#### **Terms for Nexus Global Card Members**

#### General clauses

#### **Article 1 (Member qualifications)**

- 1. A main member refers to a person who consented to these terms and then applied for membership for a credit card issued by Nexus Card Co., Ltd., (hereinafter referred to as the "Company") and for whom the Company approved membership. The date when the Company approves the membership application will be the date of agreement establishment.
- 2. The member is to bear liability for all obligations based on these terms.

# Article 2 (The card's loaning, management, and expiration date)

- 1. The credit card stipulated in these terms will be a Nexus Global Card (hereinafter collectively referred to as the "Card") that has MasterCard functions, and the Company will issue and loan the Card that the member applied for.
- 2. The Company will issue and loan one Card for one member. Ownership of the Card will attribute to the Company.
- 3. In the event that the Card is loaned by the Company, the member is to immediately sign in the Card's signature section and then use, store, and manage the Card with the responsibility of a good manager.
- 4. The member's name will be indicated on the front of the Card, the Card can be used only by the member, and it is not possible to transfer possession of the Card to a third party, such as using it for loaning, entrusting, transferring, pledging, or providing it as collateral to a person other than the person whose name is indicated on the Card (hereinafter referred to as "Another Person") or to allow Another Person to use the Card in any way. It is also not possible to provide the member's name, the member number, the expiration date, or the security code (hereinafter collectively referred to as the "Card Information") to Another Person.
- 5. In the event that the member violates one of the two preceding clauses and the Card is fraudulently used because of that violation, the member is to bear all use fees.
- 6. The Card's expiration date will be indicated on the Card after being stipulated by the Company's prescribed method, and it will be renewed at the Company's prescribed time.
- 7. In the event that the Company recognizes that the member continues to be appropriate as a member, it will send a new Card for which the expiration date is renewed at the Company's prescribed time and the Terms of Membership. Provided, however, that in the event that there is no use of the Card during a certain period stipulated by the Company, a new Card may not be sent. In addition, when the Company recognizes that it is necessary and notifies the relevant member, it will be possible to change the Card's expiration date to an earlier date.
- 8. When the member is sent a new Card, the person is to immediately cut up the previous Card so that it is in a form in which the Card's magnetic stripe portion (in a case of an IC card, the magnetic stripe portion and the IC chip portion) is cut up, make the Card into a state in which it cannot be used, and dispose of it at the member's liability. These terms will be applied for payment based on use of the Card before the Card's expiration date, even if the expiration date has passed.

# Article 3 (Annual membership fee)

- 1. The member is to pay the Company's prescribed annual membership fee each year at the Company's prescribed time. In addition, annual membership fees that have already been paid will not be returned even if the member withdraws from membership or member qualifications are revoked. In the case of payment of only the annual membership fee, issuance of a detailed statement of use fees (invoice) may be omitted.
- 2. The member is to consent to the fact that, if the annual membership fee is not paid, it will not be possible to receive privileges as a member.
- 3. In the event that the annual membership fee is not paid at the relevant time, the Company may charge payment of the annual membership fee during or after the following month.

#### Article 4 (Personal identification number)

- 1. The member is to submit a personal identification number to the Company at the time of application for membership, and the Company is to register the Card's personal identification number that is submitted by the member. Provided, however, that the member is to consent in advance to the fact that, if there is no submission by the member, or if the Company judges that the number is inappropriate as a personal identification number, the personal identification number designated by the Company will be registered or a change will be made.
- 2. The member is to avoid making the personal identification number a number that can be easily guessed by Another Person, such as a set of sequential numbers such as "1234," a number in which the same number continues, such as "0000" or "9999," or a date of birth or telephone number, and is to register a number that is difficult to guess by Another Person. In addition, the member is to conduct management so that the personal identification number that is registered will not be learned by Another Person.
- 3. When the personal identification number that is registered is used when the Card is used, the member is to bear liability for payment for all debts that arise because of that use, even if there is fraudulent use or another accident concerning the personal identification number. Provided, however, that in the event that the Company recognizes that there was no deliberate intention or negligence by the member for management of the personal identification number, this will not apply.
- 4. In the event that the Card that the Company loaned to the member is an IC card, the personal identification number for that Card will be the personal identification number that is registered based on Article 4.1. In the event that the Company recognizes that it is necessary, it may use its prescribed method to change the personal identification number for the IC card or reissue an IC card. The old Card before reissuance is to be returned to the Company.

# Article 5 (E-mail address)

- 1. Either at the time of applying for membership or after becoming a member, the member is to use the Company's prescribed method to register with the Company an e-mail address that the member will use.
- 2. The Company may use the e-mail address of Article 5.1 to notify the member of necessary matters. In the event that the Company will provide information related to advertising or publicity, it is to use the Company's prescribed method to obtain the member's consent in advance.

# Article 6 (Incidental services)

- 1. The member is to be able to use the services or privileges (hereinafter collectively referred to as the "Incidental Services") that are provided by the Company or a third party with which the Company is affiliated (hereinafter referred to as the "Company Providing Services") by using the Company's prescribed method. The Company is to give the member notification of or publicly announce the content of the Incidental Services that the member can use and the method of use.
- 2. In the event that there are terms related to use of the Incidental Services, the member is to follow those terms, and the member is to consent in advance to the fact that there may be cases in which the Incidental Services cannot be used.
- 3. The member is to consent in advance to the fact that, in the event that the Company or the Company Providing Services has recognized that it is necessary, the Company or the Company Providing Services may change or cancel the Incidental Services and their provisions without giving the member advance notice or notification.

#### Article 7 (Transactions conducted by using telephone or Internet)

1. The member can use the telephone or the Internet to apply for the prescribed Incidental Services that the Company stipulates, making inquiries to the Company about the content of the member's use, and giving notification of changes of registered matters (hereinafter referred to as the "Telephone Transactions").

2. In principle, the member is to use the method separately stipulated by the Company to conduct personal identification for a Telephone Transaction, and the member is to consent to the fact that the content of that personal identification will be recorded or registered and will be saved by the Company for a suitable period.

## Article 8 (The Card's functions)

The member can use the Card for shopping and services (hereinafter referred to as the "Card Shopping") at the Company's business partners, member stores of Mitsubishi UFJ NICOS Co., Ltd., and MasterCard member stores (hereinafter these are collectively referred to as the "Member Stores").

#### Article 9 (Limit in which it is possible to use the Card)

- 1. The limit in which it is possible to use the Card will be within the scope stipulated by the Company's prescribed method in advance, and the Company is to notify the member of that limit. Provided, however, that in the event that the Company recognizes that it is appropriate, it can increase or decrease the amount of the limit in which use is possible.
- 2. Within the limit in which it is possible to use the Card Shopping, the Company is to use the Company's prescribed method to stipulate a limit (hereinafter referred to as the "Installment Payment Limit") in which it is possible to use two-time payments, payment in installments, lump-sum payment at the time of a bonus, and revolving payments that use a formula (with/in) in which the fixed amount slides based on the balance (hereinafter referred to as the "Revolving Payment"). In addition, the member is to consent in advance to the fact that, in order to correspond to the prescribed requirements of the Installment Sales Act, the amount that can actually be used will be reduced or increased within the scope of the Installment Payment Limit. The member may not use the aforementioned payment methods in excess of the Installment Payment Limit. In the event that the Card is used with the aforementioned payment method in excess of the Installment Payment Limit, the amount that exceeded the Installment Payment Limit will be a one-time payment, and the member is to immediately pay that amount in a lump sum.
- 3. Excluding cases that were allowed by the Company, the member may not use the Card in excess of the limit in which use is possible. In addition, in the event that the Card is used without obtaining the Company's approval in excess of the limit in which use is possible, the amount that exceeded the limit in which use is possible will become use for a one-time payment, and the member is to immediately pay that amount in a lump sum.
- 4. The limit in which use of the Card is possible outside of Japan will be up to the amount stipulated by the Company or MasterCard in each country.
- 5. In the event that the Company judged that the member is inappropriate as a member, the Company may suspend use of the Card without notifying the member.

## Article 10 (Detailed statement of use fees (invoice) and balance confirmation)

- 1. When the Company will charge the member for use fees and service charges (hereinafter referred to as the "Card Shopping Payment Amounts") for the Card Shopping that was conducted by using the Card, it will send the Card's detailed statement of use fees (invoice) to the member's registered address in advance. In the event that the member conducted the Company's prescribed procedures, the Company is to be able to provide those matters stated in the relevant invoice by sending an e-mail or using another electromagnetic method instead of sending the detailed statement of use fees. Provided, however, that this will not apply in cases in which using an electromagnetic method will not be allowed under a law or ordinance.
- 2. When the member has not submitted an objection within one week after the member received the Card's detailed statement of use fees of Article 10.1 (in the event that the Company sent e-mail or used another electromagnetic method to provide the matters stated in the invoice of Article 10.1, after the member has received that e-mail), it will be deemed that the member consented to the balance and other details stated in that Card's detailed statement of use fees.

## Article 11 (Payment)

- 1. The Card Shopping Payment Amounts and all other payment obligations that the member bears to the Company based on these terms (hereinafter these are collectively referred to as the "Payment Obligations") are to be paid on the 6th of each month (on the following business day if the 6th is a holiday) by the method of account transfer from the Company-designated financial institution savings account (hereinafter referred to as the "Transfer Account") that the member registered with the Company in advance. Provided, however, that in the event that there is a delay in the registration of the Transfer Account, inadequacy of procedures for setting up the Transfer Account for the financial institution, cancellation of an account transfer agreement with the member's financial institution, or another situation in which the Transfer Account was not set up, or in another case specially designated by the Company, payment is to be made by another method, such as transfer to the financial institution account designated by the Company. In the event that, of the methods designated by the Company, the member remits payment by using a convenience store, it will be deemed that payment was made to the Company when the convenience store received payment for the Payment Obligations and the payment history was reflected to the Company.
- 2. In the event that the Company cannot make an account transfer of the Payment Obligations on the payment date, the member is to pay the relevant Payment Obligations by the method prescribed by the Company. In addition, based on an agreement with a financial institution, the Company will be able to make an account transfer for all or a portion of the Payment Obligations on any date on or after the payment date.

## Article 12 (Conversion into Japanese yen for use fees for countries other than Japan)

- 1. For conversion into yen currency for prices for which the Card is used outside Japan, the rate (the financial institution rate designated by MasterCard) at the time MasterCard's settlement center processed the use information will apply. (The exchange rate is not the exchange rate of the date when the Card is used in the relevant country.)
- 2. In relation to conversion for the Card Shopping, the Company's prescribed clerical processing service charges will be added as a clerical processing cost for use outside Japan.

#### Article 13 (Appropriation order for the Payment Obligations)

When the amount paid by the member is insufficient for repaying all of the debts borne to the Company based on these terms and other agreements, the member is not to object even if the Company uses the order and method that the Company recognizes as appropriate and makes appropriation to any debt (including debts based on agreements other than these terms) without notifying the member. The Company is to conduct the appropriation order for defense of payment suspension of the Revolving Payment in the Company's prescribed order.

#### Article 14 (Service charge rate, and change of interest rate)

- 1. The Company can, based on changes of the financial situation, change the separately stipulated service charge rate for payment in installments or for the Revolving Payment, (hereinafter collectively referred to as the "Standard Rate") that the Company separately stipulates. The member is to be notified in advance about the changed Standard Rate.
- 2. When the Company gives notification of the changed Standard Rate based on Article 14.1, the member shall not object to the fact that the changed Standard Rate will be applied thereafter for the total amount of the unsettled balance (hereinafter collectively referred to as the "Balance") for the Revolving Payment at the time the changed Standard Rate is applied and for use after the change in the Standard Rate.
- 3. Based on campaigns by the Company, the Company may apply for the member a rate (hereinafter referred to as the "Preferential Rate") that is lower than the Standard Rate. In such a case, the Company will use the Company's prescribed method to notify the relevant member of that rate and the Preferential Rate application period (hereinafter referred to as the "Application Period"). The member is to not object to the fact that, after the Application Period ends, the Standard Rate will be applied for the entire amount of the balance, including the Balance for portions of use during the Application Period, and that the Standard Rate will be applied to portions of use after the Application Period ends.
- 4. Irrespective of the provisions of Article 14.3, in the event that the member falls under a matter for loss of the benefit of term stipulated in these terms, even if it is during the Application Period, the Company's prescribed Standard Rate will be applied thereafter.
- 5. Conditions related to application of the Preferential Rate and the Application Period will be according to the campaign implementation outline as separately stipulated by the Company. The Company may follow the stipulations of the campaign implementation outline and change the conditions related to application of the Preferential Rate or change the Application Period.

# Article 15 (Method in a case of calculation on a daily basis)

When calculation will be conducted on a daily basis under Article 37, Article 38, or Article 39 of the Card Shopping Clauses, calculation on a daily basis will be conducted by using 365 days (366 days for a leap year) for one year with the relevant annual rate as the basis.

#### Article 16 (Burden of expenses)

- 1. The member is to bear the expenses stipulated in each of the items below as required for payment to the Company of the payment amounts based on use of the Card.
- 2. In the event that the Company asked a financial institution to conduct another account transfer because a payment is late, the member is to separately pay JPY 220 (tax included) per instance as a service charge for re-transfer, and in the event that a transfer form is sent, the member is to separately pay JPY 220 (tax included) per one time of sending as a service charge for sending the transfer form.
- 3. The member is to bear the expenses (transfer service charges and expenses that are required for payment at a convenience store) that are necessary for repaying debts to the Company. Provided, however, that an exemption will be made for account transfers allowed by the Company.
- 4. Even after withdrawal from membership, expenses that are necessary for conclusion of a repayment agreement, such as revenue stamp fees and expenses for creation of notarized documents, and expenses that are necessary for legal measures, such as expenses for a petition for demand for payment and delivery expenses, will be the member's responsibility. Provided, however, that for expenses that are deemed to be interest under a law or ordinance, in the event that bearing those expenses will result in exceeding the maximum stipulated by law or ordinance, that excess portion will not be the member's responsibility.
- 5. When the member receives issuance of various types of certificates from the Company, the member is to pay the Company's prescribed service charges.
- 6. In the event that taxes and public dues will be imposed on expenses that the member will pay to the Company, such as the annual membership fee or service charges for reissuance of the Card, or in the event that the amount of taxes and public dues (including consumption and other taxes) will be increased, the member is to bear the amount equivalent to those taxes and public dues or the relevant increased amount.

## Article 17 (Theft, loss, or unauthorized use of the Card)

- 1. When the member loses the Card or the Card is stolen (including fraudulent use or unauthorized use of card information), these terms will apply for all payment debts that arise because of use of that Card, and the member is to bear all of those payment debts. Provided, however, that if the member promptly notifies the Company's contact point of the fact of loss, theft, or unauthorized use and then notifies the nearest police station or police stand of that fact and submits the Company's prescribed notification form to the Company, and the Company gives approval, the Company will exempt the member from payment of payment debts due to use of the Card that arose on or after the date that is sixty days before the date when the Company received that notification.
- 2. Irrespective of the stipulations of the proviso of the preceding clause, cases in which any of the items below applies will not be subject to payment exemption.
  - (1) A case in which the theft or loss occurs because of the member's deliberate intention or gross negligence
  - (2) A case in which a person related to the member, such as the member's relative, a person living with the member, a person taking care of the member's home while the member is away, or another person taking care of the member's belongings based on consignment by the member, is involved or conducts fraudulent use
  - (3) A case in which damage occurs in a situation in which the member's signature is not in the signature section of the Card under Article 3.3; a case in which loss or theft occurs in a situation in which the Company's Terms of Membership are being violated
  - (4) A case in which loss or theft occurs during significant disruption of social order, such as a war or an earthquake
  - (5) A case in which the personal identification number that is registered is used with the Card; Provided, however, that cases attributable to the Company are excluded.
  - (6) A case of damage that arises by the date that is sixty days before the date when the notification of Article 17.1 is made
  - (7) A case in which the member does not submit a document requested by the Company, or a case in which a dishonest indication is made in a document that is submitted
  - (8) A case in which the member does not cooperate with an investigation related to the Card's loss or theft and the state of incurred damage or does not cooperate in order to prevent and reduce damage
  - (9) Another case in which the member does not follow the Company's instructions
- 3. Reissuance will be made only in a case in which the Company recognizes the loss, theft, damage, or destruction of the Card. Provided, however, that the member is to bear the Company's prescribed service charge for reissuance (the amount equivalent to the actual expenses within the scope stipulated by laws and ordinances).
- 4. The Company can change the member number and then reissue the Card in the event that it judged that it is necessary for work such as management or protection of the Card Information at the Company, and the member is to consent to this in advance.
- 5. The member will not bear liability for payment for the Card use fees related to use of a counterfeit card. In such a case, the member is to cooperate with investigation of the state of incurred damage. Provided, however, that when there is deliberate intention or negligence of or equivalent to one of the items of Article 17.2 by the member for creation or use of a counterfeit card, the member is to bear liability for payment of the use fees for that counterfeit card.
- 6. In the event that the Company recognizes that it is necessary, the member is to consent to the Company providing the Card that is lost or stolen and related information to the National Police Agency and other related government offices for the purpose of preventing and resolving crimes related to the Card.

# Article 18 (Re-screening of the member)

After a person becomes a member, the Company will regularly or as necessary rescreen the member's eligibility and the limit in which use of the Card is possible. In such a case, for the purpose of provision as materials for rescreening, the member is to respond to submission of the materials requested by the Company, such as a certificate of annual income as stipulated by a law or ordinance or submission of the symbols and numbers on a residence card or driver's license issued in Japan (hereinafter referred to as the "Residence Card").

## Article 19 (Withdrawal from membership or revocation of member qualifications, and suspension of use and return of the Card)

- 1. When the member will withdraw from membership for personal circumstances, the member can withdraw from membership by using the Company's prescribed method, such as submitting the prescribed notification of withdrawal to the Company. In such a case, it will be deemed that the member withdrew from membership upon completion of the Company's procedures for withdrawal from membership.
- 2. In the case of the preceding clause, the Card's magnetic stripe portion and IC chip portion are to be cut up, and the relevant Card is to be returned to the Company immediately. In addition.
- 3. Even after withdrawing from membership, the member is to bear responsibility, based on these terms, for payment for all of the Card use fees that arose in relation to the Card.
- 4. In the event that the member falls under any of the items below, the Company may suspend all or a portion of the use of the Card, revoke member qualifications, or initiate legal measures or other necessary measures without any notification or demand to the member. In addition to such measures, the Company may notify the Member Stores of the invalidity of the relevant Card.
  - (1) A case in which it is revealed that the member made a false declaration at the time of becoming a member; a case in which notification related to a matter that should be reported to the Company is not made or a false declaration is made
  - (2) A case in which the member fails to fulfill any debt to the Company, such as a payment amount based on use of the Card
  - (3) A case in which the Company judges that the member's credit situation significantly worsened

- (4) A case in which the member violates or the possibility of violating these terms
- (5) A case in which the Company judges that the state of use of the Card is not appropriate or is suspicious, such as product purchases for the purpose of conversion into money
- (6) A case in which the member uses the Card Shopping limit to purchase products or services for the purpose of conversion into cash
- (7) A case in which the member hinders the Company's work
- (8) Another case in which the Company judges that the member is incompatible as a member
- 5. In the event that the member falls under any of the items of the preceding clause, when the Company or the Member Store requests the return of the Card, the member is to immediately respond to that request. In addition, the Company will have the member bear all expenses that are necessary for collection of the Card.
- 6. Even if none of the items of Article 19.4 apply, in the event that the member's use of the Card violates these terms, in the event that that use may violate these terms, or in another suspicious case, the Company can refuse use of the Card.
- 7. In the event that the Company recognizes that it is necessary in order to avoid incurring damage due to misuse, the member is to cooperate with replacement of the Card.

#### Article 20 (Loss of the benefit of term)

- 1. In the event that the member falls under any of the items below, the member will, without any notification or demand, naturally lose the benefit of term for all unpaid debts to the Company and is to immediately pay the entire amount of those debts.
  - (1) A case in which, for the purchase of a product or designated rights or a transaction for receiving service, the member is late in paying the installment payment amount for payment in installments on the payment date, the payment portion for payment at the time of a bonus, or the repayment amount for the Revolving Payment, and despite the fact that the Company stipulates a suitable period of twenty days or more and makes a demand in a document or by an electromagnetic method to the member for that payment, the member does not make payment within that period
  - (2) In a case in which the member uses the Card Shopping for one-time payment, a case in which payment of the relevant payment amount is late even once
  - (3) Even if it is a two-time payment, lump-sum payment at the time of a bonus, Revolving Payment, or payment in installments, when payment of the payment amount for the Card Shopping for rights other than the designated rights stipulated in the Installment Sales Act is late even once
  - (4) When payment of a payment amount for the Card Shopping that will be a sales agreement or service provision agreement (provided, however, that cases that fall under a personal business opportunity sales contract or a personal multilevel marketing contract stipulated in the Installment Sales Act (hereinafter these contracts are collectively referred to as the "Personal Business Opportunity Sales Contract") are excluded) that the member concluded for the purpose of business or as business is late even once
  - (5) In addition to the preceding item, when payment of a payment amount for the Card Shopping that falls under a case stipulated in Article 35-3-60.1 (Exclusion from application) of the Installment Sales Act is late even once
  - (6) A case in which a draft or check issued or undertaken by the member is dishonored, or a case in which ordinary payment is suspended
  - (7) A case in which the member receives a motion for seizure, provisional seizure, preservative seizure, or provisional disposition (Provided, however, that matters that are not related to credit are excluded.)
  - (8) A case in which the member receives disposition for failure to pay taxes or disposition by suspension of bank transactions
  - (9) A case in which the member receives a motion for commencement of bankruptcy procedures, commencement of civil rehabilitation procedures, commencement of special liquidation, or commencement of corporate reorganization, or a case in which the member makes such a motion
  - (10) A case in which the member receives a motion for an out-of-court settlement or arbitration for the purpose of adjustment of debts, or a case in which the member makes such a motion
  - (11) A case in which the member, either personally or thorough a representative, has notified the Company of adjustment of debts
  - (12) A case in which the member makes a pledge, transfer, or loan of a purchased product (including rights) or another action that infringes the Company's ownership
  - (13) A case in which the Company revokes member qualifications
- 2. In the event that the member falls under any of the items below based on a request by the Company, the member will lose the benefit of term for all unpaid debts to the Company and is to immediately pay the total amount of those debts.
  - (1) A case in which the member violates an obligation based on these terms and that violation will be a serious violation of these terms
  - (2) When the Company is guaranteeing a debt of the member that differs from a debt for the Card, a case in which the Company makes a proposal for cancellation of the guarantee or agreement cancellation to the party to which the guarantee is made, or a case in which a request for performance of the guaranteed debt is received from the party to which the guarantee is made
  - (3) A case of inheritance
  - (4) Another case in which the member's credit situation significantly worsens
  - (5) In the event that the member possesses multiple Cards issued by the Company, a case in which a reason that falls under any of the matters stated in this article arises for one of those Cards
  - (6) When a false declaration was made when the member applied for membership

#### **Article 21 (Changes of notified matters)**

- 1. In the event of a change in the name, address, telephone number (contact information), place of work, designated account, or e-mail address reported to the Company, the member is to promptly notify the Company, and the change will be made when the member gives notification by the prescribed notification form or the method stipulated by the Company and completes the Company's prescribed procedures.
- 2. In the event a member fails to conduct the notification of change of address or name of Article 21.1, the member is not to object to the fact that the Company will deem that a notification or document sent by the Company arrived on the date when it should ordinarily arrive, even if it arrived late or did not arrive. Provided, however, that when the member had unavoidable circumstances concerning the fact that the notification of change of address or name of Article 21.1 is not made and the member proves those circumstances, this will not apply.
- 3. When a notification that the Company sends to the member is detained at the post office because the member is absent, when the period of detention expires or receipt is refused it will be deemed that the notification arrived at the member at the time of refusal of receipt. Provided, however, that when the member has unavoidable circumstances and the member proves those circumstances, this will not apply.
- 4. In the event of any agreements other than these terms between the member and the Company, if the member gives notification of a change of address, name, or place of work (contact information) for an agreement other than these terms, it will be deemed that notification of a change is made for all of the agreements between the member and the Company.
- 5. In addition to Article 21.1 through Article 21.4, in the event that the Company rationally judges that there is a change in a notified matter, based on personal information or other information obtained by a lawful and proper method, it may handle the matter as though there is notification for the relevant changed content. The member is to consent, without objection, to that handling.

# Article 22 (Application of laws and ordinances for foreign exchange and foreign trade control)

In the event that the Card will be used outside Japan, when a license, certificate, or other document is necessary based on a law, ordinance, or rule that is currently applied or that will be applied in the future, the member is to submit that document in response to a request by the Company.

#### Article 23 (Consent for acquisition of a resident's card)

The member is to consent in advance to the fact that, in the event that the Company recognizes that it is necessary for screening for the application for the Card (hereinafter referred to as the "Application") for screening for credit management during membership or for receivables management, the

Company will acquire and use the member's resident's card, income tax withholding slip, or certificate of income.

## Article 24 (Exclusion of anti-social forces)

- 1. The member declares and firmly promises that he or she currently does not fall under an organized crime group, a member of an organized crime group, a person who was a member of an organized crime group within the last five years, a semi-constituent member of an organized crime group, a company related to an organized crime group, a corporate racketeer, a socially-branded racketeering organization, an organized crime group specialized in intellectual crimes, or a party that is equivalent to one of these things (hereinafter these are referred to as the "Member of an Organized Crime Group"), that he or she does not fall under any of the items below, and that he or she will not fall under any of these things in the future.
  - (1) Having a relationship wherein the Member of an Organized Crime Group is controlling management
  - (2) Having a relationship wherein the Member of an Organized Crime Group is substantially involved in management
  - (3) Having a relationship wherein the Member of an Organized Crime Group is being unjustly used for the purpose of obtaining unjust profit for the member, the member's company, or a third party or for the purpose of causing damage to a third party
  - (4) Having a relationship wherein funds are being provided or advantages are being given to the Member of an Organized Crime Group
  - (5) A board member or a person who is substantially involved in management has a socially reprehensible relationship with the Member of an Organized Crime Group
- 2. The member firmly promises that he or she will not, either personally or through a third party, conduct any of the following: (i) violent demands or actions; (ii) unjust demands or actions that exceed legal responsibility; (iii) threatening words or actions, or actions that use violence in relation to a transaction; (iv) actions of spreading rumors, using fraudulent means, or using power to damage the Company's reputation or hinder the Company's business; or (v) other actions that are equivalent to the preceding descriptions.
- 3. If the member violates one of the two preceding clauses, or if it is revealed that the member conducted such a violation, the Company can refuse the member's Application and suspend use of the Card. In addition, in such a case the member will naturally lose the benefit of term for the debts that the member bears to the Company (including debts based on agreements other than these terms), and the member is to pay the remaining debt amounts in a lump sum.

## Article 25 (Submission of a certificate of annual income)

The member is to consent to the matters below in advance in relation to being asked by the Company to provide a document (hereinafter referred to as the "Certificate of Annual Income") that clarifies income, revenue, or other financial resources, such as an income tax withholding slip.

- (1) When the member is asked to provide the Certificate of Annual Income, the member will cooperate with that provision.
- (2) The Company will check the content of the submitted Certificate of Annual Income and use it to investigate the ability for repayment.
- (3) It is not possible to return the submitted Certificate of Annual Income to the member.
- (4) When the member does not cooperate with the submission of the Certificate of Annual Income or, even if the member cooperates with the submission of the Certificate of Annual Income, depending on the result of an investigation of the content of the relevant document and the ability for repayment, there may be suspension of the use of the Card or a change to the limit in which use is possible.

#### Article 26 (Confirmation at the time of a transaction)

In the event that procedures for confirmation at the time of a transaction (confirmation of matters that are specific for the relevant person (name, address, and date of birth), transaction purpose, and occupation) based on the "Act on Prevention of Transfer of Criminal Proceeds" are not completed within the Company's prescribed period, the Company may refuse membership, revoke member qualifications, or suspend use of all or a portion of the Card.

#### Article 27 (Invitations related to agreements for loans)

The member is to consent in advance to the fact that the Company will use telephone calls, postal mail, or e-mail to make invitations related to agreements for loans. Provided, however, that the member can make a proposal to the Company and thereby refuse invitations related to agreements for loans.

#### Article 28 (Proposal for suspension of information such as promotional materials)

For promotional materials and printed materials provided by the Company, the member can make a proposal to the Company and thereby suspend promotional materials and printed materials for the period desired by the member.

# Article 29 (Accessing and copying account books)

The member can access and copy the member's own history of use of the Card based on the Company's prescribed procedures. The place for access and copying will be the contact office of the Company's head office or branch. In order to confirm the member or the member's representative, the Company is to request submission of the Residence Card as ID and, in the case of the member's representative, a necessary document such as a letter of proxy.

## Article 30 (Governing laws)

The laws of Japan will be applied for all governing laws related to agreements between the member and the Company.

# Article 31 (Changes of the terms)

- 1. The Company may change the content of these terms based on Article 548-4 of the revised Civil Code. In such a case, the Company is to give advance notice of the time and content of the change by using a method of making public announcement on the Company's homepage or individually notifying the member.
- 2. When the member uses the Card after a change of these terms based on the preceding clause becomes effective, it will be deemed that the member consented to the changed matter or the new Terms of Membership. In addition, even in the event that the Card is not used, if the member does not make an objection about the change within the notified period, the Company will deem that the member consented to the relevant changed matter.
- 3. In the event that the member does not consent to these terms, that member or the Company can cancel the agreement, and the member is to cut up the Card's magnetic stripe portion and IC chip portion before beginning use of the Card, return the Card to the Company, and conduct the Company's prescribed procedures to withdraw from membership.

## Article 32 (Court of agreed jurisdiction)

The member is to agree to the fact that, in the event of a dispute arising concerning these terms, the summary court or district court that has jurisdiction over the member's dwelling place, the place of the agreement, or the Company's head office, individual branch, or office will be the court of jurisdiction, irrespective of the amount in dispute.

# Article 33 (Agreement about transfer of the Card's use credits)

The member is to agree in advance that, in the event that the Company recognizes that it is necessary, the Company will transfer credits that it has against the member to a credit collection agency and acquire or provide information that is necessary for credit management.

#### Article 34 (Use of the Card outside Japan)

The matters below will be applied for use of the Card outside Japan.

- (i) In the event that the price for the purchase of an item is in foreign currency, the Company will have the member pay the amount converted to Japanese yen based on a method stipulated by the Company or an international affiliated organization.
- (ii) In principle, the method of payment for the price for the purchase of an item will be a one-time payment
- (iii) The laws of Japan, including the Foreign Exchange and Foreign Trade Act, will be applied for all of the matters of these terms.
- (iv) The Company can, at any time, cancel or suspend use of the Card in countries designated by the Company.

#### **Card Shopping Clauses**

- 1. After consenting to these terms, the member can present the Card at a Member Store, write his or her signature on the prescribed sales slip in the same way as the signature on the Card, and thereby use the Card for shopping, work, or a service.
- 2. Irrespective of the preceding clause, in some cases, signing the sales slip may be substituted by completing the Company's prescribed procedures on a terminal installed in a Member Store. In addition, in cases that are specially allowed by the Company, such as electronic commerce, mail order, or sale by telephone reservation, the member can omit presentation of the Card and signing the sales slip by using a method designated by the Company. In such a case, an inquiry may be made about the personal identification number or the security code stated on the back of the Card. In other cases that the Company allows, presentation of the Card may be omitted, and a method that substitutes for that presentation may be used.
- 3. The member is to entrust to the Company the Company's advance payment of the use fees for the Card Shopping to the Member Stores on behalf of the member and is to pay the Card Shopping payment amounts (the amounts that result from adding service charges to the use fees for the Card Shopping; the same also applies below) to the Company.
- 4. The member can purchase products and receive services at Member Stores with which a credit card company or financial institution affiliated with the Company concluded an agreement and at Member Stores with which a credit card company or financial institution that is a member of MasterCard concluded an agreement.
- 5. For portions of products, rights, or services, such as use amounts or vouchers that are particularly stipulated by the Company or an affiliated credit card company or Member Store, use of the Card Shopping may be restricted or use may not be possible. In addition, in the event that the Company judges that the member's use of the Card is not appropriate, such as use of the Card for an overseas gambling transaction using the Internet or use of the Card for a shopping transaction for the purpose of conversion to money, the Company can refuse use of the Card. Furthermore, in some cases the Company's consent may be necessary for use of the Card, depending on the use amount or the type of product, right, or service. In such a case, the Member Store is to make an inquiry to the Company, and the member is to consent to this in advance.
- 6. In the event that the Company recognizes that it is appropriate, the member can use the Card Shopping by registering the prescribed matters such as the member number with a Member Store in advance, as a means of settling communication service fees and other types of use fees that will arise continuously. In such a case, when there is the loss of member qualifications due to withdrawal from membership or another reason, a change in the member number, or another change in the relevant registered content, the member is to notify the Member Store, and the member is to bear responsibility for failing to make that notification. Provided, however, that the member is to consent in advance to the Company notifying the Member Store on behalf of the member, and based on a request by the Member Store, of the relevant changed information.
- 7. The member is to consent in advance to the fact that, for the purpose of preventing fraudulent use of the Card by third parties when the Card is presented to a Member Store for use of the Card Shopping or when the Card Information was reported, in the event that the Company receives a request for confirmation from the relevant Member Store, the Company may verify the member's member number, name, home address, telephone number, and other information that the user of the relevant Card Shopping reported to the Member Store against the personal information that the member reported to the Company, and then reply to the relevant Member Store about whether or not the information matches.
- 8. In the event that the Company recognizes that it is necessary in order to avoid fraudulent use of the Card by a third party, the Company may ask a Member Store to investigate the member's identity at the time of use of the Card Shopping, and the member is to consent in advance to cooperating with the investigation.

## Article 36 (Special agreement associated with retention of ownership)

The member is to consent in advance that ownership of a product purchased with the Card will transfer from a Member Store to the Company by the Company having made payment on behalf of the member in advance, and that ownership will be retained by the Company until complete repayment of the debt for the relevant product, and the member is to comply with the matters below.

- (1) Managing the product with the care of a good manager and not pledging, transferring, loaning, or conducting other actions that will infringe the Company's ownership
- (2) In the event that there is a possibility that the product's ownership will be infringed by a third party, promptly contacting the Company about that fact, and striving to eliminate that infringement by asserting and proving that the Company owns the product
- (3) The member is to consent in advance to the fact that, in the event that the member loses the benefit of term based on the aforementioned Article 21, the Company can take over the product based on the ownership that is retained, and the Company can appropriate that product, at a suitable price decided by the Company, to unpaid debts based on these terms. When an insufficiency arises, settlement is to be made immediately between the member and the Company.

#### **Article 37 (Method of paying the Card Shopping Payment Amounts)**

- 1. The method of remitting payment for use of the Card Shopping at a Member Store will be according to the method below.
  - (1) The payment method for the Card Shopping will be the method that the member designates, either at the time of becoming a member or when using the Card, from among one-time payment, two-time payment, payment in installments, lump-sum payment at the time of a bonus, or Revolving Payment.
  - (2) The payment method will be as stated below.
    - (i) In the case of one-time payment, use fees are paid in a lump sum in the following month.
    - (ii) In the case of two-time payment, use fees are paid in the amount of one-half each time in the following month and the month after the following month, and in the event that a fraction arises, it is to be included and paid in the initial payment month. Provided, however, that the unit for installment payment amounts will be JPY 100, and in the event that a fraction arises, it is added and included in the first payment.
    - (iii) In the case of payment in installments, use fees are to be paid based on the designated number of installments. The number of payments, actual annual rate, service charges, and total payment amount for the Card Shopping will be as stated in the attached table "Information About the Payment Method for the Card Shopping." In addition, the installment payment amounts will be the amounts that result from dividing the total payment amount for the Card Shopping by the number of payments. Provided, however, that the unit for installment payment amounts will be JPY 100, and in the event that a fraction arises, it is added and included in the first payment. (Provided, however, that service charges for payment in installments may differ depending on the Member Store.)
    - (iv) In the case of a lump-sum payment at the time of a bonus, the bonus payment month will be either July or August for summer and either December or January for winter, the handling period will be limited to the Company's prescribed period, and the Company will have the member make the lump-sum payment in the bonus payment month. (Provided, however, that the period in which use is possible, the amount, and the payment month that can be selected may be restricted depending on the Member Store.)
    - (v) In the case of the Revolving Payment, the debt balance for the Revolving Payment as of the closing date is to be paid by using the payment course (the revolving payment course in the attached table "Information About the Payment Method for the Card Shopping") that the member selected from the Company's prescribed formula (a formula (with/in) in which the fixed amount slides based on the balance Revolving Payment). The relevant repayment amount is to include a service charge of an 18.00% actual annual interest rate for the balance.
    - (vi) In the event that the balance for the Revolving Payment and the total amount of service charges are less than the repayment amount for the payment course that the member designates, that total amount will be the repayment amount. In addition, in the event that the balance exceeds the use limit for revolving, the Company will have the member repay the excess portion in a lump sum. Provided, however, that in a case that was specially allowed by the Company, the member will make repayment after completing the procedures by the method stipulated by the Company.
  - (3) For the payment amount for the Card Shopping, the Company will have the member pay the Company's prescribed closed portion (closing on the 15th of the month) on the payment date designated by the Company (if it is a day when financial institutions are closed, the following business day).

- 2. In the event that the Card Shopping will be used in Japan at a Member Store with which the Company's affiliated credit card company or financial institution stipulated in Article 35.4 concluded an agreement, there will be restrictions for the payment method.
- 3. For the month of beginning payment for the Card Shopping, due to clerical circumstances it may be changed to during or after the month after the following month.

## Article 38 (Late payment charge)

- 1. In the event that the member is late in remitting payment amount for the Card Shopping, the member is to pay a late payment charge of the amount that results from multiplying the annual rate below (calculation on a daily basis using 365 days a year; provided, however, that 366 days will be used for a leap year) by the relevant payment amount from the date after the payment date until the date when payment is completed.
  - (1) For a transaction that is a two-time payment, payment in installments or payment at the time of a bonus and that is related to the purchase of a product or a designated right or receipt of a service, the amount that results from multiplying an annual 14.6% by the relevant payment portion, or the amount that results from multiplying the statutory interest rate by the total remaining amount of the payment amount for the Card Shopping, whichever amount is less; provided, however, that for a transaction for which the Company charged a lump sum in the following month based on Article 9.3 or Article 37.1 (2) (vi), the amount that results from multiplying an annual 14.6% by the relevant payment portion
  - (2) Irrespective of the provisions of the previous item, for a transaction that falls under Article 35-3-60.1 of the Installment Sales Act or a Card Shopping transaction that does not fall under a transaction stipulated in the previous item, the amount that results from multiplying an annual 14.6% by the relevant payment portion
- 2. When the member loses the benefit of term, the member is to pay a late payment charge of the amount that results from multiplying the annual rate below by the entire amount of the balance of the payment amount for the Card Shopping from the date after the loss of the benefit of term until the date of complete repayment.
  - (1) For a transaction of Article 38.1 (1), the amount that results from multiplying the statutory interest rate by the total remaining amount of the Card Shopping Payment Amounts
  - (2) For a transaction of Article 38.1 (2), the amount that results from multiplying an annual 14.6% by the total remaining amount of the Card Shopping Payment Amounts

## Article 39 (Advanced repayment of the Card Shopping Payment Amounts)

- 1. For moving repayment of all or a portion of the Card Shopping Payment Amounts forward and making payment before the agreed repayment date stipulated in these terms (hereinafter referred to as the "Advanced Repayment"), the member is to contact the Company in advance and obtain the Company's consent.
- 2. At the time of the advance contact stipulated in Article 39.1, the member is to designate the scope in which the Advanced Repayment will be conducted, the repayment method, and the payment date, and the Company will follow that designation and notify the member of the amount that should be paid at the time of the relevant payment date. The scope of the Advanced Repayment and the repayment method that the member can designate are as stated in the table below.

Payment method	Scope of repayment or payment	Repayment method
Payment in installments	Only the entire amount	Transfer to the Company's designated account
Revolving	The entire amount	Transfer to the Company's designated account
Payment	A portion	Transfer to the Company's designated account

- 3. In the event that payment to the Company falls under any of the items below, the Company can, without notifying the member, deem that the relevant payment was payment on the Company's prescribed date and use the Company's prescribed order and method to conduct appropriation to any debt to the Company (including debts based on agreements other than these terms) or, in the event that there is a surplus amount, give a refund by account transfer or postal money order.
  - (1) When it is conducted without contacting the Company in advance or without the Company's consent
- (2) When it falls under an item below, even if the Company is contacted in advance and the Company consents
- (i) When it is conducted on a date that differs from the payment date that is designated at the time of advance contact
- (ii) When it is conducted by a method that differs from the repayment method that is designated at the time of advance contact
- (iii) When there is payment of an amount that differs from the amount for which the Company gives notification by following the member's designation at the time of advance contact
- 4. When the member performed payment of the Card Shopping agreed payment amount and paid the balance in a lump sum during the agreed payment period, the member can claim from the Company a refund of an amount according to the Company's prescribed ratio from among the installment service charges for which the deadline has not arrived and wherein the amounts were calculated by using the Company's prescribed calculation method.
  - (1) Of the service charges for payment in installments in a case of payment in installments, refund calculation for the portion for which the deadline has not arrived will be conducted by a calculation method that uses a seven-eighths method of proportionally dividing the total amount of service charges by the number of times of installments and then accounting revenue each time a repayment date arrives.
  - (2) There will be no refund for all or any portion of the Advanced Repayment in a case of the Revolving Payment.

# Article 40 (Cancellation of a sales agreement due to a difference between a sample or catalog and provided content)

In the event that a product that is delivered or work (including services; hereinafter the same) that is provided in a case in which the member makes an application to a Member Store based on a sample or catalog clearly differs from the sample or catalog, the member can ask the Member Store for replacement of the product or re-provision of the work or cancel the relevant sales agreement or cancel the agreement for provision of work. When a sales agreement is cancelled, the member is to promptly notify the Company of that fact.

#### Article 41 (Defense for suspension of payment)

- 1. When there is a reason stated below, the member can, during the period until that reason is eliminated, suspend payment of the Card Shopping Payment Amounts for the product, right, or service for which the relevant reason exists. Provided, however, that it is not possible to suspend payment for rights other than the designated rights stipulated in the Installment Sales Act.
  - (1) A case in which a product is not delivered, a right is not transferred, or service is not provided
  - (2) A case in which there is agreement nonconformity (a flaw) in the product, right, or service
  - (3) Another case in which there is a reason for protest that has arisen against the Member Store concerning sale of a product or right or provision of a
- 2. When the member notified the Company of the fact that it will conduct the suspension of payment of the preceding clause, the Company is to immediately complete the required procedures.
- 3. When the member will make the notification of the preceding clause, the member is to strive in advance to conduct negotiations with the Member Store

for the purpose of elimination of the aforementioned reason, and both parties are to resolve the dispute between the member and the Member Store.

- 4. When the member makes the notification of Article 41.2, the member is to strive to promptly submit to the Company a document (if there are materials, they are to be attached) that states the reason from Article 41.1. In addition, when it is necessary for the Company to investigate the reason of Article 41.1, the member is to cooperate with that investigation.
- 5. Irrespective of the provisions of Article 41.1, when any of the reasons below applies, it will not be possible to suspend payment.
  - (1) When use of the Card is a one-time payment
  - (2) Even in the event that use of the Card will receive application of the Installment Sales Act, when the sales agreement falls under Article 35-3-60.1 of the Installment Sales Act
  - (3) When the total payment amount for one instance of use of the Card is less than JPY 40,000; provided, however, that in a case of the Revolving Payment, when the cash-sale price for one instance of use of the Card is less than JPY 38,000
  - (4) When the member's suspension of payment goes against good faith
  - (5) When the Card is used outside Japan
  - (6) When an action infringes the Company's credit
  - (7) When a reason of one of the items of Article 41.1 is attributable to the member
- 6. When the member's notification of a protest is related to the Revolving Payment, the Company can charge the member for the payment portion calculated based on the amount that results from deducting the amount equivalent to the price of the product for which the relevant reason for protest exists from the balance of the debt for the Revolving Payment.

# Special Agreement for Service for Changing the Method of Using and Paying for Shopping, and for Service for Advance Registration of the Payment Method for Revolving Payment for Shopping

This special agreement will be applied only to a member who registered the "service for changing the method of using and paying for shopping (commonly referred to as "changing to revolving")" (hereinafter referred to as the "Change to Revolving") or the "service for advance registration of revolving payment for shopping (commonly referred to as "automatic revolving")" (hereinafter referred to as the "Automatic Revolving"; both services are collectively referred to as the "Services").

#### **Article 42 (Service content)**

- 1. The Change to Revolving service refers to a service by which, for the Card Shopping use fees for which the member designates one-time payment, two-time payment, or lump-sum payment at the time of a bonus as the payment method when the Card is used, it is possible, after the use of the Card, to notify the Company, through the Company's prescribed method, by the date separately stipulated by the Company of the fact that the member wants to change the payment method for the relevant Card Shopping use fees to the Revolving Payment or installment payment of three times or more and, without changing the initial payment date (the Company's initial payment date, excluding lump-sum payment at the time of a bonus), change the payment method.
- 2. The Automatic Revolving is a service by which the member can give advance notification before using the Card, and thereby make payment by changing the payment method for the Card Shopping that is designated as one-time payment in the following month to the Revolving Payment beginning with use after that notification.

## Article 43 (Payment of service charges and change of the payment method)

- 1. The Services can be used only in cases allowed by the Company, and the Company will register the change of the payment method for the one-time payment, two-time payment, or use fees for lump-sum payment at the time of a bonus for which notification is received under Article 43.1 and the Card Shopping one-time payment after the notification of Article 43.2.
- 2. In the event that the registration of the preceding clause is made, the member is to follow the revolving payment provisions stipulated in the Card Shopping Clauses of the Card's Terms of Membership and, in addition to the relevant Card Shopping use fees, pay the revolving payment service charges to the Company.
- 3. In the event that the registration of Article 43.1 is made, it will not be possible to subsequently cancel or change the registration.
- 4. In the event that the Revolving Payment or another installment transaction is changed because of change of the payment method, the limit in which use is possible for an installment transaction may not be exceeded.

#### **Article 44 (Other matters)**

In the event that the change of the payment method stipulated in the preceding article is registered, a document about that change may be issued by issuing details of the Card use fees to the member instead of issuing a registration document.

## **Deposit Clauses**

## Article 45 (Entrustment of a deposit)

- 1. As collateral for all debts based on these terms, the member is to entrust a deposit to the Company based on the stipulations of each of the items below. Interest is not to be added to the deposit.
  - (1) The amount of the deposit that is entrusted will be the amount that results from multiplying the ratio stipulated by the Company by the Card's limit in which use is possible within the scope that does not exceed the Card's limit in which use is possible, and the amount will be separately indicated to the member.
  - (2) For the deposit, the amount that the Company indicates by following the stipulations of Article 45.1 (1) is to be entrusted by the method designated by the Company and by the date designated by the Company.
- 2. In the event that the member does not entrust the deposit by the date designated by the Company based on Article 45.1.2, handling will be conducted as though the member withdrew from membership for the Card.
- 3. It will not be possible to transfer to a third party or pledge the right to claim return of the deposit.

# Article 46 (Return of the deposit)

- 1. In the event that the member falls under Article 19.1 or Article 19.4, the Company is to confirm that all of the debts based on these terms have been eliminated and then return the deposit by remittance to the Transfer Account in Japan. In addition, for a member who has not registered a Transfer Account in Japan with the Company, the Company is to obtain the member's consent and then return the deposit by sending a postal money order to the member's notified address in Japan. Provided, however, that the member is to bear the expenses that arose for returning the deposit, and is to not object to the fact that return will be made after deducting those expenses from the deposit.
- 2. Irrespective of the stipulations of Article 46.1, in the event that the Company judges that there is a possibility that a debt that the member should bear based on these terms will arise in the future, the Company can withhold return of the deposit until that possibility is eliminated.

# Article 47 (Appropriation using the deposit)

- 1. The Company can, based on its own judgment, appropriate the deposit to any debts based on these terms.
- 2. In the event that payment is three months late, the member is to not object event if the Company appropriates the deposit to any debt based on these terms without notifying the member.
- 3. In the event that notification of being entrusted with adjustment of debts is received from an attorney, the member is to not object even if the Company appropriates the deposit to any debt based on these terms without notifying the member.

- 4. In the event that the amount is insufficient for completely repaying unpaid debts even by appropriation of the deposit, the member is not to object even if the Company conducts appropriation to unpaid debts by using the order and method that the Company recognizes as appropriate without notifying the member.
- 5. In the event that there is a remaining deposit after the deposit is appropriated based on Article 47.4, that deposit is to be returned in accordance with Article 46.
- 6. In the event that unpaid debts remain after deposit appropriation, the member is to immediately pay the entire amount of unpaid debts.

## **Other Clauses**

## Article 48 (Notification of foreign PEPs)

In the event that the member falls under a foreign government dignitary, a family member of a foreign government dignitary, or a company substantially controlled by a foreign government dignitary (collectively referred to as the "Foreign PEPs"), the member is to notify the Company by using the Company's prescribed method. In the event that the member falls under the Foreign PEPs, in order to correspond to laws and ordinances there may be restriction of some use.

## Information About the Payment Method for the Card Shopping (Attached Table)

Payment in a designated number of times: Number of times of payment, payment period, and actual annual interest rate

Number of	1 time	2	3	4	5	6	7
payments	1 unic	times	times	times	times	times	times
Payment period (number of months)	1	2	3	4	5	6	7
Actual annual interest rate (%)	0	0	14.70	15.64	16.25	16.68	16.98
Amount of service charges for payment in installments, per JPY 100 of use fees (JPY)	0	0	2.46	3.28	4.10	4.92	5.74
Number of	8	10	12	15	18	20	24
payments	times	times	times	times	times	times	times
Payment period (number of months)	8	10	12	15	18	20	24
Actual annual interest rate (%)	17.21	17.51	17.69	17.84	17.89	17.90	17.88
Amount of service charges for payment in installments, per JPY 100 of use fees (JPY)	6.56	8.20	9.84	12.30	14.76	16.40	19.68

(\*In some cases, there may be restrictions on the number of times use is possible, depending on the Member Store.)

Payment method	Interest rate	Payment period / Number of times
Payment in a designated number of times	Actual annual interest rate 14.70% to 17.90%	(Payment on the prescribed date of each month, beginning in the following month)

• Example of repayment by payment in installments: A case in which ten times of payment were used for JPY 100,000 (including consumption tax)

Service charges for payment in installments JPY 100,000 × (JPY 8.20/JPY

100) = JPY 8,200

Total payment amount JPY 100,000 + JPY 8,200 = JPY 108,200

Installment payment amount JPY 108,200 ÷ 10 times = JPY 10,820

First time JPY 11.000 Next time JPY 10.800

©Revolving payment

(Revolving payment course)

Use balance for revolving	Each month's repayment amount
100,000 yen	5,000 yen

	200,000 yen	10,000 yen
ĺ	300,000 yen	15,000 yen
ĺ	For use of revolving payment that exceeds 300,000 van, the amount	

For use of revolving payment that exceeds 300,000 yen, the amount will increase 5,000 yen each for each increase of 100,000 yen.

• Example of repayment by revolving payment: A case of a balance of JPY 100,000 and a monthly amount of JPY 5,000 for revolving repayment (actual annual interest rate 18.00%, calculation on a daily basis) and closing on the 15th of each month

Payment date: The 6th of the following month

#### Specific calculation example

A case of new use of revolving payment for JPY 100,000 on January 1

Initial service charges: JPY 100,000 × 18.00% ÷ 365 days × 22 days = JPY 1,084

Appropriation of principal: JPY 5,000 - JPY 1,084 = JPY 3,916

Second time

Use balance: JPY 96,084 The relevant month's repayment amount: JPY 5,000 Appropriation of service charges: JPY 96,084  $\times$  18.00%  $\div$  365 days  $\times$  28 days = JPY 1,326

Appropriation of principal: JPY 5,000 – JPY 1,326 = JPY 3,674 \*Fractions will be included in the final repayment amount.

\*This is an ordinary example that does not consider cases in which the payment date (the prescribed date each month) is a Saturday, Sunday, or holiday, and it differs from the use details.

# Agreement Clauses Related to Handling (Collection, Possession, Use, and Provision) of Personal Information

#### Article 1 (Agreement for collection, possession, and use of personal information for the purpose of credit)

- 1. An applicant for membership for the Card or a member (hereinafter collectively referred to as the "Member") is to agree to the fact that Nexus Card Co., Ltd., (hereinafter referred to as the "Company") will, based on these terms and for the purpose of credit judgment for transactions with the Company, including a transaction agreement for the Card (hereinafter referred to as the "Agreement"; also includes an application for the Agreement; hereinafter the same), management after credit is granted, and provision of incidental services, take protection measures for the information below (hereinafter collectively referred to as the "Personal Information") and then collect, retain, and use it.
- (1) The name, gender, age, date of birth, address, telephone number, mobile telephone number, e-mail address, place of work (details about place of work), family composition, housing situation, and matters related to a driver's license that the Member stated in the Company's prescribed application form and other information that the Company obtained from submission notification or a report by the member (including information about changes that the Company learned by receiving notification from the applicant or the Member after conclusion of the Agreement)
- (2) Information related to the content of the Agreement, such as the types of agreements related to the Agreement, the date of application, the agreement date, the name of the stores that are used, product names, the agreement amount, the number of times of payment, service charges for mediation for comprehensive credit purchases, each month's installment payment amount or repayment amount (payment amount), the payment method, and the Transfer Account
- (3) Information related to transactions with the Member, such as the balance about the monthly repayment situation or transfer of credits
- (4) "Information for judging payment ability," such as the Member's assets, debts, income, and expenditures that the Member declared, and the credit use history and repayment situation for past debts that the Company collected and will retain and use, for the purpose of investigating the Member's payment ability related to the Agreement or for the purpose of investigating payment ability while payments are being made
- (5) Identification information (hereinafter referred to as the "Identity Verification Information") stated in identity verification materials, such as a residence card, driver's license for which presentation of the original or issuance of a copy is received from the applicant, or information stated in screening materials, for the purpose of confirming that the applicant for the Agreement is the same person as the Member or information stated in a copy of the family register or a resident card that the Company lawfully and properly obtained for the purpose of personal identification or confirmation of whereabouts
- (6) In the event that there is an agreement that the Member already concluded with the Company, the fact that an application for the relevant agreement was made and credit information based on objective transaction facts related to the relevant agreement, and information that is obtained through collection of credits or credit during the agreement
- (7) Information that the Company learned through an inquiry made by telephone
- (8) Information that has been made publicly available through an official gazette, a telephone book, or a housing map
- (9) For a non-in-person transaction that used a means of communication, such as an online transaction through the Internet or logging in to the Company's member site, information related to the computer, smartphone, tablet terminal, or other device that the Member used for the relevant online transaction or logging in (type and language of OS, IP address, location information, terminal identification number, etc.)
- 2. For consignment of the Personal Information, if the Company consigns the Company's work to a third party based on these terms, the Company is to take protection measures for the Personal Information and then consign the Personal Information to the relevant party to which work is consigned, within the scope that is necessary for work performance.
- 3. The Member is to agree to the fact that, if the Company is asked to conduct submission based on the provisions of various laws and regulations, or if it is necessary for the purpose of public interest that is equivalent to such a situation, the Company will provide the Personal Information to a public organization.
- 4. The Member is to agree to the fact that the Company and the member stores (hereinafter referred to as the "Member Stores") stipulated in the Agreement will, based on the Agreement, provide information to the Member Stores and use the Personal Information in item (1) through item (3) of this article for advance payment on the Member's behalf, cancellation settlement, settlement associated with early cancellation based on a law or ordinance, and settlement of the Member Stores' service charges with the Member Stores.
- 5. Information about joint use of the Personal Information is to be publicly announced by always being posted on the Company's homepage on the Internet.
- 6. The Member agrees to the fact that the Personal Information possessed by the Company will include information received from the applicant at the time of this application (if the Company rejected the relevant application) and information after the Agreement ended or the Member completed repayment, and that the Company will use it for a certain period.

# Article 2 (Use of the Personal Information)

The Member agrees to the fact that the Company will use the Personal Information of item (1) through item (2) of Article 1.1 of these articles for the purposes below.

- (1) Notification about new product information for the business of the Company and the Company's group and services related to that information
- (2) Market surveys and product development for the business of the Company and the Company's group

(3) Sales guidance for sending or transmitting promotional materials or printed materials for the business of the Company and the Company's group \*The Company's business is the credit business (including credit card business), financing business, guarantee business, money collection agency business, solicitation for life insurance, agency for damage insurance, and business of enclosing sales information of the Member Stores, the Affiliated Company, and other companies in the Company's sales information and then sending it. We provide notification about the Company's specific business on the Company's homepage (https://www.nexuscard.co.jp/).

## Article 3 (Registration with and use by a designated credit bureau)

- 1. The Member agrees to the fact that inquiries will be made to a personal credit information agency (a party that conducts business of collecting information related to individuals' payment ability and repayment ability and providing that information to its members) as stated below to which the Company belongs and a personal credit information agency affiliated with that agency, and in the event that the Personal Information of the Member or that Member's spouse is registered, the Company will use that information in order to investigate the Member's payment ability and repayment ability.
- 2. The Member agrees to the fact that the information stipulated in the table below (including the history of that information) based on the Agreement for the Member and that Member's spouse will be registered for the period stipulated in the table below with the personal credit information agency in which the Company is a member and that it will be used for investigation of the Member's payment ability and repayment ability by the personal credit information agency in which the Company is a member and by the members of the personal credit information agency that is affiliated with that agency.

Company name Matter	Credit Information Center CORP. (CIC)	
(i) The fact that an application was made for the Agreement	A six-month period beginning on the date when the Company made an inquiry to a personal credit information agency	
(ii) Objective transaction facts related to the Agreement	During the agreement period and up to five years after the agreement ends	
(iii) The fact that payment of a debt was late	During the agreement period and a five-year period after the agreement ends	

3. The name, location, and telephone number for inquiries for the designated credit bureaus or personal credit information agency in which the Company is a member are as stated below. In addition, in the event that the Company will newly join and register or use a personal credit information agency during the Agreement period, it is to give separate notification in writing and obtain agreement.

Credit Information Center Corporation (the designated credit bureau based on the Installment Sales Act) (the designated credit bureau based on the Money Lending Business Act)

Address: 15F, Shinjuku First West Bldg.

1-23-7 Nishi-Shinjuku, Shinjuku-ku, Tokyo 160-8375

Telephone number for inquiries: 0120-810-414 Homepage address: https://www.cic.co.jp/

- \*For details about membership qualifications and the names of member companies of Credit Information Center CORP., please read its homepage stated above
- 4. The personal credit information agencies that are affiliated with the designated credit bureau (Credit Information Center CORP.) in which the Company is a member are as stated below.
- (1) Japan Credit Information Reference Center Corp. (the designated credit bureau based on the Money Lending Business Act)

Address: Sumitomo Fudosan Bldg. No. 5

1-10-14 Kita-Ueno, Taito-ku, Tokyo 101-0014

Telephone number for inquiries: 0570-055-955

Homepage address: https://www.jicc.co.jp/

\*For details about membership qualifications and the names of member companies of Japan Credit Information Reference Center Corp., please read its homepage stated above.

(2) Japanese Bankers Association

Address: 1-3-1 Marunouchi, Chiyoda-ku, Tokyo 100-8216.

Telephone number for inquiries: 03-3214-5020

Homepage address:

https://www.zenginkyo.or.jp/pcic/

\*For details about membership qualifications and the names of member companies of Japanese Bankers Association, please read its homepage stated above.

5. The information that will be registered with the personal credit information agency in which the Company is a member and that is stated in Article 3.3 is as stated below.

Credit Information Center

Information for identifying the relevant person (name, birthdate, address, telephone number, place of work, telephone number at the place of work, and symbols and numbers on the Residence Card) and information related to the relevant marriage relationship if the Member has a spouse, information related to agreement content (type of agreement, agreement date, agreement amount, loan amount, product name and the product's quantity/number of times/period, and the number of payments), and information related to the state of repayment (use balance, balance of installments, planned amount of annual charges, payment date, date of complete repayment, arrears)

# Article 4 (About provision of the Personal Information to third parties)

The Member agrees to the fact that the Company will implement protective measures and then provide the Personal Information to the third parties below, within the scope below, and that those third parties will use the relevant Personal Information for the purposes below in accordance with the intent of provision.

- (1) Scope of third parties to which provision will be made
  - (i) Related companies and business partners as stated on the Company's homepage
  - (ii) The head of the municipality or the registrar when the Company applies for a resident card, family register label, or certificate of registered matters in order to verify the Member's identity or confirm the Member's whereabouts
  - (iii) Attorneys, judicial scriveners, and accountants to which the Company consigns work
- (2) Content of information that will be provided to third parties

The Member's application information based on the Agreement, the Personal Information (provided, however, that the Personal Information that the Company obtained from a credit information agency is excluded), and information about application for an insurance contract

(3) Purposes of use by parties that conduct use

Each of the purposes stated in Article 2 (In such a case, "the Company" in the aforementioned purposes of use will be replaced by and read as the "third party to which provision is made.")

## Article 5 (About information concerning financial products and services)

The Member agrees that the Company and the related companies and business partners posted on the Company's homepage will properly use and provide the Member's Personal Information for the purposes below as well. Provided, however, that in the event that the Member does not want information from the Company about the financial products and services below, excluding when information is provided about financial products and services at opportunities when the Member accessed the Company, the Company will not provide such information.

Purpose: In order to provide information to the Member by sending or transmitting (including e-mail) sales, invitations, advertisements, and promotional materials for services and financial products (hereinafter collectively referred to as the "Financial Products"), such as loans and credit cards, that are currently handled or will be handled in the future by the Company and the related companies and business partners posted on the Company's homepage; the Company will contact the member by means of a telephone call or direct mail (including e-mail) in order to introduce the Financial Products. Limited to use based on this purpose, cancellation will be made based on a proposal by the Member. An application will not be refused based on the reason that information about the Financial Products is not wanted. In addition, the Company's business partners are publicly announced on the Company's homepage.

# Article 6 (Disclosure, correction, and deletion of the Personal Information)

- 1. Based on the stipulations of the Act on the Protection of Personal Information, the Member can ask the Company or the designated credit bureau stated in Article 3 of these articles to disclose the Personal Information related to the Member.
  - (1) If you will ask the Company for disclosure, please contact the consultation office stated at the end of this document. The consultation office will reply concerning details of procedures for requesting disclosure (reception office, reception method, necessary documents, and service charges). In addition, notification about procedures for requesting disclosure is also made by the Company's prescribed method (homepage: https://www.nexuscard.co.jp/).
  - (2) If you will ask the designated information agency for disclosure, please contact the designated credit bureau stated in Article 3 of these articles.
- 2. In the event that it is revealed that the content of the Personal Information differs from the facts, the Company is to promptly handle correction or deletion, based on the stipulations of the Act on Protection of Personal Information.

## Article 7 (A case in which the Member does not agree to these terms)

In the event that the Member does not want to state the matters for which a statement is required in the Agreement, or in the event that the Member cannot consent to all or a portion of the content of these terms, the Company may refuse the Agreement or complete the procedures for withdrawal from membership. Provided, however, that even if the Member does not agree to Article 2, Article 4, and Article 5 of these articles, the Company will not use that as a reason to refuse the Agreement or conduct procedures for withdrawal from membership.

#### Article 8 (Proposal for stopping use and provision)

Even in the event that the Company is using or providing the relevant information within the scope for which agreement is obtained based on Article 2, Article 4, and Article 5 of these articles, if a proposal for cancellation is made, the Company will implement measures to cancel use at the Company and provision to other companies from that time onward. Provided, however, that this will not apply for sending invoices or for promotional materials or printed materials that will be enclosed in documents that are necessary for business, such as notification about revisions of these terms or that will be transmitted by e-mail. In the event that the Member does not want the invitations stipulated in the Money Lending Business, the Member is to make a proposal by using the Company's prescribed method, and if that proposal was made, the Company is to not make invitations for financial products during the period stipulated by laws and ordinances.

# Article 9 (Cases in which the Agreement is not established, and use of the Personal Information after cancellation of the Member or after withdrawal from membership)

- 1. Even in a case in which the Agreement is not established, based on Article 1 and Article 3.2 of these articles the fact that this application was made will be used for a certain period, irrespective of the reason why that Agreement is not established, but it will not be used for anything else.
- 2. Even after cancellation or withdrawal from membership based on Article 19 of the General Clauses of the Terms for Nexus Global Card Members, the Personal Information will be retained for the period stipulated by the Company within the scope that is necessary for Article 1 and Article 5 of these articles. Provided, however, that a proposal for cancellation of use based on Article 8 of these articles will apply.

# Article 10 (Clause changes)

This article can be changed within the necessary scope by conducting the procedures stipulated in laws and ordinances.

## Consultation office

- 1. For inquiries or consultations about products, please contact the Member Store where the Card is used.
- 2. For inquiries or consultations about the Terms of Membership, documents related to defense of payment suspension, or disclosure, correction, or deletion of the Personal Information, please contact the Nexus Card customer consultation office stated below.

Nexus Card Co., Ltd.
4-17 Chigusa-cho, Miyazaki-shi 880-0006
Customer consultation office: Tel 0570-002123
Homepage address: https://www.nexuscard.co.jp/

"Comprehensive credit purchase intermediation / Registration number" Kyushu (Comprehensive) No. 30

# Please thoroughly read the Terms of Membership and then store them carefully.

## **Terms of Use for Online Services**

## **Article 1 Definitions**

- 1. "Member" refers to a person who has been issued or loaned a credit card that is issued by Nexus Card Co., Ltd. (hereinafter referred to as the "Company").
- 2. "Online Services" (hereinafter referred to as the "Service") refers to the service that has the content of Article 4 and that will be provided on the Company's prescribed website (hereinafter referred to as the "Website").
- 3. "Registration for Use" refers to a Member who wants to use the Service applying for use, and the Company approving the use of the Service and conducting registration as a user.
- 4. "User" refers to a Member who has consented to these terms, applied for use, and completed the Registration for Use that was approved by the Company.
- 5. "Registered Information" refers to the attribute information, e-mail address, and other information for which the User made an application at the time of Registration for Use, other information, and ID (defined in Article 2.3) and password information.

## Article 2 Registration for Use

- 1. The actual Member is the only person who can conduct Registration for Use.
- 2. A Member who wants to use the Service is to consent to these terms and then use the prescribed method to make an application to the Company for the credit card's member number, the e-mail address, and other required matters.
- 3. The Company will issue, to a person who has made an application under Article 2.2 and who has consented to the use of the Service, a number that identifies that person (hereinafter referred to as the "ID") after that person has made the application.
- 4. Registration for Use will be completed at the time when an ID is issued. The person who received issuance of an ID is to be able to designate a password at that person's discretion by following the Company's prescribed rules.
- 5. Registration for Use is to be conducted for each credit card. In the event that Registration for use has been conducted again for the same credit card, the previous ID and password are to lose validity.
- 6. The User can cancel Registration for Use of the Service by using the Company's prescribed method to make an application.

#### **Article 3 Registered Information**

In the event that there has been a change of the content of the e-mail address that was registered at the Company, the User is to immediately conduct the Company's prescribed notification.

#### **Article 4 Content of the Service**

- 1. The content of the Service that the Company will provide is as stated below.
- (1) Web itemization service
- (2) Applications for point conversion
- (3) Identity authentication service (3D secure)
- 2. The Company is to be able to add, change, or cancel content of the Service at the Company's discretion. In such a case, the Company is to use posting on the Website or another method to publicly announce or give notification to the User about the fact that the relevant addition, change, or cancellation will be conducted.

#### Article 5 Method of using the Service

- 1. In addition to these terms, the User is to comply with the "Information," "Points to note for use," and "Other matters to note" in each of the services of Article 4.1 and terms (hereinafter referred to as the "Terms") that will be separately stipulated.
- 2. The User is to be able to use the Service by entering the ID and password on the Website and following the Terms.
- 3. The Company is to confirm the consistency of the ID and password that have been entered, thereby deem that the person who entered them is the relevant User and then provide the Service.

#### Article 6 Partner services

- 1. In addition to the Service, the User is to be able to use services (hereinafter referred to as "Partner Services") that are provided by third parties (hereinafter referred to as "Partners") with which the Company is affiliated.
- 2. In the event that the User will use a Partner Service, the User is to follow the Terms, as well as terms that are stipulated by the Partner.

# Article 7 The User's management responsibilities

- 1. The User is to be aware of the fact that the User's ID and password are maters that will be used in the Service or a Partner Service and is to strictly manage them.
- 2. For use and management of the ID and the password, the User is to conduct management with the care of a good manager so that the ID and password will not be learned by other people.
- 3. Excluding cases caused by the deliberate intention or negligence of the Company or a Partner, the Company is not to bear any liability whatsoever for damage cause by the fact that the ID and password were used by a third party.
- 4. In the event that the User's ID and password have been used and damage has been caused to the Company, a Partner, or a third party, the User must provide compensation for that damage.

#### Article 8 Matters that are prohibited for the User

- 1. The User may not transfer to a third party or allow a third party to use the rights that are possessed as a User.
- 2. The User is to use information that has been obtained through use of the Service within the scope of personal use, and it may not conduct commercial use of such information.

#### Article 9 Intellectual property rights

All of the copyrights, trademarks, and other intellectual property rights included in the Service, such as the content and information of the Service, are matters that attribute to the Company or to the Partner's right holder, and the User may not conduct actions that infringe or that have the possibility of infringing such rights.

# Article 10 Deletion of Registration for Use

In the event that the User has fallen under any of the conditions below and the Company has recognized that it is necessary, the Company is to be able to delete the User's Registration for Use and invalidate the User's ID or to restrict that User's use of the Service.

- (1) A case in which the User has lost member qualifications
- (2) A case in which the User has violated any of these terms
- (3) A case in which the User made a false application at the time of Registration for Use
- (4) A case in which the User did not conduct debt payment or an obligation that is necessary for use of the Service
- (5) A case in which login errors have continuously resulted from using the same ID
- (6) Another case in which the Company has judged that the User is inappropriate as a User

#### Article 11 Notifications to the user

- 1. The Company is to be able to use the User's registered e-mail address to provide notifications and information to the User. Provided, however, that the User is to be able to conduct the Company's prescribed notification and thereby cancel delivery of that e-mail, limited to information provision.
- 2. In the event that damage has arisen for the User or a third party because the Company sent a notification or provided information to the e-mail address that was registered, the Company is not to bear any liability whatsoever, excluding cases caused by the Company's deliberate intention or gross negligence.

## Article 12 Handling of personal information

1. The User is to agree to the fact that the Company will implement the necessary protection measures and then use, for the purposes below, the e-mail

address and other Registered Information, and personal information and other information related to the use of the Service.

- (1) Using such information to provide guidance related to the Company's business, such as delivery of advertisement information
- (2) Using such information for confirmation of matters that are necessary for work and for contacting the User
- (3) Using such information for delivery of e-mails for questionnaires for the purpose of market research
- 2. In the event that the relevant work will be consigned to a third party, the Company will provide personal information to the party to which work is consigned, within the scope that is necessary for performance of the work.

#### **Article 13 Exemption from liability**

- 1. The Company only adopts encryption technology that the Company judges to be appropriate, but the Company is not to make any guarantees in relation to the completeness or safety of that encryption technology.
- 2. Excluding cases caused by the Company's deliberate intention or gross negligence, the Company is not to bear any liability whatsoever for damage that arises for the User because of the use of the Service.

#### Article 14 Temporary suspension and cancellation of the Service

- 1. In any of the cases below, the Company is to be able to temporarily suspend or cancel the Service without giving advance notification to the user.
- (1) A case in which it is necessary for system maintenance or another reason related to operation of the Service
- (2) A natural disaster, a power outage, or another case in which continuing the Service has become difficult
- (3) Other cases in which the Company has judged that it is necessary
- 2. Excluding cases that are caused by the Company's deliberate intention or gross negligence, the Company is not to bear any liability whatsoever for any damage that arises because of temporary suspension or cancellation of the Service.

# Article 15 Changes of these terms

The Company is to be able to change these terms by following the change procedures that are stipulated in the Terms of Membership.

#### Article 16 Prevalence of these terms

For the use of the Service, 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.

#### Terms of Use for Web Itemization Service

#### Article 1 (Content of this service)

- 1. "Web Itemization Service" (hereinafter referred to as the "Service") refers to a service that uses the method of these terms to give notification, in the Service provided on the Internet, to a member (hereinafter referred to as the "Member") of a credit card issued by Nexus Card Co., Ltd. (hereinafter referred to as the "Company") about each month's itemized statement of credit card use for the use that the Member conducted instead of a method of using postal mail.
- 2. Notifications based on the Service include documents or information provision stipulated in the Installment Sales Act.

#### Article 2 (Use of the Service)

A Member who wants to use the Service is to consent to these terms and then use the Company's stipulated method to conduct registration for use of the Service, and if registration for use has been completed, the Member is to be able to use the Service.

# Article 3 (Use charge)

The use charge for the Service will be free. Provided, however, that the Member is to prepare, at the Member's liability and expense, the use environment for the necessary connection to the Internet that is necessary in order to use the Service, and Internet connection charges and communication charges are to be borne by the Member.

# Article 4 (Method of notification of itemized statement of credit card use charges)

- 1. At the time of finalization of charge amounts, the Company will deliver, to the e-mail address for which notification was given by the Member, an e-mail that gives notification of finalization of payment amounts. Immediately after receiving that e-mail, the Member is to access, from a computer etc. (refers to a computer, smartphone, or tablet), the website that was designated in that e-mail, read the itemized statement of credit card use charges, and download the data for the details of the use charges. The Member can download the itemized statement of credit card use charges at any time in the period stipulated by the Company.
- 2. In principle, the Company is not to use postal mail to send itemized statements of use charges to a Member who consented to the use of the Service, but the Company is to use an appropriate method to notify the Member of the time of implementation of the Service after that time has been decided by the Company. Provided, however, that in the event that any of the matters below apply at the time of finalization of charge amounts, the Company is to send the itemized statement of use charges by postal mail.
- (1) A case in which payment is being conducted by using a payment handling slip
- (2) A case in which sending an itemized statement of use charges is required by law or ordinance
- (3) A case in which there is a change from the Service to the previous sending of itemized statements of credit card use charges by postal mail
- (4) A case that has fallen under a termination reason of (1) through (3) of Article 6
- (5) Another case in which the Company has judged that sending an itemized statement of use charges by postal mail is necessary

## Article 5 (E-mail address)

- 1. Registration for the Service can be conducted from a computer etc. In the event that registration for the Service has been completed, the Company will deliver an e-mail about registration completion to the e-mail address that was registered.
- 2. In the event that a Member who has registered for use of the Service has changed that e-mail address, the Member is to conduct the prescribed selection from the Company's Online Services menu and conduct the change procedures without delay.

# Article 6 (Termination of provision of the Service)

In the event that any of the reasons below have arisen for the Member, the Company is to be able to terminate the Service without obtaining the Member's consent. Provided, however, that this is not to apply in a case in which there are charges or a balance.

- (1) A case in which it was revealed that the Member made a false declaration to the Company
- (2) A case in which the Member violated any of these terms
- (3) Another case that the Company has judged as inappropriate

# Article 7 (Change or cancellation of the Service)

- 1. In the event that the Member will cancel the use of the Service, the Member is to use the Company's prescribed method to make a request.
- 2. The Company is to be able to change or cancel the Service because of a business-related reason or another reason, and the Member is to consent to that fact in advance.
- 3. The Member is to consent to the fact that the content of the Service may be regulated based on the laws of Japan.

#### Article 8 (Change of these terms)

The Company is to be able to change these terms by following the change procedures that are stipulated in the Terms of Membership.

#### Article 9 (Disclaimers)

- 1. The Member is asked to consent in advance to the fact that there may be cases in which, because of a communication problem or the Internet environment, it is not possible to check the Service.
- 2. In the event that damage has arisen for the Member or a third party because of being unable to receive notification of finalization, the Company is not to bear any liability whatsoever.

## **Article 10 (Precedence of the Terms of Membership)**

For the use of the Service, 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.