

Terms and Conditions for the Use of SMBC Trust Bank App

These terms and conditions set forth from 1. to 11. below (hereinafter referred to as the “Terms and Conditions for the Use of SMBC Trust Bank App”) shall govern the User’s use of SMBC Trust Bank App. In addition, except for the definitions that terms “PRESTIA Online” and “PRESTIA Mobile” shall be collectively called the “online banking,” and all the transactions, acts, and procedures used in the online banking in connection with the account subject to the services offered through the online banking, and the transactions, acts, and procedures relating to any services of the online banking, and all the other transactions, acts, and procedures to be followed in using the online banking shall be collectively called the “Act of Using the Online Banking,” the definitions used in the “PRESTIA Online Terms and Conditions” shall, unless otherwise stated, also apply to the Terms and Conditions for the Use of SMBC Trust Bank App.

1. SMBC Trust Bank App

- (1) SMBC Trust Bank App is an application for the services that enable the User to perform the Act of Using the Online Banking within the scope prescribed by SMBC Trust Bank on the App the User installs onto a device (provided that the device is capable of running SMBC Trust Bank App; such device is hereinafter called the “App’s device.”) pursuant to the provisions of the Terms and Conditions for the Use of SMBC Trust Bank App. SMBC Trust Bank App is the application that SMBC Trust Bank provides for the use of the online banking. The App has the functions that the User can use, after the User’s identity verification provided for in 3. (1) hereof has been completed, for the services prescribed by SMBC Trust Bank, such as viewing the User’s account balances, account activities and transactions, within the services set out in PRESTIA Online Terms and Conditions.

2. First Authentication, etc.

- (1) To use SMBC Trust Bank App, the User needs to download it from the website prescribed by SMBC Trust Bank and install it on the App’s device.
- (2) If the User intends to use SMBC Trust Bank App on the App’s device as prescribed by SMBC Trust Bank after installing SMBC Trust Bank App pursuant to 2. (1) above and have biometric information registered for the App’s device (provided that it is the User’s own biometric information; hereinafter referred to as the “Authentication Data”), the User may choose to use SMBC Trust Bank App by using only biometric authentication (input the One Time Password after inputting the biometric information if the User uses the One Time Password service), at the User’s own discretion and responsibility, from the second time once the User has completed the first authentication by inputting the User’s user ID and password of the online banking in the input fields of SMBC Trust Bank App and inputting the biometric information on the App’s device (input the One Time Password after inputting the biometric information if the User uses the One Time

Password service). When the User performs the biometric authentication, the User's user ID and password for the online banking are saved on the App's device, but the User's biometric information is neither passed over to SMBC Trust Bank nor saved on a server, etc. of SMBC Trust Bank. SMBC Trust Bank shall not be liable for any damage associated with the User's failure to meet the system requirements prescribed by the Bank.

- (3) If the User intends to continue to use SMBC Trust Bank App after the User changes the App's device or uninstalls or deletes SMBC Trust Bank App from the App's device, 2. (1) and 2. (2) above shall apply. If the User otherwise intends to continue to use SMBC Trust Bank App after the User reinstalls SMBC Trust Bank App for whatever reason, 2. (2) above shall apply.

3. Use of SMBC Trust Bank App

- (1) When the User requests for the Act of Using the online banking on the SMBC Trust Bank App, the User will be required to go through the identity verification process as provided for in the PRESTIA Online Terms and Conditions or the Additional Terms and Conditions for One Time Password (OTP) Service.
- (2) In performing the identify verification as provided for in the PRESTIA Online Terms and Conditions or the Additional Terms and Conditions for One Time Password (OTP) Service by inputting the User's user ID and password of the online banking on the SMBC Trust Bank App to boot SMBC Trust Bank App so that the User can input the User's biometric information (input the User's One Time Password in the One Time Password field after inputting the biometric information if the User uses a One Time Password). Once the matching between the biometric information the User inputs and the User's Authentication Data has been confirmed on the App's device, SMBC Trust Bank App notifies SMBC Trust Bank of the user ID and password and One Time Password of the online banking.
- (3) When the Act of Using the Online Banking is performed on SMBC Trust Bank App after the identity verification process for the User prescribed in the PRESTIA Online Terms and Conditions or the Additional Terms and Conditions for One Time Password (OTP) Service has been gone through, such act is regarded to have been performed by the User, and SMBC Trust Bank shall not be liable for any damage caused by any counterfeiting, alteration, theft, unauthorized use or other types of mishap associated with the act regarding App's device, password, biometric information, Authentication Data, password generating token, One Time Password, etc. unless the damage is attributable to the negligence of SMBC Trust Bank. Provided, however, that Article 9 of the PRESTIA Online Transaction Terms and Conditions applies, mutatis mutandis, to this provision.

4. Suspension, Deprovisioning, etc. of SMBC Trust Bank App

- (1) If the User closes the account for the online banking or removes it therefrom, the User may not be able to authenticate themselves by using the biometric information that became usable through the procedures

prescribed in 2. (1) or 2. (2) above in the identity verification process provided for in 3. (1) above. If the User intends to continue to use SMBC Trust Bank App after the User became unable to authenticate themselves through the biometric information, 2. (1) or 2. (2) above shall apply.

- (2) If the User's SMBC Trust Bank App is subject to misuse (including but not limited to counterfeiting, alteration, theft, unauthorized use of the User's biometric information or Authentication Data or theft, inappropriate use or use by a third party, and unauthorized access to the App's device) or if it has come to the User's knowledge that the User's SMBC Trust Bank App was actually misused, the User shall immediately suspend the use of the User's SMBC Trust Bank App and report it to SMBC Trust Bank by the method specified by the Bank. When SMBC Trust Bank receives such report, the Bank shall be able to take the measures prescribed by the Bank such as suspension of the use of the online banking. If SMBC Trust Bank suspends the User's use of the online banking, the User will be unable to use it. In this case, SMBC Trust Bank shall not be liable for any damage the User may incur as a result of the suspension or other prescribed measures taken by the Bank until the Bank reasonably decides that it is appropriate to provide the User with the online banking, unless the damage is attributable to the negligence of the Bank.
- (3) SMBC Trust Bank may suspend the User's use of SMBC Trust Bank App anytime by providing a prior notice by the method prescribed by the Bank. The notice may be given by publishing it on the website of SMBC Trust Bank or other methods prescribed by the Bank. If SMBC Trust Bank suspends the use of SMBC Trust Bank App, the User will be unable to use it. In this case, SMBC Trust Bank may continue the suspension until the Bank reasonably determines that it is appropriate to provide SMBC Trust Bank App. SMBC Trust Bank shall not be liable for any damage the User may incur as a result of the suspension unless the damage is due to the negligence of the Bank.
- (4) SMBC Trust Bank may deprovision SMBC Trust Bank App anytime by giving a prior notice by the method prescribed by the Bank. The notice may be given by publishing it on the website of SMBC Trust Bank or other methods prescribed by the Bank. If SMBC Trust Bank deprovisions SMBC Trust Bank App, the User will not be able to use it. In this case, SMBC Trust Bank may not resume the provision of SMBC Trust Bank App. SMBC Trust Bank shall not be liable for any damage the User may incur as a result of the deprovisioning unless the damage is attributable to the negligence of the Bank.
- (5) When SMBC Trust Bank finds that SMBC Trust Bank App is likely to be misused or that it has actually misused, the Bank shall be able to suspend the use of SMBC Trust Bank App or take other measures prescribed by the Bank. If SMBC Trust Bank suspends the use of the online banking, the User will be unable to use it. In this case, SMBC Trust Bank may continue the suspension until the Bank reasonably determines that it is appropriate to provide the online banking. SMBC Trust Bank shall not be liable for any damage the User may incur as a result of the suspension or other prescribed measures taken by the Bank, unless the damage is due to the negligence of the Bank.

5. Handling of the User's Information

- (1) In relation to the use of SMBC Trust Bank App, SMBC Trust Bank may have any affiliated company, agent or other third parties process the User's information and the running of SMBC Trust Bank App to the extent necessary for the provision of the App. SMBC Trust Bank may disclose the User's information if requested to do so by the applicable law, the court or other legal proceedings, or by regulatory authorities.

6. Right Holders, etc. of SMBC Trust Bank App

- (1) The copyrights and all other intellectual property rights to SMBC Trust Bank App shall belong to their respective holders, and no such intellectual property rights shall be granted to the User, unless otherwise provided herein and the User is granted some rights or authorities by the relevant right holders pursuant to such provision. The User is not granted any rights or authorities regarding such intellectual property rights by SMBC Trust Bank. The User shall use SMBC Trust Bank App in accordance with SMBC Trust Bank App Terms and Conditions.
- (2) The User shall not reprint, reproduce, retransmit, alter, falsify, or other fraudulent act on the information that constitutes SMBC Trust Bank App. If the User conducts reprinting, reproduction, retransmission, alteration, falsification, or any other fraudulent act, SMBC Trust Bank shall not be liable for any damage the User may incur as a result of such act, unless the damage is attributable to the negligence of SMBC Trust Bank.
- (3) 6. (1) and 6. (2) above shall apply to the cases where the User download SMBC Trust Bank App without the knowledge of SMBC Trust Bank or beyond the scope the Bank duly authorizes. In this case, SMBC Trust Bank shall not be liable for any damage the User may incur in connection with SMBC Trust Bank App unless the damage is due to the negligence of the Bank.

7. Notes, etc.

- (1) The User shall arrange, at the User's own responsibility and expense, communication devices, software, communication lines, and other environments, which may become necessary for using (including downloading of the App and re-downloading of an update) SMBC Trust Bank App, and the User shall pay the communications and other charges for the use.
- (2) The User may not use the online banking on SMBC Trust Bank App outside of service hours.
- (3) If the biometric information on a person other than the User is registered on the App's device, SMBC Trust Bank App on the device might use the information as the authentication data. Therefore, if SMBC Trust Bank App is used on such App's device, other person's biometric data could be treated as the User's and the authentication could be successfully verified. The User shall not register any other biometric information than the User's one (including but not limited to the User's kin, those who live with the User, and other related people) on the App's device. SMBC Trust Bank shall not be liable for any damage the User might incur as a result of or associated with the registration of other person's biometric information than the User's one on the App's device unless the damage is attributable to the negligence of the Bank.
- (4) If any configurations or other environments of the App's device change or SMBC Trust Bank App are

upgraded after the User installs SMBC Trust Bank App, the SMBC Trust Bank App the User installed could be unusable. In this case, the User needs to reinstall SMBC Trust Bank App. provided, however, that SMBC Trust Bank does not guarantee that the User will be able to reinstall the App or to use the App after reinstalling.

- (5) The information displayed on SMBC Trust Bank App does not guarantee the amount of subject account balance or transaction details. If the account balance or transaction details on the App are different from the corresponding details in the ledger, etc. of SMBC Trust Bank, the User shall submit to the content of the ledger, etc.

8. Disclaimer, etc.

- (1) In addition to the other provisions herein, SMBC Trust Bank shall be indemnified pursuant to this Article 8.
- (2) Unless it is due to the negligence of SMBC Trust Bank, the Bank shall not be liable for any losses the User may sustain due to any malfunction of SMBC Trust Bank App (error or omission of information displayed, failure of transaction requests to be met, and leakage of information, etc.) or any impact of the App on the App's device, or any damage the User may incur due to the provider's system issues, or any other damage the User may incur in connection with the User's use of SMBC Trust Bank App.
- (3) For the User's use of SMBC Trust Bank App, the User shall assume the entire responsibility for the management of the User's user ID and password to be saved on the App's device for the use of biometric information and the management of the User's Authentication Data. SMBC Trust Bank, therefore, shall not be held liable for any forgery, alteration, theft, or unauthorized use of the User's Authentication Data or other information unless it is attributable to the negligence of the Bank.
- (4) SMBC Trust Bank shall not be liable for any damage the User may incur due to theft, misuse, use by a third party, or unauthorized access, etc. to the App's device unless the damage is due to the negligence of SMBC Trust Bank.
- (5) In addition to 8. (1) through 8. (4) above, SMBC Trust Bank shall not be held liable for any damage the User may incur due to the User's failure to use SMBC Trust Bank App for any of the following reasons:
 - ① Disasters, incidents, measures taken by courts or other public organizations, or any other unavoidable circumstances
 - ② Troubles with communications devices, communications lines, or computers, or with the means of communications such as disconnection of a telephone service irrespective of the corresponding safety measures taken by SMBC Trust Bank and the operating body of the joint system with other financial institutions
 - ③ Changes in configuration of App's device or other usage environments, or upgrading of SMBC Trust Bank App
 - ④ Reasons attributable to the provider of SMBC Trust Bank App or other third parties

9. Application Mutatis Mutandis of Terms and Conditions

- (1) Matters not covered hereby shall be governed by the PRESTIA Online Transaction Terms and Conditions and other related provisions.

10. Amendments to Terms and Conditions

- (1) SMBC Trust Bank may change service hours, fees and other contents of SMBC Trust Bank App or any provision herein without giving a prior notice to the User as of the date designated by the Bank. If the User raises any objections to such changes, SMBC Trust Bank may terminate or suspend the services hereunder, without giving a prior notice to the User.
- (2) Terms and Conditions for the Use of SMBC Trust Bank App shall be governed by the laws of Japan. In the event that legal action is required regarding transactions pursuant hereto, then the User and SMBC Trust Bank shall agree that it shall come under the exclusive jurisdiction of the Tokyo District Court.

11. Discrepancy

- (1) In the event that there is any discrepancy between the English and Japanese versions of these Terms and Conditions, the Japanese version shall prevail.
(As of October 1st, 2021)