

# PRESTIA ONLINE TRANSACTIONS TERMS AND CONDITIONS

"PRESTIA Online" shall mean the Internet banking services provided by SMBC Trust Bank through computer terminals (including compatible tablet terminals) upon request of the depositor (the "User" in these PRESTIA Online Transactions Terms and Conditions) through the computer terminals, and shall be handled in accordance with the General Account Customer Agreement and these PRESTIA Online Transactions Terms and Conditions (the "Online Transactions Terms and Conditions"). "PRESTIA Mobile" shall mean the Internet banking services provided via smartphone terminals (including compatible tablet terminals) (together with computer terminals, the "Terminal") and shall be covered hereunder as well. If there is any discrepancy between the provisions of the General Account Customer Agreement and those of the Online Transactions Terms and Conditions, the latter shall prevail.

## Article 1. Services

1. Under the Online Transactions Terms and Conditions, various transactions or information provision services, etc. provided by PRESTIA Online / PRESTIA Mobile shall be referred to as the "Services" hereunder and the contents thereof shall be as determined or changed voluntarily by SMBC Trust Bank.
2. The User shall be a person who has an Account in SMBC Trust Bank. The User shall use the Services at his/her own discretion and on his/her own responsibility, upon fully understanding the contents thereof and understanding and agreeing to the contents of any risk involved with using PRESTIA Online / PRESTIA Mobile. The User acknowledges that there are some types of smartphone terminals with which the Services may not be used.
3. The name and address of the service use account are required to be the same as that for the representative account holder.

### Article 1-2. Refusal of Transactions with Anti-social Forces

These Services may be used only when the User does not fall into either Item 1 or Item 2 of Article 10, Paragraph 2. If the User falls into any of such Items, SMBC Trust Bank shall not provide the Services for the User and may restrict or suspend the Services with the User.

## Article 2. Service Hours

1. The Services shall be made available twenty-four (24) hours a day, seven (7) days a week. However, the service hours for each transaction included in the Services shall be as determined or changed separately by SMBC Trust Bank for every type of transaction. The handling of applications for the purchase and sale of mutual funds received by SMBC Trust Bank shall be as provided in Article 6.
2. Notwithstanding the immediately preceding paragraph, in case of disruption or repair, etc. to the system, etc., SMBC Trust Bank may suspend or discontinue the Services without prior notice.

## Article 3. Limits of Use

SMBC Trust Bank shall not accept any transactional amounts which exceed a limit of use, either as determined by SMBC Trust Bank or filed with SMBC Trust Bank.

## Article 4. Passwords, etc.

1. At the time of initial use of the Service, the User shall input a personal identification number through the Terminal which corresponds to the personal identification number for transactions by telephone ("T-PIN"), inputted the items designated by SMBC Trust Bank, and then designated User ID and Password for PRESTIA Online and PRESTIA Mobile required for use for services. After User ID and Password are registered with SMBC Trust Bank, the User may use the services. For the use of the Services from the second time onwards, the User shall input User ID and Password. One Time Password will become necessary for the use of some part of the Services.
2. SMBC Trust Bank shall handle that the service has been used by an authorized user when registered User IDs and Passwords (including One Time Passwords for which entry is required by SMBC Trust Bank) entered by the User (including One Time Passwords for transactions for which SMBC Trust Bank requires entry of a One Time Password) match. The User shall not disclose the User ID, Password and One Time Passwords to third-parties, and shall be personally responsible for their strict management. Separate notification is required to use part of this service.
3. SMBC Trust Bank shall not be held liable except the cases provided in Article 9, if SMBC Trust Bank provides the Services upon recognizing the User as an authorized User through the verification procedures prescribed by SMBC Trust Bank, then, even if

any loss or damage arises to the User, or various expenses are incurred by the User from forgery, falsification, fraudulent use or any unauthorized use of the User ID, Password and One Time Password or any other accident. If a user believes that User ID, Password or One Time Password have been forged, altered, stolen or illegally used, the User shall contact SMBC Trust Bank immediately. SMBC Trust Bank will immediately take measures to suspend use of this service.

4. If a Password differs from the Password registered by user or One Time Password differs from the system is entered successively for more than the number of times specified by SMBC Trust Bank, or if information differing from information concerning the certification necessary for the transaction as specified by SMBC Trust Bank has been entered successively for more than the number of times specified by SMBC Trust Bank, SMBC Trust Bank will suspend use of this service for users.
5. If the User changes the User ID and Password, the User shall notify SMBC Trust Bank of such change through the Terminal in the prescribed manner.
6. SMBC Trust Bank may suspend the use of User ID, Password and One Time Password at its own discretion without giving notice to the User.

#### **Article 5. Request for Transfers, Remittances, and Overseas Transfers**

1. The terms used in this Article are defined as follows.

(1)"Transfer I" shall mean a transfer of funds between Accounts held in the same name and between Branches.

(2)"Transfer II" is defined as the Transfer of yen funds within Japan, initiated by a request from the Terminal operated by the User and following withdrawal of an amount specified by the User from the designated account for withdrawal, to a designated account for deposit specified by the User at the main office or branch of a domestic financial institution other than SMBC Trust Bank, or to a designated account for deposit at a domestic branch of SMBC Trust Bank if the designated account for deposit and the designated account for withdrawal are registered under different names. Upon receipt of a funds transfer, SMBC Trust Bank will charge its prescribed commission.

(3)"Overseas Remittance" is defined as the Transfer of funds, initiated by a request from the Terminal operated by the User and following withdrawal of an amount specified by the User from the designated account for withdrawal, to a designated account for deposit specified by the User that has been registered through prescribed SMBC Trust Bank procedures as a remittance payee at an overseas financial institution, or the Transfer of foreign currency denominated funds to a registered account for deposit at a domestic branch of SMBC Trust Bank if the designated account for deposit differs from the designated account for withdrawal.

Upon receipt of a funds transfer, SMBC Trust Bank will charge its prescribed commission.

(4)Upper Limit for Transfer I, Transfer II and Overseas Remittances

The total amount of Transfer I, Transfer II and Overseas Remittances which the User may request ("Request") in any one day shall not exceed the upper limit prescribed by SMBC Trust Bank. SMBC Trust Bank may change the upper limit per day for Transfer I, Transfer II or Overseas Remittances without prior notice to the User. The amount of Transfer I, Transfer II or Overseas Remittance for each such transfer or Overseas Remittance shall not exceed the upper limit prescribed by SMBC Trust Bank, and the number of Transfer I, Transfer II or Overseas Remittances per day shall not exceed the upper limit prescribed by SMBC Trust Bank. Some types of Transfer I, Transfer II or Overseas Remittances may not be available under the Services.

2. Transfer II and Overseas Remittance Request Procedures

(1)The User may make a Request for Transfer II and overseas remittance only during the time prescribed by SMBC Trust Bank. However, when a request for Transfer II or Overseas Remittance is confirmed after the time limit specified by SMBC Trust Bank, procedures for Transfer II or Overseas Remittance will be carried out on or after the next business day of the requested date.

(2)If the User makes a request for a Transfer II or Overseas Remittance to the registered account (prescribed by SMBC Trust Bank procedure), the request will be made after confirming prescribed items such as the name of the financial institution and branch, the account number, the beneficiary name, and the amount to be transferred, by entering the order (the 'Order') regarding these items. For designated accounts for deposit for overseas remittances, in addition to the above, the User shall confirm the payee's address (city name, state name, country name etc.) before making transfer or remittance Order.

(3)When the user makes a Request for Transfer II to an unregistered account, the Request shall be made after input and authorization of the required One Time Password, and following the input of certain prescribed items following the input instructions (the "Instructions") including the name of the financial institution and branch, the account number, the beneficiary name, the amount to be transferred as well as inputting and authorizing the required Transaction Authentication Code (Note that the Transaction Authentication Code is one of the required One Time Passwords).

3. Finalizing Transfer I, Transfer II, and Overseas Remittance requests

When the User has finished entering the request for a Transfer I, Transfer II, or Overseas Remittance and has clicked on the 'Transfer Request' or 'Overseas Remittance' button, the request for the transfer or overseas remittance shall be deemed to have been confirmed and finalized. When a transaction request by a Transfer I or Transfer II, or Overseas Remittance instruction is confirmed by the time limit prescribed by SMBC Trust Bank and received, in principle, SMBC Trust Bank will carry out the procedure according to the method prescribed by SMBC Trust Bank on the day of the request.

When the transaction request is confirmed, SMBC Trust Bank will notify the user to that effect, and in the event that this notification does not arrive due to a communications failure or the like, the user is required to refer to the Bank. The User agrees that after the Request for transfer or overseas remittance has been finalized, the contents of such Request shall be dealt with as effective and binding on the User and he/she shall raise no objection with respect thereto. Even if the transfer or overseas remittance is unable to be completed, or a delay due to any error or incomplete Instruction has resulted, SMBC Trust Bank shall not be held liable except in the case of negligence on SMBC Trust Bank. Furthermore, after the Request for transfer or overseas remittance has been finalized and fixed, the contents of the Request may not be changed or cancelled through the Terminal (In such case, the User shall follow the procedures provided in Paragraph 6 of this Article).

#### 4. Confirming details of Transfer I, Transfer II, or Overseas Remittance requests

After finalizing a Transfer I, Transfer II, or Overseas Remittance request, the user shall confirm the transaction details on the Bank Statement. Should any discrepancy be found between the contents of the Bank Statement and the Request for Transfer, the User shall immediately notify SMBC Trust Bank thereof. Furthermore, SMBC Trust Bank takes no responsibility for the damage to the contractee due to the lack of such communication, except in cases where this is the responsibility of SMBC Trust Bank.

In such case, SMBC Trust Bank may treat the data recorded in its computer as the correct content of the transaction. All details of the user request are recorded and stored for a considerable period by SMBC Trust Bank. In any event, please be aware that neither the transaction record nor the Bank Statement shall constitute a receipt issued by SMBC Trust Bank.

#### 5. Failure of a Transfer II or Overseas Remittance

If funds requested for a Transfer II or Overseas Remittance are not received at the account which has been registered as the designated account for deposit because of reasons such as a discrepancy between the contents of the Instruction and the contents of said account, SMBC Trust Bank will credit them to the User's account from which the fund was debited without notification. SMBC Trust Bank shall not be held liable except in the case of negligence on SMBC Trust Bank for any damage, loss, costs or expenses, caused to the User by such failure of Transfer. SMBC Trust Bank shall not refund any bank transfer charges, commissions, or SMBC Trust Bank or other related banks' fees for the overseas remittance to the User for any reason whatsoever. If any currency exchange transaction is effected incidental to the Request for Transfer II or Overseas Remittance, the User may not cancel said transaction. Furthermore, when SMBC Trust Bank receives an inquiry from a financial institution to which the deposit is designated, SMBC Trust Bank may inquire about the contents of the request from the user. In this case, the user shall respond promptly.

#### 6. Cancellation of Requests for Transfer I, Transfer II and Overseas Remittance

(1) If a Request for Transfer I needs to be cancelled, which has once been confirmed pursuant to Paragraph 3 of this Article, the User shall make a new request for Transfer I in the same amount by reversing the designated account for withdrawal and the designated account for deposit.

(2) If a Request for Transfer II or Overseas Remittance, which has once been confirmed pursuant to Paragraph 3 of this Article needs to be cancelled, the User shall request a reverse transfer to SMBC Trust Bank. However, a reverse transfer is not possible unless agreement of the holder of the designated account for deposit is obtained. In the case of a reverse transfer, the user shall pay the reverse transaction charge prescribed by SMBC Trust Bank and other related banks' fees for the overseas remittance. If any currency exchange transaction is associated with a Request for a Transfer II or Overseas Remittance, the User is unable to cancel said transaction.

In addition, if the destination financial institution has already received the notification of a Transfer II or Overseas Remittance, it may not be possible to change or return the transfer. In this case, the requester will negotiate with the recipient.

#### 7. Debiting of Transfer I, Transfer II and Overseas Remittance Amounts and Commissions

For transactions involving withdrawal of funds from a designated account for withdrawal after the transaction request is confirmed, and irrespective of the various provisions concerning the designated account for withdrawal SMBC Trust Bank may withdraw transferred funds for which requests for withdrawal have been received from users, transfer fees specified by SMBC Trust Bank, transferred funds, overseas remittances, and overseas remittance fees and various expenses or fees prescribed by SMBC Trust Bank, from the designated account for withdrawal omitting user's withdrawal request form, card or checking account check.

#### 8. Constructive Cancellation of Request for Transfer I, Transfer II or Overseas Remittance

In the following cases, SMBC Trust Bank will treat a Transfer I, Transfer II, or Overseas Remittance request from the User as canceled. In this case, since SMBC Trust Bank will not notify the User that the transaction request has not been made, the User is required to confirm success or failure of the transaction. SMBC Trust Bank will not be held responsible for any loss caused by such events.

- 1) When the amount of the withdrawal (fee, including any expenses, if any) exceeds the amount that can be withdrawn from the designated account for withdrawal at the time of the withdrawal of funds (including the case automatic withdrawal of public utility charges and overdraft etc. ). If there are multiple withdrawals from the designated account for withdrawal at the withdrawal date of the funds and the total amount of such withdrawals exceeds the amount that can be withdrawn from the designated account for withdrawal, SMBC Trust Bank may determine which withdrawal is honoured.
- 2) When the designated account for withdrawal has been closed.
- 3) When there is a notification of suspension of payment from the user to the designated account for withdrawal and SMBC Trust bank has carried out the prescribed procedure based on that notification.
- 4) When it is not possible to deposit money into the payee account in a fund transfer.
- 5) When it is not possible to deposit money into the designated account for deposit.
- 6) When SMBC Trust Bank finds payment inappropriate for legitimate reasons such as seizure or freezing of an account.
- 7) When SMBC Trust Bank judges that there were unavoidable reasons such as disasters, accidents, or measures of public institutions such as courts.
- 8) When handling becomes impossible due to failures in the means of communication such as failure of communications equipment, communication lines, or computers etc., irrespective of the corresponding safety measures taken by SMBC Trust Bank and the operating body of the joint system with other financial institutions.
- 9) When trading becomes impossible for reasons attributable to financial institutions other than SMBC Trust Bank.

#### **Article 6. Receipt and Cancellation of Orders for Sale or Purchase of Mutual Funds**

1. All orders for the sale or purchase of mutual funds shall be deemed to have been received by SMBC Trust Bank upon SMBC Trust Bank's receipt of the transmission of order details entered by the User via a telecommunications terminal or other means. Sale and purchase orders received by SMBC Trust Bank by 15:00 on a Business Day shall be handled by SMBC Trust Bank within said day, and those received after 15:00 shall be handled on the following Business Day. The User shall pay funds for the purchase of the mutual funds by transfer from the PRESTIA MultiMoney Savings Account, Yen Savings Account or other accounts defined by SMBC Trust Bank, and SMBC Trust Bank shall credit funds for the sale of the mutual funds to the Yen Savings Account or PRESTIA MultiMoney Savings Account.
2. SMBC Trust Bank shall determine separately the traded issues or trading volume available to the User via the Services. If the volume of offer for sale exceeds the volume which SMBC Trust Bank receives on deposit from the customer, SMBC Trust Bank shall not deal with the offer for sale.
3. Unless otherwise approved by SMBC Trust Bank, the User may not cancel any orders for sale or purchase received by SMBC Trust Bank via the Services.
4. SMBC Trust Bank may request the User to conduct "Personal Profiling" in order to give suggestions based upon the degree of risk tolerance of the User. If the User falls into any of the following categories, SMBC Trust Bank shall not receive any orders for the purchase of mutual funds via the Service.
  - Minors
  - Any person for whom assistance, curatorship or guardianship has commencedIn this case, SMBC Trust Bank may, in addition to normal "Personal Profiling", conduct additional check on the User's suitability for investment and make judgments on adequacy to accept orders face to face at a Branch. The User acknowledges that he/she may not order the purchase of a mutual fund depending upon the result of the Profiling at the Branch.
5. If the User fails to submit personal identification documents etc. to SMBC Trust Bank at the time of establishing a general account for mutual funds or at the time of changing his/her address, name, or individual number, SMBC Trust Bank may decline to conduct said mutual fund transactions.
6. The quantity and number of transactions that can be applied with this service are limited to the quantity and number of times separately determined by SMBC Trust Bank.
7. The maximum number of times that the User may change his/her "Personal Profiling" answers shall not exceed the upper limit prescribed by SMBC Trust Bank.
8. SMBC Trust Bank shall not receive a change of address request via the Service for a user who has an account for mutual funds since personal identification documents are required in relation to the notice.

## **Article 7. Account Information Inquiry Service and Notification**

1. "The account information inquiry service" is a service providing account information such as balance inquiries, fund transfer payment details, deposit and withdrawal inquiries, transaction inquiries on service use accounts designated by users based on requests from terminals operated by the user. This service cannot be used for some accounts (e.g. loan details, mutual funds).
2. "The Reporting Request" is a service for making changes to content specified by the user regarding matters prescribed by SMBC Trust Bank, notably those matters reported to SMBC Trust Bank by users based on requests from user terminals.
3. "Viewing Service for the Bank Statement /Electric Delivery of Torihikizandaka-hokokusho(Account Information)" is a service for displaying on a terminal a list of details of transactions such as deposits in SMBC Trust Bank accounts upon request from a terminal operated by the user. Transactions available with "Viewing Service for the Bank Statement /Electric Delivery of Torihikizandaka-hokokusho" (hereinafter referred to as 'Covered Transactions') shall be limited to transactions specified by SMBC Trust Bank.  
Covered transactions and displayed details may change for various reasons.
4. If the User ID and Password entered by the user through the Terminal corresponds to the User ID and Password registered by the user, SMBC Trust Bank may deem said request to be a legitimate one from the user, and may finalize the request when the button to request the account information inquiry service and the button to request notification are clicked. SMBC Trust Bank shall not be liable for losses resulting from changes or cancellations by SMBC Trust Bank on the matter SMBC Trust Bank responded for the user inquiry due to grounds not attributable to SMBC Trust Bank.

## **Article 8. Release from Liability, Etc.**

1. SMBC Trust Bank shall only be held liable for the user's requests received by SMBC Trust Bank through the Terminal. SMBC Trust Bank shall not be held liable for any losses or costs in the following cases.
  - 1) When handling is delayed or became impossible due to failures in the means of communication such as failure of communications equipment, communication lines, or computers etc., irrespective of the corresponding safety measures taken by SMBC Trust Bank and the operating body of the joint system with other financial institutions.
  - 2) When errors, delays, or omission etc. occur in information transmitted by SMBC Trust Bank, irrespective of the corresponding safety measures taken by SMBC Trust Bank and the operating body of the joint system with other financial institutions.
2. If wiretapping or illegal access of public or dedicated telephone lines or internet, etc. results in the divulgence of a User's ID, One Time Password, or information regarding transactions, SMBC Trust Bank shall not be held liable for any associated losses, damage, or costs and expenses caused to the user, except in cases provided in Article 9 of Online Transactions Terms and Conditions. However, with regard to the responsibility of SMBC Trust Bank for losses resulting from theft of a password or the like leaked as in the above, SMBC Trust Bank is able to respond to requests for compensation in accordance with Article 9 of Online Transactions Terms and Conditions.
3. SMBC Trust Bank and all of its affiliates or subsidiaries shall not be held liable except in the case of negligence on SMBC Trust Bank and all of its affiliates or subsidiaries for any loss, damage, or costs and expenses caused to the user due to delay or failure caused by access service providers or browsing software in providing the user with the services, or from any errors, delays, or omission etc. in information transmitted by SMBC Trust Bank and its affiliates or subsidiaries.
4. SMBC Trust Bank and all of its affiliates or subsidiaries shall not guarantee that information provided by the SMBC Trust Bank and all of its affiliates or subsidiaries in connection with the Services is correct, complete, or adequate. If any such information so provided proves to be incorrect, incomplete, or inadequate in any respect, the SMBC Trust Bank and all of its affiliates or subsidiaries shall not be held liable except in the case of negligence on SMBC Trust Bank and all of its affiliates or subsidiaries for any loss, damage, or costs and expenses caused to the User therefrom.
5. SMBC Trust Bank and all of its affiliates or subsidiaries shall not be held liable except in the case of negligence on SMBC Trust Bank and all of its affiliates or subsidiaries for any loss, damage, or costs and expenses caused to the User arising from computer viruses or disturbances, etc. in relation thereto.
6. SMBC Trust Bank and all of its affiliates or subsidiaries shall not be held liable except in the case of negligence on SMBC Trust Bank and all of its affiliates or subsidiaries for any loss, damage, or costs and expenses caused to the User arising from or in connection with the use of the Services.
7. In the event that SMBC Trust Bank terminates the Services agreement pursuant to Article 10, Paragraph 2, User shall be liable for any loss or damage, or costs and expenses, and SMBC Trust Bank shall not be liable except in the case of negligence on SMBC Trust Bank for any loss or damage, or costs and expenses incurred by the User, in connection with the termination.

## **Article 9. Withdrawals by Unauthorized Use of Passwords, etc.**

1. In the event that the User ID, Password, One Time Password or T-PIN etc. ("the Passwords") are stolen and a Withdrawal, etc. is unlawfully made by a third person by unauthorized use of the Passwords, the User may make a claim to SMBC Trust

Bank to compensate for damages which he/she incurs and which shall be equivalent to the amount of the Withdrawal, etc. (including withdrawals and Overseas Remittances for fund transfers) if :

- (1)the User notifies SMBC Trust Bank that the Passwords are stolen or withdrawals by unauthorized use forthwith upon his/her recognition thereof;
  - (2)the User makes sufficient explanation to SMBC Trust Bank about the case upon its investigating the case; and
  - (3)the User provides SMBC Trust Bank with an evidence to enable SMBC Trust Bank to confirm the fact by which SMBC Trust Bank will be able to surmise that the Passwords are stolen, or cooperates with SMBC Trust Bank to file with the police a report of damage.
2. In the event that the claim of compensation is filed with SMBC Trust Bank pursuant to the preceding Paragraph 1, and when the User did not commit willful misconduct with respect to the relevant Withdrawal, etc. and is not negligent for the unlawful Withdrawal, etc. such as when the User took security measures for a terminal and managed the Passwords properly, SMBC Trust Bank will compensate for damage which the User incurs and which is equivalent to the amount of the unlawful Withdrawal, etc. (including charges and accrued interest, collectively the "Compensation Amount") made during the period not earlier than thirty (30) days prior to the User's notifying SMBC Trust Bank that the Passwords have been stolen (In case the User proves that an unavoidable event or circumstances disabled the User to notify SMBC Trust Bank during the 30-day period due to the circumstances such as that the User could not recognize the Passwords had been stolen within 30 days from the date of the theft of the Passwords or, in case such date is not known, the date on which an unlawful Withdrawal, etc. was made with the Passwords, such number of days during which such an event or circumstances continue shall be included in the 30-day period. SMBC Trust Bank will investigate to determine the date on which the first unlawful Withdrawal etc. was made). (SMBC Trust Bank may pay part of the "Compensation Amount" at SMBC Trust Bank's discretion even in the case the User is not free of negligence.)
3. Neither of the preceding two Paragraphs shall apply to the case where the notification referred to in (1) of the preceding Paragraph 1 is made after lapse of two years from the date on which the Passwords are stolen (or, in case such date may not be specified, the date on which a Withdrawal, etc. is unlawfully made for the first time by unauthorized use of the passwords).
4. Notwithstanding the preceding three Paragraphs, SMBC Trust Bank will not compensate for damage which the User incurs if SMBC Trust Bank proves that:
- (1)upon the relevant Withdrawal, etc., SMBC Trust Bank did not recognize, and committed no negligence in not recognizing, that the Withdrawal, etc. was made by unauthorized use of passwords and if: (i) unauthorized use of passwords was conducted by the User's spouse, a relative within the second degree, a relative or other person living with the User or a servant for housekeeping (such as a homemaker engaging in the whole of household matters); or (ii) the User made, upon explanation to SMBC Trust Bank about the circumstances concerning damage, a false explanation about a material matter;
  - (2)unauthorized use of passwords under cover of, or in connection with, extreme social disorder such as war, riot and disaster.
5. If SMBC Trust Bank has already reimbursed the User for the deposit (the "Subject Deposit") that was used for unauthorized withdrawal, etc., SMBC Trust Bank will not accept a claim for compensation under the preceding Paragraph 1 to the extent of the amount already reimbursed. Further, if the User has received loss compensation or return of unjust enrichment from the party that has improperly withdrawn or other third party, SMBC Trust Bank will not accept the same to the extent of the amount already reimbursed.
6. If SMBC Trust Bank has already compensated under Paragraph 2, the User will lose the right to make a claim of the compensation to the extent of the amount already compensated.
7. If SMBC Trust Bank has already compensated under Paragraph 2, SMBC Trust Bank shall obtain the right to claim for loss compensation or unjust enrichment against the party that has improperly withdrawn, etc. by theft of password, etc. or other third party.

#### **Article 10. Suspension of the Services**

1. SMBC Trust Bank may suspend or cancel the use of the Services at any time for any reasons of its own.
2. When any of the items below applies and when it is inappropriate to continue with the Services to the User, SMBC Trust Bank shall suspend the Services or, upon giving a notice to the User, terminate the Services. In cases where SMBC Trust Bank terminates the Services by notice, if SMBC Trust Bank sends a notice of termination to the contact information that the User has reported to SMBC Trust Bank, such notice shall be deemed to arrive at the User at the time when delivery would normally occur, and the Services will be terminated at the time, regardless of whether notice is delayed or is not delivered due to the fault of the User.
  - (i) When it has become clear that the User made false statements with regard to representations and warranties at the time of application for account opening.
  - (ii) In case the User has been found out to fall under any of the categories of Boryokudan (organized crime: Organizations that encourage its members to engage collectively or habitually in violent, unlawful, etc., acts), Boryokudan-in (members of

organized crime: Members of Boryokudan), Boryokudan jun kouseiin (quasimembers of Boryokudan: Parties who maintain relationships with, cooperate with, or engage in the maintenance or operation of Boryokudan by providing funds, weapons, etc., to Boryokudan or members of Boryokudan, but who are not themselves members), Boryokudan kankei kigyō (organized crime-related companies: Companies run by members of Boryokudan, quasimembers, or former members of Boryokudan, that maintain relationship with, cooperate with, or engage in the maintenance or operation of Boryokudan by providing funds to Boryokudan or by other means, or those companies that actively use Boryokudan in doing business, etc., and cooperate in the maintenance or operation of Boryokudan), Sokaiya etc. (corporate racketeers: Sokaiya, Kaisha goro (corporate racketeers) and others who may potentially engage in violent, unlawful, etc., acts in an effort to seek illicit benefits from civil society and may threaten the safety of civil life), Shakai undo etc. hyobo goro (those forces claiming to be social movements: Groups or individuals who disguise themselves as/claim to be social movements or political activities and may potentially engage in violent, unlawful, etc., acts to seek illicit benefits from civil society and may threaten the safety of civil life), Tokushu chino boryoku shudan etc. (special intellectual violent organizations: Groups or individuals, except those listed above, who use Boryokudan or their relationships with Boryokudan to engage in violent, unlawful, etc., acts in an effort to seek illicit benefits from civil society and may threaten the safety of civil life), or their equivalents (hereinafter collectively "Boryokudan-in etc."), or fall under any of the following categories:

- A. To have a relationship in which it is deemed that Boryokudan-in etc. holds control over the management;
- B. To have a relationship in which it is deemed that Boryokudan-in etc. is effectively involved in the management;
- C. To have a relationship in which it is deemed that the User uses Boryokudan-in etc. unjustifiably, such as for the purpose of ensuring unjustified benefits to himself/herself, his/her company or a thirdparty, or for the purpose of inflicting harm to a third-party;
- D. To have a relationship in which it is deemed that the User is engaged in providing funds etc. or benefits to Boryokudan-in etc.;
- E. To have a relationship in which an executive officer or a person effectively participating in the management is connected with Boryokudan-in etc. in a socially reprehensible way.

(iii) In case the User is engaged in any of the following acts directly or by utilizing a third-party:

- A. Violent demand;
- B. Unjustified demand beyond the legal liability;
- C. Intimidating act or use of violence in transactions;
- D. Act of damaging the Bank's credit or obstructing the Bank's business by spreading false information, using fraudulent means or exercising force;
- E. Other acts equivalent to A through D above.

3. In addition to the cases set forth in the preceding Paragraph, SMBC Trust Bank may, at its own discretion, terminate the Services with a rational reason when it determines that the Services should be terminated.

4. The User may suspend use of the Services by giving prior notice thereof to SMBC Trust Bank. Furthermore, all service will be canceled when a Yen savings account (an application representative account) is canceled.

5. If any of the following applies to the user, SMBC Trust Bank may, without any notice, immediately cancel or suspend its provision of the services to the user. Furthermore, SMBC Trust Bank will cancel suspension of use of the service if the original grounds for suspension cease to exist.

If SMBC Trust Bank has already accepted requests for transactions at the time of cancellation based on the following item (i) to item (v) or suspension of use, SMBC Trust Bank will process the transactions in accordance with this provision and related laws and regulations.

- (i) When the User violates any provision hereof or it is deemed that the User intends to use the Services for an unauthorized transaction, or another event occurs which reasonably necessitates SMBC Trust Bank's cancellation or suspension of the Services;
- (ii) When the User fails to pay basic charges for the Services payable to SMBC Trust Bank, or perform all or part of his/her debts owed to SMBC Trust Bank;
- (iii) When there is a petition to stop payment or to start bankruptcy or civil rehabilitation proceedings, or a motion to commence bankruptcy proceedings to be established in the future
- (iv) When inheritance proceedings for the User commence; or
- (v) When the location of the user becomes unknown to SMBC Trust Bank due to the user failing to notify SMBC Trust Bank of change of address (vi) When this service is used for any act contrary to laws and ordinances, public order, and good morals, or there is a fear that this may occur.

**Article 11. Amendments to Terms and Conditions**

1. SMBC Trust Bank may voluntarily amend the Service hours, fees and other contents of the Services, as well as these Terms and Conditions, without giving prior notice to the user as of the date designated by SMBC Trust Bank. If the user raises any objections to such changes, SMBC Trust Bank may cancel or suspend its provision of the Services hereunder, without giving prior notice to the user.
2. All matters arising under or relating to the PRESTIA Online Transactions Terms and Conditions shall be construed in accordance with the laws of Japan. The Tokyo District Court shall have exclusive jurisdiction over any and all lawsuits brought in connection with all matters arising under or relating to the Customer Agreements.

All the terms and conditions set out in PRESTIA Online Transactions Terms and Conditions shall become effective as of November 24, 2020.