# Terms and Conditions of International Money Transfer Transactions by Raku-Raku Members

When using the Service shown in Article 2 provided by SBI Remit Co., Ltd. (hereinafter referred to as the "Company"), transactions shall be made based on consent to the Terms and Conditions of International Money Transfer Transactions by Raku-Raku Members (including attachments; hereinafter referred to as the "Terms and Conditions"), and when the deposit procedure under Article 6 is carried out, the customer is deemed to consent to the Terms and Conditions. Further, the "Deposit Card Terms of Use" stipulated elsewhere under Attachment 1 shall also apply to the handling of deposit cards, etc. loaned to customers by the Company form the time the card is delivered.

# Chapter 1 (General Provisions)

### Article 1 (Purpose)

The purpose of the Terms and Conditions is to stipulate the rights and obligations occurring between the Company and parties who wish to use the International Money Transfer Service and International Money Transfer Receipt Service for Raku-Raku Members (collectively meaning the services defined in the following article and hereinafter referred to as the "Services") offered by the Company, and to stipulate the terms of use concerning the Services.

### Article 2 (The Services)

The Services provided by the Company refer to the two following services.

#### (1) International Money Transfer Service

These are services enabling a money transfer from the customer to be received by the recipient of a money transfer (hereinafter referred to as "money transfer recipient") registered in advance using the method stipulated by the Company at one of the Company's partner stores or agencies based upon a money transfer request from the customer.

The customer may make an international money transfer by using the Service.

- (a) International money transfers using a Postal Savings transfer card specified by the Company (hereinafter referred to as "Postal Savings transfer card")
- (b) International money transfers using a deposit card specified by the Company (hereinafter referred to as "deposit card")
- (c) International money transfers using a cash card that can be used with J-Debit (hereinafter referred to as "debit card") in combination with a Postal Savings transfer card specified by the Company (hereinafter referred to as "Postal Savings transfer card")
- (d) International money transfers using deposits financial institutions prescribed by the

# Company

# (2) International Money Transfer Receipt Service

This refers to a service enabling a money transfer to be received by the customer at one of the Company's partner stores or agents based upon a receipt request from the customer.

### Article 3 (Use of the Services)

- 1. When using the Services, the customer shall carry out membership registration in advance in accordance with the provisions of the following article and Article 5 to become a Raku-Raku member of the Company (defined in Paragraph 3 of the following article).
- 2. The customer may use the Services on days and during hours separately specified by the Company in accordance with the Terms and Conditions.
- Notwithstanding the provisions of the preceding paragraph, the Company may stop, suspend or halt the provision of part or all of the Services for system maintenance required for the provision of the Services.
- 4. When temporarily stopping the Services, the Company shall provide notice on the Company's website and mobile site. However, if urgent measures are deemed to be necessary by the Company due to a system failure, etc. the Company may stop, suspend or halt part or all of the Services.

# Article 4 (Provisional Members and Registered Members)

- 1. The customer shall apply for provisional registration as a Raku-Raku member to become a provisional member using the procedures prescribed by the Company including notification of information on the customer as prescribed by the Company and including the customer's name and address (hereinafter referred to as "member information").
- 2. The Company shall, accept the application specified in the preceding paragraph, conduct registration screening, and if provisional registration is approved, confirm the identity of the person using one of the methods below in accordance with the Act on Prevention of Transfer of Criminal Proceeds (Act No. 22 of 2007; including subsequent revisions), and send the prescribed documents (may include the Postal Savings transfer card or deposit card specified in Article 2; hereinafter referred to as "transaction documents") to the customer.
  - (1) Method in which the identification documents prescribed by the Company are submitted and transaction documents are sent to the address provided using a method prescribed by the Company.
  - (2) Personal identification delivery service in which the transaction documents sent to the address provided by the customer are received when the identification documents prescribed by the Company are shown to the person handling the delivery.
  - In addition to the methods above, the Company may contact the customer using the telephone number, etc. provided if deemed to be necessary.

- 3. A customer who receives the transaction documents using the method in the preceding paragraph becomes a provisional member. In order to use the Services after becoming a provisional member, it is necessary to consent to the Terms and Conditions and to perform final registration pursuant to the provision of the following article to become a registered member. The Company collectively refers to registered members and provisional members as Raku-Raku members, and simply members in the Terms and Conditions.
- 4. If the transaction documents stipulated in Paragraph 2 of this Article are not delivered and are returned to the Company, or if it is not possible to reach the customer despite attempts to contact the customer being made by the Company using the method stated in Paragraph 2 of this Article, the company shall not perform provisional registration of the customer. Provisional registration may not be carried out in cases where the Company deems that there are any doubts concerning the information provided by the customer. The Company shall not be held in any way liable for damages occurring to the customer due to provisional registration not being carried out.

# Article 5 (Registration Procedure)

- 1. To become a registered member, a provisional member shall confirm that the content of the member information submitted to the Company during provisional registration procedures is true, consent to the Terms and Conditions, and deposit funds into the Reserve Account specified in Paragraph 1 of the following article. A customer who is a provisional member performs procedures making a deposit into the Reserve Account shall be deemed to have consented to the Terms and Conditions.
- 2. A customer who is a provisional member shall become a registered member when the provisional member's deposit of funds into the Reserve Account is completed.
- 3. If an error in the member information submitted to the company during provisional registration procedures is discovered when a provisional member performs the registration procedures stipulated in Paragraph 1 of this Article, or a change has been made to the information in the period between provisional registration procedures and registration procedures, the provisional member shall promptly notify the Company using a method prescribed by the Company.

# Article 6 (Money Transfer Reserve Account)

- 1. The Company shall assign, to each money transfer recipient registered in advance by the customer, an account (hereinafter referred to as "Reserve Account") for using the service that is used as the account for reserves for transferring funds (hereinafter referred to as "money transfer reserve").
- 2. Deposits into the Reserve Account by the customer may only be made using a Postal Savings transfer card or deposit card provided on loan by the Company, deposits by combined use of debit card and deposit card, or by any other means of depositing funds by bank transfer by the customer. Deposits to the Reserve Account must be made in Japanese yen, and the customer shall be

- responsible for checking that deposits of the money transfer reserve into the Reserve Account are complete.
- 3. If the customer wishes to make deposits by means of the Postal Savings transfer card or deposit card in the preceding paragraph (including deposits by combined use of debit card and deposit card), the Company shall lend a Postal Savings transfer card or deposit card to the customer. The "Deposit Card Terms of Use" stipulated elsewhere under Attachment 1 shall also apply in this case.
- 4. The customer shall be deemed to fully understand and agree that the deposits into the Reserve Account made by the customer in accordance with this Article are only deposits accepted as a money transfer reserve and differ in nature from the acceptance of deposits, savings and installment savings, etc. (meaning the Installment Savings, etc. prescribed in Article 2, Paragraph 4 of the Banking Act (Act No. 59 of 1981, including subsequent revisions)) carried out by banks, etc. and that no interest shall be accrued on the deposits made to the Reserve Account.
- 5. The customer shall bear the cost of transfer fees incurred when making a deposit into the Reserve Account in accordance with Paragraph 2 of this article.
- 6. The customer may check the record of deposits to the Reserve Account and the record of using the Service by the statement issued at the time of deposit procedures under Paragraph 2 of this article, the display on the ATM screen used for said procedures, the passbook containing records of withdrawals and deposits by debit card used for said procedures, or the customer's receipt issued by the debit card terminal.
- 7. The Company shall retain records concerning the use of Services by the customer for a reasonable period. In the event questions arise between the Company and the customer concerning the details of the use of Services, the Company's records shall be treated as being valid.

### Article 7 (Refund of Money Transfer Reserve)

- 1. The customer may refund the money transfer reserve from the Reserve Account by performing the procedures prescribed by the Company. However, no refunds may be made after the money transfer recipient receives the transferred funds.
- The refund in the preceding paragraph shall be carried out by transferring funds into a savings account in the customer's name (hereinafter referred to as Refund Account") registered by the customer in advance.
- 3. The customer shall, in principle, bear the cost of fees prescribed by the company when such a refund is made. The fees can be checked at the URL below.(URL: https://www.remit.co.jp/cp/r/rakuraku/en.html)

### Article 8 (Identification)

Identification using a Postal Savings transfer card or deposit card
The Company shall perform identification for deposits by the customer into the Company's

money transfer reserve account by means of the customer using a Postal Savings transfer card or deposit card in accordance with Article 6, Paragraph 2.

(1) If the customer is deemed to be a legitimate user based on said identification, the Company shall deem transactions based upon this as being valid, regardless of whether the result of falsification, modification, theft, unauthorized use, or other incident involving the Postal Savings transfer card or deposit card, and neither the Company nor Company's foreign correspondent (defined at the URL below) (hereinafter referred to as "Correspondent") shall be held in any way liable for damages occurring as a result.

(URL: https://www.remit.co.jp/cp/r/rakuraku/en.html)

(2) The customer shall be responsible for managing the Postal Savings transfer card or deposit card with the utmost care, and shall promptly carry out the procedures prescribed by the Company in the event there is a theft or loss of the Postal Savings transfer card or deposit card. The Company shall be in no way liable for any damages to the customer occurring as a result of theft or loss.

# 2. Identification by deposit to a financial institution designated by the Company

- (1) The Company shall perform identification for deposits by the customer into the Company's Money Transfer Reserve Account under Article 6, Paragraph 2 by means of the customer making bank transfers in the customer's name. If the customer is deemed to be a legitimate user based on the identification, the Company shall deem transactions based upon this as being valid, regardless of whether the result of falsification, modification, theft, unauthorized use, or other incident involving the account, and neither the Company nor Correspondent shall be held in any way liable for damages occurring as a result.
- (2) The customer making a deposit using the method stipulated in the preceding item shall keep the account number notified by the Company in strict confidence, and shall not disclose, divulge or allow use thereof by any third party. If the customer forgets the account number or there is a possibility that it has become known to a third party, the customer shall promptly notify the Company and follow the Company's instructions.

### 3. Reconfirmation of Identity, etc.

If, after registration as a registered member, identification is necessary pursuant to relevant laws such as the Act on Prevention of Transfer of Criminal Proceeds (Act No. 22 of 2007, including subsequent revisions), or for other reasons deemed necessary by the Company, the Company may request that the documents stipulated by the Company be submitted again. If these documents are not submitted (including cases in which the Company is not notified by the deadline, notice requesting the submission of documents is sent to the customer's registered address and is returned to the Company as undeliverable, and the customer cannot be contacted via the registered telephone number), the Company may stop the customer's transactions in whole or in part, or cancel the member's registration based on the Company's judgment. The Company shall be in no way liable for any damages occurring as a result.

# Article 9 (Amendments to Registered Information)

- Members who change or have changed their name, phone number, address, registered seal (excluding individual customers), or other registered information (meaning member information notified to the Company in accordance with the provisions of Article 4, Paragraph
  should immediately provide notification of the change using a method prescribed by the Company.
- 2. Even if the registered e-mail address or address is the e-mail address or address of a person other than a member, the Company shall be in no way liable for any damages occurring as a result.
- 3. If there has been or is a change to the registered information, the Company shall be in no way liable for any resulting damages occurring to the customer before the change procedures in Paragraph 1 of this article are carried out. Furthermore, the Company shall be in no way liable for any resulting damages occurring to the member as a result of a problem with the registered information or the customer neglecting to submit notification pursuant to Paragraph 1 of this article.

### Article 10 (Method of Announcements and Notifications)

- 1. The member consents that when the Company provides notice or notification to the member in accordance with the Terms and Conditions, said notice or notification shall be made by display on the Company's website, short message service (SMS), e-mail or other method.
- 2. If notification is sent to the e-mail address, phone number or address submitted to the Company by the member, and its arrival is delayed or it fails to arrive due to communication circumstances, the notification being incorrect or not up to date, or any other reason not attributable to the Company, the member agrees that the notification shall be deemed to have arrived normally in such cases.
- 3. The member may register multiple e-mail addresses to the extent prescribed by the Company. With the exception of items stipulated by the Company, transaction results, campaign information and information selected by the member shall be sent to the e-mail address specified by the member. E-mail addresses shall be registered in accordance with the method prescribed by the Company.

# Article 11 (Prohibition of Assignment and Pledges, etc.)

The member may not assign, lend, pledge or otherwise grant rights to a third party concerning the position or any other related rights related to transactions with the Company or enable a third party to use said rights without the consent of the Company.

# Article 12 (Exclusion of Antisocial Forces)

1. Members shall represent that they and their officers, etc. are not currently an organized crime

group, a member of an organized crime group, a person who has been a member of an organized crime group in the past five years, a quasi-member of an organized crime group, an enterprise affiliated with an organized crime group, a corporate racketeer, etc., a party acting under the auspices of social activism and the like, a violent organization employing specialized knowledge, or other similar party (hereinafter collectively referred to as "organized crime group members, etc."), that none of the following items apply and promise that they will not become organized crime groups, etc. and that the following items will not apply in the future.

- (1) Organized crime group members, etc. having a relationship recognized as controlling management
- (2) Organized crime group members, etc. having a relationship recognized as being effectively involved in management
- (3) Having a relationship recognized as utilizing organized crime group members, etc. to unduly act in the interest of oneself, one's company or a third party, or with intent to do harm to a third party
- (4) Having a relationship recognized as providing funding, etc. or extend facilities to organized crime group members, etc.
- (5) An officer or a person effectively involved in management having a social reprehensible relationship with organized crime group members, etc.
- 2. Members shall promise not to perform or utilize a third party to perform any of the following acts.
  - (1) Making violent demands.
  - (2) Making illegitimate demands that exceed legal responsibilities.
  - (3) Making threatening statements or taking violent action in relation to transactions.
  - (4) Spreading false information, using fraudulent means or using threats to harm the credibility of the Company or interfere with the Company's operations.
  - (5) Other actions similar to those listed above.
- 3. In the event the Company incurs damage due to a breach of a member's promise under the preceding two paragraphs, the member shall be liable for compensation of such damages.

# Article 13 (Cancellation of Membership, Restrictions on Transactions)

- 1. The member may cancel Raku-Raku membership using the method prescribed by the Company.
- 2. If a money transfer reserve has been deposited into the Reserve Account when cancelling Raku-Raku membership as stated in the preceding paragraph, the Company shall be indemnified of all liability to the member by refunding the money transfer reserve by a method prescribed by the Company. The Company shall be in no way liable for any damages even if the occur as a result of being unable to make transfers into the Refund Account.
- 3. If any of the following items apply, the Company may immediately stop the Services in whole or in part, or cancel Raku-Raku membership without providing prior notice to the member. The money transfer reserve deposited in the Reserve Account at the time the Raku-Raku membership

is cancelled shall be handled in accordance with the provisions of the preceding paragraph. In some such cases, the Company may be unable to tell the customer the reason for stopping the Services in whole or in part, or for Raku-Raku member registration.

- (1) When payment ceases or a petition for the commencement of bankruptcy procedures, civil rehabilitation procedures, corporate reorganization procedures or special liquidation is filed.
- (2) When an order or notice concerning provisional seizure, protective seizure or seizure has been sent.
- (3) When succession has commenced.
- (4) When the whereabouts of the member are unknown.
- (5) When the member has not used the Services for more than two years
- (6) When it has been deemed that the Services have been or may be used for acts in violation of the law or public order and morality.
- (7) When it is revealed that the member does not actually exist, or when it is revealed that the member was registered without the member's intent.
- (8) When it is revealed that the information submitted by the member is false or that the documents submitted by the member are untrue.
- (9) When the necessary documents are not submitted despite a request being made to submit them again for reconfirmation of the person's identity, etc. in accordance with Article 8, Paragraph 3 (including cases in which the Company is not contacted before the date specified by the Company, cases in which notice requesting the submission of documents is sent to the customer's submitted address and is returned to the Company as undeliverable, and cases in which the person cannot be contacted using the submitted telephone number.)
- (10) When any other grounds for termination of the regulations concerning transactions with the Company occur.
- (11) When the member is in violation of these Terms and Conditions or regulations on various transactions.
- (12) When the member is in breach of paragraph 1 or paragraph 2 of the preceding article, or there is reasonable suspicion of such breach.
- (13) When a request for cooperation with a hearing for monitoring of transactions in accordance with Article 29, Paragraph 1, or submission of documents backing the results of the hearing is made and the member refuses to respond to the hearing or does not submit backing documentation (including cases in which the Company is not contacted before the date specified by the Company, cases in which notice requesting the submission of documents is sent to the customer's submitted address and is returned to the Company as undeliverable, and cases in which the person cannot be contacted using the submitted telephone number.)
- (14) In addition to the items listed above, when there is reasonable grounds for the Company to stop the Services.
- 4. The Company shall be in no way liable for any damages occurring to the member as a result of the

- stoppage of the Services or cancellation of Raku-Raku membership in accordance with the preceding paragraphs.
- 5. If you wish to cancel Raku-Raku membership because of the services stopping in accordance with Paragraph 3 of this Article, please apply using the method prescribed by the Company. In such cases, the Company may require submission of identification or other documents specified elsewhere to for the purpose of confirming identity.

#### Article 14 (Notification of Guardian of Adult)

- 1. If the customer begins to be subject to assistance, curatorship or guardianship in accordance with a ruling by the Family Court, immediately notify the Company in writing of the name and other necessary information concerning the guardian of adult, etc.
- 2. If the customer is appointed a supervisor of commissioned guardian in accordance with a ruling by the Family Court, immediately notify the Company in writing of the name and other necessary information concerning the supervisor of commissioned guardian.
- 3. If the customer has already received a ruling for the initiation of assistance, curatorship or guardianship, or if a supervisor of commissioned guardian has already been appointed, please submit the information in the same way as Paragraph 1 and Paragraph 2.
- 4. Also notify the company if any of the information provided according to Paragraphs 1 to 3 of this article is rescinded or changed.
- 5. The Company shall be in no way liable for any damages occurring before notification in preceding four paragraphs is made.

### Article 15 (Indemnity Concerning System Failures, Natural Disasters, etc.)

- 1. The Company shall be in no way liable for any damages occurring to the customer or a third party as a result of the following reasons.
  - (1) When the provision of Services is delayed or not possible due to force majeure such as natural disaster, fire or rioting; failures of the customer's or the telecommunication carrier's communication equipment, lines, computers or phone lines being out, or other reasons not attributable to the Company.
  - (2) When the provision of Services is delayed or not possible due to failure of terminals, communication lines or computers, etc. despite reasonable security measures being performed in the Company's system operations.
  - (3) When the provision of Services is delayed or not possible due to other reasons attributable to the customer or a third party such as the name of the recipient being incorrect.
- 2. The Company shall be in no way liable for any damages occurring as a result of the customer's transaction information being leaked due to a public phone line, a private phone, the Internet or other communication line being tapped despite reasonable security measures being adopted by the Company.

# Article 16 (Liability)

Except in cases otherwise stipulated by Japanese law, neither the Company nor Correspondent shall be in any way liable for damages exceeding the money transfer amount and money transfer fees paid by the customer or the amount of the money transfer received even in cases where the Services have been delayed, funds do not arrive, payment is not made, or excess or insufficient payment is made. Furthermore, neither the Company nor Correspondent shall be in any way liable for damages in cases where the Services have been delayed, funds do not arrive, payment is not made, or excess or insufficient payment is made due to reasons not under the control of the Company, such as local laws. Neither the Company nor Correspondent shall be in any way liable for any incidental, indirect or derivative damages.

# Article 17 (Mutatis Mutandis Application of the Terms and Conditions)

Matters related to transactions with the Company that are not stipulated in these Terms and Conditions shall be handled in accordance with the regulations on various transactions stipulated elsewhere by the Company. The Company's other provisions such as the Company's regulations shall be published on the Company's website.

# Article 18 (Changes to the Terms and Conditions)

The Company may change the content of the Terms and Conditions. In such cases, the Company shall provide notice of the date of the change and the content of the change on the Company website, and the changed content shall apply from the date of the change onwards.

# Article 19 (Governing Law and Jurisdiction)

- 1. Transactions with the Company shall be governed by Japanese law.
- 2. In the event legal action is taken concerning transactions with the Company, the district court or summary court where the Company's head office is located shall have exclusive jurisdiction in the first instance.
- 3. The Terms and Conditions are written in Japanese. In the event of any differences in the interpretation of translated versions and the Japanese version of the Terms and Conditions, the Japanese version shall take precedence.

# Article 20 (Handling of Personal Information)

- 1. The customer consents that the Company shall handle personal information on the customer in accordance with the Company's "Privacy Policy" and the "Handling of Personal Information".
- 2. The Company's "Privacy Policy" and the "Handling of Personal Information" shall be published on the Company's website.

# Chapter 2 (International Money Transfer Service)

### Article 21 (Application for International Money Transfer)

- 1. If the customer has made a deposit into the Reserve Account, the Company shall deem the customer to have made a money transfer request directed to the money transfer recipient registered by the customer in advance.
- 2. Once the deposit in the preceding paragraph is made within the time prescribed by the Company and the Company's computer processing is complete, the customer's application for a money transfer using the International Money Transfer Service shall be complete.
- 3. After the completion of the money transfer application in the preceding two paragraphs, the Company shall check the content of the application in accordance with the standards prescribed by the Company. If the Company deems that there are no problems as a result of checking the content of the application, the Company shall agree to the application by the customer. An agreement concerning the consignment of international money transfer (hereinafter referred to as "money transfer agreement") shall be deemed to have been concluded between the Company and the customer at the time of said agreement. The Company shall notify the customer of the results of the check using the method prescribed by the Company.
- 4. If, as a result of the check in the preceding paragraph, the Company deems that there are problems with the application for a money transfer using the International Money Transfer Service, the company shall not agree to said application and the application shall be deemed to have been cancelled. The Company shall notify the customer of the results of the check using the method prescribed by the Company. If the customer has already deposited a money transfer reserve into the Reserve Account in this case, the Company shall return the money transfer reserve to by means of a transfer into the Refund Account. In this case, the customer shall bear the cost of fees prescribed in Article 7, Paragraph 3.
- 5. In addition to damages occurring due to the money transfer application being deemed to have been cancelled in accordance with the provisions of this article, the Company shall in no way be liable for damages resulting from incorrect entry of information by the customer or problems with the content of the application.

# Article 22 (Implementation of Money Transfers)

- 1. Upon the conclusion of the money transfer agreement, the Company shall promptly implement money transfer procedures through the Company or Correspondent and its agents.
- 2. In the event instructions for the money transfer the customer has applied for are conveyed to Correspondent, the Company shall deliver notice of the completion of money transfer instructions to the customer.
- 3. The customer consents to the fact that the Company may disclose information on the customer to Correspondent when implementing money transfer procedures (i) for the purpose of providing the

- Services, (ii) for the purpose of conducting joint marketing within the scope permitted by law, or (iii) due to policies to prevent money laundering and funding of terrorism, in addition to other administrative reasons. The customer also consents to the fact that, for the purposes stated above, Correspondent may share said information with Correspondent agents, its parent company or its affiliates (including those not incorporated in Japan). The Company and Correspondent shall not share information on the customer to any third party except when required by law.
- 4. Neither the Company nor Correspondent shall be in any way liable for any losses or damages resulting from the handling in the preceding paragraph except in cases where there is gross negligence on the part of the Company or Correspondent.
- 5. Limits on each money transfer and the amount that can be sent each month by the customer, and limits on the number of transactions per month shall be stipulated elsewhere by the Company. See the URL below for details.

(URL: https://www.remit.co.jp/cp/r/rakuraku/en.html)

- 6. In principle, the Company shall complete the international money transfer to Correspondent within the standard performance period as described in the URL below from the time of the conclusion of the money transfer agreement in accordance with Paragraph 3 of the preceding article. However, this shall not apply if the customer uses optional services stated in the URL below that are provided separately by the Company, or if there are items that should be directly checked by the Company in the check performed in accordance with the preceding article.
- Standard performance period: (URL: https://www.remit.co.jp/cp/r/rakuraku/en.html)
- Optional Services: (URL: https://www.remit.co.jp/Popup\_OptionalServices.jsf)
- 7. In principle, the money transfer recipient may receive the funds from the money transfer at Correspondent or a Correspondent agent once the international money transfer stipulated in the preceding paragraph has been completed. However, in the cases listed below, up to several business days may be required from the time the customer applies for a money transfer until the money transfer recipient is complete, and customers are asked for their understanding concerning this matter.
- (1) When it is outside the business hours of the Company's correspondent or the correspondent's agent
- (2) When a certain period of time is required for system processing in the financial institution in the country in which the money transfer is being received by the money transfer recipient
- (3) In addition to the preceding items, when certain procedures are required for receipt due to circumstances particular to the country to which the money transfer is being made
- (4) When a money transfer is withheld due to the judgment of Correspondent Please contact Correspondent and its agents.
- 8. The status of the money transfer application made by the customer may be checked at the Company's Contact for Inquiries specified in Article 35 (hereinafter referred to as "Contact for Inquiries").

### Article 23 (Reference Number)

- 1. The Company shall notify the customer of the reference number or remittance number issued by Company or Correspondent (hereinafter referred to as "Reference Number") using the method stipulated on the notice of the completion of money transfer instructions stipulated in Paragraph 2 of the preceding article.
- 2. The Reference Number issued by the Company is required in any of the following cases.
- (1) For the money transfer recipient to receive the funds sent by the customer (when required for receipt by local laws).
- (2) For the customer to terminate a money transfer agreement in accordance with Article 25.
- (3) For the customer to cancel a money transfer application or terminate a money transfer agreement in accordance with Article 28.
- (4) For the customer to check the status of money transfer in accordance with Paragraph 8 of the preceding article.
- 3. The customer shall manage the reference number in strict confidence, and shall ensure the money transfer recipient also manages it in the same way. If there is a possibility that the reference number has become known to a third party, immediately notify the Company using the method prescribed by the Company. The Company shall be in no way liable for any damages occurring to the customer or the money transfer recipient before notification is made as a result of the reference number becoming known to a third party from the customer or the money transfer recipient.
- 4. The customer shall be responsible for notifying the money transfer recipient of the reference number, and the Company shall bear no obligation whatsoever concerning notification of the reference number to the money transfer recipient; and the Company shall be in no way liable for any damages to the customer or the money transfer recipient resulting from the money transfer recipient not receiving notification of the Reference Number.

### Article 24 (Receipt of Money Transfers)

The receipt of funds through money transfers implemented by the customer in accordance with the Terms and Conditions shall be conducted in accordance with the regulations stipulated by Correspondent and its agents in the country to which the money transfer is being made, and the customer fully understands that fees other than fees prescribed by the Company may arise due to circumstances in the destination country of the money transfer or the agent when the money transfer receives the funds, and shall consent to this in advance. Information on "Money Transfer Methods, and Restrictions by Country/Agent" can be found on using the money transfer simulation on the Company's website.

### Article 25 (Termination of the Money Transfer Agreement)

1. If any of the following is deemed by the Company to apply to the customer before the money

transfer recipient receives funds subject to a money transfer agreement concluded according to Article 21, Paragraph 3, the Company may terminate the money transfer agreement. In some cases, the Company may not be able to tell the customer the reason for said termination. In such cases, the funds for which the customer has made a money transfer application and the money transfer fee stipulated in Article 27, Paragraph 2 shall be refunded by means of transfer into the Refund Account (however, an amount equivalent to deposit fees shall not be refunded), and the customer shall bear the cost of the fees prescribed in Article 7, Paragraph 3. Moreover, if the Company terminates the money transfer agreement due to Item 1 or Item 4 applying to the customer, the company shall not return an amount equivalent to the funds for the customer's a money transfer application and the money transfer fee, and the customer shall consent to this in advance.

- (1) If the customer's money transfer is in violation of Japanese foreign exchange related laws and regulations or if foreign exchange transactions are suspended by the Japanese government.
- (2) If a war, civil unrest, a natural disaster, a labor dispute, a riot, a terrorist attack or a strike occurs or may occur.
- (3) If the correspondent is subject to or may be subject to freezing of assets, cessation of payment, grounds for the initiation of bankruptcy procedures, grounds for the initiation of civil rehabilitation procedures, grounds for the initiation of corporate reorganization procedures, grounds for the initiation of special liquidation or grounds for the initiation of other bankruptcy proceedings.
- (4) If there are reasonable grounds to deem that the customer's money transfer is related to a crime.
- (5) If a money transfer is otherwise rejected due to the judgment of Correspondent.
- 2. Notwithstanding the preceding paragraph, if the money transfer recipient does not receive the funds after 90 days have passed since the notice of the completion of money transfer instructions stipulated in Article 21, Paragraph 2 (inclusive of the same day), funds for which a money transfer agreement has been concluded shall be stored by Correspondent and the money transfer recipient shall be unable to receive said funds. The customer must perform the money transfer agreement termination procedures stipulated in Article 27 to receive a refund of said funds. However, this excludes cases in which optional services are used.
- 3. The Company shall in no way be liable for any losses or damages incurred by the customer as a result of the termination of the money transfer agreement as stipulated in the preceding two paragraphs.

# Article 26 (Foreign Exchange)

- 1. Money transfer applications to the Company as stipulated in Article 21 shall be made using Japanese yen.
- 2. The exchange rate for conversion of the amount of the money transfer into local currency in the Service shall be the exchange rate displayed on the Company's website (URL:

https://www.remit.co.jp/cp/r/rakuraku/en.html) at the time the money transfer agreement was concluded, and conversion shall talk place using this rate. As stipulated in Article 21, Paragraph 3, the time the money transfer agreement was concluded refers to when an application by the customer has been deemed as containing no problems as a result of the check of the content of the application performed by the Company, and the application has been acknowledged, and it should be noted that this does not necessarily refer to when the money transfer application was completed by the customer (the time stipulated in Paragraph 1 and Paragraph 2 of the same article).

- 3. The Company shall notify the customer of exchange rate applied using the method stipulated on the notice of the completion of money transfer instructions prescribed in Article 22, Paragraph 2.
- 4. The provisions of the three preceding paragraphs shall not apply if the customer uses optional services.

### Article 27 (Fees, etc.)

- 1. The customer shall pay fees prescribed by the Company when using the International Money Transfer Service.
- 2. The customer shall pay the following fees to the Company. The fees can be checked at the URL link below.
  - (URL: https://www.remit.co.jp/cp/r/rakuraku/en.html)
  - (1) Money transfer fee
  - (2) Deposit fee
  - (3) Transfer cancellation fee
- 3. The transfer cancellation fees in the preceding paragraph shall occur when a money transfer cannot be executed due to incorrect entry of information by the Customer or problems with the content of the application. The Company shall refund the funds pertaining to said money transfer into the customer's account after deducting the amount equivalent to the transfer cancellation fee for said money transfer. In such cases, the amount equivalent to the money transfer fees in the preceding paragraph shall be handled as shown in the URL below.

(URL: https://www.remit.co.jp/cp/r/rakuraku/en.html)

Furthermore, the amount equivalent to the deposit fees in the preceding paragraph shall not be returned.

4. The Company may change the money transfer fee, the deposit fee and the transfer cancellation fee without providing prior notice to the customer. In such cases, notification of the date of the change and the content of the change shall be provided on the Company's website.

 $(URL:\ https://www.remit.co.jp/cp/r/rakuraku/en.html)$ 

5. When using the Debit Card International Money Transfer Service, apart from the fees under paragraph 1, the customer shall pay the party contracted by the Company to serve as an intermediary for the money transfer through the operation of a debit terminal, etc. (hereinafter referred to as "Money Transfer Intermediary") the fees pertaining to said intermediary operations

(hereinafter referred to as "administrative fees"). If the money transfer application is cancelled, or the money transfer agreement is terminated, administrative fees that have already been paid shall be handled as specified by the Money Transfer Intermediary, and the Company shall not be liable in any way even if the Money Transfer Intermediary does not refund said administrative fees.

### Article 28 (Cancelling International Money Transfers, etc.)

1. Except when optional services are used, the customer may cancel the money transfer application and terminate the money transfer agreement at any time until the money transfer recipient received the money transfer by contacting the Contact for Inquiries. However, if the Customer uses the services described in the URL below, this shall apply and take some time to cancel the application made by the customer.

(URL: https://www.remit.co.jp/cp/r/rakuraku/en.html)

- 2. In the event the customer cancels the money transfer application or terminates the money transfer agreement in accordance with the preceding paragraph, the Company shall return the funds for the money transfer by transferring them into the customer's Refund Account in Japanese yen. If the money transfer recipient does not receive the funds after 90 days (inclusive of the same day) have passed since the notice of the completion of money transfer instructions stipulated in Article 22, Paragraph 2 and terminate the money transfer agreement after money transfer recipient was unable to receive that funds in accordance with the of Article 25, Paragraph2, the amount equivalent to the deposit fee and money transfer fee stipulated in Item 2 of Paragraph 2 of the preceding article shall not be returned.
- 3. In the event the customer cancels the money transfer application as described in the former paragraph, and in the event the customer cancels the money transfer trough the correspondent as described in the URL below, the customer shall bear the cost for cancelation fee as described at the URL below in addition to the fee described in the former paragraph.

(URL: https://www.remit.co.jp/cp/r/rakuraku/en.html)

# Article 29 (Implementation of Monitoring)

- 1. To comply with relevant laws such as the Act on Prevention of Transfer of Criminal Proceeds (Act No. 22 of 2007, including subsequent revisions), the Company shall conduct monitoring of the status of use of the International Money Transfer Service by the customer in accordance with the criteria prescribed by the Company, and if deemed necessary by the Company, the Company may conduct a hearing of the customer by method prescribed by the Company such as telephone concerning matters such as the purpose of the money transfer, the relationship with the money transfer recipient, and the customer's income.
- 2. If deemed necessary as a result of the interview in the preceding paragraph, the Company may ask the customer to submit documents deemed appropriate by the Company for corroborating the content of the hearing in the preceding paragraph.

3. As a result of the investigation in the two preceding paragraphs, the Company may change the amount of money that may be transferred to the customer pursuant to Article 22, Paragraph 5, stop use of the international money transfer service, or cancel registration.

# Chapter 3 (International Money Transfer Receipt Service)

Article 30 (Application for the Receipt of International Money Transfers)

- 1. The customer may receive funds transferred through Correspondent from outside Japan by using the International Money Transfer Receipt Service in Japan (hereinafter referred to as "receipt of money transfers").
- 2. Receipt of money transfers shall be carried out when the customer who is a registered member contacts the Contact for Inquiries, and confirmation of the customer's information and confirmation of the deposit account are carried our using the method prescribed by the Company. When applying to receive a money transfer, the purpose of the money transfer must be presented and person must be identified by the method prescribed by the Company.
- 3. Notwithstanding the provision of the preceding paragraph, in any of the following cases, the Company may not accept an application for receipt of a money transfer from the customer.
  - (1) If the customer does not provide the necessary information for various confirmation information using a method prescribed by the Company
  - (2) If the purpose of the money transfer prescribed in Paragraph 2 of this article is illegal
  - (3) If, in transactions requiring public documents or permission, etc. issued by a government agency specified in Japanese laws on foreign exchange and taxation, documents proving said permission, etc. are not submitted before the deadline prescribed by the Company
  - (4) If a customer who is a provisional member does not consent to the Terms and Conditions when receiving a money transfer
- 4. The customer consents to the fact that the Company may disclose information on the customer to Corresponding when implementing the receipt of a money transfer due to policies to prevent money laundering and funding of terrorism, in addition to other administrative reasons. The customer also consents to the fact that, for the purposes stated above, Correspondent may share said information with its agents, its parent company or its affiliates.
- 5. The Company shall not be in any way liable for any losses or damages resulting from the handling in the preceding paragraph except in cases where there is grave negligence on the part of the Company.
- 6. When receiving a money transfer, a customer who is a provisional member shall convey that the member information submitted to the Company at the time of provisional registration is correct and consent to the Terms and Conditions when contacting the Contact for Inquiries under Paragraph 2 of this article, and make the transition from provisional member to registered member at that time. In this case, the provisions of Article 5, Paragraph 3 shall apply mutatis mutandis.

# Article 31 (Foreign Exchange)

- 1. Receipt of money transfers shall be paid in Japanese yen.
- 2. The exchange rate for conversion of the amount of the money transfer from local currency into Japanese yen shall be the exchange rate set by Correspondent at the time the money transfer application is made by the party requesting the money transfer, and conversion shall take place using this rate.

### Article 32 (Termination)

The Company may terminate a transaction even after the payment concerning the receipt of the money transfer is made if the customer confirmation information in the procedures under Article 30 contains false information. In such cases the customer shall immediately return the funds to the Company when billed.

# Chapter 4 (Matters Based on the Act Concerning Settlement of Funds)

Article 33 (Matters Concerning Prevention of Misidentification in Foreign Exchange Transactions Performed by Banks, etc.)

The customer shall use the Services based upon full understanding of and consent to the following items.

- (1) The Services are not foreign exchange transactions conducted by banks, etc.
- (2) The services do not entail the acceptance of deposits, savings and installment savings, etc. (meaning the Installment Savings, etc. prescribed in Article 2, Paragraph 4 of the Banking Act) by the Company.
- (3) The Services are not subject to the payment of insurance pursuant to Article 53 of the Deposit Insurance Act (Act No. 34 of 1971 and including subsequent revisions) and Article 55 of the Agricultural and Fishery Cooperation Savings Insurance Act (Act No. 53 of 1973 and including subsequent revisions).
- (4) The Company shall take the following steps to provide collateral for the claim for refund (defined in Paragraph 1 of the following article) by the party requesting the money transfer using the International Money Transfer Service and the party requesting receipt of a money transfer using the International Money Transfer Receipt Service.
  - (a) Conclusion of a performance security deposit preservation agreement with SBI Insurance Co., Ltd.
  - (b) Conclusion of a performance security deposit preservation agreement with SBI Life Insurance Co., Ltd.

- (c) Conclusion of a performance security deposit preservation agreement with Aozora Bank, Ltd.
- (d) Deposit of a performance security deposit with the Tokyo Legal Affairs Bureau

# Article 34 (Performance Security Deposit System)

- 1. In accordance with the provisions of Article 43 of the Act Concerning Settlement of Funds (Act No. 58 dated June 24, 2009 and including subsequent revisions), the Company shall preserve a performance security deposit of a value equivalent to or greater than the amount calculated by multiplying the sum of the money transfer reserve deposited in the Reserve Account and the transfer receipt amount by the multiplier in Article 11, Paragraph 5 of the Cabinet Office Ordinance of Enforcement of the Money Transfer Business as the expenses for refund procedures using the method under item (4) of the preceding article in order to provide collateral for the obligation to refund the money transfer reserve to the party requesting the money transfer and the obligation to pay the transfer receipt amount to the party requesting receipt of the money transfer. If the Company is unable to pay these obligations, the party requesting the money transfer shall have priority over the Company's other creditors to receive repayment using the performance security deposit (hereinafter referred to as "right of claim for refund").
- 2. The party requesting the money transfer shall retain the right of claim for refund in the International Money Transfer Service until the money transfer recipient actually receives the money transfer. After said money transfer recipient actually receives the money transfer, the party requesting the money transfer may not exercise the right of claim for refund. Furthermore, the right of claim for refund in the International Money Transfer Receipt Service shall belong to the party requesting receipt of a money transfer.
- 3. If an event stipulated in Article 59, Paragraph 2 of the Act Concerning Settlement of Funds occurs, the party requesting the money transfer and the party requesting receipt of a money transfer may receive a refund of the performance security deposit using the refund procedures prescribed in the same article.
- 4. If an event in the preceding article occurs, the money transfer recipient in the International Money Transfer Service may not receive the money transfer. If an event in the preceding paragraph occurs and refund procedures are implemented after the money transfer recipient in the International Money Transfer Service receives the money transfer, the party requesting said money transfer shall return the amount equivalent to the performance security deposit to the Company.

Article 35 (Contact for Inquiries, Complaint Processing Procedures and Dispute Resolution Procedures)

Inquiries and comments concerning the Services are accepted through the contact shown below.
Address: SBI Remit Co., Ltd.13F Izumi Garden Tower, 1-6-1 Roppongi, Minato-ku, Tokyo

106-6013

Tel: 03-5652-6759

E-mail: support@remit.co.jp

Business hours: (Weekdays) 9:00 - 18:00

(Holidays/Sat/Sun) 12:00 - 18:00 (Closed during the year-end and New Year holidays and Company Designated holidays)

- 2. The company has implemented the following complaint processing procedures and dispute resolution procedures. The following external organizations may be used for complaints and disputes concerning the money transfer business operated by the Company.
- (1) Complaint Processing Procedures

Japan Payment Service Association "Customer Hotline" Tel: 03-3556-6261

The process used by the Association to handle inquiries and complaints can be found at the URL below.

(<u>URL:http://www.s-kessai.jp/consumer/giftcard\_prica\_netprica/funds\_consumer\_inquiry\_cg.html</u>)

(2) Dispute Resolution Procedures

Tokyo Bar Association Dispute Resolution Center Tel: 03-3581-0031 Daiichi Tokyo Bar Association Arbitration Center Tel: 03-3595-8588 Daini Tokyo Bar Association Arbitration Center Tel: 03-3581-2249

Established, December 12, 2010

Amended, April 30, 2013

Amended, April 1, 2014

Amended, June 13, 2014

Amended, February 19, 2015

Amended, February 18, 2016

Amended, May26, 2016

Amended, June23, 2016

Amended, October20.2016

Amended, May18,2017

Amended, March1,2018

#### Attachment 1

# Deposit Card Terms of Use

The customer shall use the Postal Savings transfer card or deposit card issued (hereinafter referred to as "Card") by SBI Remit Co., Ltd. (hereinafter referred to as the "Company") in accordance with these terms (hereinafter referred to as "Terms of Use"). The Terms of Use shall apply from the time the Card is delivered. If the customer to whom the card is delivered does not consent to the Terms of Use, please contact the point of contact shown at the end of the Terms of Use.

# 1. Lending the Card and Management of the Card

- (1) The Company shall lend the Card to the customer.
- (2) The name and customer number, etc. (hereinafter referred to as "Card Information") are shown on the Card. The Card may not be used by a person other than the customer whose name is shown on the Card.
- (3) Ownership of the Card belongs to the Company. The customer shall use and manage the Card and Card Information with the due care of a prudent manager. Furthermore, the customer shall not lend, deposit, assign, or pledge the Card as collateral, or deposit or allow use of Card Information by another person.
- (4) The customer shall not forge or modify the Card, or allow another person to forge or modify it.

# 2. Reissuing the Card

- (1) In principle, the Company shall reissue the Card after conducting an investigation if the customer wishes due to loss, theft, damage, defacement, etc. of the Card, or loss, unauthorized acquisition, or alteration of Card Information. In this case, the customer shall pay the reissuance fee prescribed by the Company for the Card that has been loaned, and the Company shall provide separate notice or announce the reissuance fee. The Company may refrain from reissuing the Card if it deems that there are reasonable grounds based on its own discretion.
- (2) The Company may change the customer number if it is deemed necessary for the management and protection of Card Information.

# 3. Card Functions

(1) If the customer consents to the "Terms and Conditions of International Money Transfer Transactions by Raku-Raku Members" (hereinafter referred to as "Raku-Raku Terms and Conditions") stipulated by the Company and registers as a Raku-Raku member according to the Raku-Raku Terms and Conditions, the International Money Transfer Service for Raku-Raku Members provided by the Company may be used by using the Card in accordance

with the Raku-Raku Terms and Conditions.

(2) The customer may not use the Card for a purpose other than use of the International Money

Transfer Service provided for in the preceding paragraph.

4. Amendments to Registered Information

If there is a change in the name, address, telephone number, occupation, purpose of use of the Card,

place of employment, transfer recipient account, etc. registered with the Company by the customer

(hereinafter referred to as "Registered Information"), the customer must notify the Company

without delay by a method prescribed by the Company when registering Raku-Raku membership.

5. Returning or Destroying the Card

If the Company reasonably deems that the company has violated the Terms of Use, if the customer

is unable to consent to the Terms of Use, or if otherwise appropriately deemed necessary by the

Company, the Company may demand the return of the Card by the customer. In this case, the

customer must immediately return the Card according to the Company's instructions, or cut into the

Card to destroy it.

6. Raku-Raku Terms and Conditions

If the customer has registered as a Raku-Raku member in accordance with the Raku-Raku Terms

and Conditions, the Terms of Use and the Raku-Raku Terms and Conditions shall both apply to the

handling of the Card.

7. Point of Contact

Inquiries and comments concerning the Card are accepted through the contact shown below.

Address: SBI Remit Co., Ltd.

13F Izumi Garden Tower, 1-6-1 Roppongi, Minato-ku, Tokyo 106-6013

Tel: 03-5652-6759

E-mail: support@remit.co.jp

Business hours: (Weekdays) 9:00 - 18:00

(Holidays/Sat/Sun) 12:00 - 18:00 (Closed during the year-end and New Year

holidays and Company Designated holidays)

**END** 

As of March1.2018

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