

# 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 a 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, the Company will notify the member by an electromagnetic method concerning the details of monthly payment amounts based on the use of the Card and the balance (hereinafter referred to as the "Details of Use Fees") or by the method of sending a detailed statement of use fees by postal mail. Provided, however that if the use of an electromagnetic method will not be allowed under a law or ordinance, the Company will notify the member of the Details of Use Fees by the method of postal mail.
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.
3. In the event that the member does not want to be notified by an electromagnetic method or fails to apply for account transfer (including a case where the Company has not completed the procedures for account transfer), the Company will choose the method of sending a detailed statement of use fees by postal mail. In such a case, the member is to pay the Company's prescribed service charges for issuance in accordance with the Special Agreement for the Issuance of the 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 member is unable to pay the obligations payable to the Company by means of account transfer, direct debit, or automatic withdrawal on the payment date, or payment has not been transferred to the account designated by the Company by the payment date, the member is to bear JPY 440 (tax included) as an administrative fee for collection that is required to receive payment for system processing fees, administrative fees, and Card use fees (provided that cashing use fees are excluded).
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. In the event that the Company sends a convenience store payment slip, the member is to pay JPY 220 (tax included) per one time of sending as a service charge for sending a convenience store payment slip.
5. 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.
6. When the member receives issuance of various types of certificates from the Company, the member is to pay the Company's prescribed service charges.
7. 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**

### **Article 35 (Method of using the Card Shopping)**

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 Payment	The entire amount	Transfer to the Company's designated account
	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 service
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 even 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.

### Special Agreement for the Issuance of the Card's Detailed Statement of Use Fees

#### Article 1 (Application of this special agreement)

This special agreement will apply to the members to whom the Company issues a card (hereinafter referred to as the "Card").

#### Article 2 (Issuance fee)

In the event that the Company provides the Card's detailed statement of use fees by postal mail pursuant to Article 10.1 and Article 10.3 of the Terms for Card Members, a member is to pay the issuance fee prescribed by the Company combined with the Card use fees on the agreed payment date of the Card use fees, excluding any of the following cases.

- A case in which information on the use of cashing and the balance related thereto is stated in the invoice details.
- A case in which the Company specifically permits.

#### Article 3 (Application and changes of this special agreement)

Any revision [GLOVA1.1] to this special agreement shall be governed by the provisions of Article 31 of the Terms for Card Members.

#### 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 payments	1 time	2 times	3 times	4 times	5 times	6 times	7 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 payments	8 times	10 times	12 times	15 times	18 times	20 times	24 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
300,000 yen	15,000 yen
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 × 18.00% ÷ 365 days × 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 after beginning payment related to the Agreement, and information 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 (Use of credit information possessed by a credit information agency and provision of credit information to a credit information agency)**

1. Agreement regarding the use of credit information possessed by a credit information agency

The Member shall agree to the following provisions.

- (i) The Company provides information (such as the name, date of birth, telephone number, symbols, and numbers on the identity verification documents, and address) for verifying the identity of the Member to the credit information agency in which the Company is a member (see Note) and any credit information agency affiliated with that agency (hereinafter referred to as the "Affiliated Credit Information Agency") and makes an inquiry to these credit information agencies about credit information (meaning the information stipulated in 3.(1); the same applies hereinafter) regarding the Member.
- (ii) Based on the inquiry referred to in (i) above, if the Member's credit information is registered with these credit information agencies, the Company will obtain and use such credit information in order to investigate the Member's payment ability and repayment ability.

(Note) Meaning an agency in the business of providing credit information related to the individual's payment ability and repayment ability to a business operator that belongs to the credit information agency (hereinafter referred to as the "Member Business Operator").

2. Agreement regarding the provision of credit information to a credit information agency

The Member shall agree to the following provisions.

- (i) The Company will provide the credit information agency in which the Company is a member with the credit information stipulated in the table below based on the Agreement related to the Member. The credit information will be possessed by the credit information agency for a period stipulated in the table below and used as stated in 3.

Recipient Credit information to be provided by the Company	Credit Information Center CORP. (CIC)
The fact that an application was made for the Agreement (information for verifying the identity of the individual and the fact of making an application)	A six-month period beginning on the date when the Company made an inquiry to a personal credit information agency
The fact related to the Agreement (information for verifying the identity of the individual and objective transaction facts related to the Agreement)	During the agreement period and up to five years after the termination of the Agreement
Cases where the fact that the payment of a debt was late is included in the above-mentioned fact related to the Agreement	During the agreement period and the five-year period after the termination of the agreement

- (ii) Credit information that the Company provides pursuant to (i) above is as stated below.

- Credit Information Center Corporation
- Information for verifying the identity of the Member (such as the Member's name, date of birth, telephone number, symbols, and numbers on the identity verification documents, address, place of work, and telephone number at the place of work)
- Information related to application and the agreement content (such as the type of agreement, application date, agreement date, agreement amount, loan amount, product name and its quantity/number of times/period, and the number of payments)
- Information related to payments (information on payment status, such as the billed amount, paid amount, outstanding balance, installment balance, expected amount of annual charge, payment dates, full repayment date, and arrears, and other information)

3. Agreement regarding the use of credit information by a credit information agency and the provision of credit information to a Member Business Operator

The Member agrees that a credit information agency in which the Company is a member uses the credit information possessed by the credit information agency as stated below and provides the credit information to the Member Business Operator for the purpose of contributing to the investigation of the Member's payment ability and repayment ability conducted by the credit information agency and the Member Business Operator of an Affiliated Credit Information Agency.

- (1) Credit information possessed by a credit information agency

The credit information agency in which the Company is a member will possess the following credit information.

- (i) Information provided by a Member Business Operator (including the Company) of the credit information agency pursuant to 2.(i) above
- (ii) Information other than (i) above collected by the credit information agency
- (iii) Information, such as numerical values calculated by the credit information agency by analyzing or otherwise processing the credit information possessed by the credit information agency, as well as any information related thereto

- (2) Use of credit information by a credit information agency

The credit information agency in which the Company is a member will use credit information possessed by the credit information agency as stated below.

- (i) Processing for appropriately conducting the verification, investigation, and matching/consolidation of credit information and other operations of the credit information agency
- (ii) Analysis and other processing of credit information and the calculation of numerical values, and other information based thereon

- (3) Provision of credit information to a Member Business Operator by a credit information agency

The credit information agency in which the Company is a member will provide credit information ((1) (i), (ii), and (iii)) to a Member Business Operator. In addition, the credit information agency will provide credit information ((1) (i)) to the Member Business Operator through an Affiliated Credit Information Agency.

4. A credit information agency in which the Company is a member and Affiliated Credit Information Agencies

- (1) Name and other information on the credit information agency in which the Company is a member

The name and telephone number for inquiries for the 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 the credit information agency during the Agreement period and use and provide the credit information, the

Company separately notifies the relevant Member in writing (including an electronic or magnetic record) of such effect and obtains the Member's agreement.

- (i) 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)

Telephone number for inquiries: 0570-666-414

Homepage address: <https://www.cic.co.jp/>

\*For details about its membership qualifications, names of member business operators, purpose, and method of use of credit information, and the Credit Guidance implemented by the corporation, please refer to its homepage stated above.

- (2) Name of Affiliated Credit Information Agencies

The names and telephone numbers of Affiliated Credit Information Agencies are as stated below.

- (i) Japanese Bankers Association - Personal Credit Information Center

Telephone number for inquiries: 03-3214-5020

Homepage address: <https://www.zenginkyo.or.jp/pcic/>

\*For details about its membership qualifications, names of member business operators, and other information, please refer to its homepage stated above.

- (ii) Japan Credit Information Reference Center Corporation (the designated credit bureau based on the Money Lending Business Act)

Telephone number for inquiries: 0570-055-955

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

\*For details about its membership qualifications, names of member business operators, and other information, please refer to its homepage stated above.

#### **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.

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 matters 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 caused 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 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.

## Nexus Global Card 会員規約

### 一 般 条 項

#### 第1条 (会員資格)

- 1 本会員とは、本規約承認の上、Nexus Card 株式会社（以下「当社」といいます。）が発行するクレジットカード（以下「カード」といいます。）への入会の申込み、当社が入会を承認した方をいいます。また、当社が入会申込みを認めた日を契約成立日とします。
- 2 会員は本規約に基づく一切の債務について責任を負うものとします。

#### 第2条 (カードの貸与・管理・有効期限)

- 1 本規約に定めるクレジットカードは、Master Card 機能を有する「Nexus Global Card」（以下総称して「カード」といいます。）とし、当社は、会員が申込みを行ったカードを発行し貸与します。
- 2 当社は会員1名につき1枚のカードを発行し、貸与します。尚、カードの所有権は当社に属します。
- 3 会員は、当社よりカードを貸与された場合は、直ちにカードの署名欄に自署し、善良なる管理者の責任をもってカードを使用・保管・管理するものとします。
- 4 カードは、カード表面上に会員名が表示された会員に限りご利用でき、カード上に表示された名義人以外の者（以下「他人」といいます。）に貸与、預入、譲渡、質入れ、担保提供その他第三者への占有移転等をし、または他人に利用させることは一切できません。また、他人に会員の氏名・会員番号・有効期限・セキュリティコード等（以下総称して「カード情報」といいます。）の提供を行うことはできないものとします。
- 5 会員は前2項に違反し、その違反に起因してカードが不正にご利用された場合、会員はそのご利用代金についてすべてその責任を負うものとします。

ます。

6 カードの有効期限は当社所定の方法により定めた上でカード券面に表示し、当社所定の時期に更新するものとします。

7 当社が引続き会員として適切と認める場合は、当社所定の時期に有効期限を更新した新しいカードと会員規約を送付します。但し、当社が定めた一定期間にカードのご利用がない場合には、新しいカードを送付しない場合があります。又、当社が必要と認め、本人会員に通知したときは、カードの有効期限を繰上げることができるものとします。

8 会員は、新しいカードの送付を受けたときは、当社が特に指示した場合を除き、従前のカードは、直ちに会員の責任においてカードの磁気ストライプ部分（IC カードの場合は磁気ストライプ部分及び IC チップ部分）が切断されるような形で切断し、使用不能の状態にして処分しなければなりません。尚、カードの有効期限内におけるカードご利用による支払いについては、有効期限経過後といえども本規約が適用されます。

### 第3条(年会費)

1 会員は、当社に対し毎年当社所定の時期に当社所定の年会費を支払うものとします。また、支払済み年会費は、脱会、又は、会員資格の取消となった場合においても返却しないものとします。なお、年会費のみの支払いの場合、ご利用代金明細書（請求書）発行を省略することがあります。

2 会員は、年会費を支払わない場合には、会員への特典を受けられないことを承諾するものとします。

3 年会費が当該時期に支払われなかった場合には、当社は、翌月以降に年会費の支払いを請求することがあります。

### 第4条(暗証番号)

1 会員は入会申込時に、暗証番号を当社へ申出るものとし、当社は、会員より申出のあったカードの暗証番号を登録するものとします。但し、会員は、会員から申出がない場合又は当社が暗証番号として不適切と判断した場合には、当社の指定した暗証番号を登録又は変更することを予め承諾するものとします。

2 会員は、暗証番号を「1 2 3 4」等の連番、「0 0 0 0」「9 9 9 9」等の同じ数字、生年月日及び電話番号等の他人から推測されやすい番号を避け、他人から推測されにくい番号を登録するものとします。また、会員は、登録した暗証番号を他人に知られないよう管理するものとします。

3 カードご利用の際、登録された暗証番号が使用されたときは、暗証番号について盗用その他の事故があっても、その為に生じる一切の債務について会員が支払いの責を負うものとします。但し、暗証番号の管理について会員に故意又は過失がないと当社が認めた場合にはこの限りではありません。

4 当社が会員に貸与したカードが IC カードの場合、当該カードの暗証番号は、本条1項で登録された暗証番号とします。なお、当社が必要と認めた場合には、所定の方法により IC カードの暗証番号を変更し、IC カードを再発行することがあります。再発行前の旧カードは会員自らの責任において処分するものとします。

### 第5条（メールアドレス）

1 会員は、入会申込時若しくは入会後当社所定の方法により会員がご利用するメールアドレスを当社に登録するものとします。

2 当社は、会員に対して、前項のメールアドレスを使用し、必要事項を通知することがあります。なお、当社が広告宣伝に関する案内をする場合には、当社所定の方法により予め会員の承諾を得るものとします。

### 第6条（付帯サービス）

1 会員は、当社又は当社が提携する第三者(以下「サービス提供会社」といいます。)が提供するサービス、特典(以下総称して「付帯サービス」といいます。)を当社又はサービス提供会社所定の方法により利用できるものとします。会員が利用できる付帯サービスの内容、利用方法等については、当社会員に通知又は公表するものとします。

2 会員は、付帯サービスの利用等に関する規約等がある場合には、それに従うものとし、付帯サービスが利用できないことがあることについてあらかじめ承諾するものとします。

3 会員は、当社又はサービス提供会社が必要と認めた場合には、当社又はサービス提供会社が付帯サービスとその内容について会員への予告又は通知なしに変更し若しくは中止することをあらかじめ承諾するものとします。

### 第7条（電話又はインターネット等による取引等）

1 会員は当社が定める所定の付帯サービス等の申込み、当社への会員のご利用内容等の照会及び登録事項等の変更の届出等を電話又はインターネット等によって行う（以下「電話等取引」といいます。）ことができるものとします。

2 会員は、電話等取引を行う場合の本人確認は、原則として当社が別に定めた方法によって行うものとし、その内容は録音又は記録され、当社に相当期間保存されることを承諾するものとします。

### 第8条（カードの機能）

会員は、カードをご利用して当社の提携先、三菱UFJニコス株式会社の加盟店及びMasterCard 加盟店（以下これらを総称して「加盟店」といいます。）でのお買い物とサービスの提供（以下「カードショッピング」といいます。）を受けることが出来ます。

### 第9条（カードのご利用可能枠）

1 カードのご利用可能枠は、予め当社所定の方法によりの定める範囲内とし、当社より会員に通知するものとします。但し、当社が適当と認めた場合は、いつでもご利用可能枠を増額又は減額できるものとします。

2 当社は、カードショッピングのご利用可能枠のうち、2回払い、分割払い、ボーナス一括払い、残高スライド定額方式(With・in)リボルビング払い（以下「リボルビング払い」といいます。）がご利用できるご利用可能枠(以下「割賦払いご利用可能枠」といいます。)を、当社所定の方法により定めるものとします。また、割賦販売法の所定の要件等に対応するため、割賦払いご利用可能枠の範囲内で、実際にご利用できる金額を減額又は増額がなされることに付いても予め会員は承諾するものとします。なお、会員は、割賦払いご利用可能枠を超えて上記の支払方法でカードを使用してはならないものとします。割賦払いご利用可能枠を超えて上記の支払方法でカードを使用した場合、割賦払いご利用可能枠を超えた金額は1回払いでの利用となり、会員は、当該金額を一括して直ちに支払うものとします。

3 会員は、当社が認めた場合を除き、ご利用可能枠を超えてカードを使用してはならないものとします。また、当社の承認を得ずにご利用可能枠を超えてカードを使用した場合、ご利用可能枠を超えた金額は1回払いでの利用となり、会員は当該金額を一括して直ちに支払うものとします。

4 日本国外でのカードご利用可能枠は、当社又はMasterCard が各国で定めた金額までとします。

5 当社が会員として不適切と判断した場合、当社は会員に通知することなくカードのご利用を停止することがあります。

### 第10条（ご利用代金明細書（請求書）・残高承認）

1 当社は、会員に対しカード利用によるカードショッピングのご利用代金及び手数料（以下「カードショッピングの支払金」といいます。）を請求するときは、毎月のカード利用による支払金等の明細及び残高（以下「ご利用代金明細」といいます。）を電磁的方法又はご利用代金明細書（請求書）の郵送による方法で会員に通知します。但し、法令等により電磁的な方法によることが認められない場合は郵送による方法で通知いたします。

2 会員が前項のカードご利用代金明細書を受け取った後（電子メールの送信その他の電磁的な方法により前項の請求書の記載事項を当社が提供した場合には会員がこれを受信した後）、1週間以内に異議の申立てをしなかったときは、残高その他当該カードご利用代金明細書記載の内容を承認したものとみなします。

3 会員が電磁的方法による通知を希望しない場合、または口座振替のご登録がなされていない場合（当社が登録完了していない場合を含む）にはご利用代金明細書の郵送による方法となり、この場合、会員は「カードご利用代金明細書発行に関する特約」に従って当社所定の発行手数料を支払うものとします。



## 第11条（お支払い）

1 カードショッピングの支払金、その他本規約に基づく会員の当社に対する一切の支払債務(以下これらを総称して「支払債務」といいます。 )は、毎月6日（休日の場合は翌営業日）に会員が予め当社に届出た当社指定の金融機関の預金口座(以下「振替口座」といいます。 )から口座振替の方法により支払うものとします。但し、振替口座の届出遅延、金融機関に対する振替口座設定手続不備、会員の金融機関との口座振替契約の解約その他振替口座の設定がされていない場合その他当社が特に指定した場合には、当社指定の金融機関口座への振込等その他の方法によるものとします。なお、当社の指定の方法のうち、会員がコンビニエンスストアの収納代行をご利用して支払いをした場合は、コンビニエンスストアが支払債務に係る支払いを受領し、支払履歴が当社に反映されたときに、当社への支払いがなされたものとします。

2 当社が支払日に支払債務の口座振替等が出来ない場合には、会員は、当社所定の方法により当該支払債務を支払うものとします。また、当社は、金融機関との約定により、支払日以降任意の日に、支払債務の全額又は一部につき口座振替等できるものとします。

## 第12条（日本国外のご利用代金の円への換金）

1 日本国外でカードをご利用した代金の円貨への換金は、MasterCardの場合、MasterCardの決済センターがご利用情報を処理した時点でのレート（MasterCard 指定金融機関レート）が適用されるものとします。（換算レートは現地でカードをご利用した日の為替レートではありません。）

2 カードショッピングの換算に関しては、日本国外利用に係わる事務処理コストとして、当社所定の事務処理手数料を加算するものとします。

## 第13条（支払債務の充当順序）

会員のお支払いいただいた金額が、本規約及びその他の契約に基づき当社に対して負担する一切の債務を完済させるに足りない時は、会員への通知なくして、当社が適当と認める順序・方法により、いずれの債務（本規約以外の契約に基づく債務を含みます。）に充当しても異議ないものとします。リボルビング払いの支払い停止の抗弁に係る充当順序については、当社所定の順序により当社が行うものとします。

## 第14条（手数料率、利率の変更）

1 当社は、当社が別に定める分割払いもしくはリボルビング払いの手数料率（以下総称して「基準料率」といいます。）について、金融情勢等の変化により、変更することが出来るものとします。なお、変更後の基準料率に付いては、予め会員に通知するものとします。

2 前項により、当社から変更後の基準料率を通知したときには、変更後の基準料率が適用される時点におけるリボルビング払いの未決済残高（以下総称して「残高」といいます。）の全額及び基準料率変更後のご利用分に対して、以後、変更後の基準料率が適用されることに、会員は異議がないものとします。

3 当社は、当社が行うキャンペーン等により、会員に対して基準料率より低い料率（以下「優遇料率」といいます。）を適用することがあります。この場合、当社からその内容及び優遇料率適用期間（以下「適用期間」といいます。）を当社所定の方法により当該会員に通知します。なお、適用期間終了後は、適用期間中のご利用分に係る残高も含め、残高全額に付いて基準料率が適用されること、適用期間終了後のご利用分に付いては基準料率が適用されることに異議がないものとします。

4 前項の規定に係らず、適用期間中であっても、会員が、本規約に定める期限の利益の喪失事項に該当した場合には、以後、当社所定の基準料率が適用されるものとします。

5 優遇料率の適用に関する諸条件及び適用期間は、別に当社が定めるキャンペーン実施要綱によるものとします。当社は、キャンペーン実施要綱で定めるところに従い、優遇料率の適用に関する諸条件を変更し、又は適用期間を変更することがあります。

## 第15条（日割計算の場合の方法）

カードショッピング条項第37条、第38条及び第39条、において日割による計算をするときは、当該年率を基礎として、1年を365日（閏年は366日）とする日割計算を行います。

## 第16条（費用等の負担）

1 会員は当社に対するカード利用による支払金の支払いに要する以下の各項目に定める費用を負担するものとします。

2 会員は、会員が支払期日において当社に支払うべき債務の口座振替、引落しもしくは自動払込みができない場合、または当社指定口座への入金が支払期日までにされなかった場合には、システム処理料、事務手数料およびその他カード利用代金等（ただし、キャッシング 利用代金を除く）の弁済の受領に要する回収事務手数料として、440 円（税込）を負担するものとします。

3 会員は、当社に対する債務の弁済に要する費用（振込手数料、コンビニエンスストアでの支払いに要する費用等）を負担するものとします。但し、当社が認める口座振替等については免除するものとします。

4 会員は、当社がコンビニ払込用紙を送付した場合は、コンビニ払込用紙送付手数料として送付回数1回につき220円（税込み）を支払うものとします。

5 印紙代、公正証書作成費用等弁済契約締結に要する費用並びに支払督促申立費用、送達費用等法的措置に要する費用は、脱会後といえども全て会員の負担とします。但し、法令において利息とみなされる費用については、これを負担することにより法令に定める上限を超える場合は、その超過分については会員の負担としません。

6 会員は、当社から各種証明書の交付を受ける時は、当社所定の手数料を支払うものとします。

7 年会費、カード再発行手数料等、会員が当社に支払う費用等に公租公課が課される場合、又は公租公課（消費税等を含みます。）が増額される場合は、会員は当該公租公課相当額、又は当該増加額を負担するものとします。

## 第17条（カードの盗難・紛失・不正利用等）

1 会員がカードを紛失し、又は盗難にあったとき（カード情報の盗用、不正利用等を含みます。）は、そのカード等使用に起因して生じる一切の支払債務については本規約を適用し、すべて会員が責を負うものとします。

但し、会員が紛失、盗難、不正利用等の事実を速やかに当社窓口へ連絡のうえ、最寄りの警察署又は交番にその旨を届けるとともに、当社所定の届出書を当社宛に提出し当社が認めた場合、当社がその連絡を受理した日の60日前以降発生したカード等の使用による支払債務については、当社は会員に対し、その支払を免除します。

2 前項但し書の定めにかかわらず、次の各号のいずれかに該当する場合には、支払免除の対象となりません。

（1）会員の故意又は重大な過失によって、盗難、紛失等が生じた場合。

（2）会員の家族、同居人、留守人等、その他会員の委託を受けて身の回りの世話をする者等、会員の関係者が関与し、又は不正使用した場合。

（3）第3条3項カードの署名欄に自己の署名がない状態で損害が発生した場合等。当社の会員規約に違反している状況において、紛失や盗難が生じた場合。

（4）戦争、地震等、著しい社会秩序の混乱の際に紛失や盗難が生じた場合。

（5）カードご利用の際に、登録された暗証番号が使用された場合。但し、当社に責がある場合は除きます。

（6）1項の届出を行った日の60日前までに生じた損害の場合。

（7）会員が当社の請求する書類を提出しなかった場合、又は提出した書類に不正の表示をした場合。

（8）会員がカード紛失、盗難に関する事実、被害状況の調査の協力、又は損害防止軽減のための協力をしなかった場合。

（9）その他会員が当社の指示に従わなかった場合。

3 カードの紛失、盗難、毀損、滅失等で当社が認めた場合に限り再発行いたします。但し、会員は当社所定の再発行手数料（法令で定められる範囲内の実費相当額）を負担するものとします。

4 当社は、当社におけるカード情報の管理、保護等業務上必要と判断した場合、会員番号を変更の上、カードを再発行することができるものとし、会員は予めこれを承諾するものとします。

5 偽造カードの使用に係るカードご利用代金については、会員は支払いの責を負わないものとします。この場合、会員は被害状況の調査等に協力するものとします。但し、偽造カードの作出又は使用について、会員に第2項各号又はそれらに準じる故意又は過失があるときは、その偽造カードのご利用代金について会員が支払いの責を負うものとします。

6 会員は、当社が必要と認めた場合、カードの犯罪の防止解決のために、当社が紛失、盗難にあったカード並びにこれらに関連する情報を、警察庁その他関係官署に提供することに承諾するものとします。

#### 第18条（会員の再審査）

当社は、会員の適格性及びカードご利用可能枠について入会后、定期・不定期の再審査を行います。この場合、会員は、再審査の資料として供するために、法令等で定められた年収証明書等当社の求める資料の提出又は運転免許証、パスポート等（以下「運転免許証等」といいます。）の記号番号の提供に応じるものとします。

#### 第19条（脱会・会員資格の取消およびカードの使用停止と返却）

1 会員は、自己の都合により脱会するときは、当社宛所定の脱会届を提出する等当社所定の方法により脱会することができます。この場合、当社の脱会手続きの完了をもって脱会したものとします。

2 前項の場合、直ちに当該カードを当社へ返却していただくか、カードの磁気ストライプ部分及びICチップ部分を切断の上破棄していただきます。また、本会員が脱会した場合には、家族会員も当然に脱会となり、家族カードも直ちに当社へ返却するか会員の責任において破棄するものとします。

3 会員は、脱会した後も、そのカードに関して生じた一切のカードご利用代金について、本規約に基づきその支払いの責めを負うものとします。

4 会員が次各号の何れかに該当した場合、当社は会員に対して何ら通知、催促することなくカードご利用の全部又は一部の停止、会員資格の取消し、法的措置、その他の必要な措置をとることがあります。これらの措置とともに加盟店に当該カードの無効を通知することがあります。

（1）会員が入会時に虚偽の申告をしたことが判明した場合。当社に届出るべき事項に関し届出を怠った又は虚偽の申告をした場合。

（2）会員がカードご利用による支払金等、当社に対する一切の債務のいずれかの履行を怠った場合。

（3）会員の信用状態が著しく悪化したと当社が判断した場合。

（4）会員が本規約に違反し、もしくは違反するおそれがある場合。

（5）換金目的による商品購入等カードご利用状況が適当でない又は不審であると当社が判断した場合。

（6）会員が、現金化目的として商品・サービスの購入にカードショッピング枠をご利用した場合。

（7）会員が当社の業務を妨害した場合。

（8）その他当社が会員として不適合と判断した場合。

5 会員は、前項各号の何れかに該当した場合で、当社又は加盟店からカードの返却を求めたときは、会員は直ちにに応じるものとします。又当社が当該カードの回収に要した一切の費用は、会員に負担していただきます。

6 当社は、4項の何れかに該当しない場合でも、会員のカードご利用が本規約に違反する場合、違反するおそれがある場合、その他不審な場合等には、カードご利用を断ることができるものとします。

7 悪用被害を回避するために、当社が必要と認めた場合、会員はカードの差替えに協力するものとします。

#### 第20条（期限の利益喪失）

1 会員は、次のいずれかに該当する場合には、何らの通知、催告を受けることなく当社に対する一切の未払債務について当然に期限の利益を喪失し、その債務全額を直ちに支払うものとします。

（1）商品や指定権利の購入又は役務の受領取引において、会員が支払日に分割払の分割支払金、ボーナス払いの支払分又はリボルビング払いの弁済金の支払を遅滞し、当社から20日以上相当な期間を定めてその支払いを書面又は電磁的方法で催告されたにもかかわらず、その期間内に支払わなかった場合。

（2）会員が1回払いのカードショッピングをご利用した場合において、当該支払金の支払いを1回でも遅滞した場合。

（3）2回払い、ボーナス一括払い、リボルビング払い、分割払いであっても、割賦販売法に定める指定権利以外の権利のカードショッピングの支払金の支払いを1回でも遅滞したとき。

（4）会員が営業のために若しくは営業として締結した売買契約、サービス提供契約（但し、割賦販売法に定める業務提供誘引販売個人契約又は連鎖販売個人契約（以下、これらの契約を総称して「業務提供誘引販売個人契約等」といいます。）に該当する場合を除きます。）となるカードショッピングの支払金の支払いを1回でも遅滞したとき。

（5）前号のほか割賦販売法第35条の3の60第1項（適用除外）に定める場合に該当するカードショッピングの支払金の支払いを1回でも遅滞したとき。

（6）会員が自ら振出し若しくは引受けた手形、小切手が不渡りになった場合、又は一般の支払いを停止した場合。

（7）会員が差押、仮差押、保全差押、仮処分申立を受けた場合。（但し、信用に関しないものは除く。）

（8）会員が滞納処分又は銀行取引停止処分を受けた場合。

（9）会員が破産手続開始、民事再生手続開始、特別清算開始、会社更生開始の申立を受けた場合、又は自らこれらの申立をした場合。

（10）会員が債務整理のための和解、調停等の申立を受けた場合、又は自らこれらの申立をした場合。

（11）自ら又は代理人を通じて当社に対して債務整理を申し出た場合。

（12）会員が購入した商品（権利を含む）の質入、譲渡、賃貸その他当社の所有権を侵害する行為をした場合。

（13）当社が会員資格を取消した場合。

2 会員は、次のいずれかに該当する場合には、当社の請求により当社に対する一切の未払債務について期限の利益を喪失し、その債務全額を直ちに支払うものとします。

（1）会員が本規約上の義務に違反し、その違反が本規約の重大な違反となる場合。

（2）カードの債務とは異なる会員の債務の保証を当社がしているときに、当社が保証先に保証の中止若しくは解約の申入れをした場合又は保証先から保証債務履行の請求を受けた場合。

（3）相続が開始した場合。

（4）その他会員の信用状態が著しく悪化した場合。

（5）会員が当社の発行するカードを複数所持している場合において、その1枚のカードについて本条に記載した事項のいずれかに該当する事由が生じた場合。

（6）会員の入会申込に際して虚偽の申告があったとき。

#### 第21条（届出事項の変更）

1 会員は、当社に届出た氏名、住所、電話番号（連絡先）、勤務先、指定口座、メールアドレス等について変更があった場合には、速やかに当社に通知するとともに、所定の届出書、又は当社の定める方法により届出るものとし、当社所定の手続きの完了をもって変更したものとします。

2 会員は、1項の住所、氏名変更の通知を怠った場合、当社からの通知又は送付書類等が延着、又は不到達となっても、当社が通常到達するべき日

に到達したものとみなすことに異議ないものとします。但し、1項の住所、氏名等の変更の届出を行わなかったことについて会員にやむを得ない事情があり、会員がこれを証明したときは、この限りではないものとします。

3 当社が会員宛に発送した通知が、会員不在のため郵便局に留置されたときは、留置期間満了時に、又受領を拒絶したときは、受領拒絶時に会員に到達したものとみなします。但し、会員にやむを得ない事情があり、会員がこれを証明したときは、この限りではないものとします。

4 会員と当社との間で本規約以外の契約がある場合において、会員が住所・氏名・勤務先（連絡先）等の変更を、本規約以外の契約について届出をした場合には、会員と当社との間のすべての契約について変更の届出をしたものとみなすことがあります。

5 前4項のほか、当社は適法かつ適正な方法により取得した個人情報その他の情報より届出事項に変更があると合理的に判断した場合、当該変更内容に係る届出があったものとして取扱うことがあります。尚、会員は当該取扱いについて異議なく承認するものとします。

## **第22条（外国為替及び外国貿易管理に対する諸法令の適用）**

日本国外でカードをご利用する場合、現に適用されている、又は今後適用される諸法令、諸法則などにより許可書、証明書、その他の書類を必要とするときは、会員は、当社の要求に応じ、これを提出するものとします。

## **第23条（住民票等の取得の承諾）**

会員は、カードの申込（以下「本申込」といいます。）に係る審査のため、若しくは途上与信管理に係る審査のため、若しくは債権管理のために、当社が必要と認めた場合には、会員の住民票・源泉徴収表・収入証明書等を当社が取得し、利用することを予め承諾するものとします。

## **第24条（反社会的勢力の排除）**

1 会員は、現在、暴力団、暴力団員、暴力団員でなくなった時から5年を経過しない者、暴力団準構成員、暴力団関係企業、総会屋等、社会運動等標ぼうゴロ又は特殊知能暴力団等、その他これらに準ずる者（以下これらを「暴力団員等」といいます。）に該当しないこと、及び次の各号のいずれにも該当しないこと、かつ、将来にわたっても該当しないことを表明・確約します。

（1）暴力団員等が経営を支配していると認められる関係を有すること。

（2）暴力団員等が経営に実質的に関与していると認められる関係を有すること。

（3）自己、自社若しくは第三者の不正の利益を図る目的又は第三者に損害を加える目的をもってするなど、不当に暴力団員等を利用していると認められる関係を有すること。

（4）暴力団員等に対して資金等を提供し、又は便宜を供与するなどの関与をしていると認められる関係を有すること。

（5）役員又は経営に実質的に関与している者が暴力団員等と社会的に非難されるべき関係を有すること。

2 会員は、自ら又は第三者を利用して、①暴力的な要求行為、②法的な責任を超えた不当な要求行為、③取引に関して、脅迫的な言動をし、又は暴力を用いる行為、④風説を流布し、偽計を用い、又は威力を用いて当社の信用を毀損し、又は当社の業務を妨害する行為、⑤その他これらに準ずる行為、のいずれも行わないことを確約します。

3 会員が前2項に違反した場合又は違反していたことが判明した場合には、当社は、会員の本申込を拒絶し、カードの利用を停止することができます。また、この場合には、会員は、当社に対して負担する債務（本規約以外の契約に基づくものを含みます。）について、当然に期限の利益を喪失し、残債務額を一括して支払うものとします。

## **第25条（年収証明書の提出）**

会員は、当社から源泉徴収票などの収入、又は収益その他資力を明らかにする書面（以下「年収証明書」といいます。）の提供を求められることに關して、予め以下の事項について承諾するものとします。

（1）会員は、年収証明書の提出を求められたときは、これに協力すること。

（2）提出された年収証明書の内容を当社が確認すること及び返済能力の調査に使用すること。

（3）提出された年収証明書は会員に返却できないこと。

（4）年収証明書の提出にご協力いただけないとき、あるいは年収証明書の提出にご協力いただいても当該書面の内容及び返済能力の調査結果によってはカードご利用停止又はご利用可能枠の変更を行う場合があること。

## **第26条（取引時確認）**

当社は、「犯罪による収益の移転防止に関する法律」に基づき取引時確認（本人特定事項（氏名・住所・生年月日）取引目的及び職業等の確認）の手続きが、当社所定の期間内に完了しない場合、入会をお断りすることや会員資格の取消、又はカードの全部もしくは一部のご利用を停止することがあります。

## **第27条（貸付の契約に係る勧誘）**

会員は、当社が電話、郵便、電子メール等を用いて、貸付の契約にかかる勧誘を行うことに予め承諾するものとします。但し、会員は、当社に申出ることにより貸付の契約に係る勧誘を拒否できるものとします。

## **第28条（宣伝物などのご案内停止の申出）**

会員は、当社から案内する宣伝物、印刷物などについて当社に申出ることによって、会員の希望する期間、宣伝物、印刷物など停止することができます。

## **第29条（帳簿の閲覧・謄写）**

会員は、会員自身のカードご利用の履歴等について、当社所定の手続きに基づき閲覧・謄写ができるものとします。閲覧・謄写場所は、当社の本社・支店の窓口とします。尚、当社は、会員若しくは会員の代理人を確認するため、在留カード等の身分証明書、又会員の代理人の場合は、委任状等の必要書類の提出を求めるものとします。

## **第30条（準拠法）**

会員と当社との諸契約に関する準拠法は全て日本の法律が適用されるものとします。

## **第31条（規約の変更）**

1 当社は、改正後民法548条の4に基づき本規約の内容を変更することがあります。この場合には、当社は、変更の時期及び内容等を、当社ホームページにて公表し又は会員に個別に通知する方法等により事前に告知するものとします。

2 前項による本規約の変更の効力発生後に会員がカードをご利用したときは、会員が変更事項又は新会員規約を承認したものとします。又、カードをご利用しない場合でも告知期間内に会員が変更について異議を申し立てない場合は、当社は会員がその変更事項を承認したものとみなします。

3 会員が本規約を承認しない場合には、本会員又は当社から解約することが出来るものとし、カードご利用開始前にカードを切断したうえで、当社所定の手続きにより脱会するものとします。

## **第32条（合意管轄裁判所）**

会員は、本規約について紛議が生じた場合、訴額のいかんにかかわらず、会員の住所地、契約地、及び当社の本社、各支店、営業所を管轄する簡易裁判所及び地方裁判所を管轄裁判所とすることに合意するものとします。

## **第33条（カードご利用債権の譲渡等の同意）**

会員は当社が必要と認めた場合、当社が会員に対して有する債権を、債権回収会社等に譲渡すること、債権管理に必要な情報を取得・提供する事につき、予め同意するものとします。

## **第34条（日本国外でのカードのご利用）**

日本国外でのカードのご利用については、以下のことが適用されます。

①商品購入代金が外国通貨建ての場合、当社及び国際提携組織の定める方法により、円に換算した金額をお支払いいただきます。

②商品購入代金のお支払方法は、原則1回払いといたします。

③この規約の全ての事項については、外国為替及び外国貿易法等を含め日本法が適用されます。

④当社は当社が指定する国におけるカードのご利用をいつでも中止又は停止することができます。

## カ ー ド シ ョ ッ ピ ン グ 条 項

### 第35条（カードショッピングのご利用方法）

1 会員は本規約を承認の上、加盟店でカードを提示し所定の売上票にカードと同一の自己の署名を行うことによりお買い物と、役務又はサービスの提供を受けることが出来ます。

2 前項にかかわらず、加盟店に設置されている端末機で、当社所定の手続きを行うことにより、売上票への署名に代える場合があります。また、電子商取引、通信販売、電話予約販売等当社が特に認めた場合には、会員は当社が指定する方法により、会員のカードの提示、売上票への署名等を省略出来るものとします。この場合、暗証番号又はカード裏面に記載されたセキュリティコード等の照会を行うことがあります。その他当社が認めた場合には、カード提示を省略し、これに代わる方法をとる場合があります。

3 会員は、カードショッピングのご利用代金を当社が会員に代わって加盟店に立替払いすることを当社に委託するものとし、カードショッピング支払金（カードショッピングのご利用代金に手数料を加算した額。以下同様。）を当社に支払うものとします。

4 会員は当社が提携したクレジットカード会社・金融機関等が契約した加盟店、並びに MasterCard に加盟するクレジットカード会社・金融機関等が契約した加盟店で商品を購入すること及びサービスの提供を受けることができます。

5 当社又は提携クレジットカード会社・加盟店が特に定めるご利用金額・金券類等の一部の商品・権利・サービスについては、カードショッピングのご利用が制限され、又はご利用ができない場合があります。また、当社は、インターネット等による海外ギャンブル取引におけるカードご利用や換金を目的としたショッピング取引におけるカードご利用等、会員のカードご利用が適当でないと判断した場合には、カードのご利用をお断りすることがあります。カードのご利用に際して、ご利用金額、商品・権利・サービスの種類によっては、当社の承認が必要となることがあります。この場合、加盟店が当社に対して照会するものとし、会員はこれを予め承諾するものとします。

6 会員は、当社が適当と認めた場合には、通信サービス料金やその他継続的に発生する各種ご利用代金の決済手段として会員が会員番号等の所定事項を事前に加盟店に登録する方法によりカードショッピングをご利用する事が出来ます。この場合において、脱会その他の事由による会員資格の喪失、会員番号の変更、その他当該登録内容に変更等があったときは、会員は、加盟店に通知するものとし、当該通知を怠ったことによる不利益は会員が負担するものとします。但し、加盟店の要請により当該変更情報等を当社が会員に代わって加盟店に通知することを会員は予め承認するものとします。

7 カードショッピングのご利用のためにカードが加盟店に呈示され、又はカード情報が通知された際、カードの第三者による不正使用を防止する目的のために、当該加盟店より確認の依頼を当社が受けた場合、当社において会員の会員番号・氏名・自宅住所・電話番号その他当該カードショッピングのご利用者が加盟店に届け出た情報と会員が当社に届け出ている個人情報とを照合し、一致の有無を当該加盟店に対して回答する場合があることを、会員は予め承諾するものとします。

8 当社は、第三者によるカードの不正使用を回避するため当社が必要と認めた場合、加盟店に対し会員のカードショッピングご利用時に本人確認の調査を依頼することがあり会員は調査に協力することを予め承認するものとします。

### 第36条（所有権留保に伴う特約）

会員は、カードご利用により購入した商品の所有権は当社が立替払いしたことにより加盟店から当社に移転し、当該商品に係る債務の完済まで当社に留保されることを予め承諾するとともに次の事項を遵守するものとします。

（1）善良な管理者の注意を持って商品を管理し、質入れ、譲渡、賃貸その他当社の所有権を侵害する行為をしないこと。

（2）商品の所有権が第三者から侵害される恐れがある場合、速やかにその旨を当社に連絡するとともに、当社が商品を所有していることを主張、証明してその排除に努めること。

（3）会員は、第21条により期限の利益を喪失した場合、当社は留保した所有権に基づき商品等を引き取ることができ、その商品等については、会社が決定した相当な価格で本規約に基づく未払債務の支払いに充当することを予め承諾するものとします。なお、不足が生じたときは、会員と当社の間で直ちに精算するものとします。

### 第37条（カードショッピングの支払金の支払方法）

1 加盟店でのカードショッピングの支払金の支払方法は次の方法によるものとします。

（1）カードショッピングのお支払方法は、1回払い、2回払い、分割払い、ボーナス一括払い、リボルビング払いの内から会員が、入会もしくはカードご利用の際に指定した方法によるものとします。

（2）お支払方法の内容は次の通りとします。

①1回払いの場合、ご利用代金を翌月に一括して支払うものとします。

②2回払いの場合、ご利用代金を翌月と翌々月に2分の1ずつ支払うものとし、端数が発生する場合には、初回の支払月に算入して支払うものとします。但し、分割支払金の単位は100円とし、端数が発生した場合は初回に算入して支払うものとします。

③分割払いの場合、指定された分割回数によりご利用代金を支払うものとします。カードショッピングの支払回数、実質年率、手数料及び支払金合計は、ご利用別表<カードショッピングお支払方法のご案内>のとおりとなります。また、分割支払金はカードショッピングの支払金合計を支払回数で割った金額となります。但し、分割支払金の単位は100円とし、端数が発生した場合は初回に算入いたします。（但し、加盟店により分割払手数料が異なる場合があります。）

④ボーナス一括払いの場合、ボーナス支払月は、夏は7・8月、冬は12・1月の何れかとし、お取扱期間は当社所定の期間に限るものとし、ボーナス払支払月に一括してお支払いいただきます。（但し、加盟店によっては、ご利用できる期間、金額、選択できる支払月に制限がある場合があります。）

⑤リボルビング払いの場合、締切日時点でのリボルビング払いに係る債務残高を、当社所定の方式（残高スライド定額方式（With・in）リボルビング払い）の中より会員が予め選択した支払コース（別表、カードショッピングお支払方式のご案内、リボルビング支払いコース）より支払うものとします。なお、当該弁済金にはご利用残高に対する実質年利18.00%の手数料を含むものとします。

⑥リボルビング払いのご利用残高と手数料の合計額が予め会員が指定したお支払いコースの弁済金額未満の場合は、その合計額が弁済金となります。また、ご利用残高がリボルビングのご利用限度を超過した場合は、超過分を一括して弁済いただきます。但し、当社が特に認めた場合は、当社が定める方法にて手続きの上弁済いただきます。

（3）カードショッピングの支払金は当社所定の締切（15日締）分を当社指定の支払日（金融機関休業日の場合は翌営業日）、ボーナス一括払いの場合は会員が指定された月の支払日にお支払いいただきます。

2 日本国内で、第36条4項に定める当社が提携するカード会社・金融機関等が契約する加盟店で、カードショッピングをご利用する場合は、支払方法に制限があります。

3 カードショッピングの支払開始月については事務上の都合により翌々月以降にずれる場合があります。

**第38条（遅延損害金）**

1 会員がカードショッピングの支払金を遅滞した場合は、支払日の翌日から支払済の日に至るまで当該支払金に対し、以下の年率(年365日とする日割計算。但し、閏年は年366日とします。)を乗じた額の遅延損害金を支払うものとします。

(1) 2 回払い、分割払い又はボーナス払いであり、かつ商品や指定権利の購入又は役務の受領にかかわる取引については、当該支払分に対し、年14.6%を乗じた額とカードショッピングの支払金の残金全額に対し、法定利率を乗じた額のいずれか低い額。但し、第9条3項又は第37条1項第2号⑥により当社が翌月に一括して請求した取引については、当該支払分に対し、年14.6%を乗じた額。

(2) 前号の規定に係らず、割賦販売法第35条の3の60第1項に該当する取引又は前号に掲げる取引に該当しないカードショッピング取引については、当該支払分に対し、年14.6%を乗じた額。

2 会員が期限の利益を喪失したときは、期限の利益喪失の翌日から完済の日に至るまでカードショッピングの支払金の残金全額に対し、以下の年率を乗じた額の遅延損害金を支払うものとします。

(1) 本条1項1号の取引については、カードショッピングの支払金の残金全額に対し、法定利率を乗じた額。

(2) 本条1項2号の取引については、カードショッピングの支払金の残金全額に対し、年14.6%を乗じた額。

**第39条（カードショッピングの支払金の繰上返済等）**

1 カードショッピングの支払金の全部又は一部のご返済を本規約に定める約定返済期日の前に繰上げて支払うこと（以下「繰上返済」といいます。）について、会員は当社に対して事前に連絡の上、当社の承認を得て行うものとします。

2 会員は、前項に定める事前の連絡の際に、繰上返済をする範囲、ご返済方法、及び支払日を指定するものとし、当社は、当該指定に従い当該支払日時点において支払うべき金額をお知らせします。会員が指定することができる繰上返済の範囲及びご返済方法は下表の通りです。

支払方法	ご返済又は弁済の範囲	ご返済方法
分割払い	全額のみ	当社指定の口座への振込み
リボルビング払い	全額	当社指定の口座への振込み
	一部	当社指定の口座への振込み

3 当社に対する支払いが次の各号の何れかに該当する場合には、会員への通知なくして、当社が当該支払いを当社所定の期日におけるお支払いとみなし、当社所定の順序及び方法により、当社に対する何れの債務（本規約以外の契約に基づく債務を含みます。）に充当し、又は余剰金がある場合は口座振込、若しくは郵便為替による返金等を行うことができるものとします。

(1) 当社に対する事前の連絡、又は当社の承諾なくして行われたとき。

(2) 当社に対する事前の連絡、及び当社の承認があっても次に該当するとき。

①事前の連絡の際に指定した支払日と異なる日に行われたとき。

②事前の連絡の際に指定したご返済方法と異なる方法により行われたとき。

③事前の連絡の際に会員の指定に従い当社がお知らせした金額と異なる金額の支払いを行ったとき。

4 会員が、カードショッピング約定支払額の支払いを履行し、かつ約定支払期間の途中で残高を一括してお支払いいただいたとき、会員は、当社所定の計算方法により算出された期限未到来の分割手数料の内当社所定の割合による金額の払い戻しを当社に請求できるものとします。

(1) 分割払いの場合の分割手数料の内、期限未到来分の払戻し計算は、七八分法による計算方法で行います。

(2) リボルビング払いの場合の全部又は一部の繰上返済については、払戻しはありません。

**第40条（見本・カタログ等と提供内容の相違による売買契約の解除等）**

会員が加盟店に対して見本・カタログ等により申込みをした場合において引渡された商品又は提供された役務（サービスを含みます。以下同じ。）が見本・カタログ等と相違していることが明らかな場合は、会員は加盟店に商品の交換もしくは役務の再提供を申出るか、又は当該売買契約の解除もしくは役務提供契約の解除をすることが出来るものとします。なお、売買契約を解除したときは会員は速やかに当社に対しその旨を通知するものとします。

**第41条（支払い停止の抗弁）**

1 会員は、下記の事由が存するときは、その事由が解消されるまでの間、当該事由の存する商品・権利・サービスについて、カードショッピングの支払金の支払いの停止することが出来ます。但し、割賦販売法に定める指定権利以外の権利については、支払いを停止することは出来ません。

(1) 商品の引き渡し、権利の移転、又はサービスの提供がなされない場合。

(2) 商品・権利・サービスの契約不適合（欠陥）がある場合。

(3) その他商品・権利の販売又はサービスの提供について、加盟店に対して生じている抗弁事由がある場合。

2 当社は、会員が前項の支払いの停止を行う旨を当社に申出たときは、直ちに所要の手続きをとるものとします。

3 会員は、前項の申出をするときは、予め上記の事由の解消のため、加盟店と交渉を行うよう努めるとともに、会員と加盟店との紛議は両者において解決するものとします。

4 会員は、第2項の申出をしたときは、速やかに第1項の事由を記載した書面（資料がある場合には添付していただきます。）を当社に提出するよう努めるものとします。また、当社が本条1項の事由について調査する必要があるときは、会員はその調査に協力するものとします。

5 第1項の規定に係らず、次の何れかの事由に該当するときは、支払いを停止することはできないものとします。

(1) カードの利用が1回払いであるとき。

(2) カードご利用が割賦販売法の適用を受ける場合であっても、売買契約等が割賦販売法第35条の3の60第1項に該当するとき。

(3) 1回のカードご利用に係る支払総額が4万円に満たないとき、但し、リボルビング払いの場合は1回のカードご利用に係る現金販売価格が3万8千円に満たないとき。

(4) 会員による支払いの停止が信義に反すると認められるとき。

(5) 日本国外でカードをご利用したとき。

(6) 当社の債権を侵害する行為をしたとき。

(7) 本条1項各号の事由が会員の責に帰すべきとき。

6 会員からの抗弁の申出がリボルビング払いに係るものであるとき、当社は、当該抗弁事由の存する商品等の代金相当額をリボルビング払いに係る債務の残高から控除した額を基に算出した支払分について、会員に請求出来るものとします。

**ショッピングご利用支払方法変更サービス・  
ショッピングリボルビング払い支払方法事前登録サービス特約**

この特約は「ショッピングご利用支払方法変更サービス（通称あとからリボ・あとから分割サービス）」（以下「あとリボ・あと分割」といいます。）、又「ショッピングリボルビング払い事前登録サービス（通称「みんなりボ（Automatic revolving）」）」（以下、「みんなりボ」といいます。また、両サービスを総称して「本サービス」といいます。）を登録した会員にのみ適用されます。

**第42条（サービス内容）**

- 1 あとリボ・あと分割サービスは、会員がカードご利用時に支払方法を1回払い、2回払い又はボーナス一括払いと指定したカードショッピングご利用代金について、カードご利用後に、当該カードショッピングご利用代金の支払方法を、リボルビング払い、又は3回払以上の分割払いに変更したい旨を別途当社が定める日までに当社所定の方法により当社に申出をし、初回支払日（ボーナス一括払いを除き当社の初回支払日）を変更することなく、リボルビング払い、又は分割払いに支払方法が変更可能なサービスをいいます。
- 2 みんなりボは、会員がカードご利用前に予め申出ることにより、申出以降に翌月1回払いと指定したカードショッピングの支払方法を以後のご利用からリボルビング払いとして、お支払いいただくサービスです。

**第43条（手数料の支払い・支払方法の変更等）**

- 1 本サービスは、当社が認めた場合に限りご利用できるものとし、当社は、第43条第1項の申出を受けた1回払い、2回払い、ボーナス一括払いのカードショッピングご利用代金及び第43条第2項申出以降のカードショッピング1回払いについて、支払方法の変更を登録をします。
- 2 前項の登録がされた場合、会員はカード会員規約のカードショッピング条項に定めるリボルビング払い、又は分割払に従い、当該カードショッピングご利用代金に加えて、リボルビング払手数料、又は分割払手数料を当社にお支払いいただきます。
- 3 第1項の登録がされた場合、以降の登録の取消・変更は出来ません。
- 4 支払方法の変更により、2回払い、ボーナス払い、分割払い、リボルビング払い及びその他の割賦取引に変更した場合は、割賦取引ご利用可能枠を超えてはならないものとします。

**第44条（その他）**

前条に定める支払方法変更の登録がされた場合は、登録書面の交付に代えて、会員へのカードご利用代金明細の交付をもって同変更の書面交付とする場合があります。

**保 証 金 条 項**

**第45条（保証金の委託等）**

- 1 会員は、本規約に基づく一切の債務の担保として、以下の各号の定めに基づき、保証金を当社へ預託するものとします。尚、保証金には利息を付さないものとします。
  - （1）預託する保証金の額は、カードの利用可能枠を超えない範囲において、カードの利用可能枠に当社が定める割合を乗じた額とし、別途会員に提示します。
  - （2）保証金は、前号の定めに従い当社が提示した額を、当社が指定した方法により、当社が指定した期日までに預託するものとします。
- 2 会員が前項2号に基づき当社が指定した期日までに保証金の預託を行わない場合、カードを脱会されるものとして取り扱うこととします。
- 3 保証金返還請求権は、第三者に譲渡し又は質入れることはできないものとします。

**第46条（保証金の返還）**

- 1 会員が、第19条1項又は4項に該当した場合、当社は、本規約に基づく一切の債務が消滅していることを確認した後、日本国内の振替口座等への送金により保証金を返還するものとします。又、当社に日本国内の振替口座等の登録がない会員については、会員の承諾のうえ、日本国内の会員の届出住所宛へ郵便為替等で返還することとします。但し、返還の際に発生した費用等は会員の負担とし、保証金から差引いて返還することに異議はないものとします。
- 2 前項の定めにかかわらず、本規約に基づき会員が負担すべき債務が将来的に発生する可能性があるとき当社が判断した場合は、当社は当該可能性が消滅するまで、保証金の返還を留保することができるものとします。

**第47条（保証金による充当）**

- 1 当社は、当社の判断により、保証金を、本規約に基づく一切の債務に充当できるものとします。
- 2 支払いが3か月遅延した場合、会員は、会員への通知なくして、当社が保証金を本規約に基づく一切の債務に充当しても異議ないものとします。
- 3 弁護士等より債務整理の受任通知が届いた場合、会員は、会員への通知なくして、当社が保証金を本規約に基づく一切の債務に充当しても異議ないものとします。
- 4 保証金の充当によっても、未払債務を完済させるに足りない場合、会員は、会員への通知なくして当社が適当と認める順序、方法により未払債務に充当しても異議ないものとします。
- 5 前項により保証金を充当した後、残余の保証金が存在する場合においては、前条に準じて、その保証金を返還するものとします。
- 6 保証金充当後、尚未払債務が残る場合においては、会員は未払債務の全額を直ちに支払うものとします。

**その他条項**

**第48条（外国人PEP等届出）**

会員が、外国政府高官、外国政府高官の家族又は外国政府高官が実質的に支配する法人（あわせて「外国人PEP等」といいます。）に該当する場合は、当社所定の方法により当社へ届出るものとします。外国人PEP等に該当する場合、法令に対応するため、一部ご利用に制限がかかることがあります。

**カードご利用代金明細書発行に関する特約**

**第1条（本特約の適用）**

本特約は、当社が発行したカード（以下「本カード」といいます。）の本会員に適用されます。

**第2条（発行手数料）**

本カードの会員規約第10条第1項および第3項に基づき当社が会員にカードご利用代金明細書を郵送により提供した場合、会員は以下のいずれかの場合を除き、当社所定の発行手数料を本カードの利用代金の約定支払期日に当該代金と合算して支払うものとします。



- ・キャッシング利用またはキャッシング利用にかかる残高が請求明細に記載される場合
- ・当社が特に認める場合

第3条(本特約の適用および変更)

本特約の改定は、カード会員規約第31条の定めに従うものとします。

《カードショッピングお支払方法のご案内（別表）》

◎回数指定払：支払回数、支払期間、実質年率等

支払回数	1回	2回	3回	4回	5回	6回	7回
支払期間(ヶ月)	1	2	3	4	5	6	7
実質年率(%)	0	0	14.70	15.64	16.25	16.68	16.98
利用代金100円当りの分割払手数料の額(円)	0	0	2.46	3.28	4.10	4.92	5.74
支払回数	8回	10回	12回	15回	18回	20回	24回
支払期間(ヶ月)	8	10	12	15	18	20	24
実質年率(%)	17.21	17.51	17.69	17.84	17.89	17.90	17.88
利用代金100円当りの分割払手数料の額(円)	6.56	8.20	9.84	12.30	14.76	16.40	19.68

(※加盟店によってはご利用できる回数に制限がある場合があります。)

支払方法	利率	支払期間・回数
回数指定払	実質年率 14.70% ～ 17.90%	(翌月から毎月所定日支払)

- 分割払いご返済例：100,000円(税込み)の10回払いをご利用された場合  
分割払手数料 100,000円×(8.20円/100円)=8,200円  
支払金合計 100,000円+8,200円=108,200円  
分割支払額 108,200円÷10回=10,820円  
初回 11,000円 次回 10,800円

◎リボルビング払い  
(リボルビング支払いコース)

リボルビングの利用残高	毎月の弁済金
100,000円	5,000円
200,000円	10,000円
300,000円	15,000円
30万円を越えるリボルビング払いの利用については 100,000円増すごとに5,000円ずつ増額	

- リボルビング払い弁済例：ご利用残高100,000円リボルビング弁済月額5,000円の場合（実質年率18.00%，日割計算）毎月15日締切支払日翌月6日  
(具体的算定例) リボルビング払い1月1日100,000円新規ご利用の場合  
初回手数料 100,000円×18.00%÷365日×22日=1,084円  
元本充当 5,000円-1,084円=3,916円  
2回目  
ご利用残高 96,084円 当月の弁済金 5,000円  
手数料充当金 96,084円×18.00%÷365日×28日=1,326円  
元本充当 5,000円-1,326円=3,674円  
※最終回のご返済額に端数を含みます。  
※支払日〈毎月所定日〉が土日祝日の場合を考えない一般的な例でご利用明細とは異なります。

個人情報の取扱（収集・保有・利用・提供）に関する同意条項

第1条（与信目的による個人情報の収集・保有・利用の同意）

1 カード入会申込者及び会員（以下総称して「会員」といいます。）は、Nexus Card 株式会社（以下「当社」といいます。）が、本規約に基づくカード取引契約（以下「本契約」といいます。又契約の申込みを含みます。以下同じ）を含む当社との取引の与信判断、与信後の管理及び付帯サービスの提供のため、以下の情報（以下総称して「個人情報」といいます。）につき保護措置を講じたうえで、収集・保有・利用することに同意するものとします。

（1）当社所定の申込書に会員が記載した、氏名、性別、年齢、生年月日、住所、電話番号、携帯電話番号、メールアドレス、勤務先（お勤め先内容）、家族構成、住居状況、運転免許証その他会員から提出、通知、届出されたことにより当社が取得した情報。（本契約締結後に当社が、申込者及び会員が

- ら通知を受ける等により知り得た変更情報を含みます。)
- (2) 本契約に関する契約の種類、申込日、契約日、利用店名、商品名、契約額、支払回数、包括信用購入あっせんの手数料、毎月の分割支払金又は弁済金(支払額)、支払方法(支払回数)、振替口座等の本契約の内容に関する情報。
- (3) 本契約に関する支払開始後の利用残高、月々の返済状況・債権譲渡の情報等、会員との取引に関する情報。
- (4) 本契約に関する会員の支払能力を調査するため、又は支払途上における支払能力を調査するため、会員が申告した会員の資産、負債、収入、支出、当社が収集した保有・管理するクレジット利用履歴及び過去の債務のご返済状況等の「支払能力判断のための情報」。
- (5) 本契約の申込者が会員に相違ないことを確認するため、申込者から原本の提示又は写しの交付を受けた運転免許証、パスポート等の本人確認資料等に記載された本人識別情報(以下「本人確認情報」といいます。 )又は審査資料に記載の情報、もしくは本人特定又は所在確認のために当社が適法かつ適正に取得した戸籍謄本、住民票等に記載の情報。
- (6) 会員が当社との間で既に締結した契約がある場合、当該契約の申込み等をした事実及び当該契約に関する客観的な取引事実に基づく信用情報並びに債権の回収や途上与信を通じて得られた情報。
- (7) お電話でのお問い合わせ等により当社が知り得た情報。
- (8) 官報、電話帳、住宅地図等により公開されている情報。
- (9) インターネット等によるオンライン取引等の通信手段を用いた非対面取引、または当社の会員サイトへのログインで、会員が当該オンライン取引やログインの際に使用したパソコン、スマートフォンおよびタブレット端末等の機器に関する情報 (OSの種類・言語、IPアドレス、位置情報、端末識別番号等)
- 2 個人情報の委託について、当社は本規約に基づく当社の業務を第三者に委託する場合に、業務の遂行に必要な範囲で、当社が個人情報の保護措置を講じたうえで、個人情報を当該業務委託先に委託するものとします。
- 3 会員等は、当社が各種法令の規定により提出を求められた場合、及びそれに準ずる公共の利益の為、必要が有る場合は公的機関などに個人情報を提供する事に同意するものとします。
- 4 会員は、当社と本契約に定める加盟店(以下「加盟店」といいます。 )が、本契約に基づく立替精算、キャンセル精算、法令に基づく中途解約に伴う精算、加盟店との加盟店手数料等の精算等加盟店に情報を提供し、本条1. (1)～(3)の個人情報を利用することに同意するものとします。
- 5 個人情報の共同利用についてはインターネットの当社ホームページへの常時掲載によって公表するものとします。
- 6 当社が保有する個人情報には、本申込時に申込者から受領した情報(当社が当該申込みを否決した場合)及び本契約が終了し、又は会員が完済した後の情報を含むものとし、会員は、当社が所定の期間利用することに同意します。

第2条 (個人情報の利用)

会員は、当社が下記の目的のために本条第1条1. (1)～(2)の個人情報を利用することに同意します。

- (1) 当社及び当社グループの事業における新商品情報のお知らせ、関連するサービスの提供。
- (2) 当社及び当社グループの事業における市場調査、商品開発。
- (3) 当社及び当社グループの事業における宣伝物・印刷物の送付、送信等の営業案内。

※当社の事業とは、クレジット事業(クレジットカード事業を含む)、融資事業、保証事業、集金代行事業、生命保険の募集、損害保険の代理業、加盟店・提携先企業・その他事業者の営業案内等を当社の営業案内等に封入し送付する事業等です。当社の具体的事業については当社ホームページ(<https://www.nexuscard.co.jp/>)でお知らせしております。

第3条 (信用情報機関が保有する信用情報の利用及び信用情報機関への信用情報の提供)

- 1 信用情報機関が保有する信用情報の利用に関する同意
- 会員は、下記の事項に同意します。
- ①当社は、会員の本人を特定するための情報(氏名、生年月日、電話番号、本人確認書類の記号番号等、住所等)を、当社が加盟する信用情報機関(注) 及びこれと提携する信用情報機関(以下、「提携信用情報機関」といいます。)に提供し、会員に関する信用情報(3.(1)に定める情報をいいます。 以下同じ。)をこれら信用情報機関に照会します。
- ②上記①の照会により、これら信用情報機関に会員の信用情報が登録されている場合は、当社は、当該信用情報の提供を受け、会員の支払能力・返済能力の調査のために利用します。
- (注) 個人の支払能力・返済能力に関する信用情報を、当該機関に加盟する事業者(以下「加盟事業者」といいます。)に提供することを業とするものをいいます。
- 2 信用情報機関への信用情報の提供に関する同意
- 会員は、下記の事項に同意します。
- ①当社は、会員に係る本契約に基づく下表に定める信用情報を、当社が加盟する信用情報機関に提供します。これらの信用情報は、当該信用情報機関において下表に定める期間保有され、3. に記載のとおり利用されます。

提供先	
当社が提供する信用情報	株式会社シー・アイ・シー
本契約の申込みに係る事実(本人を特定するための情報及び申込みの事実)	当社が個人信用情報機関に照会した日から6ヶ月間
本契約に係る事実(本人を特定するための情報及び本契約に係る客観的な取引事実)	契約期間中及び契約終了後5年以内
上記、本契約に係る事実(債務の支払いを延滞した事実が含まれる場合)	契約期間中及び契約終了後5年間

- ②上記①により、当社が提供する信用情報は下記のとおりです。
- ・株式会社シー・アイ・シー
  - 会員の本人を特定するための情報(氏名、生年月日、電話番号、本人確認書類の記号番号等、住所、勤務先、勤務先電話番号等)。申込・契約内容に係る情報(契約の種類、申込日、契約日、契約額、貸付額、商品名及びその数量/回数/期間、支払回数等)。
  - 支払い等に係る情報(請求額、入金額、利用残高、割賦残高、年間請求予定額、支払日、完済日、延滞等支払状況に関する情報、等)。
- 3 信用情報機関による信用情報の利用及び加盟事業者に対する提供に関する同意



会員は、当社が加盟する信用情報機関が、当該機関及び提携信用情報機関の加盟事業者による会員の支払能力・返済能力の調査に資することを目的に、保有する信用情報を以下のとおり利用すること、及び加盟事業者に提供することに同意します。

(1) 信用情報機関が保有する信用情報

当社が加盟する信用情報機関は、下記の信用情報を保有します。

(iv) 上記2. ①により、当社を含め、信用情報機関の加盟事業者から提供を受けた情報

(v) 信用情報機関が収集した①以外の情報

③ 信用情報機関が、保有する信用情報に分析等の処理を行い算出した数値等の情報、その関連情報

(2) 信用情報機関による信用情報の利用

当社が加盟する信用情報機関は、保有する信用情報を下記のとおり利用します。

① 信用情報の確認、調査、名寄せ・合算、その他信用情報機関の業務を適切に実施するための処理

② 信用情報の分析等の処理及びそれに基づく数値等の情報の算出

(3) 信用情報機関による加盟事業者に対する信用情報の提供

当社が加盟する信用情報機関は、信用情報（(1) ①②③）を加盟事業者へ提供します。また、信用情報（(1) ①）を、提携信用情報機関を通じてその加盟事業者へ提供します。

4 当社が加盟する信用情報機関及びその提携信用情報機関

(1) 当社が加盟する信用情報機関の名称等

当社が加盟する信用情報機関の名称、問い合わせ電話番号は下記のとおりです。また、本契約期間中に新たに信用情報機関に加盟し、信用情報を利用・提供する場合は、別途、書面（電磁的記録を含みます。）により通知し、同意を得るものとします。

① 株式会社シー・アイ・シー（割賦販売法に基づく指定信用情報機関）（貸金業法に基づく指定信用情報機関）

お問い合わせ先：0570-666-414

ホームページアドレス：<https://www.cic.co.jp/>

※㈱シー・アイ・シーの加盟資格、加盟事業者名、信用情報の利用目的及び利用方法、同社が実施する「クレジット・ガイドンス」については、上記の同社のホームページをご覧ください。

(2) 提携信用情報機関の名称等

提携信用情報機関の名称、問い合わせ電話番号は、下記のとおりです。

① 全国銀行個人信用情報センター

お問い合わせ先：03-3214-5020

ホームページアドレス：<https://www.zenginkyo.or.jp/pcic/>

※全国銀行個人信用情報センターの加盟資格、加盟事業者名等の詳細は、上記の同社のホームページをご覧ください。

② 株式会社日本信用情報機構（貸金業法に基づく指定信用情報機関）

お問い合わせ先：0570-055-955

ホームページアドレス：<https://www.jicc.co.jp/>

※㈱日本信用情報機構の加盟資格、加盟事業者名等の詳細は、上記の同社のホームページをご覧ください。

第4条（個人情報の第三者への提供について）

会員は、当社が保護措置を講じた上で以下の範囲で個人情報を以下の第三者に提供すること及び当該第三者が提供の趣旨に従った以下の目的で当該個人情報を利用することに同意します。

(1) 提供する第三者の範囲

①当社のホームページに掲載している関連会社及び業務提携先

②当社が、会員の本人確認、所在確認等のため、住民票、戸籍の附票、登記事項証明書等を申請するに際し、市区町村長又は登記官

③当社が業務委託する弁護士、司法書士、会計士

(2) 第三者に提供される情報の内容

会員の本人契約に基づく申込情報及び個人情報（但し、当社が信用情報機関から取得した個人情報は除く）及び保険契約申込情報

(3) 使用する者の使用目的

第2条に記載の各目的（この場合において、上記目的中「当社」とあるのは、「提供する第三者」と読み替えます。）

第5条（金融商品等及びサービスのご案内について）

会員は、当社並びに当社のホームページ等に掲載している関連会社及び業務提携先が、会員の個人情報について、以下の目的でも適正に使用及び提供することに同意します。但し、会員が当社からの以下金融商品等及びサービスのご案内を希望しない場合は、会員が当社にアクセスした機会に金融商品等及びサービスのご案内を行うときを除き、当社からのご案内を致しません。

目的:当社並びに当社のホームページ等に掲載している関連会社及び業務提携先が現在又は将来取り扱うローン、クレジットカード等の金融商品（以下総称して「金融商品等」といいます。）及びサービスの販売、勧誘、広告及び宣伝物の送付、送信（電子メールを含む）を会員に案内するため。当社は、金融商品等の紹介等をする為、会員に対して電話やダイレクトメール等（電子メールを含む）の手段でご連絡致します。なお、この目的による使用に限りましては、会員からの申し出により取りやめます。金融商品等のご案内を希望されないことを理由にお申込みをお断りすることはありません。また、当社の「業務提携先」は当社ホームページにて公表しております

第6条（個人情報の開示・訂正・削除）

1 会員は、当社及び第3条で記載する指定信用情報機関に対して、個人情報の保護に関する法律に定めるところにより、自己に関する個人情報を開示するよう請求することができます。

(1) 当社に開示を求める場合には、末尾記載の相談窓口に連絡してください。開示請求手続き（受付窓口、受付方法、必要な書類、手数料等）の詳細についてお答えします。また、開示請求手続きにつきましては、当社所定の方法（ホームページ <https://www.nexuscard.co.jp/>）によってもお知らせしています。

(2) 指定情報機関に開示を求める場合には、第3条記載の指定信用機関に連絡してください。

2 万一個人情報の内容が事実と相違していることが判明した場合には、当社は個人情報保護に関する法律に定めるところにより、速やかに訂正又は削除に応じるものとします。

第7条（本規約に不同意の場合）

当社は、会員が本契約に必要な記載事項の記載を希望しない場合及び本規約の内容の全部又は一部を承認出来ない場合、本契約をお断りすることや脱会の手続きをとる場合があります。但し、本条第2条、第4条及び第5条に同意しない場合でも、これを理由に当社が本契約をお断り又は、脱会の手続きをすることはありません。

第8条（利用・提供中止の申し出）

本条第2条、第4条及び第5条による同意を得た範囲内で当社が当該情報を利用、提供している場合であっても、中止の申出があった場合はそれ以降の当社での利用、他社への提供を中止する措置をとります。但し、請求書送付や本規約改定のお知らせ等業務上必要な書類に同封又はメール送信される宣伝物・印刷物についてはこの限りではありません。

#### 第9条（本契約が不成立の場合・会員の取消後又は脱会後の個人情報の利用）

1 本契約が不成立の場合であっても、本申込をした事実は、本条第1条及び第3条2項に基づき、当該契約の不成立の理由の如何を問わず一定期間利用されますが、それ以外に利用されることはありません。

2 カード会員規約一般条項第19条に基づく取消又は脱会の後も本条第1条及び第5条に必要な範囲で、当社所定の期間個人情報を保有し、利用するものとします。但し、本条第8条による利用中止の申出を適用します。

#### 第10条（条項の変更）

本条は法令等に定める手続きにより、必要な範囲内で変更できるものとします。

《相談窓口》

1 商品等の問合せ、相談はカードを利用された加盟店にご連絡ください。

2 会員規約についてのお問合せ、ご相談及び支払停止の抗弁に関する書面、及び個人情報の開示・訂正・削除等については、下記 Nexus Card 株式会社お客様相談窓口におたずねください。

Nexus Card 株式会社

〒880-0006 宮崎市千草町4番17号

お客様相談窓口 TEL 0570-002123

ホームページアドレス：<https://www.nexuscard.co.jp/>

〔包括信用購入あっせん・登録番号〕 九州（包）第30号

会員規約をよくお読みのうえ大切に保管ください。

### 【Web 会員サービス利用規約】

#### 第1条 定義

- 「会員」とは、Nexus Card 株式会社（以下「当社」といいます。）が発行するクレジットカードの発行・貸与を受けた者をいいます。
- 「Web 会員サービス」（以下「本サービス」といいます。）とは、当社所定の Web サイト（以下「Web サイト」といいます。）において提供する第4条の内容のサービスをいいます。
- 「利用登録」とは、本サービスの利用を希望する会員が利用申請し、当社が本サービスの利用を承認して利用者として登録することをいいます。
- 「利用者」とは、本規約を承認のうえ利用申請し、当社に承認されて利用登録を完了した会員をいいます。
- 「登録情報」とは、利用者が利用登録時に申請した属性情報、E メールアドレス、その他の情報、並びにID（第2条第3項で定義）及びパスワードの情報をいいます。

#### 第2条 利用登録等

- 利用登録を行うことができる者は、会員本人のみとします。
- 本サービスの利用を希望する会員は、本規約を承認のうえ、所定の方法により、カードの会員番号、E メールアドレス、その他の必要事項を当社に申請するものとします。
- 当社は、前項で申請した者のうち、本サービスの利用を承認した者に対して、同人を特定する番号（以下「ID」といいます。）を本人の申請の後、発行します。
- IDを発行した時点で、利用登録の完了とします。なお、パスワードは、IDの発行を受けた者が、当社所定のルールに従って任意に指定できるものとします。
- 利用登録は、カード毎に行うものとします。同一のカードについて再度利用登録を行った場合、従前のID、及びパスワードは効力を失うものとします。
- 利用者は、当社所定の方法で申請することにより、本サービスの利用登録を解除することができるものとします。

#### 第3条 登録情報

利用者は、当社に登録したEメールアドレスの内容に変更があった場合、直ちに当社所定の届出を行うものとします。

#### 第4条 本サービスの内容等

- 当社の提供する本サービスの内容は、以下の通りとします。
  - Web 明細サービス
  - ポイント交換申込
  - 本人認証サービス(3D セキュア)
- 当社は、本サービスの内容を任意に追加、変更、又は中止することができるものとします。その場合、当該追加、変更、又は中止を行うことについて、利用者に対し Web サイトへの掲載、その他の方法等により、公表、又は通知するものとします。

#### 第5条 本サービスの利用方法

- 利用者は、本規約のほか、第4条第1項の各種サービスにおける「案内」「利用上の注意」「その他の注記事項」、及び別途定める規約等（以下、「本規約等」といいます。）を遵守するものとします。
- 利用者は、Web サイトにおいてID、及びパスワードを入力し、本規約等に従うことにより、本サービスを利用することができるものとします。
- 当社は、入力されたID、及びパスワードの一致を確認することにより、その入力者を利用者本人とみなして本サービスを提供するものとします。

#### 第6条 提携先サービス

- 利用者は、本サービスのほか、当社が提携する第三者（以下「提携先」といいます。）が提供するサービス（以下「提携先サービス」といいます。）を利用することができるものとします。
- 利用者は、提携先サービスを利用する場合、本規約等のほか、提携先の定める規約等に従うものとします。

#### 第7条 利用者の管理責任

1. 利用者は、自己のＩＤ及びパスワードが本サービス、又は提携先サービスにおいて使用されるものであることを認識し、厳重にその管理を行うものとします。
2. 利用者は、ＩＤ、及びパスワードの使用、管理について他人に知られないように善良なる管理者の注意をもって管理するものとします。
3. ＩＤ、及びパスワードが第三者に使用されたことによる損害は、当社、又は提携先の故意、過失による場合を除き、当社は一切責任を負わないものとします。
4. 利用者は、自己のＩＤ、及びパスワードが使用されて、当社並びに提携先、又は第三者に対して損害を与えた場合、その損害を賠償しなければならないものとします。

## 第8条 利用者の禁止事項

1. 利用者は、利用者として有する権利を、第三者に譲渡もしくは行使させてはならないものとします。
2. 利用者は、本サービスの利用によって取得した情報を私的範囲内で利用するものとし、商業的に利用してはならないものとします。

## 第9条 知的財産権等

本サービスの内容、情報等、本サービスに含まれる著作権、商標、その他の知的財産権等は、すべて当社及び提携先の権利者に帰属するものであり、利用者はこれらの権利を侵害、又は侵害するおそれのある行為をしてはならないものとします。

## 第10条 利用登録抹消

当社は、利用者が次のいずれかに該当し、当社が必要と認めた場合、その利用登録を抹消して利用者のＩＤを無効とすること、又は当該利用者の本サービスの利用を制限することができるものとします。

- (1) 会員資格を喪失した場合
- (2) 本規約のいずれかに違反した場合
- (3) 利用登録時に虚偽の申請をした場合
- (4) 本サービスの利用に際し必要とされる債務支払又は義務の履行を行わなかった場合
- (5) 同ＩＤで連続してログインエラーとなった場合
- (6) その他、当社が利用者として不適当と判断した場合

## 第11条 利用者に対する通知

1. 当社は、利用者が登録したＥメールアドレスを、利用者に対する通知や情報提供に利用できるものとします。但し、情報提供に限り、利用者が当社所定の届出をすることにより、当該Ｅメールの配信を中止できるものとします。
2. 当社が登録されたＥメールアドレスに対して、通知や情報提供を行ったことにより、利用者、又は第三者に対して損害が発生した場合において、当社の故意又は重大な過失による場合を除き、当社は一切責任を負わないものとします。

## 第12条 個人情報の取扱い

1. 利用者は、当社がＥメールアドレスなどの登録情報、本サービスの利用に関する情報等の個人情報につき、必要な保護措置を行ったうえ、以下の目的のために利用することに同意するものとします。
  - (1) 宣伝情報の配信等当社の営業に関する案内に利用すること
  - (2) 業務上の必要事項の確認や連絡に利用すること
  - (3) 市場調査を目的としたアンケート用Ｅメールの配信に利用すること
2. 当社は、当該業務を第三者に委託する場合、業務の遂行に必要な範囲で、個人情報を業務委託先に提供します。

## 第13条 免責

1. 本サービスにおいて、当社が採用する暗号技術は、当社が妥当と判断する限りのものであり、その完全性、安全性等に関していかなる保証も行わないものとします。
2. 当社の故意、又は重大な過失による場合を除き、当社は、本サービスの利用に起因して生じた利用者の損害について、一切責任を負わないものとします。

## 第14条 本サービスの一時停止と中止

1. 当社は、次のいずれかに該当する場合、利用者への事前通知なしで、本サービスの一時停止、又は中止することができるものとします。
  - (1) システム保守、その他本サービス運営上の必要がある場合
  - (2) 天災、停電、その他本サービスを継続することが困難になった場合
  - (3) その他当社が必要と判断した場合
2. 当社の故意、又は重大な過失による場合を除き、当社は、本サービスの一時停止、又は中止に起因して生じたいかなる損害について、一切責任を負わないものとします。

## 第15条 本規約の変更

当社は、会員規約に定める変更手続に従い、本規約を変更することができるものとします。

## 第16条 本規約の優越

本サービスの利用に際し、当社が別に定める会員規約等のあらゆる規約と、本規約の内容が一致しない場合は、本規約が優先されるものとします。

## 【Web 明細サービス利用規約】

### 第1条 (本サービスの内容)

1. 「Web 明細サービス」(以下、「本サービス」といいます。)は、Nexus Card 株式会社(以下、「当社」といいます。)が発行するクレジットカードの会員(以下、「会員」といいます。)に対し、インターネット上で提供する「本サービス」において、会員が利用した毎月のカード利用明細書を、郵送による方法に代えて本規約の方法により通知するサービスをいいます。
2. 本サービスによる通知は、割賦販売法に規定される書面又は情報提供を含みます。

### 第2条 (本サービスの利用)

本サービスの利用を希望する会員は、本規約を承認したうえで、当社の定める方法により本サービスの利用登録を行うものとし、利用登録が完了した場合に、本サービスを利用することができるものとします。

### 第3条（利用料金）

本サービスの利用料金は無料とします。但し、本サービスを利用するために必要なインターネットへの接続等の利用環境については、会員の責任及び費用負担で整えるものとし、インターネットへの接続料及び通信料等については会員の負担によるものとします。

### 第4条（カード利用代金明細書の通知方法）

1. 当社は、請求金額確定時に会員が届出た電子メールアドレス宛てにお支払金額の確定を通知する旨のメールを配信します。会員は、当該メールを受領後直ちに、当該メールにおいて指定されたウェブサイト（パソコン等（パソコン、スマートフォン、タブレットをいいます。）からアクセスして、カード利用代金明細書を閲覧し、及び利用代金明細のデータをダウンロードすることとします。なお、会員は、当社が定める期間において、いつでもカード利用代金明細書をダウンロードすることができます。

2. 当社は本サービスの利用を承認した会員に対し、原則としてご利用代金明細書を郵送しないものとします。

但し、請求金額の確定時において次のいずれかに該当する場合、当社はご利用代金明細書の郵送を行なうものとします。

- （1） 払込取扱票による支払いを行っている場合
- （2） 法令等によりご利用代金明細書の送付が必要とされる場合
- （3） 本サービスからカード利用代金明細書郵送への変更がある場合
- （4） 第6条の終了事由（1）から（3）に該当した場合
- （5） その他当社がご利用代金明細書の郵送を必要と判断した場合

### 第5条（電子メールアドレス）

1. 本サービスの登録は、パソコン等から行うことができます。本サービスの登録が完了した場合は、当社は登録された電子メールアドレス宛に、登録完了メールを配信します。

2. 本サービス利用登録会員は、電子メールアドレスの変更を行った場合には、遅滞なく当社 Web 会員サービスメニューから所定の選択を行い、変更の手続きを行うものとします。

### 第6条（本サービスの提供終了）

当社は、会員について、以下のいずれかの事由が発生した場合、会員の承諾を得ることなく本サービスの提供を終了することができるものとします。但し、請求又は残高がある場合は、この限りではないものとします。

- （1） 当社に対して虚偽の申告をしたことが判明した場合
- （2） 本規約のいずれかに違反した場合
- （3） その他、当社が不適当と判断した場合

### 第7条（サービスの変更、中止）

1. 本サービスの利用を中止する場合は、会員は当社所定の方法で申出をしていただきます。
2. 当社は、営業上その他の理由により本サービスを変更もしくは中止することができることとし、会員はあらかじめそれを承諾することとします。
3. 本サービスの内容は日本国の法律のもとに規制されることがあることを承諾することとします。

### 第8条（本規約の変更）

当社は、会員規約に定める変更手続に従い、本規約を変更することができるものとします。

### 第9条（免責事項）

1. 会員は、通信上のトラブルやインターネット環境などの事由により「本サービス」の確認ができない場合があることをあらかじめご了承ください。
2. 確定通知を受信できないことにより、会員又は第三者に対して損害が発生した場合、当社は一切責任を負わないこととします。

### 第10条（会員規約の優先）

本サービスの利用に際し、当社が別に定める会員規約等のあらゆる規約と、本規約の内容が一致しない場合は、本規約が優先されるものとします。