedures for a 3D Secure User when there is a purchase of a product by using a card or online receipt of an application for provision of a service at a 3D Secure Participating Member Store
 - (2) Other services that are incidental to Article 3.1.1
2. The Company shall be able to use a document, a website, or another method to notify the 3D Secure user or make a public announcement and thereby, at the Company's own discretion, add, change, or cancel the 3D Secure content.

Article 4 (Method of use for 3D Secure)

1. When using a card to purchase a product or making an online application for provision of a service on the Member Store Site or a website to which the 3D Secure User was led from the Member Store Site, the 3D Secure User must enter a password and conduct the Authentication Procedures based on the instructions of the Member Store Site or the website to which the 3D Secure User was led from the Member Store Site. For that password, the password from the time of registration for online services is to be used.
2. The Company shall confirm that the password that has been entered matches the password that was registered in advance (hereinafter referred to as "Authentication Result Confirmation"), and if the passwords match, the Company shall conduct handling by assuming that the person who entered the password is the 3D Secure User.
3. For the Authentication Result Confirmation of Article 4.2, the Company will notify the 3D Secure Participating Member Store of the authentication results.
4. In addition to these terms, the 3D Secure User shall comply with the Terms of Use for Online Services, other noted matters, and separately stipulated rules (hereinafter, these terms, noted matters, and rules are collectively referred to as the "Rules").

Article 5 (The 3D Secure User's management responsibilities)

1. The 3D Secure User shall be aware of the fact that its ID and password will be used in 3D Secure and shall strictly manage them.
2. In the event that the ID and password have been fraudulently used, the 3D Secure User shall promptly notify the Company of that fact and cooperate with investigation of the state of damage.
3. In the event that, in a case of Article 5.2, it has been judged that the 3D Secure User is not

responsible, the 3D Secure User shall be exempted from payment of those card use fees. Provided, however, that when any of the things below applies, payment of card use fees shall not be exempted.

- (1) A case in which the 3D Secure User is not using and managing its ID and password with the care of a good manager, such as when it allows a third party to use its ID and password
- (2) A case of use by a party related to the 3D Secure User, such as the 3D Secure User itself or a family member or person who lives with the 3D Secure User, irrespective of deliberate intention or negligence
- (3) A case in which the 3D Secure User does not cooperate with the Company's investigation of the state of damage
- (4) A case in which content of a report for the Company's investigation of the state of damage was false
- (5) A case in which, after the Company used postal mail or a website to give notification of the detailed statement of use fees, the 3D Secure User did not, within 60 days, notify the Company of the fact that the 3D Secure User's ID and password were fraudulently used
- (6) A case in which a purchased product has been delivered to or received at the 3D Secure User's address that was registered at the Company; alternatively, a case in which the telephone number or IP address of the sender is the home or workplace of the 3D Secure User or a related party
- (7) A case caused by an operational error by the 3D Secure User or by line disturbance
- (8) A case in which fraudulent use was conducted because of loss or washing away of the ID and password that occurred when there was significant disturbance of social order, such as a time of war or an earthquake
- (9) Another case in which the Company, based on an objective fact, judged that the use was by the 3D Secure User itself

Article 6 (Matters that are prohibited for the 3D Secure User)

1. The 3D Secure User may not transfer to a third party, or allow a third party to exercise, the rights that the 3D Secure User has as a user.
2. The 3D Secure User shall use information that it obtained through use of 3D Secure within a personal scope, and it may not use such information for commercial purposes.

Article 7 (Deletion of registration for use)

In the event that the 3D Secure User falls under any of the items below, the Company shall

be able to delete the 3D Secure User's registration for use without the 3D Secure User's consent, and the Company shall be able to restrict use of 3D Secure by that 3D Secure User.

- (1) A case in which card member qualifications have been lost
- (2) A case in which registration for use of online services has been canceled
- (3) A case in which the 3D Secure User has violated any of these terms
- (4) A case in which the 3D Secure User made a false application at the time of registration for use
- (5) A case in which a required debt payment or performance of an obligation was not conducted for use of 3D Secure
- (6) Another case in which the Company has judged that the 3D Secure User is inappropriate as a user

Article 8 (Handling of personal information)

1. The 3D Secure User shall agree to the fact that, for personal information, such as information related to use of 3D Secure, the Company will implement the necessary protection measures and then use that information for the purposes below.
 - (1) Using the information to provide guidance related to the Company's business, such as delivery of advertisement information
 - (2) Using the information after processing it into statistical data (It will be processed into information by which it is not possible to identify the individual.)
2. In the event that the Company's work will be consigned to a third party, personal information will be entrusted to the relevant work contractor within the scope that is necessary for work performance.

Article 9 (Exemption from liability)

1. The encryption technology that the Company uses in 3D Secure is limited to matters that the Company judges appropriate, and no guarantees of any kind shall be made in relation to its completeness or safety.
2. Excluding cases that are caused by the Company's deliberate intention or negligence, the Company shall not bear any liability whatsoever for the 3D Secure User's damage that arises because of use of 3D Secure.
3. The 3D Secure User and the 3D Secure Participating Member Store shall mutually handle problems that arise for the quality of products that were purchased or services for which provision was received by using 3D Secure and for other ordinary commercial transactions.

Article 10 (Temporary suspension or cancellation of 3D Secure)

1. In a case that falls under any of the items below, the Company shall be able to temporarily suspend or cancel 3D Secure without giving the 3D Secure User advance notification or obtaining the 3D Secure User's consent.
 - (1) A case in which it is necessary for system maintenance or other operation of 3D Secure
 - (2) A natural disaster, a power outage, or another case in which it has become difficult to continue 3D Secure
 - (3) Another case in which the Company has judged that it is necessary
2. Excluding cases caused by the Company's deliberate intention or negligence, the Company shall not bear any liability whatsoever for any damage that arises because of temporary suspension or cancellation of 3D Secure.

Article 11 (Changes of these terms)

1. The Company shall be able to change these terms at any time by using a document, a website, or another method to make a public announcement or give notification to the 3D Secure User. Please note that, even in the event that a notification from the Company arrived late or did not arrive because the user did not notify the Company of a change of registered information, it will be deemed that the notification arrived at the time when it ordinarily should have arrived.
2. When the 3D Secure User has used 3D Secure after a public announcement or notification of Article 11.1, it will be deemed that the 3D Secure User agreed to the relevant change.

Article 12 (Governing laws)

The laws of Japan shall apply to all matters related to validity, performance, or interpretation of these terms.

Article 13 (Court of agreed jurisdiction)

The parties shall agree to the fact that, for disputes related to use of 3D Secure, in the event that a lawsuit has arisen between the 3D Secure User and the Company, the summary court or the district court that has jurisdiction over the Company's head office, individual branch store, or place of business will be the court of jurisdiction, irrespective of the amount in dispute.

Article 14 (Prevalence of these terms)

For use of 3D Secure, in the event that any type of terms, such as the Terms of Membership

that the Company separately stipulates, are not consistent with the content of these terms, these terms are to be given precedence.