

## Debit Card Service Terms and Conditions

### Chapter 1 General Provisions

#### Article 1 (Scope)

Each use of the debit card service (the “Service”) is governed by these Debit Card Service Terms and Conditions (“Terms and Conditions”), as well as various other terms and conditions that are contained in the Collection of Seven Bank Debit Card Service Terms and Conditions (collectively, “Terms and Conditions, etc.”).

#### Article 2 (Establishment of Agreement)

1. A customer (“you”) of Seven Bank Ltd. (the “Company”) who has opened a Seven Bank account (“Account”) may apply for the Service by the method prescribed by the Company after reading and consenting to the Terms and Conditions, etc. Upon approving such application, the Company will issue a cash card with which the holder can use the Service (“Cash Card with Debit Card Service”) to you. Such application for the Service may also be made at the same time as the opening of the Account.

2. An agreement between you and the Company (“Agreement”) shall be established upon the approval of your application by the Company.

#### Article 3 (Functions, Types, etc. of Cash Card with Debit Card Service)

1. A Cash Card with Debit Card Service will be issued by the Company in alliance with JCB Co., Ltd. (“JCB”). Unless otherwise provided, a Cash Card with Debit Card Service will hereinafter be simply referred to as a “Card” in these Terms and Conditions.

2. The Card serves the function of a cash card for an Account (“Cash Card Function”) and the function of enabling the holder to use the Service (“Debit Function”). The Cash Card Function is subject to the “Cash Card Terms and Conditions”. The Debit Function is subject to these Terms and Conditions.

3. There are two types of Card, namely, a Cash Card with Debit Card Service (incorporating nanaco) and a Cash Card with Debit Card Service (tied with nanaco), and you shall select either type at the time of making the application for the Service.

4. “Cash Card with Debit Card Service (incorporating nanaco)” refers to a Card equipped with the function to use the nanaco e-money service (“nanaco E-money Function”) provided by Seven Card Service Co., Ltd. (“7CE”). By applying for this type of Card, you also apply to 7CE for membership of the nanaco e-money service. In this case, any use of the nanaco E-money Function is governed by the rules and provisions (including special provisions, etc.) set out by

7CE, including the “Terms and Conditions of nanaco Card Membership” (for Affiliate-issued Cards).

5. “Cash Card with Debit Card Service (tied with nanaco)” refers to a Card not equipped with the nanaco E-money Function. If you choose to apply for this type of Card, you shall separately prepare a nanaco card equipped with the nanaco E-money Function, etc.

#### Article 4 (Debit Transaction)

1. “Debit Transaction” refers to a transaction in which a debt is incurred by you for a purchase of a product, right or service at a JCB member store (which refers only to the member stores at which JCB cards can be used, but not J-Debit member stores) or by making a withdrawal of cash in local currency, etc. through a CD or ATM located overseas settled in accordance with these Terms and Conditions by way of withdrawal from the Seven Bank ordinary savings account (“Ordinary Savings Account”) specified by you as the settlement account.

2. When an amount is withdrawn from your Ordinary Savings Account pursuant to the preceding paragraph, such withdrawal shall be made by the Company without any procedure on your part, notwithstanding the “Seven Bank Banking Terms and Conditions” or the “Ordinary Deposit Terms and Conditions”.

#### Article 5 (Management, etc. of Card)

1. The Company shall lend you a Card issued by the Company.

2. Upon receiving your Card, you shall immediately affix your signature to the specified section of the Card.

3. Your Card shall bear your name, the debit number (which is a 16-digit number assigned to such Card), the expiry date for the Card, etc. (collectively, “Card Information”). No one other than the person whose name is shown on the Card may use the Card.

4. The ownership of your Card shall remain with the Company. You shall manage your Card and the Card Information with the care of a good manager. You shall not lend, deposit, assign or pledge your Card to or with any third party, or entrust with or provide for the use of any third party the Card Information.

#### Article 6 (Reissuance of the Card)

1. In the event of any loss, theft, destruction, defacement, etc. of your Card, or in the event of any deletion, unauthorized acquisition, alteration, etc. of the Card Information, the Company will re-issue the Card at your request, only if and when the Company determines such reissuance to be appropriate. In this case, the debit number on the new card shall, in principle, be different.

2. You shall be charged a fee for the reissuance of a Card in an amount prescribed by the Company, which amount shall be separately announced or notified to you.
3. The Company may reissue a Card with a different debit number to you if the Company determines such reissuance to be necessary for operational purposes, such as management, protection, etc. of Card Information by the Company.
4. When your Card is reissued, you shall follow instructions of the Company as to the handling of your previous Card. The Company shall not be liable for any damage, etc. incurred by you due to your failure to follow such instructions from the Company.

#### Article 7 (Expiry Date of the Card)

1. The expiry date of your Card is the last day of the month and year shown on the Card.
2. If the Company approves the continued use of the Service by you, you will be issued a new Card with a renewed expiry date (“Renewal Card”). In this case, you shall follow the instructions of the Company as to the handling of your previous Card. The Company shall not be liable for any damage, etc. incurred by you due to your failure to follow such instructions from the Company.
3. The Company may not issue a Renewal Card to you if it determines that the continued use of the Service by you is not appropriate because, for example, you have not once used the Debit Transaction function during a time period prescribed by the Company. In this case, you shall be unable to use the Debit Function of your Card upon expiry of its effective term, while the Cash Card Function shall still be available to you.
4. Even after the expiry of such effective term, any Debit Transaction made by you during the effective term of your Card shall be subject to these Terms and Conditions.

#### Article 8 (Card Switching)

1. If you have already opened an Account and have a cash card without the Debit Function lent to you, you may switch the cash card to a Cash Card with Debit Card Service by applying for the Service and being approved by the Company.
2. If you have a Cash Card with Debit Card Service lent to you, you may switch the Cash Card with Debit Card Service to a cash card without the Debit Function by applying for the cancellation of the Service.
3. In the case of Paragraph 1 or 2 above, you shall follow the instructions of the Company as to the handling of your previous Card. The Company shall not be liable for any damage, etc. incurred by you due to your failure to follow such instructions from the Company.

#### Article 9 (Ancillary Services)

1. You are entitled to use the services and privileges (“Ancillary Services”) provided by the Company, JCB or the third parties affiliated with the Company or JCB (“Service Providers”) by the methods prescribed by the Company, JCB or Service Providers. The Ancillary Services available to you and their contents shall be notified or announced by the Company in writing or other means.
2. You shall comply with the terms and conditions, etc., if any, regarding the use and other matters concerning the Ancillary Services. You may no longer be entitled to use such Ancillary Services if you violate any of these Terms and Conditions or the terms and conditions, etc. regarding the use and other matters concerning the Ancillary Services, or if the Company, JCB or any of the Service Providers reasonably determines your use of the Service or the Ancillary Services to be inappropriate.
3. The Ancillary Services and their contents are subject to change by the Company, JCB or a Service Provider wherever deemed necessary by the relevant party.

#### Article 10 (Point Service)

1. The Company provides a service pursuant to which the number of points prescribed by the Company is granted to you according to the status of your use of Debit Transactions (“Point Service”). The Point Service is governed by the “Point Service Terms and Conditions.”
2. If your contract is for a Cash Card with Debit Card Service (incorporating nanaco), the nanaco number shown on the back face of the Card shall be automatically registered as the membership number to which points are to be granted. When the nanaco number is changed due to the reissuance of the Card or any other reason, the new nanaco number shall be automatically registered as such.
3. If your contract is for a Cash Card with Debit Card Service (tied with nanaco), you shall follow the method prescribed by the Company to register the nanaco number of the nanaco card, etc. equipped with the nanaco E-money Function, which you will have prepared in advance, as the membership number to which points are to be granted.

#### Article 11 (Personal Identification Number)

1. You shall register with the Company a personal identification number (“PIN”) for your Card, which is required to make a Debit Transaction.
2. When you register or change your PIN, you must avoid choosing a number that can easily be guessed by others such as your birth date, repetitions of one number or your phone number, and manage the PIN with the care of a good manager so as to prevent it from being known to others. The Company shall not be liable for any damage caused due to your use of an easily

guessed PIN. Any usage of your Card by correctly entering the PIN registered for your Card shall be deemed to have been made by you, as the person to whom the Card is lent, and you shall be held liable to pay any amounts incurred by such usage of your Card.

3. You may change your PIN by applying therefor by the method prescribed by the Company. In this case, you will be required to carry out the reissuance procedure to obtain a new Card.

4. If you key the PIN incorrectly more than the number of times prescribed by the Company, you shall be unable to make Debit Transactions as prescribed by the Company. In order to resume usage of your Card, you will be required to apply therefor by the method prescribed by the Company or carry out the reissuance procedure to obtain a new Card.

#### Article 12 (Fees)

1. You shall be charged a fee in an amount prescribed by the Company for reissuance of your Card. You may also be charged fees in amounts prescribed by the Company for the Service or any of the various services provided by the Company in connection with the Service, depending on the contents thereof. These fees shall be paid by withdrawing applicable amounts from your Ordinary Deposit Account.

2. When an amount is withdrawn from your Ordinary Deposit Account pursuant to the preceding paragraph, such withdrawal shall be made by the Company without any procedure on your part, notwithstanding the “Seven Bank Banking Terms and Conditions” or the “Ordinary Deposit Terms and Conditions”.

#### Article 13 (Change of Registered Matters)

1. You shall promptly notify the Company of any change in any of the matters registered by you with the Company, including your name, address, phone number, email address, occupation and place of employment (“Registered Matters”), by the method prescribed by the Company.

2. Even if a change notification as required under the preceding paragraph is not made, if the Company reasonably determines, based on personal or other information about you that the Company acquired legally and properly, that there has been a change in any of the Registered Matters, such Registered Matter may be handled as if a change notification as required under the preceding paragraph thereto has been made by you. You shall raise no objection to such handling by the Company of such Registered Matters. If the Company requests you to acknowledge the occurrence or absence of any change in the Registered Matters, you shall respond to such request.

3. In the event of any delayed or failed arrival of any notice, document, etc. sent by the Company due to your failure to make a notification under Paragraph 1 above, such notice,

document, etc. shall be deemed to have arrived at the time at which such notice, etc. would have otherwise arrived, except when your failure to give notice under Paragraph 1 was caused due to an unavoidable circumstance.

#### Article 14 (Debit Card Statement)

1. You shall confirm your statements for Debit Transactions on the webpage titled MyJCB (“MyJCB”), which shall be made available to you subject to your consent to the “MyJCB User Terms and Conditions (For Seven Bank)”.
2. You agree in advance that the Company does not issue any paper statements for Debit Transactions, whether or not you are able to confirm such statements on MyJCB.
3. If and when you are unable to confirm your statement due to the suspension, etc. of MyJCB pursuant to the “MyJCB User Terms and Conditions (For Seven Bank)”, you may do so by submitting an inquiry to the Company.

#### Article 15 (Email)

The Company shall send an email notification of Debit Transaction conducted by you as prescribed by the Company to the email address registered by you. Any notice sent by the Company via email to the email address registered by you shall be deemed to have been received by you at the time when such notice would have otherwise arrived, even if there was a delay or failure in such transmission.

#### Article 16 (Customer Identification)

Upon receiving your application for the Service, the Company shall conduct such customer identification procedure as required pursuant to laws and regulations by the method prescribed by the Company. If such customer identification procedure cannot be completed within a period prescribed by the Company, the Company may reject your application or restrict or terminate your use of the Service.

#### Article 17 (Elimination of Anti-social Forces)

1. You represent that you are not a member of an organized crime group, a person who was a member of an organized crime group at any time within the past five years, a quasi-member of an organized crime group, an enterprise associated with an organized crime group, a sokaiya (corporate racketeer), etc., a group engaging in criminal activities under the pretext of conducting social campaigns or political activities, etc., a member of a criminal group specialized in certain intellectual crimes, etc., or any other similar anti-social force (“Organized Crime Group Member, etc.”). Furthermore, you represent that you are currently not, and you commit yourself not to becoming in the future, any of the following:

(1) A person who has a relationship with an Organized Crime Group Member, etc. (including any organizations, companies and other groups to which such Organized Crime Group Member, etc. belongs in the capacity of a member or associate member; the same shall apply hereinafter in this paragraph) in such a manner that the Organized Crime Group Member, etc. would be deemed as controlling the management of such person;

(2) A person who has a relationship with an Organized Crime Group Member, etc. in such a way that such Organized Crime Group Member, etc. would be deemed to be substantially involved in the management of such person;

(3) A person who has a relationship with an Organized Crime Group Member, etc. in such a way that such person would be deemed to be wrongfully using the Organized Crime Group Member, etc. for the purpose of obtaining wrongful profit, whether for themselves or a third party, or for the purpose of causing damage to a third party;

(4) A person who has a relationship with an Organized Crime Group Member, etc. in such a manner that such person would be deemed to be providing funds or benefits to such an Organized Crime Group Member, etc.; or

(5) A person whose management member has a socially condemnable relationship with an Organized Crime Group Member, etc.

2. You shall commit yourself not to conduct or cause a third party to conduct any of the following:

(1) The act of making demands by the use of violence;

(2) The act of making unreasonable demands beyond legal responsibility;

(3) The act of using threats or violence in relation to the Agreement;

(4) The act of damaging the Company's credit or obstructing the Company's business by spreading false rumors or using fraudulent means or force; or

(5) Any other acts comparable to those listed in Items (1) to (4) above.

3. In the event of any of the items below, you shall, upon the Company's demand, lose the benefit of the term for all accounts payable incurred by you under the Agreement and be required to repay all such accounts payable immediately in accordance with the provisions set out by the Company:

(1) If you are discovered to have made a false statement in your representations and commitments at the time of application for the Agreement;

(2) If you are discovered to be an Organized Crime Group Member, etc. or to fall under any of the items in Paragraph 1 above; or

(3) If you are discovered to have committed an act that falls under any of the items in the preceding paragraph.

4. You shall not make any claim against the Company in the event of any damage caused to you as a result of the application of any of the provisions in the preceding paragraph. You shall also be held liable for any damage incurred by the Company as a result of the same.

5. In the event of delayed or failed arrival of a claim made by the Company under Paragraph 3 above for any cause attributable to you, such as your failure to notify the change of your address, the benefit of term shall be lost on the day when such claim would have otherwise arrived.

#### Article 18 (Subcontracting)

The Company is entitled to subcontract to JCB and/or any other third party the clerical work and/or other operations that are necessary in the Company's provision of the Service and the Ancillary Services.

Chapter 2 Debit Shopping, Overseas Local Currency Withdrawal Service, Payment Method, etc.

#### Article 19 (Ceilings for Debit Transactions)

1. You may conduct a Debit Transaction to the extent that the Retained Amount (as defined in Article 22, Paragraph 3 below; the same applies hereinafter) for each Debit Transaction does not exceed the lower of the amounts specified in Items (1) and (2) below, and that the total Retained Amounts incurred during a prescribed time period does not exceed either of the amounts specified in Items (3) and (4) below. You agree that a Debit Transaction exceeding the limits specified in each of the following may be effected in some cases such as where a Debit Transaction that falls under either of Article 22, Paragraph 7 or Article 24, Paragraph 3 or a Debit Transaction which would incur an amount equivalent to accounts payable for sales transactions, etc. stated in the information of confirmed sales set out in Article 22, Paragraph 6 exceeding the Retained Amount is included among the relevant Debit Transactions conducted by you:

(1) Deposit balance of your Ordinary Deposit Account;

(2) Ceiling per transaction (which refers to the ceiling prescribed by the Company, or the amount specified by you within the range prescribed by the Company and approved by the Company);



(3) Ceiling per day (which refers to the ceiling prescribed by the Company, or the amount specified by you within the range prescribed by the Company and approved by the Company);  
or

(4) Ceiling per month (which refers to the ceiling prescribed by the Company, or the amount specified by you within the range prescribed by the Company and approved by the Company);

2. “Day” as used in Item (3) above refers to a 24-hour period beginning at 12:00 a.m., while “month” as used in Item (4) above refers to a one-month period from the 16th of a month until the 15th of the following month, both of which shall be based on Japan Standard Time.

#### Article 20 (Use of Debit Shopping)

1. You are entitled to purchase a product or right or to receive the provision of a service, etc. (“Use of Debit Shopping”) by presenting your Card to a member store at which JCB cards can be used (“Member Store”) and by either affixing a signature that is identical to the signature on your Card on a prescribed sales slip, keying the PIN into the terminal installed at such Member Store or conducting both the affixing of a signature and the keying of the PIN, as instructed by the Member Store subject to the satisfaction of the requirements of Article 22, Paragraph 1. Use of Debit Shopping may also be possible by conducting a procedure otherwise prescribed, as an alternative to affixing a signature or keying the PIN on the terminal installed at the Member Store. At certain Member Stores designated by the Company or JCB, the Use of Debit Shopping may be either unavailable or subject to certain restrictions.

2. In non-face-to-face transactions such as mail order or payments made through automatic fare adjustment machines, etc. and other types of transactions that have been specifically approved by the Company or JCB, you may omit the presentation of your Card and the affixing of your signature on a sales slip, etc. by submitting the Card Information online or other similar means.

3. In transactions at an overseas hotel, rental car company or any other Member Store that has been specifically approved by the Company or JCB, subject to a prior agreement between you and the relevant Member Store, you may present your Card, affix your signature on a sales slip, etc. with respect to only a part of the card charge for such Use of Debit Shopping and omit these acts with respect to the remaining balance (including card charges for such Use of Debit Shopping that turns out to have been made after affixing your signature, etc.).

4. For telecommunication and other ongoing services approved by the Company or JCB, you may receive the provision of such services continuously by way of registering the Card Information with the relevant Member Store in advance (this type of Member Store is

hereinafter referred to as “Registration Type Member Store”). If there are any changes in the Card Information registered with the Registration Type Member Store, or if the Service has been canceled or otherwise terminated, you shall be responsible to give notice thereof to the Registration Type Member Store. You acknowledge in advance that the Company or JCB may, on your behalf, notify the Registration Type Member Store of the facts of such change, termination, etc. Even after such notification of change, termination, etc., you shall continue to be responsible for such payment to the Registration Type Member Store the card charges for your Use of Debit Shopping pursuant to Article 28, Paragraphs 1 and 3.

5. Upon your Use of Debit Shopping, the relevant Member Store shall obtain the approval of the Company with respect to such Use of Debit Shopping by way of inquiring with the Company through JCB; provided, however, that this may not apply depending on the amount of the card charge, the type of the product/right purchased or the type of the service procured.

6. When a Card (including Card Information; the same applies hereinafter in this paragraph) is presented or notified to a Member Store with respect to a Use of Debit Shopping, the Company may in order to prevent the misuse of your Card by a third party:

(1) in advance or later, confirm with you directly via phone or other means or indirectly through the Member Store that such Use of Debit Shopping was indeed made by you;

(2) when requested by the Member Store, cross-check the information submitted by you to the Member Store against the information submitted by you to the Company including your name, address, phone number, debit number, and inform the Member Store of whether or not the information matches;

(3) suspend or reject the use of your Card without prior notice to you in the event that the Company suspects misuse of your Card by a third party; or

(4) restrict the use of your Card for a certain period of time without prior notice to you in the event that, in connection with a Use of Debit Shopping, you fail to correctly key the number printed on the signature section on the back face of your Card for a certain number of consecutive times.

7. The Company may reject your Use of Debit Shopping if your accounts payable to the Company set out in Article 24 were not paid on the date designated by the Company, if the payment of all or part of the amounts otherwise owed by you to the Company has been delayed, or if the Company determines that your Use of Debit Shopping is not appropriate on the grounds of your credit status, etc.

8. You may not use your Card to purchase a product/right or receive the provision of a service for the sole purpose of obtaining cash (“Conversion into Cash”). While there are methods available for Conversion into Cash including below, no Use of Debit Shopping shall be authorized as long as its sole purpose is to obtain cash regardless of the method employed therefor:

(1) By paying with the Card an amount beyond what is reasonable as a consideration for a product/right purchased or a service provided, and receiving delivery of cash or its equivalent from a Member Store or any other third party; or

(2) By purchasing a product/right, etc. at a Member Store, paying the consideration therefor with the Card, and onerously assigning such product/right to the Member Store or any other third party.

9. When you use your Card for certain purposes such as purchasing certain products including precious metals, cash vouchers (including, but not limited to, gift cards and coupon tickets) and personal computers or recharging electronic money, your Use of Debit Shopping may be restricted even though the amount of such payment is below the ceiling prescribed in Article 19.

10. Use of Debit Shopping shall be unavailable on the days or during the time periods to be separately announced by the Company or JCB. Such days or time periods to be separately announced by the Company or JCB shall be based on Japan Standard Time.

Article 21 (Consent to Assignment of Accounts Receivable and Consignment of Advance Payment)

1. In the case where an agreement between any of JCB or JCB’s partner or affiliated company and a Member Store is one for assignment of accounts receivable, you consent to the following in advance with no objection with regard to accounts receivable for charges for your Use of Debit Shopping. An assignment of any account receivable may be made via a third party preapproved by JCB:

(1) The account receivable is assigned by the Member Store to JCB, to whom an advance payment for such amount is to be made by the Company; and

(2) The account receivable is assigned by the Member Store to a partner or affiliated company of JCB, to whom an advance payment for such amount is to be made by JCB, to whom an advance payment for such amount is to be made in turn by the Company.

2. In the case where an agreement between any of JCB or JCB’s partner or affiliated company and a Member Store is one for advance payment, you consent to the following in advance with

no objection with regard to accounts receivable for charges for your Use of Debit Shopping. An advance payment to the Member Store may be made via a third party preapproved by JCB:

(1) An account receivable is paid in advance to the Member Store by JCB, to whom an advance payment for such amount is to be made by the Company; and

(2) An account receivable is paid in advance to the Member Store by a partner or affiliated company of JCB, to whom an advance payment for such amount is to be made by JCB, to whom an advance payment for such amount is to be made in turn by the Company.

3. You shall pay the charge for any Use of Debit Shopping to the Company pursuant to Article 22 or Article 24 hereof, whether or not any such assignment of accounts receivable or advance payment as set forth in Paragraph 1 or 2 above has been made by and between each of the Company, JCB, JCB's partner or affiliated company and the relevant Member Store.

4. The ownership of a product purchased at a Member Store through your Use of Debit Shopping shall be transferred in between, and retained by, each of the Company, JCB, JCB's partner or affiliated company, as well as the Member Store, as relevant in the course of the assignment or the advance payment of such accounts receivable as described in Paragraph 1 or 2 above by and between each of such parties, until the Company withdraws all of the amount equivalent to accounts payable for sales transactions, etc. from your Ordinary Deposit Account.

Article 22 (Method of Settlement of Debit Transactions)

1. When you purchase a product/right or a service from a Member Store by presenting your Card or submitting your Card Information to such Member Store or otherwise in accordance with the provisions of Article 20, Paragraphs 1 through 3, a Debit Transaction for such purchase shall take effect, subject to the conditions precedent that the Member Store sends such information as your Card Information and the amount charged for such Debit Transaction to the Company online or via any other method prescribed by the Company, and that a text message indicating the approval of such transaction is displayed on the terminal or computer connecting the Company and such Member Store or the approval of the transaction is notified by any other method prescribed by the Company.

2. When you intend to make a Debit Transaction to pay fees for telecommunication or any other ongoing services that are incurred regularly by way of registering your Card Information with the relevant Registration Type Member Store pursuant to Article 20, Paragraph 4, a Debit Transaction for such payment shall take effect, subject to the conditions precedent that, every time your billing amount is fixed, the Registration Type Member Store sends such information as your Card Information and the amount charged for the Debit Transaction to the Company

online or via any other method prescribed by the Company, and either that a text message indicating the approval of such transaction is displayed on the terminal or computer connecting the Company and the Member Store or that the information of confirmed sales associated with such Debit Transaction arrives at the Company. In this case, you agree in advance that the retention procedure prescribed in the following paragraph may take place prior to the due date for your account payable to the Registration Type Member Store as set forth in the agreement with you and the Registration Type Member Store.

3. Upon the closing of a Debit Transaction under the provision of either Paragraph 1 or 2 above, you are deemed to have instructed the Company to withdraw the amount equivalent to accounts payable for sales transactions, etc. from your deposit and consigned to the Company the payment of the amount equivalent to accounts payable therefor from your deposit. The Company shall then withdraw, without delay, the due amount from your Ordinary Deposit Account, in accordance with the information concerning the use of the Debit Transaction sent from the Member Store to the Company (“Card Use Information”) (Such procedure is hereinafter referred to as the “Retention Procedure,” and an amount withdrawn for the Retention Procedure as the “Retained Amount.”).

4. With regard to the Retention Procedure, the Company shall make withdrawal in connection thereto without any procedure on your part, notwithstanding the “Seven Bank Banking Terms and Conditions” or the “Ordinary Deposit Terms and Conditions”.

5. If the receipt by the Company of the Card Use Information was delayed due to communication errors, etc., the Company shall take the Retention Procedure for such Card Use Information after receiving same.

6. If the Company receives the information of confirmed sales associated with a Debit Transaction from a Member Store following the completion of a Retention Procedure, the Company shall use the Retained Amount to make an advance payment of the amount equivalent to accounts payable for sales transactions, etc. stated in such information of confirmed sales by either of the methods prescribed in Article 21, Paragraph 1 or 2. If the amount equivalent to accounts payable for sales transactions, etc. based on such received information of confirmed sales is less than the Retained Amount, an amount equivalent to the difference will be returned to your Ordinary Deposit Account. The amount of accounts payable for sales transactions, etc. based on such received information of confirmed sales exceeding the Retained Amount shall be processed in accordance with Article 24, Paragraph 1.

7. If the Company only receives information of confirmed sales but no Card Use Information due to communication errors or otherwise, the Company shall withdraw the amount equivalent to accounts payable for sales transactions, etc. stated in such information of confirmed sales from your Ordinary Deposit Account after the arrival thereof, and then make an advance payment for such amount by either of the methods prescribed in Article 21, Paragraph 1 or 2. The amount of accounts payable for sales transactions, etc. based on such information of confirmed sales exceeding the balance of your Ordinary Deposit Account shall be processed in accordance with Article 24, Paragraph 2.

8. If you cancel a Debit Transaction by returning a product or cancelling a service, etc. after the completion of a Retention Procedure, the Company shall return the relevant Retained Amount to your Ordinary Deposit Account on a later date through the prescribed procedure if, and only if, the relevant Member Store processes such cancelling of the Debit Transaction through the method prescribed by the Company.

9. During a period following the completion of the Retention Procedure until the Company makes an advance payment by either of the methods prescribed in Article 21, Paragraph 1 or 2, the Company may, upon your request or at its discretion, return the Retained Amount to your Ordinary Deposit Account provided that the Company determines it particularly necessary.

10. If, following the completion of a Retention Procedure, the relevant information of confirmed sales fails to arrive from the Member Store, the Company shall return the Retained Amount to your Ordinary Deposit Account upon the elapse of a certain period; provided, however, that Paragraph 7 shall apply if the information of confirmed sales arrives from the Member Store thereafter.

11. No interest shall be accrued and paid by the Company to any amount to be returned to your Ordinary Deposit Account pursuant to this provision.

#### Article 23 (Settlement Rate for Overseas Card Charges, etc.)

1. An account payable incurred in a foreign currency by you for a use of your Card, etc. outside Japan (“Overseas”) shall be charged to you by the Company in the amount converted into yen based on the conversion rate and conversion method prescribed by the Company as of the date on which an affiliated company of JCB pays such amount under Article 21 to the relevant Member Store in accordance with the information of confirmed sales (which is, in principle, different from the date on which you use your Card).

2. The Company shall first conduct a Retention Procedure based on an amount obtained by converting the applicable card charge amount by using the conversion rate and conversion

method prescribed by the Company as of the date on which the relevant Card Use Information arrives at the Company, and then upon the arrival of the information of confirmed sales, the Company shall perform the process set forth in Article 22, Paragraph 6 for the amount equivalent to accounts payable for sales transactions, etc. resulting from the conversion to Japanese yen in accordance with the preceding paragraph.

3. In the event that the Company returns an amount to you in connection with your usage of the Card at a Member Store Overseas because, for example, the agreement between you and the Member Store was cancelled after such payment as provided in Article 21 was made by an affiliated company of JCB to such Member Store, such refund will be made to you in Japanese yen in an amount obtained by converting same based on the conversion rate and conversion method prescribed by the Company as of the date on which such affiliated company of JCB takes action to cancel such procedure as provided in Article 21 with regard to the Member Store (which is, in principle, different from the date on which you conduct a procedure for such cancellation, etc. with the Member Store).

4. In the event that you have used the VAT Refund System Overseas and the Company refunds an amount related thereto, the amount of such refund shall be an amount in Japanese yen obtained by converting same based on the conversion rate and conversion method prescribed by the Company as of the date on which the relevant affiliated company of JCB performs the procedure for such refund with the relevant duty-free company offering the VAT Refund System (which is, in principle, different from the date on which you used the VAT Refund System or your Card). Even when you select yen currency for card charges for your Use of Debit Shopping under Paragraph 6, the amount to be refunded by the Company to you shall be an amount in Japanese yen obtained by converting the amount of refund in the foreign currency under this paragraph and the next. Therefore, the conversion rate applied by the Member Store when it presents the card charge for the Use of Debit Shopping to you shall not be applied.

5. The conversion rate referred to in Paragraphs 1 through 4 shall be, in principle, a rate obtained by adding the rate designated by the Company (to be separately announced by the Company) to the standard rate designated by JCB's designated financial institution, etc. (to be separately announced by JCB). When you use your Card at any of certain airlines and other Member Stores, the card charge amount may be converted by the Member Store into a currency other than yen for the convenience of such Member Store and then be converted back into yen currency based on the conversion rate and the conversion method prescribed by the Company.

6. Even when you use your Card Overseas, you may be presented by the Member Store a card charge amount in yen currency for your Use of Debit Shopping, in addition to or in place of a card charge amount in a foreign currency. If, in such a case, you select the card charge amount in yen currency for your Use of Debit Shopping, the amount in yen currency presented by the Member Store shall be the card charge amount for your Use of Debit Shopping. It should be noted that the conversion rate from the foreign currency to yen currency used to calculate such card charge amount for your Use of Debit Shopping by the Member Store is the rate independently determined by such Member Store, which is different from the conversion rate determined by the Company.

Article 24 (Settlement Failure of Debit Transaction, etc. Due to Insufficient Balance in Ordinary Deposit Account, etc.)

1. In the event that, due to the sales processing procedure by the relevant Member Store or otherwise, the amount equivalent to accounts payable for sales transactions, etc. based on certain information of confirmed sales that arrived at the Company exceeds the Retained Amount based on the relevant Card Use Information, the Company shall withdraw the difference between the amount equivalent to accounts payable for sales transactions, etc. and the Retained Amount (“Additional Withdrawal Amount”) from your Ordinary Deposit Account, in addition to and separately from the Retained Amount, and shall pay in advance the full amount equivalent to accounts payable for sales transactions, etc. based on the information of confirmed sales (i.e., a sum of the Retained Amount and the Additional Withdrawal Amount) by either of the methods prescribed in Article 21, Paragraph 1 or 2. At this time, if the balance in your Ordinary Deposit Account is less than the Additional Withdrawal Amount, the Company shall claim by the method prescribed by the Company your repayment of the Additional Withdrawal Amount in full, which you shall repay promptly.
2. In the case of Article 22, Paragraph 7, if the balance on your Ordinary Deposit Account is less than the amount equivalent to accounts payable for sales transactions, etc. based on the information of confirmed sales, the Company shall claim by the method prescribed by the Company your repayment of the amount equivalent to accounts payable for sales transactions, etc. in full, which you shall repay promptly.
3. If an amount equivalent to accounts payable for sales transactions, etc. stated in certain Card Use Information that arrives at the Company during a period of system downtime exceeds the balance in your Ordinary Deposit Account at the time when the Retention Procedure is performed therefor after the system resumes operation, the Company shall not perform a



Retention Procedure based on such Card Use Information, but instead shall make advance payment by either of the methods prescribed in Article 21, Paragraph 1 or 2, and claim by the method prescribed by the Company your repayment of the amount equivalent to accounts payable for sales transactions, etc. in full, which you shall repay promptly.

4. If any accounts payable are incurred by you to the Company pursuant to Paragraphs 1 through 3, and if any accounts payable are incurred by you to the Company for other Debit Transactions at the same time, the Company shall be entitled to determine at its own discretion the order in which the amount to be repaid by you will be appropriated. If, in addition to any accounts payable by you to the Company under these Terms and Conditions, there are any accounts payable by you to the Company or any demands for payment, etc. from other companies, the Company shall be entitled to determine at its own discretion the order in which the amount to be repaid by you will be appropriated in paying off such accounts payable to the Company and demands for payment, etc. from other companies.

5. In the event of your failure to repay within the number of days prescribed by the Company any account payable by you to the Company incurred under any of Paragraphs 1 through 3, such account payable shall be repaid in full by way of withdrawal from your Ordinary Deposit Account on the date designated by the Company. If the applicable amount from your Ordinary Deposit Account cannot be withdrawn due to insufficient balance or otherwise and as a result you fail to repay the account payable in full, JCB shall fulfill the guaranteed obligation under the Consignment Terms and Conditions for Debit Card Service Guarantee.

#### Article 25 (Dispute with Member Store, etc.)

1. You shall resolve any dispute arising in connection with any product/right purchased or any service provided directly with the relevant Member Store.

2. If, in an investigation required in connection with a dispute between you and a Member Store, the Company requests that you cooperate in such investigation by submitting documents, answering questions in a fact-finding interview, etc., you shall provide any such cooperation to the Company.

#### Article 26 (Use of Overseas Local Currency Withdrawal Service)

1. You may withdraw cash in local currency through the CDs and ATMs of the overseas financial institutions, etc. affiliated with JCB, for which you shall be charged a fee as prescribed by the Company. Certain transactions may not be available depending on the model of the CD/ATM, the area of installation or the particular store at which the CD/ATM is

installed, etc., and during certain time periods depending on the opening hours, system maintenance schedules, etc. of the stores at which the CD/ATMs are installed.

2. In the case of the preceding paragraph, the Company shall withdraw from your Ordinary Deposit Account the amount equivalent to the amount withdrawn by you through a CD/ATM in local currency converted into yen currency plus the fee for the withdrawal. The provisions of Article 23 shall be applied mutatis mutandis to such withdrawal.

3. The Overseas Local Currency Withdrawal Service shall not be available on the days or during the time periods to be separately announced by the Company or JCB. The days or the time periods to be separately announced by the Company or JCB shall be based on Japan Standard Time.

#### Article 27 (Assignment of Accounts Receivable)

The Company may assign accounts receivable from you arising from Debit Transactions to a third party provided that such assignment is deemed necessary by the Company.

#### Article 28 (Termination, etc.)

1. You may apply for the termination of the Service by the method prescribed by the Company. You shall remain liable for the obligations to the Company arising under these Terms and Conditions even after applying for the termination.

2. If you fail to accept or receive a Card issued and sent by the Company within a reasonable period of time, the Company may treat such Card on the assumption that you have applied for the termination thereof.

3. The Company may terminate the Service by the method prescribed by the Company without prior notice if you fall under any one of the categories described in the items below; provided, however, that you shall remain responsible under these Terms and Conditions to pay all accounts payable by you to the Company after the termination of the Service, and to pay for any use of your Card following the termination of the Service:

- (1) When you have made a false statement in the application for the Service;
- (2) When you fail to repay the accounts payable by you to the Company, including the obligations set forth in Article 24;
- (3) When JCB reasonably determines that there have been material changes in your credit status after the fulfillment by JCB of the guaranteed obligation, or JCB terminates its guarantee;
- (4) When you materially violate any of the Terms and Conditions;
- (5) When the Company determines that your use of the Service is not appropriate;

(6) When your Card expires without the Company issuing a Renewal Card;

(7) When you fall under any of the categories described in the items of Article 17, Paragraph 3;

or

(8) When the inheritance commences with regard to you.

4. If you fall under any of the categories described in the preceding paragraph and have deposits and/or other claims against the Company, the Company is entitled to set off such claims at any time against the accounts payable by you to the Company arising from these Terms and Conditions, regardless of the expiry dates for such claims.

5. If you fall under any of the categories described in Paragraph 3 above, the Company may, through JCB, notify Member Stores of the invalidity of your Card.

6. If you fall under any of the categories described in Paragraph 3 above and the Company requests you to return your Card by the method prescribed by the Company, you shall immediately return your Card.

7. Even if you do not fall under any of the categories described in Paragraph 3 above, if you are or are likely to be in violation of any of these Terms and Conditions or if the Company determines that your use of the Services is not appropriate based on your usage thereof, your credit status, etc., either of the Company or JCB may suspend or restrict your use of the Service without prior notice.

#### Article 29 (Assignment of Responsibility at the Time of Loss, Theft, etc. of Card)

1. If your Card is used by a third party as a result of the loss or theft thereof or otherwise, you shall be held responsible for the payment of any charges for such usage of the Card.

2. Notwithstanding Paragraph 1 above, if you promptly notify the fact of such loss or theft to the Company as well as to the local police station and submit a report of the loss or theft by the method prescribed by the Company, the Company shall release you from paying any accounts payable incurred within sixty (60) days prior to the date of such report up the amount prescribed by the Company, except where:

(1) you are in violation of Article 5;

(2) your Card was used by any person related to you, including a member of your family or household;

(3) such loss or theft was caused due to your or your statutory agent's intentional wrongdoing, gross negligence or legal violation;

(4) the content of such report submitted to the Company was false;

- (5) you fail to submit a report of loss or theft of your Card or any other document prescribed by the Company, or you refuse to cooperate with the Company, etc. in the investigation of damage;
- (6) the PIN registered by you was keyed correctly when your Card was used (except where you committed no intentional wrongdoing or negligence in the safekeeping of such PIN);
- (7) the loss or theft occurred during a period of significant disturbance of social order, such as war or earthquake; or
- (8) the loss or theft occurred in a situation in violation of these Terms and Conditions.

3. You shall not be responsible for the payment of any charges for a counterfeit card (which refers to a card or any other thing similar to but not the Card issued by the Company and lent to you).

4. Notwithstanding the preceding paragraph, you shall be held responsible for the payment of any charges for a counterfeit card if the creation or use thereof is attributable to your intentional wrongdoing or negligence.

5. You shall provide such cooperation as requested by the Company in its investigation required for a use or a possible use of your Card or the Card Information by a third party as a result of loss, theft, counterfeit or alteration of your Card or otherwise by submitting documents, answering questions in a fact-finding interview, etc.

#### Article 30 (Disclaimer)

1. In the event of any erroneous or double withdrawal from your Ordinary Deposit Account or any other similar event for reasons attributable to the Company, the only remedy required by the Company shall be to return the amount having been erroneously or doubly withdrawn to your Ordinary Deposit Account and the Company shall not be obligated to compensate you for any damages that may have been caused as a result thereof.

2. In addition to the preceding paragraph, even where the Company is liable for the damage incurred by you in connection with the provision of the Service under these Terms and Conditions, the Company's liability shall be limited to the extent of ordinary damages that may be expected to arise from ordinary situations, and the Company shall have no liability for lost profits, extended damages, incidental damages, special damages, etc., nor shall it have any liability for any damages arising under special circumstances, including ordinary and special damages.

#### Article 31 (Application of Various Laws, etc.)

When you use your Card Overseas, you may be required to submit a permit, certificate or other document or to consent to the restriction on or suspension of the use of your Card in compliance with the Foreign Exchange and Foreign Trade Act and any other applicable laws, etc.

Article 32 (Mutatis Mutandis Application of Provisions)

Any matters not stipulated in the Terms and Conditions, etc. shall be governed by other provisions, rules, etc. of the Company.

Article 33 (Modification of Terms and Conditions)

The provisions of the Terms and Conditions, etc. are subject to change. Any such change shall be notified to you by way of posting the information on its website or other method prescribed by the Company. If you do not terminate the Service or use the Service following the change, you shall be deemed to have consented to such change, and the Terms and Conditions, etc. after such change shall be applied to your use of the Service.

Article 34 (Governing Law and Agreed Jurisdiction)

1. The Terms and Conditions, etc. shall be governed by the laws of Japan.
2. The parties hereto submit to the exclusive jurisdiction of the Tokyo District Court of Japan with regard to any lawsuit arising from or in connection with the Terms and Conditions, etc.  
(Established on October 17, 2016)

\* 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.