

## TERMS AND CONDITIONS OF GLOBAL PASS MEMBERSHIP

### **CHAPTER I MEMBERSHIP QUALIFICATION**

#### **Article 1 Purpose**

These Terms and Conditions set forth the rules regarding GLOBAL PASS (the “**Card**”), a cash card with debit card functions issued by SMBC Trust Bank Ltd. (the “**Bank**”) that integrates the following functions into one card: (i) Visa debit function, (ii) a cash card function for a savings account with the Bank (“**Cash Card Function**”), (iii) J-debit card function (“**J-Debit Card Function**”), (iv) iD function, and (v) other functions separately set forth in the Special Provisions. The Bank’s terms and conditions related to deposit accounts apply to the Card, the Terms and Conditions for SMBC Trust Bank Banking Card (the “**Terms and Conditions for Banking Card**”) shall apply to the Cash Card Function, and the Terms and Conditions for SMBC Trust Bank J-Debit Card Transactions (the “**Terms and Conditions for J-Debit Card Transactions**”) shall apply to the J-Debit Card Function.

#### **Article 2 Members**

**2.1** A “**Principal Member**” shall be an individual (if the individual is a minor, that individual must fulfill the standards prescribed by the Bank) who has made an application to the bank having acknowledged and agreed to the Bank’s terms and conditions related to deposit accounts, the Terms and Conditions for Banking Card, the Terms and Conditions for J-Debit Card Transactions, and these Terms and Conditions, and who has opened a savings account and a PRESTIA MultiMoney savings account with the Bank, and who is considered eligible by the Bank. The type of deposit account that can be designated as an account to settle any amounts payable to Merchants (the “**Amount Charged on Card**”) set forth in Article 3 using the Card (the “**Designated Account**”) shall be limited to the account type prescribed by the Bank.

**2.2** A “**Family Member**” shall be a person (if the person is a minor, that person must fulfill the standards prescribed by the Bank) who is a family member of a Principal Member, who is designated by that Principal Member as an agent of the Principal Member, and who has consented to bear all responsibilities set forth in these Terms and Conditions (not including those responsibilities that apply only to the Principal Member) and made an application for a Family Card (as defined in Article 7) and is approved by the Bank.

**2.3** The Principal Member and any Family Members are collectively referred to as “**Members.**”

**2.4** All Family Members will automatically lose their membership qualification upon the Principal Member’s losing his or her membership qualification due to cancellation or for any other reason.

**2.5** In the event that a Principal Member withdraws or cancels the designation of a Family Member as an agent, the Principal Member shall notify the Bank in the manner prescribed in Article 28.4, and the Principal Member may not assert against the Bank that the Family Member’s rights as an agent have extinguished prior to such notification.

**2.6** Any agreement between a Principal Member and the Bank will come into effect if the Bank accepts the application for membership.

**2.7** Any Member who is a minor shall obtain the consent of a person who has parental authority over that minor regarding use of the Card.

**2.8** Any Member who is a minor may not use the Card if any Merchant has set age restrictions for the purchase of goods or provision of services, and if his or her age is less than the minimum age restriction.

**2.9** All Family Members shall obtain the consent of the Principal Member regarding use of the Card.

### **Article 3 Scope of Application**

These Terms and Conditions shall apply to any transaction under which the Bank settles an amount equivalent to the liability incurred by any Member (each a **"Trade Payable"**) via an International Partner (as defined below) when the Member purchases goods or receives provision of services (including any withdrawal in any local currency from an overseas ATM (as defined below); each a **"Purchase Transaction"**) at any of the following (each, a "Merchant") by debiting that amount from the account with the Bank in the name of the Member, filed in advance as a Designated Account (collectively, the **"Services"**): (i) a merchant with whom the Bank has executed a merchant agreement; (ii) an organization that the Bank joins or is affiliated with (including Visa Worldwide Pte. Limited and NTT DOCOMO, INC.; an **"International Partner"**); (iii) a financial institution, credit company, or settlement processing company affiliated with an International Partner (collectively, **"Credit Card Partners"**); (iv) a branch or facility (including any shopping website) with whom a Credit Card Partner has executed a merchant agreement; or (v) any automatic teller machine (an **"ATM"**; these Terms and Conditions shall, in relation to overseas ATMs, prevail over any provisions that conflict with the Terms and Conditions for Banking Card or any provisions not stipulated in the Terms and Conditions for Banking Card) that is administered by a financial institution affiliated with an International Partner (an **"Overseas Bank"**). A transaction carried out via Visa Worldwide Pte. Limited, an International Partner, is referred to as a **"Visa Debit Transaction"** and a transaction via NTT DOCOMO, INC. is referred to as an **"iD Contactless Payment Transaction."** Article 18 through Article 20 shall apply to the method of settlement and notifications of the amount used.

### **Article 4 Purpose of Making Transactions with the Card**

Members may use the Card to pay for living expenses within the scope of the spending limits set forth in Article 10 in accordance with the method of use set forth in Article 16. Any withdrawals made through an overseas ATM are limited to the extent that they cover the costs incurred by the Member while staying overseas (such as accommodation expenses, transportation expenses, food and beverage expenses, any other expenses for food, clothing, or shelter, and the cost for purchasing personal effects or souvenirs, tuition, or medical expenses).

### **Article 5 Changes, Etc. to Registered Information**

**5.1** If there are any changes in the name, address, phone number, email address, occupation, employer details, or any other similar matters registered with the Bank (collectively, **"Registered Information"**), the Member shall notify the Bank of the changes without delay in the manner prescribed by the Bank.

**5.2** If any Member wishes to change his or her name or PIN (which hereinafter means a PIN for a Visa Debit Transaction and iD Contactless Payment Transaction), or if the Bank considers it necessary to make such a change, the Member shall register that change with the Bank without delay by filling out and submitting the notification form prescribed by the Bank, together with the Card set forth in Article 7 if required by the Bank. The Bank will not be responsible for any disadvantage or damage incurred by the Member in connection with unavailability of the Card until a new card is issued, unless the disadvantage or damage incurred is due to negligence on the part of the Bank.

**5.3** Even in the event that a notification set forth in Article 5.1 or 5.2 has not been made, if the Bank reasonably determines that there has been a change in the Registered Information based on personal information or any other information obtained by the Bank through lawful and appropriate means, the Bank may treat such change as having been notified to the Bank as set forth in Article 5.1 or 5.2. Members may not raise any objections to any such treatment by the Bank.

**5.4** If any notice, document or other material sent from the Bank arrives late or does not arrive

because any Member failed to notify the Bank of changes in his or her Registered Information as set forth in Article 5.1 or 5.2, such notices or documents will be deemed to have been received by the Member at the time such notices or documents should have normally been received. However, this provision will not apply in the event that such notification is not filed due to any reason not attributable to the Member.

**5.5** If the Bank reasonably suspects that any Member constitutes a person set forth in Article 27.1(6) or Article 27.1(7), the Bank may investigate the relevant matters and request the Member to submit any materials as necessary, and the Member shall comply with the request.

**5.6** Members shall acknowledge in advance that they cannot change the Designated Account for the Card or the card design.

**5.7** Members shall acknowledge in advance that the Bank may change the card design without notice as it deems necessary.

## **Article 6 Changes to these Terms and Conditions and Consent to Changes**

**6.1** Each provision of these Terms and Conditions and any other terms or conditions may be changed by displaying such changes at branches of the Bank, publishing them on the Bank's website, or announcing them in any other reasonable manner, in the event that such changes are deemed appropriate in light of any changes in financial situation, laws and ordinances, or other circumstances, or for any other appropriate reason.

**6.2** Any changes set forth in Article 6.1 will come into effect on the day when a reasonable period of one month or more as prescribed in the announcement has passed.

## **CHAPTER II MANAGEMENT OF THE CARD**

### **Article 7 Lending and Handling of the Card**

**7.1** The Bank will issue and lend to each Member a physical card (the "**Physical Card**") on which the Member's name, the card number, card expiration date, etc. (the "**Card Information**") are printed. A Physical Card lent to a Family Member is referred to as a "**Family Card**."

**7.2** Each Member shall affix his or her signature on the signature line of the card immediately upon receipt of the card from the Bank. Members shall, even after the Card is issued, comply with the confirmation procedures pertaining to the Registered Information (as defined in Article 5.1) if requested by the Bank.

**7.3** Ownership of the Physical Card belongs to the Bank, and the Physical Card and any Card Information pertaining to the Card may not be used by any person other than the Member whose name is printed on the Physical Card.

**7.4** Members shall use, store, and manage the Card with the due care of a good manager. Members may not lend, assign, or pledge the Card to, or lodge or deposit it with any other person, and may not cause any other person to use or transfer possession of the Card for any reason whatsoever.

**7.5** Use of the Physical Card or Card Information of a Family Card by any Family Member will be considered use by that Family Member as an agent of the Principal Member, and any Trade Payable based on such use of the Physical Card or Card Information shall belong to the Principal Member. In such case, the Family Member shall consent in advance to the Bank's disclosure to the Principal Member of the usage details and status of the Family Card if the Principal Member makes an inquiry with the Bank about the usage details, status, etc. of the Family Card.

**7.6** In addition to complying with these Terms and Conditions himself/herself, the Principal Member shall cause the holders of Family Cards to also comply with these Terms and Conditions, and such Principal Member shall be liable for any damage incurred as a result of the Member's breach of these Terms and Conditions (including, without limitation, damage in connection with a breach of Article 7.3 or

7.4).

**7.7** If any Member breaches Article 7.3 or 7.4 when using, storing, or managing the Card, and the Card was fraudulently used due to reasons arising out of such breach, the Member shall be liable to pay the entire Amount Charged on Card.

**7.8** The Card will be issued by the Bank or a third party delegated by the Bank.

#### **Article 8 Expiration Date of the Card**

**8.1** The expiration date of the Card shall be designated by the Bank and it shall be the last day of the month indicated on the face of the Physical Card. However, if the Services cease to be provided before the expiration date, the Card may expire upon the termination of the Services.

**8.2** If any Member does not request to cancel the Card in the manner prescribed by the Bank no later than two months before the expiration date, and the Bank continues to accept the Member as a member, the Bank will send the Member a new card. The Member shall immediately cut up and destroy the expired Physical Card. The Bank might not issue a new card if there is no settlement by the Member of the Amount Charged on Card for a certain period as set forth by the Bank.

**8.3** These Terms and Conditions shall apply even after the expiration date of the Card to any payments that were made using the Card prior to its expiration.

#### **Article 9 PIN for the Card**

**9.1** The Bank shall register each Member's requested PIN for the Card in the prescribed manner. The Member may not register certain prohibited number combinations prescribed by the Bank as his or her PIN. The Bank may register a Member's PIN under Article 2 of the Terms and Conditions for Banking Card as the Member's PIN for the Card as necessary and without any request from the Member.

**9.2** The Member shall manage his or her PIN with the due care of a good manager to ensure that it is not discovered by any third party. If the registered PIN is used when using the Card, the Member shall be liable to pay the entire liability arising as a result thereof, unless the Bank is responsible for such use.

**9.3** The Member shall accept in advance that the Card must be reissued in accordance with the provisions of Article 11 if he or she changes the PIN for the Card.

#### **Article 10 Spending Limits on the Card**

**10.1** The Card may be used for shopping and overseas ATM withdrawals within the deposit balance of the Designated Account and up to the maximum amount for shopping and overseas ATM withdrawals ("**Spending Limits**") set forth in Article 10.2. However, Members shall acknowledge in advance that this Card may be used in excess of the deposit balance of the Designated Account in the event that the Member uses the Card during times when any system is down (due to maintenance of the transaction system for the Card or the like), the Member does not follow the procedures set forth in Article 18.1, or the Final Amount under Article 18.3 exceeds the Reserved Amount under Article 18.1.

**10.2** Members shall acknowledge in advance that the Bank may set the following limits for use of the Card for domestic or international shopping or overseas ATM withdrawals: (i) a spending limit per transaction, (ii) a cumulative spending limit per day, and (iii) a cumulative spending limit per month. The base day for setting the limit for shopping and overseas ATM withdrawals shall be a period of 24 hours starting at midnight (Japan Standard Time) and ending at midnight (Japan Standard Time) on the following day, and the base month also starts at midnight (Japan Standard Time) on the first day of the month and ends at midnight (Japan Standard Time) on the first day of the following month. The Bank shall announce on its website or in any other prescribed manner the maximum amount for shopping and overseas ATM withdrawals.

**10.3** Members may make a request in the manner prescribed by the Bank to change the maximum amount for shopping and overseas ATM withdrawals set forth in Article 10.2, and the maximum amount for shopping and overseas ATM withdrawals may be changed if considered appropriate by the Bank.

**10.4** Notwithstanding the provisions of the Terms and Conditions for Banking Card, this Article shall prevail with respect to the maximum amount for overseas ATM withdrawals.

#### **Article 11 Card Reissuance**

**11.1** If the Card is lost, stolen, damaged, or destroyed and the Member submits a notice prescribed by the Bank, and if the Bank considers it appropriate, the Bank will reissue the Card. In such case, the Member shall pay the card reissuance fee prescribed by the Bank.

**11.2** If the Bank reissues the Card in accordance with the provisions of Article 11.1, the Member shall acknowledge in advance without objection that the Member's name, card number, card expiration date, etc. for the Card (the "**Card Data**") may be changed from the previous Card Data.

**11.3** If any Member applies for reissuance of the Card, the Member shall be responsible for destroying the previously used card (by cutting up the magnetic stripe and IC chip), and the Bank shall not be liable for any damage incurred by the Member as a result of his or her failure to do so.

#### **Article 12 Lost, Stolen, or Forged Card**

**12.1** If the Card or the Card Data is fraudulently used by a third party through loss, theft, fraud, or embezzlement (collectively, "**Loss or Theft, Etc.**") (this Article and Article 13 do not apply to withdrawals through domestic ATMs, J-Debit card transactions, and bank transfers that occurred through fraudulent use of the Card by any third party, in which case the Terms and Conditions for Banking Card will apply), the Member shall be liable for the entire amount payable arising from such use of the Card or the Card Data.

**12.2** If Loss or Theft, Etc. of the Card or the Card Data has occurred, the Member shall promptly notify the Bank to that effect and report the Loss or Theft, Etc. to the nearest police station. The Bank may ask the Member to submit a separate written notice to the Bank.

**12.3** The Member will not be liable to pay any Amount Charged on Card spent with a forged card. In such case, the Member shall cooperate with the investigation of the damage, situation, etc.

**12.4** Notwithstanding Article 12.3, the Member shall be responsible to pay the entire Amount Charged on Card spent with a forged card if such use of the forged card is through the Member's willful misconduct or negligence.

**12.5** The Member shall acknowledge in advance that the Bank may invalidate the Card at its discretion if it determines that the Card may have been fraudulently used for reasons that have come to the attention of the Bank (such as cases where a third party has found a lost Card).

#### **Article 13 Member Indemnification Program**

**13.1** Notwithstanding the provisions of Article 12.1, in the event that Loss or Theft, Etc. of the Card or the Card Data occurs and the Card or the Card Data is fraudulently used by a third party, and the Member reports the Loss or Theft, Etc. to the police and the Bank in accordance with Article 12.2, the Bank will indemnify the Member for any damage incurred by the Member due to the fraudulent use of the Card.

**13.2** The maximum amount that will be indemnified by the Bank will be 5,000,000 yen per year for the Principal Member and his or her Family Members altogether.

**13.3** The indemnification period will be a period of one year from the issue date of the card and will be automatically renewed on an annual basis.

**13.4** Notwithstanding the provisions of Article 13.1 through 13.3, the Bank will not be liable to

indemnify for any damage if:

- (1) the damage was caused by reasons attributable to the Member's willful misconduct or negligence;
- (2) the damage was incurred outside of the indemnification period;
- (3) the damage was caused due to reasons attributable to fraudulent use by the Member's family or cohabitants, or an agent who was to receive the Card sent from the Bank;
- (4) the Member failed to fulfill his or her obligations set forth in Article 13.5;
- (5) the report of the Loss or Theft, Etc. or of any damage is false;
- (6) the damage involves transactions requiring the entry of a PIN for shopping or overseas ATM withdrawals or the damage was caused in connection with shopping using the Online Authorization Service set forth in the GLOBAL PASS Membership Web Service Special Provisions (however, this provision will not apply if the Bank determines that there was no willful misconduct or negligence on the part of the Member with regard to the management of the PIN registered with the Bank; and damage may not be indemnifiable if the Member does not register with the Online Authorization Service);
- (7) the damage was incurred not less than 61 days prior to the date on which the Bank received the notice of Loss or Theft, Etc. under Article 12.2;
- (8) the damage was caused by Loss or Theft, Etc. during significant disruption of order due to war, earthquake, etc.; or
- (9) the damage was due to use of the Card in breach of these Terms and Conditions.

**13.5** When requesting the Bank to indemnify the Member for any damage, the Member shall submit to the Bank, in the manner prescribed by the Bank, documents that the Bank considers necessary for indemnification for damages within 30 days from the date on which the Member becomes aware of the occurrence of damage, and the Member shall cooperate in the investigation of the damage, situation, etc.

**13.6** Notwithstanding the provisions of the Terms and Conditions for Banking Card, this Article shall prevail with respect to indemnification for overseas ATM withdrawals.

#### **Article 14 Suspension of the Card**

**14.1** The Bank may temporarily prevent any Member from using the Card for shopping and/or ATM withdrawals if the Bank detects suspicious card activity (for example, the Member intends to purchase products that can be easily converted to cash, such as precious metals or cash vouchers, continuously in a short period of time; the Member frequently intends to withdraw money from any ATM in a short period of time; or the Bank determines that the Member's actions are, or are likely to be, actions prohibited under Article 7.4) or due to circumstances such as the Member's payment status of the Amount Charged on Card (for example, the Bank is unable to debit the amount from the Designated Account set forth in Article 22).

**14.2** The Bank may withhold or refuse the use of the Card for shopping and/or ATM withdrawals without prior notice to Members if the Bank determines that there is a possibility that the Card or the Card Data has been fraudulently used by a third party. In such case, the Bank may request Merchants to cancel any sale and purchase transactions without prior notice to Members.

**14.3** The Bank may temporarily suspend the Card for shopping and/or ATM withdrawals, or collect the Physical Card through any Merchant or any ATM if the Bank believes that any Member is in breach of, or is likely to be in breach of, these Terms and Conditions (including any breach of the purpose of making transactions set forth in Article 4) or if it detects any suspicious card activity. The Member shall comply with any request for collection of the Physical Card without objection if requested to do so by any Merchant.

**14.4** If the Bank believes that any Member's actions constitute, or are likely to constitute, an act set forth in Article 14.1 through 14.3, the Bank may request the Member to present the Card and personal identification and other documents to the Bank in the manner prescribed by the Bank, and the Member shall comply with the Bank's request.

**14.5** The Bank may, if considered necessary by the Bank pursuant to the Act on Prevention of Transfer of Criminal Proceeds or other reasons, request any Member to submit or file documents designated by the Bank, and may restrict the use of the Card in countries or regions where the systems related to the same Act are not sufficiently established.

#### **Article 15 Supplemental Services, Etc.**

**15.1** Members may use supplemental services and benefits of the Card (collectively, the "**Supplemental Services**") provided by the Bank. Supplemental Services available to Members and the details thereof will be separately notified by the Bank to Members or will be posted on the Bank's website.

**15.2** If there are rules or the like governing the use of Supplemental Services, Members shall comply therewith and acknowledge in advance that the Supplemental Services may not be available.

**15.3** Members shall acknowledge in advance that the Bank may change the Supplemental Services or details thereof if deemed necessary by the Bank.

**15.4** If any Member's membership qualification is cancelled pursuant to Article 27 or if the Member withdraws his or her membership pursuant to Article 28, the Member will lose his or her right to use the Supplemental Services (including the benefits already obtained before the membership qualification cancellation or membership withdrawal).

### **CHAPTER III METHOD OF USING THE CARD AND PAYMENT METHODS OF AMOUNT**

#### **CHARGED ON CARD**

#### **Article 16 Use of the Card for Shopping and Overseas ATM Withdrawals**

##### **16.1 Available Merchants and Overseas ATMs**

Members may use the Card at the Merchants set forth in Article 3. However, Members should pay careful attention to the risk of theft or malicious use of Card Data or any other personal information, or forgery or alteration of sales slips when using the Card at Merchants.

##### **16.2 Procedures for Use at Merchants' Storefronts or Overseas ATMs**

When purchasing goods or otherwise engaging in transactions, Members may engage in sale and purchase transactions by presenting the Card to Merchants, have the terminals equipped with functions related to Visa Debit Transactions or iD Contactless Payment Transactions ("**Terminals**") read the Card Information, and affixing the same signature as the one on the Card on the prescribed sales slip for Visa Debit Transactions and without affixing any signature for iD Contactless Payment Transactions. However, if any Merchant believes that the signature on the sales slip is not the same signature as the one on the back of the Card, the Member may not use the Card. At any Merchant where the Bank considers it appropriate, the Member may engage in transactions without affixing his or her signature to the sales slip, or by entering his or her PIN using a Terminal in lieu of or in conjunction with affixing his or her signature or in any other similar way that the Bank considers appropriate. The Member shall insert the Card into any overseas ATM and enter his or her PIN to engage in withdrawal transactions at the ATM.

##### **16.3 Procedures for Use in Transactions by Mail, Fax, or Telephone**

In the event that any Member carries out transactions with any Merchant that is approved in advance by the Bank or other credit card company for conducting transactions by mail, fax, telephone, etc., the Member may, instead of presenting the Card, fill in the application form for the transaction with the Card

Information and the registered address and other relevant information, or by notifying the Merchant of the above matters by telephone, as a means of settlement of liabilities incurred by the Member through such transactions.

#### **16.4 Procedures for Use in Online Transactions**

In the event that any Member carries out transactions with any Merchant that is approved in advance by the Bank or other credit card company for conducting transactions online, such as through computer communications or the Internet, the Member may, instead of presenting the Card, send the Member's personal information such as the Card Information and the registered address and other relevant information online to the Merchant as a means of settlement of liabilities incurred by the Member through such transactions. However, in principle, Members may not use the Card for financial services via the Internet at overseas Merchants (for example, purchasing overseas financial instruments, settlement of overseas FX and internet casino transactions, and small remittance services).

#### **16.5 Procedures for Use of IC Card**

The Card is equipped with an IC chip, and each Member shall enter his or her PIN using Terminals or other similar devices at Merchants designated by the Bank, instead of affixing his or her signature to the sales slip. However, the Member will be requested to use the Card in another manner in the event of a Terminal failure or in the event that other methods considered appropriate by the Bank are prescribed separately.

#### **16.6 Procedures for Use of the Card as a Means of Payment for Continuous Charges**

Members may, if considered appropriate by the Bank, use the Card as a means of paying the charges for communications services and any other charges that may arise continuously. In such case, the Member shall, at his or her own responsibility, register the Card Information with the Merchant in advance, and in the event of any change in the Card Information registered with any Merchant due to the renewal of the Card, or in the event that the Card becomes invalid due to withdrawal or cancellation of membership, the Member shall notify the Merchant to that effect and carry out the procedures to change the means of payment. In addition, the Member shall acknowledge in advance that, when considered necessary by the Bank, the Bank may, on behalf of the Member, notify the Merchant of any Card Data that has been changed or is invalid (including cases via a corporation other than the Bank with which the Merchant concludes a contract in order to enable payment using the Card).

**16.7** In principle, the use of the Card shall require the approval of the Bank, and in such cases, Members shall acknowledge in advance that the Bank will make inquiries with Merchants or the Member himself or herself about the use status of the Card and other information, depending on the transaction that the Member carries out, the type of products that the Member purchases, or the amount spent.

**16.8** Notwithstanding the provisions of Article 16.1, Members shall acknowledge in advance that the Card may not be usable at certain Merchants such as highway locations or certain hotels.

**16.9** Members shall acknowledge that the Card may not be usable due to maintenance, breakdowns, or failures or the like of systems, communication lines, or Terminals. The Bank shall not be liable in any way for any damage or whatsoever, suffered by any Member due to any of the foregoing, unless those failures are attributable to the Bank.

### **Article 17 Acknowledgements, Etc. Regarding Assignment of Receivable**

**17.1** Each Member shall acknowledge each of the following items in advance with respect to payment claims held by Merchants against the Member arising as a result of any transactions using the Card for shopping and overseas ATM withdrawals and shall waive any right of defense (including, without limitation, the defense of simultaneous performance, the defense of offset, and the defense of cancellation, revocation, or invalidation), unless the Member is permitted to assert to the Bank a



defense against a Merchant under laws and ordinances.

- (1) In accordance with an agreement between the Bank and Merchants, any Merchant will assign receivables to the Bank, or the Bank will make advance payment to the Merchant on behalf of Members. In such case, the assignment or advance payment may be made through a third party considered appropriate by the Bank.
- (2) In accordance with an agreement between Credit Card Partners and Merchants, Merchants will assign receivables to Credit Card Partners, or Credit Card Partners will make advance payment to Merchants on behalf of Members, and Credit Card Partners will assign receivables to the Bank. In such case, the assignment or advance payment may be made through a third party considered appropriate by the Bank.
- (3) In accordance with an agreement between the Bank and International Partners, Credit Card Partners will assign receivables to the Bank, or the Bank will make advance payment to Credit Card Partners on behalf of Members. In such case, the assignment or advance payment may be made through a third party considered appropriate by the Bank.

**17.2** Any transactional dispute arising out of the use of the Card shall be settled between the Member and the Merchants. In the event that the Member and the Merchants agree to cancel a transaction after the Member has used the Card for the transaction with the Merchants, the settlement of such payment shall be made in the manner prescribed by the Bank.

**17.3** In order to identify and confirm the details of receivables pertaining to the use of the Card, each Member shall consent to Merchants disclosing to the Bank the goods or services purchased using the Card, the details of telephone calls or any other details of transactions carried out using the Card and any information related thereto, and the details of telephone calls including the telephone numbers of telephone call recipients. However, the details of telephone calls shall be disclosed only with the prior consent of the Member.

#### **Article 18 Method of Settlement of Purchase Transactions**

**18.1** When any Member engages in a Purchase Transaction with any Merchant in the manner set forth in Article 16, the Member is deemed to have given an instruction to the Bank to debit the amount equivalent to the Trade Payable from the Designated Account and is deemed to have delegated the Bank to pay the Trade Payable with the money debited. If the Bank accepts such instruction and delegation, the Bank will immediately debit the amount equivalent to the Trade Payable from the Designated Account of the Member based on the usage information pertaining to the Purchase Transaction (the "**Usage Information**") received from the Merchant (these procedures shall be hereinafter referred to as the "**Reservation Procedures**" and the reserved amount equivalent to the Trade Payable that is withheld shall be referred to as the "**Reserved Amount**"). The Bank will not perform any Reservation Procedures, and the Card transaction will not be performed, if:

- (1) the Reserved Amount based on the Usage Information exceeds the balance deposited in the Designated Account;
- (2) the overdraft amount set out in the Bank's terms and conditions would exceed the overdraft limit if the Reservation Procedures are performed based on the Usage Information; or
- (3) the debit from the Designated Account is impossible due to the account or transaction status of the Member or other reasons.

**18.2** In the event that the Usage Information is received late due to any communication situation with the Merchants, the Bank shall perform the Reservation Procedures upon receipt of the Usage Information.

**18.3** Upon receipt from the Merchants of the sales confirmation notice (the "**Sales Confirmation Notice**") pertaining to any Purchase Transaction concluded between any Member and the Merchants

after the completion of the Reservation Procedures by the Bank, the Bank shall pay the amount equivalent to the Trade Payable based on the relevant Sales Confirmation Notice (the “**Final Amount**”) to the Merchants. Upon receipt of the Sales Confirmation Notice, the Bank shall collate the Reserved Amount with the Final Amount, and in the event that the Reserved Amount exceeds the Final Amount, the amount equivalent to the difference between the Final Amount and the Reserved Amount shall be refunded to the Designated Account of the Member in the manner prescribed by the Bank. In the event that the Reserved Amount is less than the Final Amount, the amount equivalent to the difference shall be debited from the Designated Account of the Member.

**18.4** In the event that the Sales Confirmation Notice is not received from the Merchants even after a certain period prescribed by the Bank has passed after the completion of the Reservation Procedures by the Bank, the Reserved Amount shall be refunded to the Designated Account. However, if the Sales Confirmation Notice is received from the Merchants thereafter, the Bank shall debit the Final Amount from the Designated Account of the Member using the procedures prescribed by the Bank and pay it to the Merchants upon receipt of the relevant Sales Confirmation Notice.

**18.5** In the event that the Usage Information is not received from the Merchants and only the Sales Confirmation Notice is received due to any communication situation with the Merchants or any procedure at the Merchants, the Bank shall debit the Final Amount from the Designated Account of the Member using the procedures prescribed by the Bank upon receipt of the relevant Sales Confirmation Notice and pay it to the Merchants.

**18.6** In the event that any Member or Merchant cancels any Purchase Transaction due to any return or cancellation before receipt of the Sales Confirmation Notice by the Bank after completion of the Reservation Procedures by the Bank, the Bank shall refund the Reserved Amount to the Designated Account of the Member using the procedures prescribed by the Bank based on the Usage Information pertaining to the return or cancellation received from the Merchants (the “**Purchase Cancellation Information**”).

**18.7** In the event that any Member or Merchant cancels any Purchase Transaction due to any return or cancellation after receipt of the Sales Confirmation Notice by the Bank, the Bank shall refund the Reserved Amount to the Designated Account of the Member using the procedures prescribed by the Bank based on the Purchase Cancellation Information received from the Merchants. Subsequently, when the Sales Confirmation Notice pertaining to the return or cancellation (the “**Cancellation Notice for Sales Confirmation**”) is received, the Bank shall collate the amount to be refunded based on the Purchase Cancellation Information with the amount to be refunded based on the Cancellation Notice for Sales Confirmation, and if there is any difference, using the procedures prescribed by the Bank, the amount equivalent to that difference shall be debited from the Designated Account of the Member if the amount to be refunded based on the Purchase Cancellation Information exceeds the amount to be refunded based on the Cancellation Notice for Sales Confirmation. If the amount to be refunded based on the Purchase Cancellation Notice is less than the amount to be refunded based on the Cancellation Notice for Sales Confirmation, the Bank will make an additional refund into the Designated Account of the Member. If the Cancellation Notice for Sales Confirmation is not received from the Merchants within a certain period prescribed by the Bank after receipt of the Purchase Cancellation Information, the Bank shall once again debit the Final Amount from the Designated Account of the Member. However, if the Cancellation Notice for Sales Confirmation is received from the Merchants thereafter, that amount shall be refunded to the Designated Account of the Member using the procedures prescribed by the Bank after the Cancellation Notice for Sales Confirmation is received.

**18.8** In the event that the Bank is unable to debit during the procedures for debiting the Designated Account of the Member set forth in Article 18.3 through 18.7 because the balance of the Designated Account of the Member is less than the amount to be debited, or due to any other reason whatsoever,

the provisions of Article 22.1 shall apply.

#### **Article 19 Method of Notification of Amount Charged on Card**

**19.1** Prior to using the Card, Members shall agree to the Special Provisions for the Use of GLOBAL PASS Membership Web Services and shall register to use the web services (the “**Web Services**”) through which account activities of the Amount Charged on Card can be confirmed online. Members shall access the URL displayed in the main text of the email set forth in this Article promptly after receiving it and confirm the breakdown of the Amount Charged on Card by using the Web Services.

**19.2** The Bank will send an email to the email address registered by each Member for the PRESTIA Alert Service at PRESTIA Online (the “**Designated Email Address**”) to notify the Member that the Card was used.

#### **Article 20 Method of Settling Amount Used Overseas**

**20.1** In the event that any Member uses the Services overseas, and the amount equivalent to the Trade Payable is denominated in a foreign currency (the “**Amount Charged in Foreign Currency**”), the settlement method shall be as follows. Any matters not stipulated in this Article shall be handled in accordance with Article 18.

**20.2** The Reservation Procedures shall be as follows.

- (1) Where the Amount Charged in Foreign Currency is in a currency covered by the Services:
  - (i) If the Member holds a PRESTIA MultiMoney Foreign Currency Savings Deposit Account (a “**Foreign Currency Account**”) in the same currency as the Amount Charged in Foreign Currency, and if it is possible to debit from the Foreign Currency Account, then the Bank will debit from the Foreign Currency Account.
  - (ii) If the Member holds a Foreign Currency Account in the same currency as the Amount Charged in Foreign Currency and is using the GAIKA Fullback (which hereinafter means the function by which the Reservation Procedures are performed through a debit of the Member’s yen savings account (“**Yen Savings Account**”) where (a) the balance of the Foreign Currency Account is less than the amount of the Usage Information or (b) the Member does not hold a Foreign Currency Account in the same currency as the Usage Information), in the event that it is not possible to debit (such as when the Foreign Currency Account balance is less than the amount to be debited), the amount converted into yen at the rate that is the exchange rate designated by the International Partner when the Usage Information is received by the International Partner’s Settlement Center plus the fee prescribed by the Bank (overseas administration fee) (the “**Foreign Exchange Rate**”) shall be debited from the Yen Savings Account.
  - (iii) If the Member does not hold a Foreign Currency Account in the same currency as the Amount Charged in Foreign Currency, and is using the GAIKA Fullback, the amount converted into yen at the Foreign Exchange Rate shall be debited from the Member’s Yen Savings Account.
  - (iv) Even if the Member holds a Foreign Currency Account in the same currency as the Amount Charged in Foreign Currency, the amount converted into yen at the Foreign Exchange Rate shall be debited from the Member’s Yen Savings Account if the Member is using the JPY Payment (which hereinafter means the function to debit from the Yen Savings Account regardless of the balance of the Foreign Currency Account) (only if the Bank provides the JPY Payment).
- (2) Where the Amount Charged in Foreign Currency is in a currency not covered by the Services:

If the Amount Charged in Foreign Currency is in a currency not covered by the Services, the Bank will debit the amount converted into yen at the Foreign Exchange Rate from the

Member's Yen Savings Account.

**20.3** The final payment procedure shall be as follows.

- (1) In the case of Article 20.2(1)(i), the Bank will collate the Reserved Amount with the Final Amount, and if the Reserved Amount exceeds the Final Amount, the Bank will refund the amount equivalent to the difference to the Member's Foreign Currency Account. If the Reserved Amount is less than the Final Amount, the amount equivalent to the difference will be debited from the Member's Foreign Currency Account.
- (2) In the case of Article 20.2(1)(ii), 20.2(1)(iii), 20.2(1)(iv), and 20.2(2), the amount equivalent to the Foreign Exchange Rate at the time the Sales Confirmation Notice is received by the International Partner's Settlement Center plus the fee prescribed by the Bank (overseas administration fee) will be considered as the Final Amount, and the Bank will collate such amount with the Reserved Amount, and if the Reserved Amount exceeds the Final Amount, the amount equivalent to the difference will be refunded to the Member's Yen Savings Account. If the Reserved Amount is less than the Final Amount, the amount equivalent to the difference will be debited from the Member's Yen Savings Account. Notwithstanding the foregoing, even in the case of Articles 20.2(1)(ii), 20.2(1)(iii), and 20.2(1) (iv), if the Bank receives the Sales Confirmation Notice in separate parts, the Sales Confirmation Notice and the Usage Information are not linked, or for other reasons, the Bank may debit the amount from the Member's Foreign Currency Account despite the usage of the GAIKA Fullback or JPY Payment.
- (3) In the event that the Sales Confirmation Notice and the Usage Information are not linked, the Bank will debit from the Designated Account of the Member the amount based on the Sales Confirmation Notice in the currency based thereon. For any unlinked Usage Information, the Bank will refund the amount debited based on the Usage Information to the Designated Account of the Member if the Sales Confirmation Notice is not received by the Bank within a certain period prescribed by the Bank.

**20.4** In the event that any Member or Merchant cancels any Purchase Transaction due to any return or cancellation after the Bank completes the Reservation Procedures and before the Bank receives the Sales Confirmation Notice, the Bank will refund as follows pursuant to the Purchase Cancellation Information from the Merchant or as necessary even without the Purchase Cancellation Information.

- (1) In the case of Article 20.2(1)(i), Article 20.2(1)(ii), Article 20.2(1)(iii), and Article 20.2(1)(iv), the Reserved Amount will be refunded to the Member's Designated Account. However, if the refund is unable to be made to the Foreign Currency Account due to cancellation of the Foreign Currency Account or for any other reason, the amount converted into yen at the exchange rate (TTB) prescribed by the Bank when the Bank completes the collation shall be refunded to the Member's Yen Savings Account.
- (2) In the case of Article 20.2(2), the Reserved Amount will be refunded to the Member's Yen Savings Account.

**20.5** In the event that any Member or Merchant cancels any Purchase Transaction due to any return or cancellation or other reasons after the Bank receives the Sales Confirmation Notice, the Bank will refund as follows.

- (1) The Reserved Amount will be refunded to the Designated Account pursuant to the Purchase Cancellation Information. If the currency of the Reserved Amount and that of the Cancellation Notice for Sales Confirmation differs, then upon receipt of the Cancellation Notice for Sales Confirmation, the Bank shall collate the amount of refund based on the Purchase Cancellation Information with the amount of refund calculated based on the Foreign Exchange Rate when the Cancellation Notice for Sales Confirmation is received by the International Partner's

Settlement Center. In a case where there is any difference, procedures prescribed by the Bank will be used to (a) further debit the amount of such difference if there is an excess in the amount of refund or (b) refund the amount to the Member's Designated Account if there is a shortfall in the amount of refund. If the Purchase Cancellation Information received from a Merchant and the Cancellation Notice for Sales Confirmation are not linked, or if the Bank does not receive any Purchase Cancellation Information, the Bank will make a refund into the Designated Account of the Member based on the Cancellation Notice for Sales Confirmation and will not adjust the amount based on the Purchase Cancellation Information.

- (2) In the event that the Cancellation Notice for Sales Confirmation is not received within a certain period after receipt of the Purchase Cancellation Information as set forth in Article 20.5(1), the Bank shall once again debit the Final Amount from the Designated Account.

**20.6** Each Member shall understand and agree that, in the case of Article 20.2(1)(ii), Article 20.2(1)(iii), Article 20.2(1)(iv), or Article 20.2(2), or in the case that a Member or Merchant cancels any Purchase Transaction due to any return or cancellation, there may be a gain or loss resulting from the then - applicable exchange rate depending on the respective procedures in Article 20.2 through 20.5, and such loss will be borne by the Member.

**20.7** Members shall bear the fees prescribed by the Bank for all transactions set forth in Article 20.2(1) and 20.2(2) in connection with the use of overseas ATMs (ATM charges), as well as any administration fees prescribed by the Bank (overseas administration fee) in the case of Article 20.2(1)(ii), Article 20.2(1)(iii), Article 20.2(1)(iv), or Article 20.2(2). Members may also be liable to bear additional fees prescribed by the organizations owning the ATMs.

**20.8** In the event that the Bank is unable to debit during the procedures for debiting from the Member's savings account set forth in Article 20.2 through 20.5 because the balance of the Member's savings account is less than the amount to be debited or for any other reason, the provisions of Article 22.1 shall apply.

**20.9** If a Member chooses yen at any Merchant that provides settlement in yen at the exchange rate of the Merchant, the Bank will debit from the Member's Yen Savings Account, regardless of the currency used. If a Member or Merchant cancels any transaction due to any rescindment, return, or termination or any other form of cancellation, the refund may be made in a foreign currency.

#### **Article 21 Settlement Rate for Amount Used Overseas, etc.**

**21.1** In a case where any settlement is made in a foreign currency, the Amount Charged on Card that is in a foreign currency not covered by the Services or is to be made through withdrawal from a Yen Savings Account (including cases where the Card is used in Japan) or the amount of refund due to any rescindment, return, or termination or any other form of cancellation by a Member or Merchants shall be converted into yen at the rate that is the exchange rate prescribed by the International Partner at the time such amount is settled at the International Partner Settlement Center plus the fee prescribed by the Bank as the overseas administration fee. However, the exchange rate under Article 20.9 is an exchange rate established independently by each Merchant, and it may differ from the rate of the Bank or International Partner.

**21.2** If any Member uses the Card outside Japan, and if any permits, certificates, or any other documents are required pursuant to the laws, ordinances, and other regulations regarding foreign exchange and foreign trade control that are currently applicable or that will be applicable in the future, the Member will comply with the Bank's request to submit any required documents. Use of the Card outside Japan may be restricted or suspended.

**21.3** If any Member uses the Card to withdraw money from an overseas ATM, the Member will bear the charges prescribed by the Bank and the Overseas Banks, and shall pay such charges together with

the Amount Charged on Card.

#### **Article 22 Method of Payment in Case of Insufficient Designated Account Balance**

**22.1** In the event that the Bank is unable to debit from the Designated Account of any Member, due to insufficient funds, (i) the amount equivalent to the Trade Payable owed to the Bank pursuant to the provisions of Article 18 less the amount equivalent to the Trade Payable already debited, (ii) the annual membership fee for the Card, (iii) the Card reissuance fee, or (iv) all or part of any other debts under these Terms and Conditions, the Bank may appropriate such debts in the order and manner considered appropriate by the Bank. The Member will immediately bear the obligation to pay the remaining debts after the appropriation, and the Bank may debit from the Designated Account of the Member all or part of the remaining debts on any date regardless of the provisions of Article 18, or instruct the Member to pay such remaining debts in the manner prescribed by the Bank. In such case, the Member shall pay such remaining debts at the time, place, and in the manner designated by the Bank. If the amount paid by the Member pursuant to this Article 22.1 is less than the full amount of the remaining debts, such amount may be appropriated to any of the debts in the order and manner considered appropriate by the Bank. The Member shall bear exchange fees or any other fees and the costs required to appropriate such debt. The Bank will not be liable for any disadvantage incurred by the Member except where there are grounds attributable to the Bank when appropriating such debt.

**22.2** The Member shall bear the costs associated with making the payment set forth in Article 22.1.

**22.3** Each Member shall agree in advance that his or her membership qualification for the Card will be cancelled if the Bank is unable to debit from the Designated Account of the Member for 60 days or more since the occurrence of insufficient funds.

#### **Article 23 Disputes with Merchants and Handling of Refunds**

**23.1** Any defects or faults with goods or the like, or any other transaction-related problems that arise between any Member and any Merchant regarding goods that the Member purchased or received provision of from the Merchant using the Card shall be resolved between the Member and the Merchant.

**23.2** Any problems that may arise between any Member and any of the Overseas Banks, including being unable to withdraw foreign currency from an overseas ATM, shall be resolved between the Member and the Overseas Banks.

**23.3** The Bank will not be responsible for any problems arising between any Member and Merchant set forth in Articles 23.1 and 23.2.

**23.4** If, after the Card is used, it is found that such use of the Card caused a transaction between any Member and any Merchant pertaining to the purchase or provision of goods or the like to be invalid, or an overseas ATM withdrawal transaction to be invalid, or if such transaction was cancelled or revoked, the Bank will refund into the Designated Account of the Member as soon as the Bank confirms the results of procedures carried out by the Merchant.

#### **Article 24 Delinquency Charges**

In the event that any Member fails to perform his or her obligations under these Terms and Conditions, the Member shall pay delinquency charges to the Bank calculated at an annual rate of 14.6% on the amount payable by the Member. In such case, the delinquency charges will be calculated per diem based on a 365-day year (or on a 366-day year in the case of a leap year).

### **CHAPTER IV MANAGEMENT OF INFORMATION**

#### **Article 25 Management of Information and Consent**

**25.1** Each Member shall consent in advance to the Bank's provision of his or her membership information to the company to which it delegates information and administrative processing work, including his or her Designated Account and Card numbers, and sales slips to the extent necessary for issuing and delivering the Card and to perform any other Cardrelated work.

**25.2** Each Member shall consent in advance that the Bank may collate, for a Merchant, the Member's membership information including name, address, phone number, and the card number presented by the Merchant with the membership information held by the Bank to the extent necessary to perform the transaction.

**25.3** Each Member shall consent in advance that the following will be disclosed between Merchants or an insurance company that provides the Supplemental Services set forth in Article 15 and the Bank for the purpose of specifying and confirming the details of Purchase Transactions or for solving problems that arise incidentally from transactions: (i) the details of transactions and any information incidental thereto; and (ii) the membership information and Card Information.

**25.4** The Bank and any third party to which the Bank delegates information and administrative processing work shall strictly manage the information of Members that they are provided with.

#### **Article 26 Provision of Information within the Scope of Purpose and Consent**

**26.1** Each Member shall consent in advance to providing the Bank with personal information for the following purposes (refer to a. below) and within the following scope (refer to b. below):

a. Purpose

- (1) For accepting applications for financial instruments and services, such as opening of accounts and transactions for various types of financial instruments.
- (2) For confirming the identity of the Member pursuant to the Act on Prevention of Transfer of Criminal Proceeds and to confirm the Member's eligibility to use financial instruments and services.
- (3) For managing continuous transactions, such as due date management for deposit transactions, financing transactions, foreign exchange transactions, or trust transactions.
- (4) For making judgments on and managing financing applications and continual use.
- (5) For making judgments on the appropriateness of the provision of financial instruments and services, including judgments made in light of suitability principles or other factors.
- (6) For providing personal information to a third party to the extent necessary to appropriately perform work, such as providing personal information to an affiliated personal credit information agency or other third party in relation to credit business.
- (7) For appropriately performing the delegated services when all or part of the work to process personal information is delegated by another business operator or equivalent entity.
- (8) For exercising rights and performing obligations pursuant to an agreement with the Member or under relevant laws, regulations, etc.
- (9) For the research and development of financial instruments and services by conducting market surveys and data analysis or questionnaires.
- (10) For introducing financial instruments and services, such as by sending direct mail.
- (11) For introducing products and services of affiliated companies or equivalent entities.
- (12) For terminating transactions and handling matters after the termination of a transaction.
- (13) For sending information pertaining to opening an account, to products, to seminars, or the like based on information received when a request for information on or application for opening an account, products, seminars, or the like is made, and for the purpose of analyzing data from market surveys and the like.
- (14) For contacting any person notified in advance regarding any urgent matters concerning the

Member.

(15) For operating and maintaining the safety of branches and ATMs.

(16) For confirming telephone transactions and inquiries with the Member.

(17) Any other purposes that enable transactions with the Member in an appropriate and smooth manner.

b. Scope of information

Information on the details of transactions of Members held by the Bank (including the status of use of the Card, in addition to the information set out in Article 25).

**26.2** The Bank shall strictly manage the information of Members that it is provided with pursuant to Article 26.1, and such information shall be used only by the Bank, except for cases where the Bank provides the information to a third party in accordance with the Act on the Protection of Personal Information, or in cases of joint use pursuant to the “Joint use by the SMBC Group (Our Handling of Personal Information).”

**CHAPTER V CANCELLATION OF MEMBERSHIP QUALIFICATION AND WITHDRAWAL OF MEMBERSHIP**

**Article 27 Cancellation of Membership Qualification**

**27.1** In the event that any Member falls under any one of items (5) through (7) below, the Bank may cancel the Member’s membership qualification without any form of notice or demand, and if the Member falls under any one of items (1) through (4), (8), or (9) below, or if the Bank otherwise considers the Member ineligible, the Bank may cancel the Member’s membership qualification by issuing a notice or demand.

- (1) If the Member submits false information pertaining to his or her identity or to making a judgment on his or her credit status, such as a false name, address, or employer details.
- (2) The Member breaches any provisions of these Terms and Conditions (including any breach of Article 4).
- (3) The Member fails to perform his or her obligations (such as those pertaining to Amount Charged on Card) to the Bank.
- (4) The Bank determines that the status of use of the Card of the Member is inappropriate, or the Bank detects suspicious card activity.
- (5) The Member dies or the Bank is informed by his or her relative that the Member has died.
- (6) The Member constitutes an organized crime group, an organized crime group member, a person for whom a period of five years has not elapsed since the Member was an organized crime group member, a quasimember of an organized crime group, a corporation affiliated with an organized crime group, a shareholder meeting extortionist (sokaiya ) or the like, a corporate extortionist acting under the guise of a social movement or political activity (shakai undo-to hyobo goro ), a group or individual that in the context of having a relationship with an organized crime group plays a key part in structural injustice using force or through a financial connection with an organized crime group (tokushu chino boryoku shudan ), or any other person similar to any of these entities or individuals (an “**Organized Crime Group Member, Etc.**”), or a person to whom either of item (i) or (ii) below applies.
  - (i) A person who has a relationship through which an Organized Crime Group Member, Etc. is considered to be unjustly used for the purpose of pursuing illicit gains for the person or a third party, causing damage to a third party, or for any other similar purpose.
  - (ii) A person who has a relationship through which it is considered to provide funds or benefits to an Organized Crime Group Member, Etc. or otherwise be involved with an Organized Crime Group Member, Etc.



- (7) The Member engages in any act falling under any of items (i) through (v) below by himself or herself or through any third party:
  - (i) violent demands;
  - (ii) unjust demands that exceed the legal liability of the demand recipient;
  - (iii) use of threatening words and behavior or use of violence in connection with a transaction;
  - (iv) the act of spreading rumors, using fraudulent means, or using force to damage the reputation of the Bank or to obstruct the Bank's business affairs; or
  - (v) any other acts similar to those set forth in items (i) through (iv) above.
- (8) The investigation set forth in Article 5.5 or Article 14.4 is not completed for the Member, or the Member provides a false response to such investigation.
- (9) The Member cancels his or her Designated Account.

**27.2** The Member shall promptly return the Card to the Bank if his or her membership qualification is cancelled or if the Bank considers it necessary to have the Card returned. If the membership qualification is cancelled, the Member shall lose any rights in respect of the Bank under the membership qualification.

**27.3** If the Bank cancels the membership qualification, the Bank may notify the Member that his or her Card is invalid, register the Card as invalid, and request the Member to return the Card through any Merchant. If any Merchant requests the Member to return the Card, the Member shall promptly return the Card to the Bank through that Merchant.

**27.4** If any Member uses the Card or if any third party uses the Card (including the use of Card Data) after the cancellation of membership qualification, the Member shall be liable to pay in full any Amount Charged on Card arising out of such use.

## **Article 28 Withdrawal of Membership**

**28.1** If any Member wishes to withdraw his or her membership, the Member shall submit a notice in the manner prescribed by the Bank. In such case, the Physical Card shall be returned to the Bank or the Member shall cut up and destroy the Physical Card, if considered necessary by the Bank. The Bank may also request the Member to repay all debts under these Terms and Conditions.

**28.2** Upon withdrawal by the Member of his or her membership, the Member shall pay any debts under these Terms and Conditions in one lump sum if requested to do so by the Bank. If the Member or any third party uses the Card (including the use of Card Data) after he or she withdraws his or her membership, the Member shall be liable to pay in full the Amount Charged on Card arising out of any such use.

**28.3** In the event that any Member withdraws his or her membership, any Family Members shall automatically withdraw their membership.

**28.4** In the event that only any Family Member withdraws his or her membership, or the Principal Member withdraws or cancels the designation as agent of any Family Member, the Principal Member shall submit a notice in the form prescribed by the Bank together with the Physical Card of the Family Member withdrawing his or her membership or whose designation as agent the Principal Member is withdrawing or cancelling.

## **Article 29 Revision, Repeal, or Termination of Services**

**29.1** The Bank may, after notifying Members in the manner prescribed by the Bank, add, revise, repeal, or terminate services such as newly joining or aligning with organizations that offer settlement functions in addition to the Merchants and overseas ATMs set forth in Article 16, and Members shall acknowledge the same in advance.

**29.2** In the event that there is any change in financial situation, laws and ordinances, or other

circumstances, or if there are any other appropriate grounds, the Bank may suspend the use of the Services in whole or in part or terminate such services by announcing as such at the branches of the Bank or in any other appropriate manner.

### **Article 30 Disclaimer**

**30.1** Unless due to grounds attributable to the Bank, the Bank will not pay any interest or damages in the event of any refund by the Bank and will not be liable for any damage or the like incidental to any delay in refund procedures.

**30.2** If any Member closes his or her Designated Account and the Bank is unable to make a refund into the Designated Account due to the closure of that account or for any other reason, the Member shall notify the Bank in the manner prescribed by the Bank, and the Bank will make a refund into an account that is opened with a bank in Japan and notified by the Member. In such case, if the refund amount is returned to the Bank because the account that is opened with a bank in Japan and notified to the Bank does not exist or for any other reason, or if the Member fails to notify the Bank of an account that is opened with a bank in Japan, the Bank shall not bear any liability whatsoever, except where there are grounds attributable to the Bank. Any fund transfer fees shall be borne by the Member.

**30.3** Members shall agree that, if the Bank is unable to make refunds into the Designated Accounts of Members, the Bank may refrain from making certain refunds in accordance with the standards prescribed by the Bank, such as when the refund amount is immaterial.

**30.4** In addition to Article 30.1, 30.2 and 30.3, even in the case where the Bank is liable for any damage incurred by any Member in connection with the provision of services set forth in these Terms and Conditions, except where there are grounds attributable to the Bank, the Bank shall be liable only to the extent of damage ordinarily incurred based on the circumstances that should normally arise, and shall not be liable for any loss of profits, consequential damage, indirect damage, special damage, etc.

### **Article 31 Agreed Court of Jurisdiction**

In the event that any dispute between any Member and the Bank arises, the summary court or the district court having jurisdiction over the head office of the Bank or the location of the branch office shall have jurisdiction.

### **Article 32 Governing Law, etc.**

**32.1** All agreements between Members and the Bank shall be governed by the laws of Japan.

**32.2** In the event that there is any inconsistency between the Japanese and English versions of these Terms and Conditions, the Japanese version shall prevail.

TERMS AND CONDITIONS OF GLOBAL PASS MEMBERSHIP shall become effective as of October 1, 2020.

SMBC Trust Bank Ltd.  
PRO-BKG0021-1TB2010

## Agreements on Handling of Personal Information

These Agreements are incorporated into the TERMS AND CONDITIONS OF GLOBAL PASS MEMBERSHIP (the “**Terms and Conditions**”), and SMBC Trust Bank Ltd. (the “**Bank**”) obtains the agreements from the member or the prospective member (collectively, the “**Members**”)

### Article 1 Collection, Possession and Use of Personal Information

**1.1** The **Members** agree that the Bank collects, possesses and uses the personal information stipulated in (1) to (7) below (collectively, the “Personal Information”), with protective measures implemented by the Bank, for the purpose of managing transactions with the Bank including the Terms and Conditions (including this application, the same shall apply hereinafter), and providing Additional Services. The managing transactions include confirmation of the use of the cards, notification of the amount used to the Members (including reminders such as shortage of the balance of the designated account), verification of the contact information of the Members or to use the Personal Information for collecting a debt by obtaining a copy of the resident register or certificate of exclusion from the resident register, a copy of the family register, an extract of the family register or a certificate of exclusion from the family register, or any other identification document issued by a local governmental office (including a certificate of information included in a digitized forms of the above-mentioned documents) through submission of the Personal Information of the Members (such as a copy of the application form, or a statement) to a local governmental office in accordance with the requirement stipulated by laws, and confirming that the transactions are not suspicious transactions described by Act on Prevention of Transfer of Criminal Proceeds, or confirming complying with other laws and regulations.

- (1) The name, age, date of birth, address, phone number, email address, occupation, employer details, the purpose of transaction, designated account number, card number and other information that the Members filled in or submitted the application form or any other documents submitted by the Members at application or after admission as a Member (collectively, “Name and Other Information”); information registered by the Members in accordance with the Terms and Conditions, current and past effectiveness of the phone number registered with the Bank (whether the Members can be actually contacted by such phone number), and Name and Other Information that the Bank obtains from calls and other inquiries (collectively, “Attribute Information”);
- (2) The date of the application, the date of the contract, the name of merchant, the name of purchased products, their values, and other use status of the card; and other information related to the contract (“Contract Information”);
- (3) The information based on objective records of transactions made in accordance with the Terms and Conditions, including the status of payment records of the Members;
- (4) The information that the Bank obtains from the Members via a visit to a branch, phone call or any other communication methods, including the contents of video and voice communications;
- (5) The status of verification at the time of transaction in the designated account;
- (6) The information indicated in a copy of the resident registry and other documents issued by public organizations, which the Bank obtains lawfully in an appropriate manner; and
- (7) Information publicly disclosed in government gazettes, telephone directories and other publications.

**1.2** The **Members** agree that the Bank uses the Personal Information in Article 1.1(1) through Article 1.1 (4) for the following purposes:

- (1) Providing information to the Members about new products/services of the debit card

- businesses of the Bank and related services after the sales;
- (2) Market research and product developments by the debit card and the related businesses of the Bank;
  - (3) Sales solicitation activities related to the debit card and the related businesses of the Bank, including sending advertising and sales promotion materials and printed materials, and solicitation via phone, email and any other communication methods; and
  - (4) Sales solicitation activities related to the debit card and the related businesses authorized by the Bank, or sales solicitation activities related to any other business operators affiliated with the Bank, including sending advertising and sales promotion materials and printed materials, and solicitation via phone, email and any other communication methods.

\* The details of the Bank businesses described above shall be communicated by the method determined by the Bank such as by publishing on the website of the Bank.

### **Article 2 Provision of Personal Information to Contractors**

The Members agree that the Bank may provide Personal Information stipulated in these Agreements to third party contractors, upon taking measures to protect such Personal Information, to whom the Bank entrusts some of its administrative operations, including but not limited to, delivery, printing, administrative work using computers, settlement and any other associated administrative operations (including subcontracting by such contractors according to a subcontract agreement).

### **Article 3 Request for Discontinuance of Use**

After admission to the card service hereunder, the Members may request the Bank to discontinue the use of his/her Personal Information even if the Bank has used the information within the agreed extent as stipulated in Article 1.2 above, excluding sending announcements and other information documents which are enclosed in the envelope for sending cards. The request shall be made to the contact described in Article 8.1. The Bank shall not refuse the application or terminate the card service even if Members refuse to consent to the provisions in Article 1.2.

### **Article 4 Disclosure, Correction and Deletion of Personal Information**

**4.1** The Members may request the Bank to disclose to the Members of his/her Personal Information in accordance with the provisions under the Act on the Protection of Personal Information.

**4.2** To request disclosure to the Bank, please find the contact information described in Article 8.2 to receive instructions for procedures for requesting disclosure (where to send the request, how to make the request, required documents, etc.) The procedures shall also be communicated by the method determined by the Bank, which is published on the website of the Bank.

**4.3** If it is found as a result of checking the disclosed information that any registered information is inaccurate or incorrect, the Members may request correction or deletion of such information.

### **Article 5 Non-Formation of Contract for Service**

Even in the case of non-formation of the contract for the service, the information that the Members submitted shall be used for a given period for the purposes stipulated in Article 1.1, regardless of the reason of the non-formation of the contract, but not for any other purposes.

### **Article 6 Withdrawal or Cancellation**

Even after any Member's request for cancellation from membership hereunder in accordance with Article 28 of the Terms and Conditions or cancellation of membership qualification in accordance with

Article 27 of the Terms and Conditions, his/her Personal Information shall be maintained and used by the Bank during the period required by laws or designated by the Bank for the purposes stipulated in Article 1.1 and within the extent necessary for responding to demands for disclosure of information.

#### **Article 7 Refusal to Consent to the Terms and Conditions**

If the Members refuse to provide necessary information on the application form or refuse to agree to all or part of the Terms and Conditions, the Bank may refuse the application or take action for exit of the Members from the service.

#### **Article 8 Contact for Personal Information**

**8.1** To request discontinuance of the use of the Personal Information stipulated in Article 3, please contact below:

PRESTIA Phone Banking

0120-110-330 from Japan, 81-46-401-2100 from overseas

**8.2** Inquiries about Personal Information of the Members and request for disclosure, correction or deletion of any Personal Information, or any other, please contact below.

03-6854-6800, Weekday 9:00 ~ 17:00 (excluding Saturday, Sunday, Public holiday, Year end holidays)

#### **Article 9 Position of these Agreements and Revision**

**9.1** These Agreements are incorporated as a part of the Terms and Conditions of GLOBAL PASS Membership.

**9.2** Each provision of these Agreements may be changed within the necessary extent by displaying such changes at branches of the Bank, publishing them on the Bank's website, or announcing them in any other reasonable manner, in the event that such changes are deemed appropriate in light of any changes in financial situation, laws and ordinances, or other circumstances, or for any other appropriate reason.

**9.3** Any changes set forth in Article 9.2 will come into effect on the day when a reasonable period of one month or more as prescribed in the announcement has passed.

Agreements on Handling of Personal Information shall become effective as of July 5, 2021.

SMBC Trust Bank Ltd.

PRO-BKG0021-2TB2107

## SPECIAL PROVISIONS FOR ANA MILEAGE CLUB GLOBAL PASS

### Article 1 Definitions

ANA MILEAGE CLUB GLOBAL PASS CARD (the “Card”) is a card issued by SMBC Trust Bank Ltd. (the “Bank”) in partnership with ALL NIPPON AIRWAYS CO., LTD. (“ANA”).

### Article 2 Card Functions and Services

In principle, the Card has the following functions and services. An application for the Card also serves as an application for transactions.

- (1) ANA Mileage Club Card function
- (2) Cash card function for SMBC Trust Bank GLOBAL PASS
- (3) Visa debit function, J-debit card function
- (4) iD function

Services and benefits regarding ANA Mileage Club are provided by ANA, and the entire ANA Mileage Club Terms and Conditions (<https://www.ana.co.jp/en/jp/amc/kiyaku/> the “AMC Terms”) provided separately by ANA and these Special Provisions for ANA Mileage Club GLOBAL PASS (these “Special Provisions”) will apply to the use of such services and benefits. Members who wish to receive provision of services from ANA, or from any companies or affiliates of the ANA group shall use such services in the manner prescribed by ANA.

The SMBC Trust Bank GLOBAL PASS functions (including cash card function and debit function), the functions excluding the services and benefits regarding ANA Mileage Club provided by ANA, are services provided by the Bank, and the Terms and Conditions of GLOBAL PASS Membership provided separately by the Bank will apply to the use thereof, and ANA will not be responsible for any matter regarding the service.

### Article 3 Member

“Member” shall be any individual who has made an application for the Card having consented to the AMC Terms, these Special Provisions, and the Terms and Conditions of GLOBAL PASS Membership, and who is approved by ANA and the Bank (the “Companies”). The Bank will lend to the Member a physical card. 3.7 If any Member forgets his or her ID, Etc., he or she will be able to use the Web Services by registering his or her ID, Etc. once again on the Web Services.

### Article 4 Protection, Use and Exchange of Member’s Personal Information

The Member agrees that the Companies may provide each other with, or exchange, information regarding the Member to the extent necessary for operations related to the Card, such as responding to inquiries. The Companies will take sufficient care to protect the privacy of the Member in connection with any information of that Member that the Companies came to know through such use and exchange.

### Article 5 Consent to Provision of Personal Information to ANA and Use Thereof By ANA

1. Members consent to the Bank providing the following personal information to ANA, after the Bank takes protective measures, for the purpose set out in Article 1.1 of the Consent to Handling of Personal Information, and to ANA using such personal information.
  - (1) Any information registered with the Bank under the Terms and Conditions of GLOBAL PASS Membership or any other agreement between Members and the Bank, or any information written on documents submitted by Members to the Bank.

- (2) Status of Members' accounts with the Bank or any information related thereto.
2. Members consent to the Bank providing the personal information set out in item (1) of the preceding paragraph to ANA, after the Bank takes protective measures, for the purpose set out in Article 1.2 of the Consent to Handling of Personal Information, and to ANA using such personal information.
3. Members consent to the Bank providing the following personal information to ANA, after the Bank takes protective measures, for the purpose of screening the application for the Card and to allow the Members to receive various services and benefits, and to ANA using such personal information.
  - (1) Any information registered with the Bank under the Terms and Conditions of GLOBAL PASS Membership or any other terms and conditions or special provisions incidental thereto that apply to Members, or any information written on documents submitted by Members to the Bank.
  - (2) Joining date, type, information regarding type of supplemental cards held by Members including family cards, number, and expiration date of the Card issued in response to application and renewed Card.
  - (3) The fact that the Card membership number became invalid (excluding the reason therefor).
  - (4) The fact that a Member lost his or her membership qualification (excluding the reason therefor).
  - (5) Details of the benefits provided through the Card by the Bank.
4. Members may request ANA to cease its use of the information even if ANA is using the information to the extent consented under Paragraph 2. However, this does not apply to any delivery of materials enclosed with the breakdown of the amount charged on Card or with the Card. If Members wish to request ANA to cease its use of the information, Members shall use the contact details set out in Article 8.1 of the Consent to Handling of Personal Information.

#### **Article 6 Loss of Membership Qualification**

In the event that either of grounds for loss of ANA membership qualification or grounds for termination prescribed by the Bank, or both, apply or applies to a Member, the Member shall lose his or her membership qualification under these Special Provisions. Transactions after the Member loses his or her membership qualification will be handled as follows.

Transactions with the Bank in the case of losing AMC membership qualification as provided in the AMC Terms

The Member may continue to use the functions under items (2), (3) and (4) of Article 2 to the extent approved by the Bank.

#### **Article 7 Application of terms**

Any matter not stipulated in these Special Provisions will be handled in accordance with the AMC Terms of ANA, and the Terms and Conditions of GLOBAL PASS Membership and any other various transactional-related terms prescribed by the Bank. These Special Provisions will prevail over any of the aforementioned provisions.

SPECIAL PROVISIONS FOR ANA MILEAGE CLUB GLOBAL PASS shall become effective as of October 1, 2019.

SMBC Trust Bank Ltd.  
PRO-BKG0021-3TB1910

## Special Provisions for the Use of GLOBAL PASS Membership Web Services

### Article 1 Purpose

**1.1** These special provisions for use (these “Special Provisions”) provide for the use of the services to be provided by SMBC Trust Bank Ltd. (the “Bank”) as the web services for Members (the “Web Services”) for the GLOBAL PASS (the “Card”) issued pursuant to the Terms and Conditions of GLOBAL PASS Membership (the “Terms and Conditions”).

**1.2** Unless otherwise defined, the terms used in these Special Provisions shall have the same meanings as those defined in the Terms and Conditions.

### Article 2 Application

Members (including the Principal Member and any Family Members) may use the services provided by the Bank as the Web Services by applying for the procedures to set up the Web Services in the manner prescribed by the Bank.

### Article 3 ID and Password

**3.1** Each Member shall register a user ID, a password, and an email address to use the Web Services.

**3.2** With regard to the user ID, password, or any other information that has been issued or authenticated by the Bank and is recognized by its nature as being provided as confidential information by the Bank for the use of the Web Services (“ID, Etc.”), the Member may not assign or sell an ID, Etc. to purchase an ID, Etc. from, create a security interest over an ID, Etc. for the benefit of, change the name of the holder of an ID, Etc. to that of, or otherwise allow the use of an ID, Etc. by anyone other than the Member.

**3.3** Each Member shall, with the due care of a good manager, take sufficient care not to reveal his or her ID, Etc. to another person, be completely responsible for the use and management of his or her ID, Etc., and be completely responsible for all acts performed by the Member in connection with the use of his or her ID, Etc..

**3.4** Each Member consents to the password that he or she registered under Article 3.1 to also be registered as the password for online shopping authorization services under Article 5 of these Special Provisions.

**3.5** In the event of any change to the registered information that was included in the application to the Bank, such as the designated email address of any Member, or if the Member discovers that his or her ID, Etc. is being used by a third party, or there is a possibility that his or her ID, Etc. is being used by a third party, the Member shall immediately notify the Bank thereof.

**3.6** Any Member may change his or her user ID or password on the Web Services screen in the manner prescribed by the Bank.

**3.7** If any Member forgets his or her ID, Etc., he or she will be able to use the Web Services by registering his or her ID, Etc. once again on the Web Services.

### Article 4 Services to be Provided

**4.1** By signing on with the user ID and password set on the Web Services (the “Direct Sign On”), each Member may confirm his or her account activities of the Card, change his or her designated email address, change the limit of the Card for domestic and overseas shopping and for use of overseas ATMs, suspend or cancel the Card, or use the Online Shopping Authorization Services (defined below).

**4.2** The Member may use the services stipulated in Article 4.1 by signing on with the user ID and password stipulated in Article 4.1 through the screen on the Internet Banking that the Member signed



on under the PRESTIA ONLINE TRANSACTIONS TERMS AND CONDITIONS. In addition, the Member may sign on the Web Services through the screen on the Internet Banking after signing on to the Internet Banking from the second time as long as the user ID or password is not changed (the "Single Sign On").

**4.3** Once the Member completed the registration for the Direct Sign On based on Article 2, the Member may use the services listed in Article 4.1 with both methods of the Direct Sign On and the Single Sign On.

**4.4** Since each of the services listed in Article 4.1 depends on the network settings or the like of the Merchant that the Member used, the Bank does not guarantee that the services will be provided under the conditions or details set by the Member on the Web Services.

**4.5** The Bank may change the contents of the Web Services without notice. In the event that any Member incurs any disadvantage as a result thereof, the Bank will not be liable to compensate or otherwise bear any obligation to the Member.

#### **Article 5 Online Shopping Authorization Services**

"Online Shopping Authorization Services" are the following services that enable Members to use the "Visa Secure (former name: Verified by Visa)" service provided by the Visa.

- (1) Member may use Visa Secure when carrying out any e-commerce transaction with any Merchant that supports Visa Secure by registering the prescribed authorization information, including a password, in accordance with Article 3.1 of these Special Provisions. Members consent to the authorization information registered within the Web Services being used as the authorization information for Visa Secure.
- (2) If any Member has already registered for the Online Shopping Authorization Services and has a dedicated password, the Member may continue to use the dedicated password as the password for the Online Shopping Authorization Services. However, the Member consents that if he or she changes his or her password in accordance with Article 3.6 of these Special Provisions, the password after the change will be registered as the password for the Online Shopping Authorization Services, and the dedicated password will become invalid.
- (3) In the event that the card number changes due to reissuance of the Card in accordance with Article 11 of the Terms and Conditions or due to any change in the type of card, or for other reasons, the prescribed authorization information, including the dedicated password for Visa Secure, may be invalidated. In such case, Visa Secure will be made available to the Member if he or she once again sets a password on the Web Services.
- (4) The Online Shopping Authorization Services will automatically be unavailable to use in the case of the suspension of use of the card pursuant to Article 14 of the Terms and Conditions, withdrawal from membership pursuant to Article 28 of the Terms and Conditions, or cancellation of membership qualification pursuant to Article 27 of the Terms and Conditions. Other than in the aforesaid manners, no Member may suspend the Online Shopping Authorization Services at his or her discretion.
- (5) Notwithstanding these Special Provisions, Article 13.4 of the Terms and Conditions shall apply to any damage incurred by any Member in connection with shopping using Visa Secure.
- (6) The Bank may stop the Online Shopping Authorization Services at its discretion by notifying Members in the prescribed manner, such as by announcement it on its website. The Bank will not be liable for any disadvantage incurred by any Members as a result thereof.

#### **Article 6 Preparation for Use**

To use the Internet, each Member shall maintain and manage any necessary computer terminals,

communications equipment, communication lines, and other facilities at his or her own responsibility and cost.

#### **Article 7 Announcement and Change of these Special Provisions**

**7.1** The Bank may make changes to these Special Provisions without obtaining Members' consent by notifying them in a manner considered appropriate by the Bank.

**7.2** Members shall be deemed to have accepted any such changes after a reasonable period of time has passed or when they use the Web Services after the changes have been made.

#### **Article 8 Disclaimer**

**8.1** Although the Bank has taken all possible measures to ensure the proper operation of the Web Services system in the event that the Web Services are temporarily suspended or stopped, or if there are any errors in the content of information submitted by any Members, the Bank shall not be responsible for such suspension, stoppage, or errors.

**8.2** In the event that any Member belatedly receives or does not receive any of the information sent from the Bank in relation to the Web Services due to any fault with the Member's internet service provider or mail server, or due to insufficient mailbox capacity or the like, the Bank will not be responsible for any damage caused thereby.

**8.3** The Bank shall not be responsible for any unavailability of the Web Services due to system maintenance or any force majeure event.

#### **Article 9 Suspension of Web Services**

Upon any Member's withdrawal from membership in accordance with Article 28 of the Terms and Conditions or cancellation of membership qualification in accordance with Article 27 of the Terms and Conditions, the Web Services will no longer be available to the Member from the date of withdrawal or cancellation. However, confirmation of breakdowns of the Amount Charged on Card will no longer be available after a period of 180 days from the date of withdrawal or cancellation of the membership has passed.

#### **Article 10 Discrepancies**

In the event that there is any inconsistency between the Japanese and English versions of these Special Provisions, the Japanese version shall prevail.

Special Provisions for the Use of GLOBAL PASS Membership Web Services shall become effective as of April 20, 2021.

SMBC Trust Bank Ltd.  
PRO-BKG0021-4TB2104