

# Aeon Card Agreement

## Article 1 General Provisions

These terms and conditions shall apply to all the relationships between the customer and AEON Bank, Ltd. (“the Bank”) in the use of the service provided by the Bank through AEON Bank’s card dedicated to bank transfers (“the Transfer Card” and the service referred to as “this Service”) when the customer uses services designated by Digital Wallet Corporation.

## Article 2 Contents of the Service

This Service includes the following that are provided through the Transfer Card:

- (1) Transfer of money to a designated recipient account based on the bank transfer rules defined by the Bank; and
- (2) Other services designated by the Bank.

## Article 3 Agreement on the Terms and Conditions and Notes for Use

1. The customer shall agree on these terms and conditions before using this Service.
2. If the customer intends to transfer money by using the Transfer Card, please apply for it by pushing the “Deposits” button on an automatic teller machine, etc. (including an automatic transfer machine) and inserting the Transfer Card.
3. The transaction of transfer in this Service cannot be cancelled. Please contact Digital Wallet Corporation for repayment.
4. When using this Service, the customer shall pay the fee designated by the Bank (110 yen (tax included) for a fixed cash amount of less than 51,000 yen, and 330 yen (tax included) for a fixed cash amount of 51,000 yen or more) by the method designated by the Bank.
5. The Bank shall issue up to 5 (five) Transfer Cards per customer.

#### **Article 4 Terms of Use**

The customer shall be allowed to use this Service only if the customer meets all of the following conditions.

(1) When starting to use this Service, the customer shall submit to Digital Wallet Corporation an application form for issuance of the card dedicated to bank transfers containing matters designated by the Bank and Digital Wallet Corporation. When some of those contained matters need to be changed, the customer shall promptly communicate the change to Digital Wallet Corporation.

(2) The customer shall agree on and cooperate in any investigation, inquiry to the customer, request for submission of supportive documents, or reference to a third party determined by the Bank or Digital Wallet Corporation to be reasonably required in order to confirm that information related to those matters mentioned in the previous paragraph are true, accurate, and not inappropriate.

(3) The customer shall agree unconditionally that a certain restriction may be set on transferred amounts in this Service at any time without prior notice to the customer under the decision and at the discretion of the Bank and Digital Wallet Corporation for the purpose of maintaining security, etc.

#### **Article 5 Prohibited Matters**

When using this Service, the customer is prohibited from doing matters corresponding to any of the following items:

(1) Violation of laws or these terms and conditions;

(2) An act that infringes or may infringe a right, interest, reputation, etc. of the Bank or other third party;

(3) An act contrary to the public order and morality;

(4) Writing or inputting of false information;

(5) Unauthorized access to a server or other computer of the Bank, or attempt to interrupt or block communication related to this Service;

(6) Transfer of the Transfer Card to a third party, pledge of the Transfer Card, or provision of the Transfer Card as security; or

(7) Execution or attempt of any other conduct recognized by the Bank as inappropriate.

#### **Article 6 Management of Customer Information**

When handling information written or input by the customer and information generated associated with it, the Bank shall manage and protect such information appropriately, and take measures necessary and appropriate for information security management including prevention of leakage, loss, or damage of such information. The Bank may provide information related to this Service to a recipient who is shown or recorded on the Transfer Card for the purpose of security or prevention of fraudulent transactions.

#### **Article 7 Service Provision Hours**

This Service shall be provided during the hours designated by the Bank. However, the Bank may change those transaction hours with prior notice to the customer.

#### **Article 8 Suspension, Change, etc. of This Service**

1. In the case that the Bank conducts regular or emergency maintenance work on the system so that the customer can use this Service in a good condition or in order to improve its functionality, etc., traffic loads concentrate on the system, the Bank considers that the operation of service will be interrupted, the security of the customer must be protected, or the Bank finds it necessary for any other reason, the Bank shall be able to take any necessary actions including suspension or discontinuation of the whole or part of the service without prior notice. In this case, the Bank shall assume no responsibility for damage to the customer.
2. The Bank shall be able to temporarily suspend or terminate provision of this Service or app, or change, etc. a substantial part of this Service, with prior notice to the customer.

### **Article 9 Suspension, Discontinuation, etc. of Use**

The Bank may take actions to suspend the use of service by a particular customer, change the customer's password or other identity, or terminate the use by the customer without prior notice if the Bank determines that the customer corresponds or may correspond to any of the following items. The Bank shall assume no responsibility for any damage caused by these actions to the customer:

- (1) The customer committed any action that violates laws, these terms and conditions, etc.;
- (2) The customer committed fraud in using this Service;
- (3) The Bank cannot contact the customer via the customer's phone number, email address, or other contact information registered with this Service;
- (4) The customer submitted a petition for commencement of a bankruptcy proceeding, a civil rehabilitation proceeding, or other insolvency proceeding, or a voluntary liquidation proceeding has begun for the customer; or
- (5) Other cases that the Bank determines appropriate.

### **Article 10 Disclaimer**

1. The Bank shall assume no responsibility for direct or indirect damage, losses, expenses, burdens, or any other disadvantages (including but not limited to lost profits; hereinafter referred to as "Damage, etc.") to the customer caused by malfunction of app due to system failure, line disturbance, etc., incorrect presentation of contents, unavailability of processing, interruption, delay, or suspension of systems or loss of data, unauthorized access to data, infection of a computer virus, etc., impacts on smartphones, or impossibility of normal use of this Service by the customer. However, if there is intentional or gross negligence on the part of the Bank, the Bank shall assume responsibility only for direct and normal damage.
2. The Bank does not guarantee that emails and other contents sent from the Bank in relation to this Service are free from a computer virus or other harmful contamination including one intentionally made by a third party.
3. The Bank assumes no responsibility for Damage, etc. caused by violation of these terms and conditions, etc. by the customer.

4. The Bank assumes no responsibility for Damage, etc. caused when this Service is made unavailable due to any of the following items in addition to the paragraphs above:

- (1) A reason attributable to a third party other than the Bank, including a financial institution, a communication line supplier, etc.; or
- (2) A compelling reason including natural disasters, disturbances, riots, acts of terrorism, infectious diseases, fires, wars, and actions taken by the court or other public authority.

#### **Article 11 Exclusion of Antisocial Forces**

1. The customer shall declare and promise that the customer itself, its agents, or its mediators (“related parties”) do not, and will not, correspond to any of the following items:

(1) A member or associate of an organized crime group, a company related to an organized crime group, a corporate extortionist, or any other antisocial force or a person comparable thereto;

(2) A person who has a close relationship (including but not limited to an act of providing funds or other benefit) or a personal relationship with a person corresponding to the previous item; or

(3) The customer is cooperating or involved in preservation or operation of an antisocial force in addition to the previous item.2. The customer shall promise that the customer itself or its related parties will not commit directly or indirectly an act corresponding to any of the following items:(1) A violent request;

(2) An unreasonable claim beyond legal liability;

(3) Use of threatening speech or behavior (including but not limited to communicating that the customer or its related parties are a person corresponding to the previous paragraph) or violence in relation to a transaction;

(4) An act of damaging the Bank’s trust or interfering with the Bank’s business by disseminating unfounded rumors, using fraudulent means, or using force; or

(5) Other acts comparable to the items above.3. If it has been revealed that the customer violated either the declaration item or the promise item in the previous two paragraphs, the Bank shall be able to take any necessary actions including suspension of the use of this

Service without any notice.4. In the case that the Bank takes necessary actions according to the previous paragraph, the Bank shall assume no responsibility for compensating for any damage, losses, or expenses caused by such necessary actions to the customer.

#### **Article 12 Amendment of the Terms and Conditions**

1. In the case of corresponding to any of the following, the Bank shall be able to amend these terms and conditions by the method provided in the Paragraph 2 of this Article:

(1) The amendment conforms to the general interest of the customer; or

(2) The amendment is not contrary to the purpose of transactions relevant to these terms and conditions, but reasonable in light of the necessity of the amendment, the appropriateness of the contents after amendment, or other situations related to the amendment.2. In the case of amendment according to Paragraph 1 of this Article, the Bank shall determine the effective date of the amendment and announce the amendment of these terms and conditions, the contents after amendment, and its effective date on the Bank's website, and with any other appropriate methods as required.

#### **Article 13 Languages, Governing Laws, and Jurisdiction by Agreement**

The original of these terms and conditions shall be their Japanese language version, and these terms and conditions shall be interpreted based on the laws of Japan. If the necessity of a lawsuit arises in relation to these terms and conditions, the Tokyo District Court shall be the exclusive agreement jurisdictional court of the first instance.

Last modified: May 27, 2020

Digital Wallet Corporation