

# Seven Bank Banking Terms and Conditions

If the customer holds a Seven Bank Account and conducts a transaction with Seven Bank (hereinafter referred to as the “Bank”), he/she shall be deemed to have confirmed and agreed to the provisions set forth below (these “Terms and Conditions”), as well as other terms and conditions contained in the Seven Bank Account Rules (together with these Terms and Conditions, hereinafter collectively referred to as these “Terms and Conditions and Other Rules”).

## Article 1 (Eligible Customers)

1. Holders of a Seven Bank Account (hereinafter referred to as an “Account”) shall be limited to the persons satisfying all of the requirements listed below who have passed the Bank’s approval process, and the Bank shall not accept the holding of an Account by any other person:
  - (1) the holder of an Account must be an individual residing in Japan (meaning a “resident” as defined in the Foreign Exchange and Foreign Trade Act of Japan); and
  - (2) the holder of an Account must not fall under any type of person listed in Item (2) of Article 21.
2. An Account shall not be used for business purposes.

## Article 2 (Transaction Methods)

1. Transactions with the Bank shall be conducted by:
  - (1) the method of using a personal computer capable of being connected to the Internet service designated by the Bank (for the purpose of this Item, the term “personal computer” shall be interpreted so as to include any smartphone, tablet computer, or other advanced terminal device which is available for Internet connection and browsing and which is equipped with an operating system and browser as designated by the Bank, and the same shall apply hereinafter);
  - (2) the method of using a mobile phone which is capable of being connected to the network designated by the Bank and which corresponds to any of the models designated by the Bank;
  - (3) the method of using an automatic teller machine (hereinafter referred to as an “ATM”) of the Bank or an ATM (including cash dispensers; the same shall apply hereinafter) of any financial institution having a business alliance with the Bank for cash depositing, payment, and fund transfer operations (hereinafter referred to as an “Alliance Partner”); or
  - (4) any other method designated by the Bank
2. The transaction methods described in Items (1), (2), and (3) of Article 2.1 shall be referred to as “Internet banking,” “mobile banking” and “ATM transaction” respectively. The services involving Internet banking and mobile banking shall hereinafter be collectively referred to as the “direct banking service.”
3. The types of available transactions or services vary

depending on the transaction methods set forth in Article 2.1 or the types of the terminal devices to be used as set forth in the respective items of Article 2.1 (hereinafter referred to as "Transaction Terminals"). For details, please refer to the relevant page(s) of the Bank's website.

4. The operating systems, browsers, and other environment requirements for the usage of the direct banking service shall be posted on the Bank's website. While those environment requirements have been tested and confirmed for proper operation with the Bank's Transaction Terminals, the Bank does not guarantee that the direct banking service will operate properly with any of the Transaction Terminals to be used by the customer.

### **Article 3 (Seven Bank Account)**

1. An Account shall be available for use in conducting any of the following types of transactions:
  - (1) Ordinary deposit;
  - (2) Time deposit; or
  - (3) Other transactions or services prescribed by the Bank for which an agreement is separately entered into between the customer and the Bank.
2. Time deposits and other transactions or services prescribed by the Bank for which an agreement is separately entered into between the customer and the Bank may not be conducted without holding an ordinary deposit account.
3. The transactions for which an Account may be used shall be governed by these Terms and Conditions, as well as the terms and conditions established by the Bank for the relevant type of transaction or service. The details regarding the procedures to apply for such transactions and the method to be used for the direct banking service, ATM banking, etc. shall be posted on the Bank's website.
4. An Account shall be available for use only in the name of the customer himself/herself. Only one Account may be used by each individual.
5. When an Account is opened for the customer, the Bank shall issue, and enable/allow the customer to use, a cash card that has a customer ID and confirmation number printed on the reverse side. If the customer has contracted for the debit card service, the Bank shall also issue, and enable/allow the customer to use, a direct banking service card that has a customer ID and confirmation number (hereinafter referred to as a "direct banking card," and collectively with the cash card as a "cash card, etc.").

### **Article 4 (Opening an Account)**

1. The customer may request the opening of an Account in accordance with the procedures prescribed by the Bank whereby the customer shall confirm and agree to these Terms and Conditions and Other Rules and other matters specified by the Bank and then either deliver the necessary information to the Bank by inputting and uploading such information on the designated page(s) in the Bank's website or prepare a written application by inserting necessary information on the

relevant form and submit the same to the Bank together with other required documents. The customer's Account shall be opened when the Bank receives and accepts such application.

2. After the customer's Account is opened, the Bank shall send a cash card, etc. to the customer at his/her registered home address by means of postal mail in the manner prescribed by the Bank.
3. If the cash card, etc. sent by postal mail after the opening of the customer's Account fails to reach the customer due to an unidentified address or for any other reason, or if two years have elapsed since the opening of an Account without the customer even once depositing cash into the Account, the Bank shall be entitled to close the Account by its prescribed method at any time without notice to the customer. The Bank shall not be liable for any damage that may be incurred by the customer as a result of closing the Account as aforesaid.
4. The customer gives consent to Seven Bank to carry out the following items when the customer applies to open an account via the application screen on our website and when the customer is conducting transactions using Direct Banking Service after opening an account.
  - (1) Seven Bank shall collect information (hereafter referred to as "device information") related to the terminal used by the customer to conduct transactions in order to identify the corresponding terminal unit, including information such as browser name, screen resolution and user setting language.
  - (2) Seven Bank shall use the device information to detect unauthorized transactions and to investigate and review new services that help improve the integrity of transactions carried out on the internet, etc. Seven Bank shall disclose the device information to a third party so that the third party can use the information for said purposes.

#### **Article 5 (Identity Verification upon Account Opening, etc.)**

1. Upon opening an Account for a customer, the Bank shall verify the customer's identity in the manner prescribed by the Bank pursuant to applicable laws and regulations.
2. The process of verifying the customer's identity upon the opening of an Account shall be carried out by either of the following methods, each of which shall conform to the Bank's procedures:
  - (1) the method where, as the condition for receiving the transaction documents (including the cash card; the same shall apply hereinafter) sent to the customer's registered home address by the relevant identity verification service provider at the Bank's request, the customer presents his/her identification documents directly to such service provider; or
  - (2) the method where the customer submits his/her identification documents to the Bank, upon which the Bank sends the transaction documents to the customer's

registered home address.

3. The Bank shall not conduct the opening of an Account if the customer is deemed to be ineligible under Article 1. In addition, the Bank may decide not to conduct the opening of an Account in any of the following cases. The Bank shall not be liable for any damage that may be incurred by the customer as a result of the Bank's not conducting the opening an Account as aforesaid:
  - (1) the transaction documents are sent back to the Bank;
  - (2) the Bank is unable to reach the customer despite its attempts to contact the customer at the registered telephone number, home address, etc. when the Bank deemed it necessary to contact the customer in relation to the process of opening an Account; or
  - (3) the Bank deems that any of the information reported or registered by the customer is questionable.
4. If the Bank deems it necessary when or after an Account is opened, the Bank may request the customer to submit certificates, etc. as additionally designated by the Bank. In the absence of such submissions (including cases where the customer fails to contact the Bank by the deadline specified by the Bank, a written notice sent to the customer's registered address requesting the submission of identification documents is sent back to the Bank or the Bank is unable to reach the customer at the registered telephone number), the Bank may terminate the customer's Account or suspend all or any of the transactions with the customer, in which case the Bank shall not be liable for any damage that may be incurred by the customer as a result of such action taken by the Bank.
5. The customer shall notify the Bank if he/she falls under either of the two conditions defined in the Act for Prevention of Transfer of Criminal Proceeds and other laws (which refers to laws under which the Bank is subject to the obligation to confirm the matters prescribed in such laws when conducting a transaction with a customer) when or after the customer opens an Account:
  - (1) The customer is/was the head of a foreign state or occupies/occupied an important position in the government, the central bank or any other similar entity of a foreign state; or
  - (2) The customer is a family member of a person who falls under (1) above or satisfies any of the other conditions prescribed by the Bank.

#### **Article 6 (Initial Logon and Registration)**

1. In commencing transactions with the Bank, the customer must conduct the initial registration of the matters set forth below in the manner prescribed by the Bank from the "First Time Users Registration" screen for the direct banking service.
  - (1) Logon ID

A logon ID is used to verify the customer's identity upon each logon to the direct banking service. A logon ID should not be identical to the ID used by the customer for

any other service and should not contain the customer's name, birth date, or any other combination of letters/numbers that can be easily guessed by others. The customer will not be able to use any logon ID that is already in use by another person.

(2) Logon password

A logon password is used to verify the customer's identify upon each logon and during the course of any transaction that falls under the types of transactions prescribed by the Bank.

(3) Direct banking transfer limit per day

This limit is used as the upper limit on daily fund transfers executed through direct banking. This upper limit shall be set and registered by each customer on an individual basis within the range prescribed by the Bank.

(4) Email address and other items designated by the Bank

The customer's registered email address is used when the Bank notifies the customer of the transaction results, any information on campaign advertising, or other matters. The customer can register his/her own opt-in and opt-out settings to choose the types of email messages to be received.

2. If the customer has not conducted the initial registration as set out in Paragraph 1 above, the customer will not be able to use the automatic payment service or the direct banking service.

## **Article 7 (Direct Banking Service)**

### **1. Transaction application method**

- (1) To apply for a transaction through direct banking, the customer himself/herself must deliver to the Bank information necessary for the relevant transaction by entering and uploading the details of the transaction on the screen in accordance with the method and operation procedures prescribed by the Bank.
- (2) The customer shall be fully and solely responsible for securing the environment that will enable the normal operation of the terminal devices (such as personal computers, modems, mobile terminals and other devices) to be used by the customer for the relevant transaction, and the Bank does not guarantee that the terminal devices used by the customer for his/her transactions with the Bank will operate normally. The Bank shall not be liable for any damage that may arise from the failure of such terminal device to operate normally.
- (3) The Bank shall not be liable for any damage that may arise from the customer's mistake in making inputs or his/her failure to fully inform the Bank of the required matters in applying for any transaction.

### **2. Confirmation of the details of the transaction**

- (1) Upon receiving an application for a transaction made by the customer through direct banking, the Bank shall contact the customer to confirm the details of the relevant transaction in the manner prescribed by the Bank.

- (2) If the details of the transaction sent by the Bank pursuant to Item (1) are correct, the customer shall send a response to the Bank to indicate the customer's confirmation in the manner prescribed by the Bank and not later than deadline specified by the Bank.
  - (3) The response to the Bank required under Item (2) shall be promptly given. If the Bank does not receive any response by the specified deadline, the application for the transaction shall be deemed to have been cancelled.
3. Finalization of the details of the transaction  
If the customer's response given pursuant to Article 7.2(2) reaches the Bank by the specified deadline and the relevant data is processed by the Bank's computer systems, the customer's application for the transaction shall be deemed to have become finalized upon the completion of the processing.
4. Execution of the transaction
  - (1) After the details of the transaction applied for by the customer become finalized, the Bank shall execute the transaction. The details of the finalized application may be accessed by the customer on the transaction confirmation screen for the direct banking service.
  - (2) If the transaction applied for by the customer cannot be executed (due to insufficient account balance, suspension of payment instructed by the customer, or for any other reason), the application for the transaction shall be deemed to have never existed.
  - (3) There may be cases where the customer's application for a transaction fails to reach the Bank's computer systems due to any failure in telecommunication devices or lines, in which case the relevant transaction may not be executed. Therefore, the customer should, after applying for a transaction, confirm the current status regarding the effective formation of the transaction by accessing the transaction confirmation screen or otherwise.

#### **Article 8 (ATM Transaction)**

The method to be applied for ATM transaction by use of a cash card shall be as set forth in the Cash Card Terms and Conditions.

#### **Article 9 (Identity Verification during Logon)**

1. The customer's identify shall be verified, while interacting with the Bank to use any service involving the customer's Account, generally in accordance with the following provisions.
  - (1) As regards the direct banking service, the Bank shall verify the customer's identity in the manner prescribed by the Bank, by checking whether there is a match between the information that the customer has registered with the Bank and the information that the customer entered into his/her Transaction Terminal in respect of the matters required to be confirmed for the relevant type of transaction, which shall be designated by the Bank and which shall consist of all or any/some of the following types of information: the customer ID, confirmation number, logon ID, logon

password and cash card PIN (hereinafter collectively referred to as “Logon Information”) and any information that the customer has submitted to the Bank, the transaction details, and other information belonging to the customer (hereinafter collectively referred to as “Customer Information”).

(2) As regards ATM transactions, the Bank shall, by its prescribed method, confirm whether the cash card being used by the customer at the relevant ATM is identical to the cash card that the Bank has provided to the customer and whether the cash card PIN that the customer entered into the ATM is identical to the cash card PIN that the customer has registered with the Bank.

(3) In cases other than those set forth in Item (1) or (2), either of the following methods shall be applied, in each case as designated by the Bank:

<1> the method where the Bank confirms, in the manner prescribed by the Bank, whether the customer ID and the cash card PIN that the customer entered into the telephone equipment match those that the customer has registered with the Bank; or

<2> the method where the Bank confirms, in the manner prescribed by the Bank, whether the documents, certificates, or information designated by the Bank that the customer submitted or delivered to the Bank in the manner prescribed by the Bank match those that are registered with or recorded by the Bank.

2. The Bank shall not be liable for any damage that may be incurred by the customer due to any of the events set forth below or for any other reason, even in the case where a person other than the customer uses the service, insofar as the Bank has conducted the identity verification process by a reasonable mechanical method or by exercising reasonable care and has concluded that the relevant user is the customer himself/herself:

(1) any fraudulent use or unauthorized use of any Logon Information, any Customer Information, or any transaction-related information;

(2) any falsification, counterfeiting, fraudulent use, or unauthorized use of any cash card, etc. related documents or identification documents;

(3) any false or incorrect statement or information contained in any Customer Information submitted to or registered with the Bank or any failure to submit or register the Customer Information in a timely manner; or

(4) any wrongful transaction conducted in relation to any Customer Information.

3. Notwithstanding Article 9.2, the Cash Card Terms and Conditions separately established, as well as other relevant methods prescribed by the Bank, shall apply to withdrawals made with a forged or counterfeit cash card, etc. and withdrawals made with a stolen cash card, etc. by an unauthorized person.

4. In the case where a person makes an incorrect entry of any Logon Information beyond the acceptable number of times as designated by the Bank or a person provides the wrong answer in response to any question regarding any Customer Information, the Bank may lock the Account to suspend the relevant transaction(s) in whole or in part. The Bank shall not be liable for any damage arising from such suspension. In such case, the customer shall be required to take the Company-prescribed procedures to remove the lock.
5. If the verification of the customer's identity or any other procedure is required under the applicable laws and regulations, or if the Bank otherwise deems it necessary, the Bank may request the customer submit certificates, etc. as additionally designated by the Bank. In the absence of such submission (including cases where the customer fails to contact the Bank by the deadline specified by the Bank, a written notice sent to the customer's registered address requesting the submission of identification documents is sent back to the Bank or the Bank is unable to reach the customer at the registered telephone number), the Bank may terminate the customer's Account or suspend all or any of the transactions with the customer.

#### **Article 10 (Management of Cash Card, etc. and Logon Information)**

1. Safekeeping of the cash card, etc.

The cash card, etc. must be kept in such a manner so as to ensure that it will not be used by anyone other than the person whose name is printed on the face of the card. If there is any possibility of an unauthorized use of a cash card, etc. due to forgery, theft, loss or otherwise, the customer shall promptly notify the Bank to that effect. Upon receiving such notice, the Bank shall immediately take measures such as suspending withdrawals of deposits by the use of the relevant cash card, etc..
2. Safeguarding of the Logon Information
  - (1) The Logon Information must be strictly protected at the customer's responsibility in such a manner so as to ensure that no third party may gain access to such information. If the customer's Logon Information is likely to have become known to a third party, the customer must promptly take the procedures prescribed by the Bank. The Bank shall not be liable for any damage that arises before the customer completes such procedures.
  - (2) The customer shall avoid using as his/her cash card PIN, logon ID or logon password any date of birth, repeating numbers, telephone numbers, or any other combination of letters or number that can be easily guessed by others. The customer shall also change them from time to time in accordance with the procedures prescribed by the Bank in order to prevent them from becoming known to others. If the Bank deems that a cash card PIN, logon ID or logon password that the customer has registered corresponds to any of the risky combinations designated by the Bank,



the Bank may restrict or suspend the transactions (to be) conducted through the relevant Account. In such cases, the customer must promptly change the cash card PIN, logon ID or logon password, as appropriate, to a new one that is less likely to be guessed by others and take other procedures as prescribed by the Bank. The Bank shall not be liable for any damage arising in relation to this Item (2).

- (3) In the case where a person makes an incorrect entry of any cash card PIN, logon ID, logon password or confirmation number beyond the acceptable number of times as designated by the Bank, the Bank will lock the Account to restrict or suspend the transactions (to be) conducted through the relevant Account. In such case, the customer must take the procedure to remove the lock to reactivate the relevant Account. The Bank shall not be liable for any damage arising from the customer's failure of or delay in taking such reactivation procedure.
- (4) If the customer forgets his/her cash card PIN, logon ID or logon password, the customer must immediately take the procedures prescribed by the Bank. The Bank shall not be liable for any damage that arises before the customer completes such procedures.

#### **Article 11 (Transaction Date)**

If the customer applies for a transaction with the Bank, the Bank shall, unless otherwise instructed by the customer, execute the transaction within the date on which such application is received, except where there is any restriction on banking hours or other circumstance falling under any of the events designated by the Bank; provided, however, that the transaction may be executed on the immediately following business day depending on the time at which the Bank receives the application from the customer.

#### **Article 12 (Service Available Hours)**

The direct banking service and the Bank's ATMs shall be available during the hours prescribed by the Bank. The Alliance Partners' ATMs shall be available during the hours prescribed by the respective Alliance Partner.

In the event of any maintenance or large-scale upgrading of the Bank's information systems, the Bank may choose to suspend or discontinue all or any of its transactions or banking services. In such cases, the Bank shall make a prior announcement regarding such suspension or discontinuation on its website or by any other method prescribed by the Bank. In addition, the Bank may suspend or discontinue any transactions or services due to any failure occurring in respect of telecommunication devices or lines or other information and communication systems.

#### **Article 13 (Fees and Charges)**

The fees and charges for transactions shall be as separately prescribed by the Bank, and shall be paid by the customer from his/her ordinary deposit account. The customer shall not be required to submit any written withdrawal request for that purpose.

## Article 14 (Bank Statement, Transaction Slip, etc.)

1. No passbook or deposit certificate shall be issued for any Account. As a means of certifying the deposits or withdrawals made for an Account (including fund transfers, debiting of fees and charges, and crediting of deposit interest), the Bank shall issue a bank statement to the customer in the manner prescribed by the Bank.
2. As regards the direct banking service, the details of transactions shall be made available for online viewing during the hours prescribed by the Bank. As regards the Internet banking service, the bank statements shall be available for viewing and downloading in PDF files in principle. To view the PDF files, the designated PDF reader must be installed.
3. If the customer wishes to have the bank statements delivered by postal mail, the Bank shall send them to the customer's registered address in the manner prescribed by the Bank.
  - (1) The customer must pay the fee prescribed by the Bank in order to have the bank statements delivered by postal mail. The bank statements shall not be delivered by postal mail if such fees cannot be debited from the customer's account.
  - (2) If the customer receives the bank statements by postal mail, he/she must file them in the special binder to be separately delivered by the Bank.
  - (3) If any of the bank statements that the Bank delivered to the customer by postal mail are sent back to the Bank for any reason, the Bank shall not be responsible for their safekeeping.
4. The customer shall promptly review the contents of any bank statements he/she receives, and if any discrepancy is found therein, the customer shall immediately notify the Bank to that effect in the manner prescribed by the Bank.
5. Inquiries regarding the contents of any bank statements may be made, but only within three months after the date thereof, and the Bank shall not accept any inquiries thereafter as a general rule.
6. If any bank statement is issued at any time other than the time designated by the Bank or reissued at the customer's request, the customer shall pay the fee prescribed by the Bank.
7. The Account information available for online viewing shall be such information as of the clock time indicated on the viewing screen. There may be cases where the Account information being viewed does not reflect the latest transaction information.
8. The Account information that the Bank makes available for online viewing shall not be interpreted as the Bank's certification of the statements regarding balance, incoming/outgoing payments and borrowings/repayments, and the Bank may make changes to, or remove/delete, such information even after they have been made available for online viewing. The Bank shall not be liable for any damage arising from such changes or removal/deletion.

9. The records of the Bank's transactions with the customer shall be maintained by the Bank for a reasonable length of time. If any question arises in relation to the details of any transaction between the Bank and the customer, the Bank's books, slips and records (including electronic records) shall be deemed to be the legitimate documents. Telephonic communications for implementing prescribed procedures shall be kept in sound recordings and maintained by the Bank for a reasonable length of time.

#### **Article 15 (Handling of Personal Information)**

1. The personal information of the customer shall be handled in accordance with the privacy policy posted on the Bank's website.
2. To ensure the proper operation of the Bank's business, the Bank may acquire information regarding the customer's nationality and place of birth at the time the customer applies for the opening of an Account and use such acquired information.

#### **Article 16 (Change of Registered Matters)**

1. If there is any change regarding the name, home address, telephone number, occupation, purpose of transactions, email address, or other information that the customer has registered with the Bank, the customer shall immediately notify the Bank of such change in the manner prescribed by the Bank.
2. The Bank shall not be liable for any damage that arises before the Bank receives the notice set forth in Article 16.1 due to the customer's failure of or delay in giving such notice. Any notice regarding the matters to be registered for the customer shall be received by the Bank in the manner prescribed by the Bank and shall be deemed to have been accepted as of the date on which the Bank completes the acceptance process.

#### **Article 17 (Loss or Reissuance of Cash Cards, etc.)**

1. If a cash card, etc. is forged, stolen or lost; if the customer ID or confirmation number printed on the reverse side of a cash card, etc. is fraudulently acquired by any other person; or in the event of other similar circumstances, the customer shall immediately notify the Bank to that effect in the manner prescribed by the Bank. The Bank shall not be liable for any damage arising from the customer's failure of or delay in giving such notice.
2. If the customer gives the notice set forth in Article 17.1, the Bank shall immediately invalidate the relevant cash card, etc. and suspend the transactions prescribed by the Bank, and the customer must promptly take the procedures for the reissuance of the relevant cash card in the manner prescribed by the Bank. In such cases, the Bank may withhold the process of reissuing a new cash card for a reasonable period of time or ask the customer to appoint a guarantor.
3. If the Bank reissues a cash card, etc., the customer shall pay the reissuance fee prescribed by the Bank.
4. If the customer wishes to use the reissued cash card, etc. for certain services prescribed by the Bank which require any

information related to the cash card, etc. (including, without limitation, the direct banking service), the customer must take the procedures prescribed by the Bank. The customer shall handle the previous cash card, etc. in accordance with the instructions given by the Bank. The Bank shall not be liable for any damage arising from the customer's failure to follow these procedures or instructions.

5. Other matters concerning cash cards shall be governed by the Cash Card Terms and Conditions separate established.

#### **Article 18 (Announcement, Notice, etc.)**

1. Notice to the customer shall be given by posting on the Bank's website, use of the email notice service whereby email messages are sent to the customer's registered email address, online notice available for viewing on the direct banking or ATM banking screens, delivery of written notice to the customer's registered home addresses or telephone communication.
2. If the Bank sends any notice or document addressed to the registered e-mail address, the registered name or the registered home address, such notices or documents shall be deemed to have reached the customer at the time it would have normally reached the customer, even in the case of any delay in or failure of delivery.
3. Certain document(s) prescribed by the Bank shall be regularly delivered by postal mail to the registered addresses of the customer. The customers may not request the Bank to discontinue such delivery.
4. If any notice that the Bank sent to the registered email address, the registered name or the registered home address fails to reach the customer, the Bank may discontinue the delivery of such notices and attachments and limit all or any of the transactions with the customer or terminate the customer's Account.

#### **Article 19 (Non-Assignment)**

1. The customer may not assign, pledge, create any other third-party right on, or allow any third party to use, his/her deposit, his/her contractual status under any deposit agreement, his/her cash card, etc. or any other right that he/she may have in relation to the transactions with the Bank.
2. In the case where the Bank approves the customer's creation of a pledge on any of the items set forth in Article 19.1 in recognition that there are circumstances under which such creation of a pledge would be unavoidable, the Bank shall grant such approval in the form prescribed by the Bank.

#### **Article 20 (Setoff by the Depositor upon Occurrence of Insured Event)**

1. If an "insured event" as defined in the Deposit Insurance Act of Japan occurs in respect of the Bank, the customer shall be entitled to set off any of his/her time deposits (even those which have not matured yet) against the debts or other repayment obligations that he/she owes to the Bank, by deeming that the relevant portion of the time deposit equivalent to the setoff amount has reached maturity. The

foregoing shall also apply to cases where any pledge or other security interest has been created over such time deposits for the purpose of securing the customer's obligations to the Bank or a third party's obligations to the Bank for which the customer serves as the guarantor. The customer may also set off any of his/her ordinary deposits in the same manner.

2. The customer must follow the procedures set forth below in conducting any setoff in respect of his/her time deposits or ordinary deposits.
  - (1) A notice regarding any setoff shall be given in writing, designating the order of appropriation if the customer has multiple borrowings, which shall be immediately submitted to the Bank in the manner prescribed by the Bank; provided that, if there are any outstanding obligations that are secured by the customer's deposit, the setoff shall first be conducted against such obligations, and if such outstanding obligations are owed by a third party to the Bank, the setoff shall first be conducted against the customer's guarantee obligation.
  - (2) In the absence of designation regarding the order of appropriation set forth in Item (1), the appropriation of amounts shall be made in the order designated by the Bank.
  - (3) If the designation by the customer set forth in to Item (1) is likely to be detrimental in terms of preservation of claims, the Bank may, by raising an objection without delay, designate the order of appropriation by taking into consideration the status regarding security and guarantee and other relevant factors.
3. If a setoff is conducted pursuant to Article 20.1, the following provisions shall apply in respect of interest and other matters.
  - (1) With respect to the calculation of interest on the time deposit, the calculation period shall be up to the day immediately preceding the date of the Bank's receipt of the setoff notice, and the agreed interest rate shall apply.
  - (2) With respect to the calculation of the interest, discount, default interest, or other amounts for the loans payable and other obligations, the calculation period shall be up to the date of the Bank's receipt of the setoff notice, and the Bank shall determine the interest rate and other rates to be applied. The penalty and other charges arising from prepayment of loans, etc. shall be treated in accordance with the terms and conditions determined by the Bank.
4. In the case where a setoff is conducted pursuant to Article 20.1, if there are separately-established provisions applicable to the procedure for prepayment of loans, such provisions shall apply; provided, however, that a setoff shall be allowed even where prepayment etc. is subject to the Bank's approval or any other restrictions.

#### **Article 21 (Rejection of Transactions with Antisocial Forces)**

The customer may use an Account so long as the customer does not fall under any one of the following items.

- (1) It is found that the customer has made a false statement

with regard to his/her representations and undertakings at the time of application for the opening of an Account.

- (2) It is found that the customer is a member of an organized crime group; a person who was a member of an organized crime group at any time within the last five years; an associate member of an organized crime group; a member of a firm affiliated with an organized crime group; a corporate extortionist, etc.; a racketeering organization advocating a social campaign; a member of a crime group specialized in intellectual crimes, etc.; or any other person equivalent to any one of the foregoing (hereinafter collectively referred to as “an organized crime group member, etc.”); or it is found that the customer falls under any of the cases listed below.

- <1> The customer has a relationship with an organized crime group member, etc. (including any organization, firm, or group to which the said organized crime group member, etc. belongs in the capacity of a member or associate member; the same shall apply hereafter in Item (2)) in such a manner that the organized crime group member, etc. is recognized as controlling the customer’s management.
- <2> The customer has a relationship with an organized crime group member, etc. in such a manner that the organized crime group member, etc. is recognized as substantially involved in the customer’s management.
- <3> The customer has a relationship with an organized crime group member, etc. in such a manner that the customer is recognized as unjustifiably exploiting the organized crime group member, etc. with the aim of pursuing illicit gains for the customer or a third party or inflicting damage on a third party.
- <4> The customer has a relationship with an organized crime group member, etc. in such a manner that the customer is recognized as providing funds etc. or as extending support to the organized crime group member, etc.
- <5> Any individual substantially involved in the customer’s management has a socially unacceptable relationship with an organized crime group member, etc.

- (3) The customer commits or has a third party commit any conduct listed below.

- <1> Making a violent demand
- <2> Making an unjustifiable demand beyond legal responsibility
- <3> Using intimidation or violence in relation to transactions with the Bank
- <4> Discrediting the Bank by dissemination of rumors, or by use of fraudulent means or undue influence or force, or interfering with the Bank’s business
- <5> Any other conduct equivalent to any of the foregoing

#### **Article 22 (Termination of Account)**

1. If the customer wishes to terminate his/her Account, the

customer shall notify the Bank by its prescribed method.

2. If the customer falls under any one of the cases listed below, the Bank may immediately terminate the customer's Account or restrict all or part of subsequent transactions by the method prescribed by the Bank without prior notice to the customer. In such cases, the customer shall immediately return the cash card, etc. to the Bank as requested by the Bank. In this regard, the Bank shall not be liable for any damage that may be incurred by the customer as a result of the foregoing.
  - (1) The customer fails to pay any fees or charges due and payable under these Terms and Conditions and other Rules.
  - (2) Suspension of payment is declared or a petition for the commencement of bankruptcy (*hasan*) proceedings is filed.
  - (3) There is an attachment, provisional attachment or temporary injunction, etc., on the account.
  - (4) Inheritance is commenced.
  - (5) It is found that the holder of the Account does not exist or that the Account has been opened against the intention of the person named as the holder of the Account.
  - (6) The Account is used or is likely to be used for any act that violates any laws or regulations or goes against public order or morality.
  - (7) The customer falls under any one of the items listed in Article 21.
  - (8) The termination is justified by applicable laws and regulations.
  - (9) The customer breaches these Terms and Conditions and other Rules or there is any other significant event.
  - (10) The customer is using, or is judged by the Bank to be using, the Account for business purposes.
3. If the Account of a customer is terminated, all the services in use by the customer shall also be terminated.
4. If the holder of an Account is to become a non-resident in Japan, he/she shall notify the Bank in advance and take the procedures to terminate the Account.
5. If a balance remains after an Account is terminated, or if the customer requests that the restriction on any transaction be lifted, the customer shall notify the Bank by its prescribed method. In such cases, the Bank may ask the customer to submit necessary documents or appoint a guarantor within a reasonable period of time.
6. If there are any funds to be returned by the Bank to the customer as a result of termination of the customer's Account, the Bank shall transfer such funds to the account that the customer holds with the Bank or any other financial institution designated by the customer, or conduct a similar procedure, by which the Bank shall thereafter be released from any and all responsibilities to the customer.
7. Upon termination of the customer's Account, the customer's cash card, etc. shall be handled in accordance with the

Bank's instructions.

### **Article 23 (Outsourcing of Back-office Operations)**

1. The Bank may outsource back-office operations for the handling of Accounts (including the handling of the information concerning the customer's deposits) to third parties.
2. The Bank and the third parties to whom operations are outsourced by the Bank shall strictly manage the Customer Information in their possession, exercise due care in protecting the privacy of the customer, and never utilize any Customer Information for any purpose other than the intended purpose.

### **Article 24 (Notification of Guardian, etc.)**

1. If assistance, curatorship or guardianship is commenced for the customer, the customer shall immediately submit to the Bank a written notification stating the name of the assistant, curator, or guardian and other requisite matters.
2. If a voluntary guardian is appointed for the customer, the customer shall immediately submit to the Bank a written notification stating the name of the voluntary guardian and other requisite matters.
3. If assistance, curatorship or guardianship has already been commenced, or if a voluntary guardian has already been appointed, a written notification shall be submitted to the Bank in the same manner as specified in Article 24.1 or 24.2.
4. Likewise, if any matter contained in a notification submitted under Article 24.1 to 24.3 is subsequently rescinded or modified, a notification thereof shall be submitted to the Bank in the same manner as specified in the relevant article.
5. The Bank shall not be liable for any damage arising from the customer's failure of or delay in submitting a notification to the Bank as required under Article 24.1 to 24.4 above.

### **Article 25 (Disclaimer)**

1. The Bank shall not be liable for any damage caused by, among others, any failure of or delay in cash depositing, withdrawals, fund transfers, or other transactions due to:
  - (1) Any disaster, civil commotion, or war; statutory restriction; measures taken by relevant authorities, a competent court, or other public agency; or any other unavoidable circumstances;
  - (2) Any failure in ATM, telecommunications lines, computers, etc., or telecommunication messages involving incorrectness, errors, or omissions caused by such failure, regardless of reasonable security measures implemented by the Bank or the operator of the interbank shared system;
  - (3) Any leak of the transaction information, etc. due to wiretapping taking place in telecommunication routes, regardless of reasonable security measures implemented by the Bank or the operator of the interbank shared system;
  - (4) Any event attributable to any financial institution other than the Bank;



- (5) Any event attributable to the customer; or
  - (6) Unavailability of all or part of the direct banking service for users who attempt to access the service from outside Japan based on the relevant country's laws or circumstances or on any other reason.
  - (7) Any suspension of the use of the direct banking service, based on the judgment of the Bank that unauthorized access by a third party is suspected.
  - (8) Any inability to use all or part of the direct banking service through the Internet service provider, IP address, etc. from which the Bank has blocked access, based on its judgment that they are likely to be used for unauthorized access.
2. If the electronic data of the Bank's agreements with the customer serving as the evidence for the conclusion of agreements by electronic means are lost or damaged because of any failure in telecommunication lines, computers, etc., regardless of reasonable security measures implemented by the Bank, the paper-based books, vouchers, and other records maintained by the Bank shall be treated as the formal documents.
  3. In using the direct banking service, the customer shall be deemed to have accepted and agreed to using the direct banking service based on their understanding of the contents of security measures adopted by the Bank to ensure security for the customer as well as the contents of potential risks such as unauthorized use of the Logon Information or other incidents mentioned in these Terms and Conditions and other Rules. The Bank shall not be liable for any damage incurred by a customer due to wiretapping or other unauthorized use, regardless of the foregoing.
  4. If any failure arises in telecommunications lines, computers, etc., regardless of reasonable security measures implemented by the Bank or the operator of the interbank shared system, the Bank may suspend all or part of the transactions and services. The Bank shall not be liable for any damage arising from such suspension.
  5. The Bank shall not be liable for any damage that may be incurred by a customer in connection with the schedule reminder service or email notification service.

#### **Article 26 (Language)**

The services and transactions using an Account (including various notices, inquiries, and other communications, in addition to these Terms and Conditions and other Rules) shall be performed in Japanese in principle. While some of them may be available for viewing in other languages for customer convenience and support, the information provided in non-Japanese languages is limited. If there is any inconsistency in interpretation between the Japanese version and a non-Japanese version, the Japanese version shall prevail.

#### **Article 27 (Mutatis Mutandis Application of Other Provisions)**

Matters not set forth in these Terms and Conditions and other Rules shall be governed by other applicable rules or

regulations of the Bank. Such rules and regulations are posted on the Bank's website or announced by other methods prescribed by the Bank.

#### **Article 28 (Amendment to Terms and Conditions)**

These Terms and Conditions and other Rules may be revised from time to time. The customer will be informed of such revisions by way of posting on the Bank's website or other methods prescribed by the Bank. If the customer's Account is maintained or used by the customer after such revision, the customer shall be deemed to have agreed to the revision and thereafter bound by the revised terms and conditions.

#### **Article 29 (Governing Law and Jurisdiction)**

1. These Terms and Conditions and other Rules shall be governed by the laws of Japan.
2. The Tokyo District Court shall have exclusive jurisdiction over any litigation that arises in relation to these Terms and Conditions and other Rules.

(Revised on October 17, 2016)

#### **Supplementary Provisions**

1. The provisions of Article 7 shall not apply to customers who are not users of the direct banking service.
2. Customers who have an Account opened on or before January 13, 2014 and who are not a user of the direct banking service can take requisite procedures using their registered seal or signature when they wish to start to use any optional service offered by the Bank. Insofar as the Bank exercises reasonable care when comparing the seal impression or signature affixed on a request for cash withdrawal, any written notice, or other document against the registered seal or signature and concludes that there is a match and handles the relevant procedures accordingly, then the Bank shall not be liable for any damage arising from counterfeiting, falsification, or other incident relating to the document as aforesaid. If the registered seal is lost, or if the registered seal or signature (or its font type) is to be changed, or if there is any change in the name, home address, telephone number, occupation, purpose of transactions, email address, or other registered information, the customer shall immediately notify the Bank. The Bank shall not be liable for any damage arising before the Bank's receipt of such notice due to the customer's failure of or delay in giving such notice. A notice regarding the information registered for a customer shall be received by the method prescribed by the Bank and accepted as of the date on which the Bank completes the registration process. If the customer has lost the registered seal, or if the customer forgets the registered signature, or if a customer is unable to put the registered signature under any other circumstances, the customer's Account shall be terminated following the relevant procedure taken as prescribed by the Bank. In such cases, the Bank may ask the customer to appoint a guarantor within a reasonable period of time. If the

customer forgets the registered signature, no inquiries regarding the said signature will be accepted, and the customer shall be required to register a new signature by the method prescribed by the Bank. The Bank shall not be liable for any damage that may be incurred by the customer due to the Bank's rejection of inquiries regarding the customer's registered signature.

(Established on January 14, 2014)

\* The above is an English translation of the Japanese version, and has been prepared merely for the customer's convenience. If there is any inconsistency between the two, the Japanese version shall prevail.