

Special Contract for International Money Transfer Service (SEVEN BANK Philippine Money Transfer Service with BDO Unibank)

## Article 1 (Scope of Application)

- 1. This Special Contract for International Money Transfer Service (SEVEN BANK Philippine Money Transfer Service with BDO Unibank) (hereinafter referred to as this "Special Contract") provides for matters required upon using the portion of the international money transfer service provided by Seven Bank (hereinafter referred to as the "Bank") used specifically to transfer the funds to Philippines referred to as "SEVEN BANK Philippine Money Transfer Service with BDO Unibank" (hereinafter referred to as the "Service").
- 2. This Special Contract constitutes a part of the International Money Transfer Service Terms and Conditions (hereinafter referred to as the "General Terms and Conditions"). This Special Contract shall prevail in case there is a discrepancy between the provisions of the General Terms and Conditions and this Special Contract. Matters only set forth in the General Terms and Conditions and not in this Special Contract shall be governed by the General Terms and Conditions.

## Article 2 (Definitions)

- 1. The following defined terms used in this Special Contract shall have the meanings set forth below.
- (1) "Credit-to-Account Method" means the method where the Bank transmits to the Alliance Partner payment instructions so as to entrust the Alliance Partner to credit the amount of the Transfer Funds in the Payout Currency to the Receiver's Bank Account to be registered in advance. In this case, the payment shall be made by crediting the relevant amount to the Receiver's Bank Account designated by the customer. The process of crediting the relevant amount to the Receiver's Bank Account will take such number of days as designated by the Bank to complete such process.
- (2) "Payout Country" means Philippines.
- (3) "Alliance Partner" means BDO Unibank, Inc., a Philippine corporation with its head office at 7899 Makati Avenue, Makati City 0726, Philippines. The link to the website of BDO Unibank, Inc. is posted on the Bank's website.
- (4) "Reference Number" is the number assigned to each of the Money Transfer Transaction in connection with the Service.
- (5) "Payout Currency" means Philippine Peso.
- (6) "International Money Transfer App" means the application software referred to as "Seven Bank's International Money Transfer Service App" downloaded onto the customer's smartphone.
- (7) "Net Payment Service" means the service as set forth in Article 8 of the Bank's "Fund Transfer Terms and Conditions," where the term "Member Stores" as used therein shall be read as the "Bank."
- 2. A term defined in the General Terms and Conditions which is assigned a different meaning in this Special Contract shall have the meaning assigned herein to the extent that the General Terms and Conditions are applied to the Service.



3. A term not defined in this Special Contract shall have the meaning assigned thereto in the General Terms and Conditions as well as any other terms and conditions provided by the Bank.

Article 3 (Service Operator)

The Service is offered by the Bank to the customer, and all of the rights and obligations of the customer under the Service shall take effect and become vested only between the customer and the Bank. The Alliance Partners, the Payment Centers and the Receivers' Bank merely serve the role of assisting the Bank in the Bank's provision of its services to the customer, and do not and will not be a party to any transaction with the customer.

Article 4 (Application for International Money Transfer Service Agreement)

The customer is required to enter into the International Money Transfer Service Agreement with the Bank in accordance with Article 4 of the General Terms and Conditions prior to using the Services.

Article 5 (Money Transfer Request)

- 1. The customer's Money Transfer Request in connection with the Service shall be made through the International Money Transfer App. The customer is required to make a registration to start the usage of the direct banking service prior to using the Service.
- 2. A Money Transfer Request shall be accepted by the Bank when the Bank deems such request to be appropriate and all of the matters set forth in the following items have been completed, upon which the Money Transfer Transaction shall come into effect:
- (1) the customer has confirmed the details of the Money Transfer Request and any other matter to be confirmed as requested by the Bank;
- (2) the Bank has received the relevant amount by way of debit from the customer's Account in accordance with Article 9; and
- (3) the Bank has issued a Reference Number.
- 3. Following the acceptance of a Money Transfer Request by the Bank, the Bank shall notify the customer to that effect and provide the customer with the Reference Number and other details of the Money Transfer Transaction. The customer shall be responsible for communicating to the receiver the details of the relevant Money Transfer Transaction including the Reference Number. Such details regarding a Money Transfer Transaction may not be revealed to anyone other than the receiver. The Bank shall not be liable for any damage arising from any unauthorized use of such information by any third party other than the customer or the receiver.
- 4. In case of the Cash Receipt Method, the Reference Number and other details regarding the Money Transfer Transaction will be necessary for the receiver to receive the amount transferred.
- 5. Once the Bank accepts a Money Transfer Request, the Bank will not handle any request by the customer to amend the contents thereof. If it becomes necessary for the customer to make an amendment to a Money Transfer Request that has already been accepted by the Bank, the customer shall first cancel or request a reversal for the relevant Money Transfer Request pursuant to Article 14 or Article 15 of the General Terms and Conditions respectively, and then submit a new Money



Transfer Request to replace such cancelled Money Transfer Request.

Article 6 (Amount to be Received and Receiving Method)

- 1. The funds to be transferred under a Money Transfer Request shall be received by the Bank in Japanese yen. Payment to the receiver or crediting of amounts to the Receiver's Bank Account shall be made in the Payout Currency. The conversion to the Payout Currency shall be made, in principle, at the foreign exchange rate prescribed by the Bank and prevailing at the time of acceptance of such Money Transfer Request. Foreign exchange rates prescribed by the Bank shall be inclusive of a spread prescribed by the Bank.
- 2. The payment to the receiver in a Money Transfer Transaction shall be made using either of the two payment methods, namely, the Cash Receipt Method or the Credit-to-Account Method, as designated by the customer upon registering the receiver or requesting the relevant Money Transfer Request.
- 3. Applicable taxes and duties or commissions, etc. may be deducted from the amount to be paid to the receiver either at the time of the payment to the receiver or at the time of the crediting of such amount to the Receiver's Bank Account.

Article 7 (Place of Payment for the Cash Receipt Method)

- 1. The payment under a Money Transfer Transaction may be received by the receiver at any Payment Center located in the Payout Country during its business hours on its business day by taking the payment request procedures prescribed by the Payment Center. Such procedures include the presentation or submission of:
- (1) Reference Number
- (2) other details of the relevant Money Transfer Transaction; and
- (3) any other documents or information prescribed by the Payment Center.
- 2. The payment under a Money Transfer Transaction may not be received by the receiver at any Payment Center outside the Payout Country.
- 3. Notwithstanding the provisions of Paragraph 1 above, even if the Bank has accepted the customer's Money Transfer Request, the receiver may not be able to receive such payment at all or a part of the Payment Centers in the Payout Country due to the Restriction on Transactions established by the Alliance Partner or the Payment Center pursuant to Article 5, Paragraph 3 of the General Terms and Conditions. In such a case, the Bank shall, to that extent, be released from its obligation to perform the Money Transfer Transaction in accordance with the conditions confirmed by the customer upon the Bank's acceptance of the Money Transfer Request.
- 4. The receiver may receive the funds transferred pursuant to a Money Transfer Transaction at a Payment Center other than the one designated by the customer upon making such Money Transfer Request. In such a case, the amount of the fees and expenses charged to the customer by the Bank shall remain unchanged.

Article 8 (Receiver's Bank Account for the Credit-to-Account Method)

1. When the Credit-to-Account Method is used, the transferred funds are credited to the Receiver's



Bank Account by the Receiver's Bank upon completion of the prescribed procedures in accordance with the conditions established by the Alliance Partner or the laws and regulations of the Payout Country.

- 2. Notwithstanding Paragraph 1, even if the Bank has accepted the customer's Money Transfer Request, the amount to be transferred under such request may not be credited to the Receiver's Bank Account due to Restrictions on Transactions prescribed by the Alliance Partner or the Receiver's Bank pursuant to Article 5, Paragraph 3 of the General Terms and Conditions. In such case, the Bank shall, to that extent, be released from its obligation to carry out the relevant Money Transfer Transaction in accordance with the conditions that were confirmed by the customer at the time of acceptance of the relevant Money Transfer Request.
- 3. When the Receiver's Bank credits such amount as transferred by the customer to the Receiver's Bank Account, the Receiver's Bank may check the account number of the Receiver's Bank Account only and may not cross-check the name of the Receiver with the name of the accountholder of the bank account to which the funds are to be transferred. As such, the customer is requested to be extremely vigilant to ensure that the account number for the Receiver's Bank Account is accurate upon making a Money Transfer Request.

Article 9 (Payment of the Transfer Funds and Costs)

- 1. The customer must, in making a Money Transfer Request, pay the funds to be transferred, as well as the transfer fees prescribed by the Bank and other charges and costs required for the Money Transfer Transaction (such funds, fees, charges, and costs shall hereinafter be collectively referred to as "Transfer Funds and Costs") in Japanese yen. Such payment shall be made by the methods prescribed in Paragraphs 2 and 3 below, and such payment may not be made in cash.
- 2. The funds to be transferred and the transfer fees prescribed by the Bank shall be paid using the Net Payment Service.
- 3. Transfer Funds and Costs other than the funds to be transferred and the transfer fees prescribed by the Bank shall be paid by debiting the relevant amount from the Account without requiring the performance of a separate withdrawal procedures by the customer.

Article 10 (Cancellation by the Bank)

Notwithstanding the provisions of Article 16, Paragraph 2 of the General Terms and Conditions, if, in case the payment is to be made by the Cash Receipt Method, the receipt and pick up of the fund by the receiver under a Money Transfer Request cannot be completed within a period of 30 days from the date on which the fund becomes available and ready for receipt and pick up, the Bank shall, in principle, cancel the Money Transfer Transaction in the manner prescribed by the Bank without prior notice to the customer promptly after the date of expiration of the said 30-day period; provided, however, that the foregoing shall not apply if the payment to the receiver is completed prior to such cancellation process.

Article 11 (Instructions and Refund for a Cancellation or Reversal)



Notwithstanding the provision of Article 17, Paragraph 3 of the General Terms and Conditions, in case of a reversal, the Bank shall refund the amount returned from the Alliance Partner in Japanese yen, which shall be credited to the customer's account without requiring a separate request for such action from the customer. In such a case, the amount to be refunded shall be such amount as converted from the Payout Currency to Japanese yen using the foreign exchange rate prescribed by the Bank. Transfer fees and any other charges and costs (other than the transfer funds) shall not be returned. Article 12 (Mutatis Mutandis Application of Terms and Conditions)

Matters not set forth in this Special Contract or in the General Terms and Conditions shall be governed by other applicable terms and conditions, rules, or regulations of the Bank.

Article 13 (Revision to Terms and Conditions)

- 1. The provisions of these Terms and Conditions and other conditions may be revised by posting the revision on the Bank's website or announcing it by any other appropriate method if there is any change in the financial conditions or any other due cause.
- 2. The revision referred to in the preceding paragraph shall apply from the date of commencement of application determined at the time of its announcement.

(Revised on February 17, 2020)