PRESTIA MOBILE TRANSACTIONS TERMS AND CONDITIONS

“PRESTIA Mobile” shall mean the banking services provided by SMBC Trust Bank via smartphone terminals provided by SMBC Trust Bank upon the request of the depositor via smartphone terminals (the “User” in these PRESTIA Mobile Transactions Terms and Conditions), and shall be handled in accordance with the General Agreement and these PRESTIA Mobile Transactions Terms and Conditions (the "General Agreement and these PRESTIA Mobile Transactions Terms and Conditions"). If there is any discrepancy between the provisions of the General Agreement and those of the Mobile Transactions Terms and Conditions, the latter shall prevail.

Article 1. Services

1. Various transactions or information provision services, etc. provided by PRESTIA Mobile shall be referred to as the "Services" hereunder and the content thereof shall be determined by SMBC Trust Bank.
2. The User shall be a person who has an Account of the type as determined by SMBC Trust Bank. The User shall use the Services at his own discretion and on his own responsibility upon fully understanding the contents hereof and understanding and agreeing to the contents of any risk involved in the use of 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 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.
2. Notwithstanding the immediately preceding paragraph, in the 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 will not accept any transactional amount which exceeds the limit of use as determined by SMBC Trust Bank.

Article 4. Password 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 transaction 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. Furthermore, some parts of this service may require entry of additional One Time Passwords. For the use of the Services from the second time onwards, the User shall input User ID and Password.
2. SMBC Trust Bank shall handle the service that 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 some part of this service.
3. SMBC Trust Bank shall not be held liable except the cases provided in Article 8, 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 other expenses arising 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 is not input 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 immediately 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 and 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.
2. (1) “Transfer I” is defined as the Transfer of funds between accounts held in the same name and between Branches.
3. (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 financial institution other than SMBC Trust Bank if the designated account for deposit and the designated account for withdrawal are registered under different names.
4. Upon receipt of a funds transfer, SMBC Trust Bank will charge its prescribed commission (including consumption tax).
5. (3) “Overseas Remittance” is defined as the Transfer of foreign currency-denominated 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 to a registered account for deposit at a domestic financial institution other than SMBC Trust Bank if the designated account for deposit differs from the designated account for withdrawal.
6. Upon receipt of a funds transfer, SMBC Trust Bank will charge its prescribed commission (including consumption tax).

(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 (“Requests”) 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 I and Overseas Remittance Request Procedures

(1) The User may make a Request for Transfer I and Overseas Remittance only during the time prescribed by SMBC Trust Bank. However, when a request for transfer or Overseas Remittance is confirmed after the time limit specified by SMBC Trust Bank, procedures for transfer and overseas remittance will be carried out in 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, 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, and the amount to be transferred. When a request is made according to the Instructions, the request 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, SMBC Trust Bank will carry out the procedure according to the method prescribed by SMBC Trust Bank on the day of the request.

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 Request’ button, the request for 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, SMBC Trust Bank will complete the transfer or overseas remittance 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 notification does not arrive due to a communications failure or the like, the user is required to refer to SMBC Trust Bank.
6. Cancellation of Requests for Transfer I, Transfer II and Overseas Remittance

In the following cases, SMBC Trust Bank will treat a Transfer I, Transfer II, or Overseas Remittance as canceled, and irrespective of the various provisions concerning the designated account for withdrawal, after the transaction request is confirmed, the User may not be able to change or cancel the procedure provided in Paragraph 6 of this Article.

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

After confirming a Transfer 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 contractor 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 time which has been specified 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 or 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.

In addition, if the destination financial institution has already been informed of the transaction or the contents of the Instruction and the contents of said account, SMBC Trust Bank shall 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 or 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.

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

(1) If a Request for Transfer I, which has once been confirmed pursuant to Paragraph 3 of this Article, needs to be cancelled, 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, 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 user shall respond promptly.

7. Debiting of Transfer I, Transfer II, 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 (including consumption tax), transferred funds, overseas remittances, and overseas remittance fees and various expenses or fees prescribed by SMBC Trust Bank (including consumption tax), 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 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 consumption tax, automatic withdrawal charge and overdraft). 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 withdrawal account 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. Account Information Inquiry Service

1. “The account information inquiry service” is a service providing account information such as balance inquiries, fund transfer payment details, deposit and withdrawal inquiries on service use accounts designated by users based on requests from terminals operated by the user. This service cannot be provided for 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.
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 pursuant to Article 9, Paragraph 2, the User shall be liable for any loss or damage, or costs and expenses. If SMBC Trust Bank terminates the Services 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. of the User is stolen or withdrawn by unauthorized use forthwith upon his/her recognition thereof;

2. (the Passwords) are stolen and a Withdrawal, etc. is unlawfully made for the first time 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:

(i) the User notifies SMBC Trust Bank that the Passwords are stolen or withdrawn by unauthorized use forthwith upon his/her recognition thereof;

(ii) the User makes sufficient explanation to SMBC Trust Bank about the case upon its investigating the case; and

(iii) 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 User incurs damage directly or by reason of the fact that SMBC Trust Bank has not maintained relationship 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. Notwithstanding the preceding three Paragraphs, SMBC Trust Bank will not compensate for damage which the User incurs if SMBC Trust Bank proves that:

(i) 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; (ii) 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 (iii) the User made, upon explanation to SMBC Trust Bank about the circumstances concerning damage, a false explanation about a matter material;

4. 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 requested all loss compensation or the 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.

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 requested all loss compensation or the 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 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 requested all loss compensation or the return of unjust enrichment from the party that has improperly withdrawn, etc. by theft of password, etc. or other third party.
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) An inheritance commences.

(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.

6. <Deleted>

Article 10. Amendments to Terms and Conditions

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.

All the terms and conditions set out in PRESTIA Mobile Transactions Terms and Conditions shall become effective as of October 1, 2019.