

## **Terms and Conditions for JCB Cardmembers (FOR INDIVIDUAL MEMBERS)**

Note: These Terms and Conditions for JCB Cardmembers (For Individual Members), the provisions or special agreements attached thereto are made in Japanese and translated into English. The Japanese text is the original and the English text is for reference purposes. If there is any conflict or inconsistency between these two texts, the Japanese text shall prevail.

### **CHAPTER 1. GENERAL PROVISIONS**

#### **Article 1. (Cardmembers)**

1. "Principal Cardmember" means an individual who, after having read, understood, and agreed to these Terms and Conditions for JCB Cardmembers (hereinafter "Terms and Conditions" ), and designating the class of Membership, has filed with the card issuing company (hereinafter "Company" ) and JCB Co., Ltd. (hereinafter "JCB" ), an application and other document in the form prescribed by the Company and JCB (hereinafter collectively, "Both Companies" ) for admission to membership in a card transactions system (hereinafter "JCB Card Transaction System" ) operated by Both Companies (hereinafter "Membership" ), and has been admitted to Membership by Both Companies after examination.
2. "Family Cardmember" means a person who is a member of the family of the Principal Cardmember and, after having read, understood, and agreed to these Terms and Conditions, as the Family Cardmember, has filed with Both Companies, an application and other document in the form prescribed by Both Companies for admission, and been admitted by Both Companies after examination, to Membership of the JCB Card Transaction System.
3. The Principal Cardmember hereby grants all powers and authorities (hereinafter "Agency Power" ) to his/her Family Cardmember for the use of the Card (as defined in Paragraph 1, Article 2, and hereinafter the same) with the Family Card (the Card issued to the Family Cardmember, including the card number of such card, and hereinafter the same) pursuant to these Terms and Conditions on behalf of the Principal Cardmember ( "the use of the Card" hereunder means all or part of the Use for Shopping (as defined in Article 22, and hereinafter the same), the use for one-time cashing payment and revolving cashing payment (one-time cashing payment and revolving cashing payment are hereinafter collectively referred to as "Financial Services" ) as provided in Chapter 3 (Use for Shopping and Financial Services), and the use of the Web Services as provided in Paragraph 4, Article 4-2 and the use of attached services as provided in Article 5, and "the use of the Card" also includes the Use for Shopping, use for Financial Services and other relevant actions with a mobile device, etc. by registering the card number on the mobile device, etc.; hereinafter the same). If there arises any matter that would cancel, terminate or otherwise make null and void the Agency Power granted hereunder to the Family Cardmember, the Principal Cardmember shall apply for ceasing the use of the Card by the Family Cardmember according to Paragraph 5, Article 39. The Principal Cardmember may not claim to Both Companies that the Agency Power has become null and void prior to such apply.
4. All of the use of the Card by the Family Cardmember through use of the Family Card under the Agency Power shall be deemed to be use as an agent of the Principal Cardmember, and thereafter the Principal Cardmember shall bear all payment obligations arising from such use by the Family Cardmember and the Family Cardmember shall in no event bear any payment obligations. The Principal Cardmember shall comply with these Terms and Conditions, ensure with the care of a good manager that the Family Cardmember will also comply with these Terms and Conditions, and in case of violation by the Family Cardmember of any provisions of these Terms and Conditions, the Principal Cardmember be liable to Both Companies jointly and severally with the Family Cardmember.
5. The Principal Cardmember and the Family Cardmember are collectively referred to as "Cardmember" .
6. A contract between the Cardmember and Both Companies shall take effect upon admission of the Cardmember by Both Companies.
7. The Cardmembers are classified into such classes as Gold Cardmember, Standard Cardmember, etc. The usage limits of the Card (as defined in Paragraph 1, Article 2), scope of use, method of use, and the admissibility of the Cardmember's family as the Family Cardmember shall differ according to the class to which the Cardmember belongs.

#### **Article 2. (Issue of Card)**

1. The Company shall issue to each Cardmember a credit card issued by Both Companies (hereinafter "Card" ), including the IC card that the IC chip is built-in (hereinafter "IC Card" ). The Cardmember shall immediately affix his/her signature on the Card upon receipt of the Card issued to him/ her if the Card has the signature area (signature panel).
2. All or part of the following information is indicated on the Card, or on the screen which only the Cardmember can read:
  - (1) name of the Cardmember;
  - (2) card number and expiration date of the Card (hereinafter referred to as "Card Number, etc." ); and
  - (3) security code (the last three digits of the seven-digit number printed on the signature panel, or three digits number printed as "SECURITY CODE" , on the signature panel if printed on the back of the Card, and Card Number, etc. and security code are collectively referred to as "Card Information").In case of card absent transactions, etc., since the Use for Shopping may be available by using all or part of the Card Information without presenting the card, the Cardmember shall take care of the Card Information with the care of a good manager pursuant to the following Paragraph in order to prevent misuse of the Card Information by a third party.
3. The Card shall remain the property of JCB. The Cardmember shall use and take care of the Card and the Card Information with the care of a good manager. In addition, the Card and the Card Information shall be used exclusively by the Cardmember itself. The Cardmember shall not lease, deposit, sell or pledge the Card or deposit the Card Information to others or permit others to use the Card Information.

#### **Article 3. (Reissue of Card)**

1. If the Card has been lost, stolen, damaged, defaced, illegally acquired, or modified, or any information included in the Card is lost, Both Companies will, upon the request by the Cardmember and completion of JCB's investigation thereof, reissue the Card to the Cardmember in principle: provided, however that Both Companies may refuse to reissue the Card if there is a legitimate reason to do so. The Principal Cardmember shall pay the re-issuance Card fee as prescribed by the Company with respect to his/her own Card and the Family Card reissued to the Family Cardmember as well. The re-issuance Card fee will be separately notified or published by the Company.
2. Both Companies have the right to change the card number if Both Companies consider that such change is necessary for management and protection of the Card Information by Both Companies or otherwise business reasons.

#### **Article 4. (Functions of Card)**

1. The Cardmember may use the functions set forth in Chapter 3 (Use for Shopping and Financial Services) by using the Card in such manner and upon such terms as set forth in these Terms and Conditions.
2. The Use for Shopping is a function by which the Cardmember may entrust the Company with the payment to the Merchant

(as defined in Article 22, and hereinafter the same) on behalf of the Cardmember with respect to the cost of the goods, entitlements or services from the Merchant. The Company shall provide the Cardmember with the service to make payment to the Merchant pursuant to the entrustment from the Cardmember.

- 3.The Financial Services is a function by which the Cardmember may borrow money from the Company by using a CD/ATM prescribed by JCB or other means, and consists of three services: one-time cashing payment, overseas one-time cashing payment and revolving cashing payment (as defined in Articles 30 to 31, and hereinafter the same).

#### **Article 4-2. (Web Services, etc.)**

- 1.The Services provided by Both Companies under these Terms and Conditions include "MyJCB" , a web service prescribed by Both Companies, and "J/Secure (TM)" , an online identity authentication service prescribed by Both Companies (a service conducting the identity authentication with entering password or any other method prescribed by Both Companies at an online transaction, etc. through the internet, etc.) (hereinafter collectively, "MyJCB, etc." ), and all Cardmembers shall be registered as users of MyJCB, etc. in principle. Provided, however, that the Cardmember who does not have any internet environment, such as having no personal computer or smartphone, shall not be required to use MyJCB, etc.
2. "Terms and Conditions for MyJCB Users" and "Terms and Conditions for J/Secure (TM) Users" separately provided by Both Companies shall apply to use of MyJCB, etc.
- 3.If the Cardmember does not use "MyJCB" or "J/Secure (TM)" (including a case where the Cardmember is not registered as the user of "MyJCB" or "J/Secure (TM)" ), the Use for Shopping online by the Cardmember may not be available.
- 4.If approved by Both Companies, the Cardmember may use a web service other than MyJCB, etc. (including, without limitation, "MyJ Check" , etc.; hereinafter the same) (MyJCB, etc. and other web services are hereinafter collectively referred to as "Web Services, etc." ) by registering the web service as separately stipulated by the Company; provided, however, that the Family Cardmember may not use a part of functions among the Web Services.
- 5.If the Cardmember has an email address, mobile phone number or both of these, the Cardmember shall report them (only email address is required for the Family Cardmember) to Both Companies in the manner prescribed by Both Companies and shall keep the status where it can immediately receive and confirm an email or short message sent by Both Companies, JCB or the Company.
- 6.In the event that the Cardmember changes the email address or mobile phone number reported to Both Companies, the Cardmember shall immediately report such change as prescribed by Both Companies.
- 7.Even though the Cardmember suffers any damage due to its violation of any of the two preceding paragraphs, Both Companies shall not be liable for such damage unless there is any reason attributable to Both Companies.

#### **Article 5. (Attached Services)**

- 1.In addition to the functions and services set forth in Chapter 3, the Cardmember may make available the services and privileges attached to the Card (hereinafter "Attached Services" ) and provided by the Company, JCB or the companies which the Company or JCB affiliates with (hereinafter "Service Providing Company" ). The Company shall inform in writing the Cardmember of or otherwise make publicly known the Attached Services and their contents which are made available to the Cardmember.
- 2.Attached Services may differ depending upon the kind of the Card. The Cardmember shall comply with any rules, if any, regarding the use of the Attached Services. If the Cardmember breaches any provision of these Terms and Conditions or any rule regarding the use of the Attached Services, or Both Companies reasonably determine that the use of the Card by the Cardmember is inappropriate, all or some of the Attached Services may be unavailable to him/her.
- 3.The Cardmember may be requested to present the Card (the Card as defined in Article 2, which does not include an ETC card or mobile device, etc. that cannot confirm the type of the Card or the Card Number, etc., and hereinafter the same in this Paragraph) to the Service Providing Company or the Merchant, or may be requested to use the Card for shopping at the Merchant, in order to use the Attached Services. In addition, when using the Attached Services, the Cardmember shall use the services in accordance with the methods prescribed by the Company, JCB or the Service Providing Company.
- 4.The Company, JCB or Service Providing Company may change the Attached Services and their contents whenever it deems necessary.

#### **Article 6. (Expiration Date of Card)**

- 1.The expiration date of a Card shall be the last day of the calendar year and month indicated on the Card, or on the screen which only the Cardmember can read (the same month in each year as the month of the expiration date is hereinafter referred to as "Expiry Month" ).
- 2.Both Companies will issue a new Card with a renewed expiration date (hereinafter "Renewal Card" ) to the Cardmember who has not notified Both Companies of his/her intention to withdraw from the Membership before the expiration date of his/her Card and whose continued Membership is approved after review by Both Companies at their discretion.

#### **Article 7. (Personal Identification Number)**

- 1.The Cardmember shall register with Both Companies his/her personal identification number (a number consisting of four digits, hereinafter "Personal Identification Number" ); provided, however, that if the Cardmember fails to register his/her Personal Identification Number or if the Company considers the Personal Identification Number designated by the Cardmember inappropriate, then the Company may determine and register a Personal Identification Number in the manner prescribed by the Company and notify such registered Personal Identification Number to the Cardmember.
- 2.When newly registering or changing the Personal Identification Number, the Cardmember shall avoid the use of a number that is easily guessed by others such as date of birth and telephone number. Both companies shall not be liable for any damage caused by the use of such number. The Cardmember shall take care of the Personal Identification Number with the care of a good manager so that the Personal Identification Number may not be disclosed to any third party. If the registered Personal Identification Number is used in connection with use of the Card, such use shall be presumed to be use by the Cardmember to whom the Card is issued, and the Principal Cardmember shall be responsible for any and all payments arising from such use of the Card. Notwithstanding the preceding sentence, Principal Cardmember will not be responsible if there is no willful misconduct or negligence by the Cardmember with respect to management of the registered Personal Identification Number.
- 3.The Cardmember may change his/her Personal Identification Number by giving notice to the Company in the manner prescribed by the Company; provided, however, that if the Cardmember changes his/her Personal Identification Number with respect to his/her IC Card, the Cardmember is required to take procedures to re-issue the IC Card. (This does not apply to changes made in a manner specifically approved by Both Companies.)

#### **Article 8. (Annual Fee)**

- 1.The Principal Cardmember shall pay an annual fee (whose amount may change according to the existence and the number

of Family Cardmembers) to the Company each year in such amount as notified or published by the Company on the due date, the date of which is set forth in Article 33 and the month of which is three (3) month after the Expiry Month (or, in the case of the initial annual fee after being admitted to the Membership, the month of which is the month immediately following the month indicated on the Card as the expiration month ); provided, however, that if the annual fee is not paid on the relevant due date, that fee may be charged on the due date of the immediately following or subsequent month. The annual fee once paid shall not be refundable if the Cardmember withdraws from, or loses the Membership for any reason other than those attributable to the Company or JCB.

2. The due date of an annual fee may differ depending upon the type of the Card. In such case, the due date will be notified or published by the Company.

#### **Article 9. (Changes in Reported Matters)**

1. The Cardmember shall immediately report to Both Companies any change in the matters previously reported to Both Companies, such as the Cardmember's name, address, telephone number, place of work, job, purpose of use of the card, Payment Account (as defined in Article 33), Personal Identification Number, Family Cardmembers, nationality, residency information (status of residence and period of stay, etc. in a case where the Cardmember is not a Japanese citizen) or email address (hereinafter "Registered Information" ) in the form prescribed by Both Companies. In addition, if Both Companies request the Cardmember to provide any material which proves registered matters (including changes in such registered matters), the Cardmember shall provide it to Both Companies.
2. Even in a case where the Cardmember fails to report to Both Companies change of the Registered Information set forth in the preceding Paragraph, Both Companies may deem a change of the Registered Information to have been reported to Both Companies if Both Companies reasonably finds such change of the Registered Information according to the personal information or other information acquired by Both Companies in accordance with legally appropriate procedures, and the Cardmember shall not make any objection to Both Companies' findings set forth in this Paragraph. In addition, the Cardmember shall comply with any request from Both Companies to confirm whether or not there has been any change in the Registered Information.
3. If the matters provided for in the preceding Paragraph 1 has not been reported and in consequence thereof the notices, documents, or other things dispatched by the Company are delayed or not delivered, such notices, documents or other things shall be deemed to have been received by the Cardmember at the time when they normally would have been received, except where the Cardmember failed to report due to the causes beyond his/her control.

#### **Article 10. (Change of Class of Membership)**

1. The Principal Cardmember may change his/her class of Membership if the Principal Cardmember applies for admission of such change and Both Companies have approved after its review thereof. The Personal Identification Number shall not be changed in accordance with the change of class of Membership, unless the Cardmember requests the change of the Personal Identification Number to Both Companies. Even if the Cardmember requests the change of the Personal Identification Number to Both Companies, the Personal Identification Number shall not be changed if the Company considers the number to be inappropriate as the Personal Identification Number.
2. If the Principal Cardmember submits a new application for admission to Membership to Both Companies or their affiliated company participating in the JCB Card Transaction System, designating any class of Membership other than the class to which the Principal Cardmember belongs, the application submitted by the Principal Cardmember may be deemed to be an application for change of class of Membership. Paragraph 1, Article 7 shall also apply mutatis mutandis to the Personal Identification Number.
3. Upon change of class of Membership, the usage limits, scope and method of use, the admissibility of the Family Cardmember, the rate of fee, terms and conditions of attached services, and other terms designated by the Company in the new class of Membership become applicable. Change of class of Membership may cause the agreement regarding his/her Family Cardmember or any service or function available to the Cardmember to fail to be succeeded.

#### **Article 11. (Personal Identification)**

1. Unless the personal identification procedure set forth in the Act on Prevention of Transfer of Criminal Proceeds (verification of customer identification data, etc.) is completed within the period prescribed by the Company, or the Company deem it necessary based on the Act, the Company may refuse the admission to Membership, restrict any use of the Card or revoke his/her Membership.
2. Both Companies may request the Cardmember to confirm any matter or to provide materials to properly understand the information notified or reported by the Cardmember to Both Companies and the details of transactions with the use of the Card. In this case, the Cardmember shall not refuse or delay in responding the Both Companies' request without reasonable ground.

#### **Article 11-2. (Exclusion of Anti-Social Forces)**

1. The Cardmember and applicant for admission to the Membership (hereinafter collectively "Cardmember, etc." ) covenant that the Cardmember, etc. does not, and will not in the future, fall into any of organized crime groups, organized crime group members and members for whom five (5) years have not yet passed since leaving an organized crime groups, non-regular members of an organized crime group, a person who belongs to company closely related to an organized crime group, a corporate racketeer, etc., a rogue acting in the name of a social movement, etc., a special intelligence violent group, etc., terrorists or a person designated by the Japanese government or foreign governments as subject to economic sanctions (hereinafter collectively "Crime Syndicate, etc." ), a person living in harmony with Crime Syndicate, etc. or any other person equivalent to any of the above (hereinafter collectively "Anti-Social Forces" ), and that the Cardmember, etc. does not conduct violent demand, undue demand beyond legal responsibilities, threatening behavior or using violent force regarding transactions, damaging Both Companies' credit or obstructing Both Companies' business by spreading false rumors or by the use of fraudulent means or forces or any other act equivalent to any of the above, whether directly or indirectly through a third party.
2. In the event that the Company believes that there is a suspicion that Cardmember, etc. breaches the preceding Paragraph, the Company shall have the right to refuse the application for admission to the Membership, suspend the use of the Card or take any other measures required. In the event the use of the Card is suspended, Cardmember, etc. shall not resume the use of the Card until approved by the Company. In addition, in the event the Company deems that the Cardmember, etc. violates the preceding Paragraph, all obligations of the Principal Cardmember to the Company shall be accelerated and become immediately due and payable in accordance with the Paragraphs 1(6) and 2, Article 38, and the Company shall revoke his/her Membership in accordance with the Paragraphs 4(6) and (7), Article 39.

3. Even if damages arise in the Cardmember, etc. due to the application of the preceding Paragraph, the Cardmember, etc. shall not request Both Companies for such damages.
4. "A person living in harmony with Crime Syndicate, etc.," as set forth in preceding Paragraph 1, shall mean a person falling into any of the followings:
- (1) A person whose management is controlled by a Crime Syndicate, etc.;
  - (2) A person whose management a Crime Syndicate, etc., is substantially involved in;
  - (3) A person who wrongfully uses a Crime Syndicate, etc., for the purpose to make unjust benefits of his/her own or a third party or to inflict any damage on a third party;
  - (4) A person who provides funds or other benefits to, or otherwise is involved in any activity of, a Crime Syndicate, etc.;
  - (5) A person who has a socially blamable relationship with a Crime Syndicate, etc.; or
  - (6) A person who benefits from fund raising activities of a Crime Syndicate or by utilizing a Crime Syndicate's forces and power for information gathering and fund raising.

**Article 11-3. (Prohibition of Money Laundering, etc.)**

The Cardmember shall not use the Card for the purpose of engaging in money laundering, financing Anti-Social Forces (including terrorists) or conducting any act that violates any laws or regulations, such as economic sanctions-related laws or regulations, or international regulations (hereinafter collectively, "Money Laundering, etc." ), or as a method for doing Money Laundering, etc.

**Article 12. (Outsourcing and Subcontracting)**

The Cardmember hereby agrees that the Company may outsource or subcontract the payment and any other services to JCB.

**CHAPTER 2. PERSONAL INFORMATION**

**Article 13. (Gathering, Obtaining, Utilization and Outsourcing of Personal Information)**

1. The Cardmember, etc. agree that Both Companies deal with the personal information of the Cardmember, etc., with such measures as required to protect the personal information taken by Both Companies, in the following manner:
  - (1) Both Companies may collect and use the following personal information (a) through (i) for the purpose of decision on grant of credits to the Cardmember, etc. and management after granting credits to the Cardmember, etc. with respect to transaction with the Company, JCB or Both Companies, including transactions relating to these Terms and Conditions (including the application for the admission to the Membership, and hereinafter the same).
    - (a) Information notified by the Cardmember, etc. at the time of application for the membership and after admission to the Membership pursuant to Article 9, including, without limitation, name, date of birth, sex, address, telephone number (which also serves as the number to which the short message service is sent), place of work, job, purpose of use of the card, e-mail address;
    - (b) Information relating to the contents of the agreement between the Cardmember, etc. and Both Companies, including, without limitation, application date for membership, approval date for membership, expiration date, and usage limits;
    - (c) Information on usage of cards, status of payments and contents of inquiries made by the Cardmember, etc., and information that Both Companies have come to know in the course of decision on grant of credits, debt collection and management after granting credits;
    - (d) Information regarding income, debt, and family member notified by the Cardmember, etc. at the time of applying for admission to the Membership and after admission to the Membership, and other information on the usage of credit service and payment collected by the Company or JCB;
    - (e) Information stated in the identification documents as set forth in the Act on Prevention of Transfer of Criminal Proceeds and stated in the income certificates and other documents submitted to the Company by the Cardmember, etc.;
    - (f) Information stated in documents issued by public organizations, including, without limitation, resident certificates, collected by the Company or JCB in an appropriate and lawful manner (necessary information from (a) through (c) may be disclosed to public organizations in accordance with the applicable laws and regulations for application for the issuance of such documents to public organizations);
    - (g) Information stated in telephone directories, residential maps, official gazettes, etc.;
    - (h) Information provided by the Cardmember, etc. on purchase page on a Merchant's website for card absent transactions using internet or other communication means, including, without limitation, name, e-mail address, telephone number, address to which goods are sent and address to which claims are made (hereinafter "Online Transaction Information" ); and
    - (i) Information on personal computers, smartphones, tablet terminals, and other equipment used by the Cardmember, etc. for card absent transactions using internet or other communication means, including, without limitation, OS type and language, IP address, location information and terminal identification number (hereinafter "Device Information" ).
  - (2) The Company or JCB may use the personal information set forth in (1) (a) through (d) above for the following purposes; provided, however, that if the Cardmember requests suspension of sending a questionnaire or other media for the purpose of market research as set forth in (c) below or business advertisement as set forth in (d) below, Both Companies will suspend it unless such suspension causes any trouble to business operation of Both Companies. Such request to suspend shall be addressed to the information desk as set forth herein.
    - (a) To provide functions of, and services attached to, the Card;
    - (b) To make transactional determination in credit card business and other business of the Company, JCB or Both Companies (this means business stated in Articles of Incorporation of the Company or JCB, and it may be referred to as "Both Companies' Business" ), including, without limitation, determination on review of Merchant application by the Cardmember and determination on transaction with the Cardmembers' family members and relatives;
    - (c) To develop new products, new functions, new services, etc. in Both Companies' Business and conduct marketing research;
    - (d) To make advertisement of the Company, JCB, Merchants or others, and to solicit loan agreements, in Both Companies' Business by means of sending advertisements or telephone, email, or other means of communication;
    - (e) To provide information to public agencies and public organizations upon their request as responses to inquiries on the matters relevant to investigations in accordance with Paragraph 2, Article 197 of the Code of Criminal Procedure and other applicable laws and regulations; and
    - (f) To conduct operations relating to prevention of Wrongful Transaction ( "Wrongful Transaction" collectively means unauthorized use of the Card or Card Information, etc. by a third party or any and all transactions using the Card or Card



Information, etc. with any wrongful purpose; this shall apply hereinafter) (hereinafter "Prevention of Wrongful Transaction" ), including, without limitation, operations to prevent damage or loss incurred to users of the Card who are not the principals of the personal information above.

- (3) Both Companies may disclose the personal information set forth in (1) (a) through (g) above to third parties with whom the Company or JCB has contracted for outsourcing certain services of JCB hereunder to the extent necessary to carry out such services.
- (4) In order to conduct business operation to prevent unauthorized use of the card number by third parties based on the Installment Sales Act and other applicable laws, the Company or JCB may identify verification by using the personal information set forth in (1) (h) and (i) above included in Online Transaction Information and Device Information for card absent transactions using internet or other communication means. In the event that the card absent transactions are judged to be relatively likely to be the unauthorized use of the card number by a third party as a result of the analysis, the Company may require additional identification procedures or refuse to use the cards for shopping in the card absent transactions in order to protect the property of the Cardmember. Both Companies may, for such purpose, provide the personal information set forth in (1) (h) and (i) above to a service provider operating fraud detection services, and receive the results of analyses conducted by the service provider from such service provider. In addition, after the completion of online transactions by the Cardmember, the service provider may hold the personal information after transforming it to a form that the individuals cannot be directly identified from the information for a certain period of time, and may internally use the information for analysis in fraud detection services for organizations other than Both Companies which the service provider affiliates with. For more information, please refer to J/Secure (TM) service information on the JCB website.
2. The Cardmember, etc. agrees that Both Companies and JCB's affiliated companies participating in the JCB Card Transaction System may jointly use the personal information set forth in (1) (a) through (d) (except for the personal information obtained solely through the credit information agencies pursuant to Article 14) for the purpose of decision on grant of credits, management after granting credits and other judgment for transactions with the companies. (To confirm JCB's affiliated companies, please refer to the following website: <https://www.jcb.co.jp/r/riyou/> ) JCB is the person who is responsible for management of personal information subject to joint usage set forth in this Paragraph.
3. The Cardmember, etc. agrees that the affiliated companies with which the Company or JCB has made an agreement concerning the provision of the personal information (hereinafter "Joint Use Company" ) may jointly use the personal information set forth in (1) (a), (b) and (c) for the purpose of providing the services by Joint Use Company (To confirm the information on the Joint Use Company and the purpose of joint usage, please refer to the following website: <https://www.jcb.co.jp/r/riyou/> are specified in the last of these Terms and Conditions.). JCB is the person who is responsible for management of personal information subject to joint usage set forth in this Paragraph.
4. The Cardmember agrees that the affiliated companies with which JCB has made an agreement concerning the joint usage of the personal information for Prevention of Wrongful Transaction (hereinafter "Joint Use Company for Prevention of Wrongful Transaction" ); To confirm such Joint Use Company for Prevention of Wrongful Transaction, please refer to the following website: <https://www.jcb.co.jp/r/riyou/> ) may jointly use the information on usage of cards set forth in Paragraph 1(1)(c) for the purpose of providing the services to prevent Wrongful Transaction. The Joint Use Company for Prevention of Wrongful Transaction does not identify each Cardmember because the information jointly used with the Joint Use Company for Prevention of Wrongful Transaction does not include Cardmembers' names. JCB is the person who is responsible for management of personal information subject to joint usage set forth in this Paragraph.

#### **Article 14. (Use of and Registration on Credit Information Agencies)**

1. With regard to credit information agencies (organizations in the business of collecting information on personal solvency and furnishing such information to their participating members) that the Company or JCB utilizes and registers as a participating member, the Principal Cardmember and its applicants (hereinafter collectively "Principal Cardmember, etc." ) hereby agree to the following.
  - (1) For the purpose of investigating the solvency of the Principal Cardmember, etc., Both Companies may make inquiries to the credit information agencies to which they respectively belong (hereinafter "Participated Credit Information Agencies" ) and the credit information agencies with which they affiliate (hereinafter "Affiliated Credit Information Agencies" ), and use the personal information of the Principal Cardmember, etc. if it is registered therein. The registered personal information includes information, such as information stated in official gazettes, information that a complaint about registered information has been received and that the matter is under research, and information reported by the person that personal identification papers have been lost or stolen, collected and registered by the Participated Credit Information Agencies and the Affiliated Credit Information Agencies by their own.
  - (2) The personal information based on objective transactions pursuant to these Terms and Conditions by the Principal Cardmember, etc. and the information collected by the Participated Credit Information Agencies by its own may, by registered to the Participated Credit Information Agencies for the period specified in the table "Registered Information and Registration Period" , be provided to participating members of the Participated Credit Information Agencies and Affiliated Credit Information Agencies, and be used for the purpose of the judgment on their own credit transactions (i.e., investigation of solvency and survey of relocated address of the Principal Cardmember, etc.; provided, however, that information on the solvency will be used only for the investigation of solvency in accordance with the Installment Sales Act and the Money Lending Business Act.).
  - (3) The Participated Credit Information Agencies and their participating members may mutually provide and use the personal information registered at the Participated Credit Information Agencies, to the extent necessary for the purpose of protection and proper use of the personal information at the Participated Credit Information Agencies, including, without limitation, for the maintenance of the accuracy and update, the handling of complaints, and the monitoring of the state of regulatory compliance on participating members.
2. The Family Cardmember admitted or an applicant as the Family Cardmember filing an application prior to March 30, 2005 (hereinafter "Family Cardmember, etc." ) and whose personal information regarding objective transactions pursuant to these Terms and Conditions and the other information individually collected by the Participated Credit Information Agencies are registered at the Participated Credit Information Agencies, hereby agree that the Participated Credit Information Agencies and their participating members may continue to use such registered personal information for the purpose of investigation of the Family Cardmember, etc.'s solvency.
3. The Participated Credit Information Agencies and the Affiliated Credit Information Agencies are specified at the end of these Terms and Conditions, and information to be registered with each Participated Credit Information Agencies are specified in

the "Registered Information and Registration Periods" at the end of these Terms and Conditions. If the Company or JCB newly participates in any other credit information agencies, the Company or JCB shall notify the Principal Cardmember, etc. of such participation in writing or any other manner and obtain approval of the Principal Cardmember, etc.

**Article 15. (Disclosure, Correction, Deletion of Personal Information)**

1. The Cardmember, etc. may request the Company, JCB, affiliated companies participating in the JCB Card Transaction System, the Joint Use Company, the Joint Use Company for Prevention of Wrongful Transaction, and the Participated Credit Information Agencies to disclose his/her personal information held by each company and agency above specified. Such request shall be addressed to the following:
  - (1) Request of disclosure against the Company  
: the Company's Customer Service Desk as specified in the last of these Terms and Conditions
  - (2) Request of disclosure against JCB, affiliated companies participating in the JCB Card Transaction System, the Joint Use Company, and the Joint Use Company for Prevention of Wrongful Transaction  
: JCB Customer Service Desk as specified in the last of these Terms and Conditions
  - (3) Request of disclosure against the Participated Credit Information Agencies  
: Each Participated Credit Information Agencies as specified in the last of these Terms and Conditions
2. If any personal information registered is found incorrect or otherwise wrong, Both Companies shall immediately correct or delete such personal information.

**Article 16. (Disagreement on Handling of Personal Information)**

Both Companies may refuse admission to Membership or revoke his/her Membership if the Cardmember, etc. does not desire to fill in any matter required for application for admission to the Membership or does not agree to any matter with regard to handling of the personal information set forth in this Chapter; provided, however, that Both Companies will not refuse admission to Membership or revoke his/her Membership on account of any request made by the Cardmember, etc. to suspend delivery of the questionnaire forms or other media for the purpose of marketing research services as set forth in Item(2) (c), Paragraph 1, Article 13 or to provide any advertisement of the Company, JCB or Merchant as set forth in Item(2) (d), Paragraph 1 of the same Article. (Any request shall be addressed to the information desk as specified in the last of these Terms and Conditions.)

**Article 17. (Use of Personal Information upon Application Refusal and Withdrawal from Membership)**

1. The fact that an applicant has applied for admission to Membership and then Both Companies have refused such application for whatever reasons may be used for the purposes set forth in Article 13 (except the delivery of the questionnaire forms for the purpose of marketing research as set forth in Item(2) (c), Paragraph 1, Article 13 or the guidance or advertisement of the Company, JCB or Merchant as set forth in Item(2) (d), Paragraph 1 of the same Article) and for a certain period pursuant to Article 14, and may not be used for any other purposes.
2. Even after the Cardmember withdraws from Membership pursuant to Article 39 or Membership is revoked, Both Companies may retain and use personal information for the purposes set forth in Article 13 (except the delivery of the questionnaire forms for the purpose of marketing as set forth in Item(2) (c), Paragraph 1, Article 13 or the advertisement of the Company, JCB or Merchant as set forth in Item(2) (d), Paragraph 1 of the same Article) and to the extent necessary for corresponding to request of disclosure for a certain period as prescribed in laws and ordinances or as designated by Both Companies.

**CHAPTER 3. USE FOR SHOPPING; FINANCIAL SERVICES**

**Article 18. (Standard Period)**

For the purpose of these Terms and Conditions, "Standard Period" means the period commencing on the sixteenth (16th) day of the previous month up to the fifteenth (15th) day of the current month.

**Article 19. (Usage Limits)**

1. The Company shall, upon examination, determine the following card usage limit for each product (hereinafter collectively "Usage Limit by function") for the Principal Cardmember.
  - (1) one-time shopping payment usage limit;
  - (2) revolving shopping payment usage limit;
  - (3) installment shopping payment/shopping skip payment usage limit;
  - (4) two-time shopping payment usage limit;
  - (5) bonus one-time payment usage limit;
  - (6) one-time cashing payment usage limit;
  - (7) overseas one-time cashing payment usage limit; and
  - (8) revolving cashing payment usage limit.
2. The Usage Limit by function in the preceding Paragraph is classified into the following three product groups, and the usage limit for each product group (hereinafter "Inner Limit") is as follows. Inner Limit for each product group shall be the highest of the Usage Limit by function of each product group.
  - (1) Usage Limit by function as set forth in (1) of the preceding Paragraph: Classified as "Shopping Limit"
  - (2) Usage Limit by function in (2) through (5) of the preceding Paragraph: Classified as "Shopping Balance Limit"; or
  - (3) Usage Limit by function in (6) through (8) of the preceding Paragraph: Classified as "Total Cashing Limit".
3. The aggregate usage limits for the use of the Card (hereinafter "Total Limit") shall be the highest of the Usage Limit by function in Paragraphs 1 (1) through (8). The Usage Limit by function, Inner Limit, and Total Limit are collectively referred to as the Usage Limits.
4. The Company may increase or decrease the Usage Limits at its discretion according to the records of the use of the Card, credit standing or any other factors; provided, however, that the Company will not increase the Usage Limits if the Principal Cardmember requests not to increase his/her Usage Limits. In addition, the Usage Limits may be decreased in the absence of the submission of the prescribed documents stipulated in the Money Lending Business Act.
5. The Company may, upon request from the Principal Cardmember, temporarily increase the Usage Limits at its discretion according to the records of the use of the Card, credit standing, reasons why the Principal Cardmember desires to increase the Usage Limits or any other factors. In such case, upon the expiration of the increased period determined by the Company, the Usage Limits shall return to the amount before the increase without any notice from the Company. In addition, upon every request from the Principal Cardmember, the Company shall examine whether or not a temporary increase in the Usage Limits shall be granted.
6. If the Principal Cardmember is issued by the Company more than one JCB Card (as defined as credit cards etc. issued by the Company and designated by Both Companies, including the Card Information related to the credit cards, and hereinafter the

same), the aggregate usage limits for the use of all JCB Cards (except for the certain Cards) shall be, in principle, the highest of each Usage Limits designated to each JCB Card (hereinafter "Total Credit Limit" ), and be in no event the total amount of each Usage Limits designated to each JCB Card. Notwithstanding the Total Credit Limit, the Usage Limits for each JCB Card shall be individually designated to each JCB Card.

7. The Company may restrict any use of the Card in certain countries or regions designated as insufficient in development of the system for preventing transfer of criminal proceeds by the Order for Enforcement of the Act on Prevention of Transfer of Criminal Proceeds (hereinafter "Specified countries, etc."), and to foreign PEPs (foreign heads of state, persons who are in a significant public position in a foreign country and their families, etc., as provided for in the said Order for Enforcement, and hereinafter the same) who are subject to strict personal identification under the said Order for Enforcement. In addition, in the event the Cardmember resides in Specified countries, etc. or the Company deems that the Cardmember falls into foreign PEPs, the Company may suspend the use of the cashing services by revoking the Total Cashing Limit.

#### **Article 20. (Amount Available)**

1. The extent to which the Cardmember may use the Card shall be limited to the lowest of the following. In addition, this Paragraph through Paragraph 3 shall apply to all uses for shopping and Financial Services.
  - (1) Usage Limit by function of the product to be used by the Cardmember less the outstanding balance of the Usage Limit by function (the outstanding balance of the usage limit set forth in Paragraph 1 (3) of the preceding Article shall be the total of the outstanding balance of installment shopping payment and the outstanding balance of shopping skip payment.);
  - (2) Inner Limit of the products to be used by the Cardmember less the outstanding balance of the Inner Limit; or
  - (3) Total Limit less the Cardmember's all outstanding balance.
2. "Outstanding balance" in the preceding Paragraph means the amount payable to the Company based on the use of the Card by the Cardmember (whether or not the due date has arrived, and excluding the one-time cashing payment fee, revolving cashing payment interest, revolving shopping payment fee, installment shopping payment fee, shopping skip payment fee and late charges), for which payment from the Principal Cardmember has not yet been confirmed by the Company, and shall mean the total of the Principal Cardmembers' amount and Family Members' amount.
3. Notwithstanding the preceding two Paragraphs, if the Principal Cardmember is issued by the Company more than one JCB Card, and is therefore subject to Paragraph 6 of preceding Article, the outstanding balance of card charges under Paragraph 1 hereof shall be the total of the outstanding balance of all JCB Cards held by the Principal Cardmember and the outstanding balance of the Family Cards issued under the Terms and Conditions for such JCB Cards.
4. For the avoidance of doubt, the Principal Cardmember shall have the obligation to make payments in respect of uses of the Card in excess of the Usage Limits.
5. If the Cardmember uses the Card for shopping by revolving shopping payment, installment shopping payment, two-time shopping payment or bonus one-time payment in excess of the Usage Limit by function set forth in Paragraph 1 (2) through (5) of the preceding Article, the Cardmember shall be deemed to have designated such excess amount to be paid by one-time shopping payment.

#### **Article 21. (Method of Calculation of Rate of Fee or Interest)**

1. Rate of fee or interest (including late charges; hereinafter the same in this Article) shall be calculated based on the actual number of days divided by three hundred and sixty five (365) (or three hundred and sixty six (366) in the leap year), unless otherwise stipulated in these Terms and Conditions.
2. The rate of fee or interest applicable to the use of the Card under these Terms and Conditions or other agreements may be revised by the Company due to changes in financial conditions or other reasonable causes.

#### **Article 22. (Use for Shopping)**

1. The Cardmember may purchase goods, entitlements or services from any merchant or service establishment in and outside of Japan which was approved by JCB, an affiliated company and a group company (関係会社) of JCB and accepts JCB card (hereinafter "Merchant" ), in accordance with the methods set forth in Paragraph 2 through 5 of this Article or the methods specifically approved by Both Companies, by entrusting the Company with the payment to the Merchant, without cash settlement between the Cardmember and the Merchant, pursuant to the provisions of this Article or as otherwise stipulated by Both Companies (hereinafter "Use for Shopping" ). The Cardmember shall be deemed to have entrusted the Company with the payment to the Merchant by using the Card at the Merchant, and the Company shall make payment to the Merchant on behalf of the Cardmember, whether directly or indirectly through a third party.
2. The Use for Shopping may be available by presenting his/her Card or holding his/her Contactless IC Card, etc. to a specified equipment at the Merchant's establishment (including the case of an unattended card payment terminal) in a manner prescribed by JCB, and, following the instructions of the Merchant, entering the Personal Identification Number in the terminal equipment installed at the Merchant's establishment in principle. Provided, however, instead of entering the Personal Identification Number in the terminal equipment installed at the Merchant's establishment, the Use for Shopping may be available by affixing his/her signature corresponding to the signature appearing on the Card or performing other prescribed procedures without entering the Personal Identification Number in the terminal equipment.
3. At the Merchant introducing card absent transactions using communication means such as online trading using internet or any other transaction specifically approved by Both Companies, the Use for Shopping may be available by sending or notifying Card Number, etc. in the manner prescribed by the Merchant, or in addition to the above method, by sending a security code or a password specified in Terms and Conditions for J/Secure (TM) Users or by other methods separately prescribed by Both Companies. In such case, the Cardmember may omit presenting the card and entering the Personal Identification Number.
4. With regard to transactions at the Merchant such as hotels, rental cars, etc. specifically approved by Both Companies, if the Cardmember has agreed in advance with the Merchant, the Cardmember may present the Card to the Merchant, and enter the Personal Identification Number or affix his/her signature to a prescribed sales draft, etc. (hereinafter "Entering PIN, etc." ) only for a part of the amount of the card charges for shopping, and omit presenting the card or Entering PIN, etc. for the remaining amount (including the amount found to be used after Entering PIN, etc.).
5. The Cardmember may purchase continuous services designated by Both Companies such as telecommunications charges by having his/her Card Number, etc. registered with the Merchant in advance. In the event of a change in his/her Card Number, etc. registered at the Merchant or in the event of withdrawal from the Membership or loss of the Membership, the Cardmember shall notify the Merchant of such change, withdrawal or loss of membership status. In the event of the foregoing, the Cardmember agrees in advance that the change of Card Number, etc., the withdrawal from the Membership or loss of the Membership may be made available by the Company or JCB to the Merchant on behalf of the Cardmember. In

- addition, even after notice of the withdrawal from the Membership or loss of the Membership has been given to the Cardmember, the Principal Cardmember shall be obliged to pay for the use of the Card at such Merchant in accordance with the 3rd sentence of the Paragraph 1, Article 39 and Paragraph 4, Article 39.
6. The Use for Shopping requires the Company's authorization, which shall be acquired by means of the Merchant making an inquiry to the Company with respect to the Use for Shopping; provided, however, that the Company's authorization may not be required depending upon the amount of card charges involved, the goods or entitlements to be purchased or the kind of services to be received.
7. When the Card (including the Card Information, hereinafter the same in this Paragraph) is presented or notified to the Merchant for Use for Shopping, the Company may, for the purpose of preventing unauthorized use of the Card by a third party, take the following measures.
- (1) The Company may, before or after the use, confirm directly (by telephone or other means) or through the Merchant that the Card is being used by the Cardmember himself/herself.
  - (2) The Company or JCB may, upon request by the Merchant to JCB or JCB's affiliated company, verify the card number, name, address, telephone number or other information submitted to the Merchant by the user of the Card with the personal information reported to Both Companies by the Cardmember, and notify the Merchant of whether the former is in conformity with the latter.
  - (3) In the event the Company determines at its discretion that there is a possibility of unauthorized use of the Card by a third party, the Company may withhold or decline use of the Card without prior notice to the Cardmember.
  - (4) The Company may ask the user of the Card to enter security codes or passwords as specified in Terms and Conditions for J/Secure (TM) Users or to conduct the identity authentication procedure separately prescribed by Both Companies. If the user of the Card enters incorrect security codes or passwords specified in the above Terms and Conditions or fails any identity authentication procedure, the Company may restrict use of the cards by the Cardmember for a certain period of time.
8. If the Family Cardmember purchases any goods or entitlements or receives any services by using the Family Card, the Family Cardmember shall be deemed to have concluded agreements therefor with the Merchant on behalf of the Principal Cardmember, and all obligations under such agreements shall be borne by the Principal Cardmember.
9. The Cardmember may not use Shopping Limit or Shopping Balance Limit (as defined in Paragraph 2, Article 19) for purchasing any goods, entitlements or services for the purpose of obtaining cash (hereinafter "Cashing Shopping Slots"). Cashing Shopping Slots includes the following methods, but as long as the use is for the purpose of obtaining cash, it is prohibited irrespective of the method.
- (1) A method of paying a consideration exceeding a reasonable amount for the sale of goods, entitlements or services by using a Card, and obtaining any amount of cash or cash equivalent from the Merchant, etc.;
  - (2) A method of purchasing goods or entitlements and paying the consideration therefor to the Merchant by using a Card, and reselling the goods or entitlements to the Merchant or any other third party for value; or
  - (3) A method of purchasing current bills or coins, or goods containing these by using a Card.
10. With regard to the purchases of certain goods such as precious metals, cash securities, advance payment methods such as prepaid cards, coins and coin equivalents (including, but not limited to, pseudo-currencies, a book of tickets) or personal computers or deposits of electronic money, etc., the Use for Shopping may be restricted, even if the amount is within the amount set forth in Paragraph 1, Article 20, and the Card may not be available in these cases.

**Article 23. (Request of Payment on Behalf of Cardmembers)**

1. The Cardmember shall be deemed to have entrusted the Company with the payment to the Merchant by using the Card at the Merchant as specified in Paragraph 1, Article 22. The Cardmember hereby gives his/her consent, without reservation, to the methods as set forth below in order for the Company to make payment to the Merchant on behalf of the Cardmember. In addition, the payment on behalf of the Cardmember may be transferred via any third party approved by JCB.
- (1) Payment on behalf of the Cardmember by the Company to the Merchant;
  - (2) Payment on behalf of the Cardmember by JCB to the Merchant and then payment on behalf of the Cardmember by the Company to JCB;
  - (3) Payment on behalf of the Cardmember by JCB's affiliated company to the Merchant and then payment on behalf of the Cardmember by the Company to such company; or
  - (4) Payment on behalf of the Cardmember by JCB's group company to the Merchant, then payment on behalf of the Cardmember by JCB to such group company, and then payment on behalf of the Cardmember by the Company to JCB.
2. The Cardmember hereby agrees, without reservation, that the ownership of and title to the goods purchased by the Cardmember shall be transferred from the Merchant to the Company upon payment by the Company to the Merchant, and remain with the Company until the card charges for shopping concerned have been paid in full.

**Article 24. (Payment Method for Card Charges for Shopping)**

1. The Cardmember shall, at the time when the Cardmember uses the Card for shopping, designate a payment method out of the following alternatives: one-time shopping payment, two-time shopping payment, bonus one-time payment, revolving shopping payments, and payments in a such number (but not less than three) of installments as designated by the Company (hereinafter "installment shopping payment"); provided, however, that the methods of two-time shopping payment, bonus one-time payment, revolving shopping payment and installment shopping payment shall be available only at the establishments of the Merchants designated by the Company. In the case that the Cardmember has not designated a payment method at an establishment where two-time shopping payment, bonus one-time payment, revolving shopping payment or installment shopping payment are available, the Cardmember shall always be deemed to have designated one-time shopping payment. In addition, the Cardmember shall pay the prescribed fee, in addition to the amount of the card charges for shopping, if he/she designates revolving shopping payment or installment shopping payment.
2. Notwithstanding the preceding Paragraph 1, the Cardmember may designate revolving shopping payment, installment shopping payment or shopping skip payment as payment method for card charges for shopping pursuant to the following Item (1) or (2). The Cardmember shall comply with any regulations and special agreements, if any, regarding these services. However, in the case of use of the Card at a part of Merchants, payment of fees for the services attached to the Card or payment of others designated by the Company, the Cardmember shall not designate a payment method pursuant to the following Item (1) or (2), and always designate only one-time shopping payment.
- (1) If the Principal Cardmember applies for revolving shopping payment of all payments for card charges for shopping thereafter. If the Cardmember uses revolving shopping payment, the fee shall be set forth at the last of these Terms and



Conditions.

- (2) If the Cardmember applies, by the date designated by the Company, for revolving shopping payment, installment shopping payment or shopping skip payment of the card charges for shopping for which the Cardmember has designated other payment methods, from the due date of the month as designated by the Company. In the event this method is used, revolving shopping payment, installment shopping payment or shopping skip payment shall be deemed to be designated on the day of the use of the Card. However, the payment method may not be changed only for a part of card charges for shopping per use.

**Article 25. (Payment of Card Charges for Shopping)**

1. Except for the cases in Paragraphs 2 and 3, and regardless of any payment on behalf of the Cardmember set forth in Article 23 among JCB, its affiliated company, its group company and Merchant, the Principal Cardmember shall pay for his/her Use for shopping during any Standard Period as follows:
  - (1) If the Cardmember designates one-time shopping payment, the Cardmember shall pay the amount of the card charges for shopping on the due date of the following month to which the expiration date of the Standard Period belongs;
  - (2) If the Cardmember designates two-time shopping payment, the Cardmember shall pay half of the amount of the card charges for shopping (rounded off to the nearest one yen, and any fraction will be included on the initial due date) on each due date of the following month and the next month after the following month to which the expiration date of the Standard Period belongs.
2. If the Cardmember designates bonus one-time payment, the Principal Cardmember shall pay in principle in such manner as set forth below; provided, however, the manner for bonus one-time payment may differ depending upon the Merchant.
  - (1) The Cardmember shall pay the amount of the card charges for shopping from December 16 of the preceding year to June 15 of the current year on the due date in August of the current year.
  - (2) The Cardmember shall pay the amount of the card charges for shopping from July 16 of the current year to November 15 of the current year on the due date in January of the following year.
3. If the Cardmember designates revolving shopping payment, installment shopping payment or shopping skip payment, the Principal Cardmember shall pay in such manner as set forth in Article 26, 27 or 27-2.

**Article 26. (Revolving Shopping Payment)**

1. (1) If the Cardmember designates revolving shopping payment, the Principal Cardmember shall pay on the due date of the following month the revolving shopping payment fee in the amount of the card charges for shopping during the Standard Period multiplied by the rate of fee designated by the Company for the period from the sixteenth (16th) day of the month to which the expiration date of the Standard Period belongs to the due date of the following month; provided, however, that the following amount shall be excluded when calculating the revolving shopping payment fee: (i) an amount of outstanding balance of Usage Limit by function set forth in Paragraph 1(2), Article 19 in excess of the Usage Limit by function and (ii) the amount of the card charges for shopping by revolving shopping payment during the standard period, in the case where the total of the amount and the outstanding balance of revolving shopping payment is less than the Revolving Principal Amount as set forth in the following Paragraph 2.
  - (2) If the Cardmember uses the revolving payments, the Principal Cardmember shall pay the following amount (hereinafter "Revolving Payment Amount") on the due date of the following month, in addition to the fee set forth in preceding Item (1); provided, however, that if the Cardmember designates a payment in the increased amount in the bonus payments, that Cardmember shall make a payment on the due date of the designated month by adding up the amount designated by him/her. The Revolving Payment Amount owed by the Principal Cardmember to the Company shall be appropriated in such manner as designated by the Company.

(Revolving Principal Amount)

If the outstanding balance of revolving charges on the fifteenth (15th) day of the preceding month exceeds the principal amount to be calculated based on the payment method designated by the Cardmember (hereinafter "Revolving Principal Amount" ), such Revolving Principal Amount and, if not, the outstanding balance of revolving shopping payment.

(Revolving Shopping Payment Fee)

The outstanding balance of revolving shopping payment on the due date of the preceding month (less the Revolving Principal Amount and the increased amount in bonus months which are payable on that day and the amount of revolving shopping payment fee arising between the sixteenth (16th) day of the month before the preceding month and the due date of the preceding month) multiplied by the rate of fee designated by the Company for a period from the day immediately following the due date of the preceding month to the due date of the current month.
2. The Principal Cardmember may change the payment method, additionally designate a payment in the increased amount in the bonus payments, and change the amount so added, with the approval of the Company.
3. Revolving Payment Amount and revolving shopping payment fee set forth in the preceding Paragraph 1 may be paid in advance by the Principal Cardmember in accordance with the Method of Advance Repayment as attached to the last of these Terms and Conditions.

**Article 27. (Installment Shopping Payment)**

1. If the Cardmember designates installment shopping payment, the Principal Cardmember shall pay the amount of the card charges for shopping together with the installment shopping payment fee obtained by multiplying the amount of the card charges for shopping by the installment rates prescribed by the Company according to the number of payments (however, that in the event the amount of card charges for shopping is small, the number of payments may be changed by the Company to be less than the number of payments designated by the Cardmember, and hereinafter the same) designated by the Cardmember (hereinafter "Total Amount of Installment Payments" ).
2. The amount obtained by dividing the Total Amount of Installment Payments by the number of payments shall be the installment amount (however, the initial installment amount and the final installment amount will differ for the convenience of calculations), and the Cardmember shall pay the installment amount from the due date of the following month to which the expiration date of the Standard Period belongs to the final due date in the number of installments designated.
3. The installment principal amount and the fee for each installment payment shall be as follows:
  - (1) Breakdown of the initial installment payment:

Fee: If the Cardmember uses the Installment Payment during the Standard Period, the amount of the card charges for shopping multiplied by the rate of fee prescribed by the Company for a period from the sixteenth (16th) day of the month to which the expiration date of the Standard Period belongs to the tenth (10th) day of the following month.

Installment Principal Amount: installment payment less the fee mentioned above.

(2) Breakdown of the second installment payment:

Fee: the outstanding balance of installment shopping payment (the amount of the card charges for shopping minus the installment principal amount referred to in Item (1)) multiplied by the rate of fee prescribed by the Company (per month).

Installment Principal Amount: installment payment minus the fee mentioned above.

(3) Breakdown of the third (3rd) installment payment:

Fee: the outstanding balance of installment principal amount (the amount of the card charges for shopping minus the installment principal amount referred to Items (1) and (2)) multiplied by the rate of fee prescribed by the Company (per month).

Installment Principal Amount: installment payment minus the fee mentioned above.

4. If the Cardmember designates installment shopping payment in combination with a lump sum payment when his/her bonus is paid, the Principal Cardmember shall pay half of the card charges for shopping pursuant to Paragraphs 1, 2 and 3, and the remaining amount on the due date of the bonus months (January and August) in such method as prescribed by the Company. If any due date of the bonus months does not fall in the period from the initial due date to the final due date, the Cardmember is deemed not to have designated combination with a lump sum payment when his/her bonus is paid. The same shall apply if any due date of the bonus months does not fall in the period due to a delay in the payment on behalf of the Cardmember by the Company set forth in Article 23 or other administrative reasons.

5. Outstanding balance of installment principal amounts and fees may be paid by the Principal Cardmember in a lump in accordance with the Method of Advance Repayment as attached to the last of these Terms and Conditions, in addition to those manners set forth in Paragraphs 2 and 4.

#### **Article 27-2. (Shopping Skip Payment)**

1. If the Cardmember designates shopping skip payment pursuant to Paragraph 2(2), Article 24, the Principal Cardmember shall pay the amount of card charges for shopping together with the following shopping skip payment fee in a lump (once) on the due date of the month designated by the Cardmember from the next month after the following month to which the expiration date of the Standard Period belongs to the month of which is seven (7) month after the month to which the expiration date of the Standard Period belongs (hereinafter "Skip Designated Month"). In addition, the due date once designated by the Cardmember may not be changed again.

(Shopping Skip Payment Fee)

The amount of the card charges for shopping of the Standard Period multiplied by the number of months elapsed between the day following the due date of the following month to which the expiration date of the Standard Period belongs to the due date of Skip Designated Month and by the rate of fee prescribed by the Company (per month)..

2. The amount of the card charges for shopping by shopping skip payment may be paid by the Principal Cardmember in a lump in accordance with the Method of Advance Repayment as attached to the last of these Terms and Conditions.

#### **Article 28. (Cancellation of Purchase Agreement Due to Difference Between Sample or Catalog and Goods)**

If the Cardmember has purchased goods, entitlements or services relying on a sample or catalog, and the goods, entitlements or services delivered differ from such sample or catalog, the Cardmember may request the Merchant to replace the goods, entitlements or services or may cancel the purchase agreement or service agreement. In the case where the payment method is one-time, Paragraph 2 of the following Article shall apply, and in any other cases, Paragraphs 3 through 7 of the following Article shall apply.

#### **Article 29. (Disputes Between Cardmember and Merchant)**

1. As a function of the Card, the Company provides the Cardmember with the network of Merchants through which the Cardmember may purchase goods, entitlements or services without cash settlement. When the Cardmember purchases goods, entitlements or services from Merchant, he/she shall make an agreement with the Merchant at his/her own discretion and responsibility.

2. In the event any dispute regarding the goods or entitlements purchased or services rendered by Merchant or any other disputes between the Cardmember and the Merchant occurs, the Cardmember shall be responsible to settle such disputes with the Merchant.

3. Notwithstanding the Paragraph 2, the Principal Cardmember may suspend the payment to the Company for goods and the designated entitlements or services stipulated in the Installment Sales Act (hereinafter collectively "Goods") purchased designating or changing the payment method to revolving shopping payments, installment shopping payment, shopping skip payment, two-time shopping payment or bonus one-time payment if any of the following events occurs and is continuing:

(1) When the goods are not delivered, the designated entitlements are not delivered, or designated services are not provided;

(2) When the Goods do not conform to the terms of a contract between the Cardmember and the Merchant, such as damaged, defaced, or broken down; or

(3) When the Cardmember has a defense or claim against the Merchant with respect to the sale by the Merchant of the Goods.

4. Upon receipt of the notice of the suspension of payment by the Principal Cardmember provided in the preceding Paragraph 3, the Company shall immediately take the measures required.

5. The Principal Cardmember shall exert his/her best efforts to solve the problem in Paragraph 3 above by negotiations with the Merchant before giving notice to the Company pursuant to the preceding Paragraph 4.

6. The Cardmember shall exert his/her best efforts to describe in writing the problem provided in Paragraph 3 above (together with supporting materials, if any) immediately after the Principal Cardmember gives the notice provided in Paragraph 4 above. The Cardmember shall, if required, cooperate with the Company in its investigation into the problem provided in Paragraph 3 above.

7. Notwithstanding Paragraph 3 above, the Cardmember shall not suspend the payment if:

(1) The amount of the card charges per Use for Shopping by revolving shopping payment is less than ¥38,000 or the Total Amount of Installment Payments by installment shopping payment, shopping skip payment, two-time shopping payment or bonus one-time payment per Use for Shopping is less than ¥40,000;

(2) The suspension of payment by the Principal Cardmember is considered in bad faith or breach of trust; or

(3) The conditions for exclusion from application set forth in Article 35-3-60 of the Installment Sales Act apply, such as cases where the Use for Shopping of the Cardmember is for business purposes or outside of Japan.

#### **Article 30. (One-time Cashing Payment)**

1. The Cardmember may borrow money by using the Card and registered Personal Identification Number on a cash dispenser (hereinafter "CD"), an automatic teller machine (hereinafter "ATM") and other devices designated by the Company

(hereinafter "one-time cashing payment" ).

2. In addition to the preceding Paragraph, the Principal Cardmember may use one-time cashing payment by applying on JCB website.
3. The date of loan in one-time cashing payment and revolving cashing payment as defined in Article 31 (hereinafter "Date of Loan") shall be the day on which Principal Cardmember obtained cash through a CD/ATM or at the counters set forth in Paragraph 3 of the following Article, or the day on which the loan amount is transferred to the Payment Account defined in Paragraph 1, Article 33. JCB may transfer the loan to the Payment Account on behalf of the Company.
4. The Cardmember may use the one-time cashing payment up to the amount set forth in Article 20.
5. If the Cardmember uses one-time cashing payment during a Standard Period, the Principal Cardmember shall pay the total sum of amounts so borrowed and one-time cashing payment fee (i.e., with respect to each borrowing, the amount borrowed multiplied by the rate of fee prescribed by the Company for a period from the day following the Date of Loan in one-time cashing payment up to the due date of the following month to which the expiration date of the Standard Period belongs) on the due date of the following month to which the expiration date of the Standard Period belongs. The Principal Cardmember may repay all or part of the borrowing and the fee at any time prior to the due date in accordance with the Method of Advance Repayment as attached to the last of these Terms and Conditions.
6. Notwithstanding the preceding Paragraph, if the Principal Cardmember applies in accordance with such method as designated by the Company and the Company specifically approves, the Principal Cardmember may use revolving cashing payment (as defined in Article 31) in the amount equal to the total amount of each principal then outstanding (hereinafter "Existing Principal" in this Paragraph) and repay the Existing Principal by revolving cashing payment up to the amount set forth in Article 20. In such case, the Principal Cardmember shall pay pursuant to Article 33 the one-time cashing payment fee, the amount of which shall be the amount of Existing Principal multiplied by the rate of fee prescribed by the Company for a period from the day following the Date of Loan in one-time cashing payment up to the date of change. Interest paid by the Principal Cardmember after the date of change to revolving cashing payment shall be calculated in accordance with Paragraph 4, Article 31.
7. The Company may, for the purpose of preventing unauthorized use of the Card by a third party, such as when a CD/ATM is operated with the use of the Card to use one-time cashing payment, take the following measures.
  - (1) The Company may, before or after the use, confirm directly (by telephone or other means) that the Card is being used by the Cardmember himself/herself.
  - (2) In the event the Company determines at its discretion that there is a possibility of unauthorized use of the Card by a third party, the Company may withhold or decline use of the Card without prior notice to the Cardmember.

#### **Article 30-2. (Overseas One-time Cashing Payment)**

1. The Cardmember may also use one-time cashing payment set forth in the preceding Article outside of Japan (hereinafter "overseas one-time cashing payment").
2. The Usage Limit by function applied when the Cardmember uses overseas one-time cashing payment shall be overseas one-time cashing payment usage limit.
3. In addition to the methods specified in Paragraph 1 of the preceding Article, the Cardmember may be able to use overseas one-time cashing payment at the counters, etc. of foreign financial institutions and others in the manner prescribed by the Company. The terms and conditions of overseas one-time cashing payment shall be separately published by JCB since such terms and conditions may differ depending upon country or region where overseas one-time cashing payment is provided or ATM.
4. If the Cardmember uses overseas one-time cashing payment during a Standard Period, the Principal Cardmember shall pay the total sum of amounts so borrowed and one-time cashing payment fee (i.e., with respect to each borrowing, the amount borrowed multiplied by the rate of fee prescribed by the Company for a period from the day following the Date of Loan in one-time cashing payment (local time) up to the due date (Japanese time) of the following month to which the expiration date of the Standard Period belongs) on the due date of the following month to which the expiration date of the Standard Period belongs. The Principal Cardmember may repay all or part of the borrowing and the fee at any time prior to the due date in accordance with the Method of Advance Repayment as attached to the last of these Terms and Conditions. However, due to the business processes of foreign financial institutions and ATM holding companies, etc. which the Cardmember used overseas one-time cashing payment, the due date may become one month or two months later. Even in such case, one-time cashing payment fee shall not be increased from the amount set forth in this Paragraph.
5. In the event the Cardmember uses overseas one-time cashing payment, the provisions of Paragraphs 3, 4, and 7 of the preceding Article shall apply, however, Paragraphs 2, 5, and 6 of the preceding Article shall not apply.
6. Even if the Cardmember receives cash in a currency other than yen through the use of overseas one-time cashing payment, (the foreign currency that the Cardmember has received is referred to as the "Withdrawal Currency" in the following Paragraph), principal of borrowing by overseas one-time cashing payment shall be calculated in yen after converting into yen using the rate and method of conversion designated by JCB at the time when JCB and JCB's affiliated company make concentrated settlement of the relevant principal of borrowing (which may be different from the day on which that Cardmember used the Card in principle). In addition, Paragraph 6, Article 33 shall apply to the rate and method of conversion.
7. Notwithstanding the preceding Paragraph, if the Cardmember receives an offer of the amount denominated in the currency other than Withdrawal Currency (such offered currency is referred to as the "Offered Currency") at a CD/ATM or at the counters, etc. set forth in Paragraph 3 of this Article, in addition to the amount denominated in Withdrawal Currency, and the Cardmember operates or shows the intention to use overseas one-time cashing payment with the amount denominated in Offered Currency, currency exchanges between Withdrawal currency and Offered Currency shall be made between the CD/ATM holding company or financial institution (hereinafter collectively "ATM holding companies, etc.") and the Cardmember in accordance with the terms presented by ATM holding companies, etc. (the applicable exchange rates shall be the rates independently specified by ATM holding companies, etc. and Paragraph 1, Article 33 shall not apply). In such case, the following shall apply.
  - (1) When Offered Currency is yen, the amount denominated in yen selected by the Cardmember is the principal of borrowing by overseas one-time cashing payment.
  - (2) When Offered Currency is other than yen, the amount denominated in Offered Currency selected by the Cardmember shall be deemed to have been received by the Cardmember in cash, and the preceding Paragraph shall apply. Paragraph 6, Article 33 shall apply to the conversion of Offered Currency into yen.

#### **Article 31. (Revolving Cashing Payment)**

1. The Cardmember may repeatedly obtain a finance from the Company within the amount set forth in Article 20. (hereinafter "revolving cashing payment" ); provided, however, each Family Cardmember shall be subject to approval of the Company.
2. The Cardmember may use the revolving cashing payment in any of the methods referred to in Items (1) through (4) below: The Family Cardmember herein may not select the following methods (2), (3) and (4).
  - (1) By inputting the Personal Identification Number into a CD/ATM and proceeding with the designated operations;
  - (2) By making an application by telephone;
  - (3) By making an application on JCB website; or
  - (4) Other method designated by the Company.

The date of advance using the revolving cashing payment shall be the day on which the loan amount is transferred to the Payment Account or the day on which Principal Cardmember obtained cash through a CD/ATM. JCB may transfer the loan to the Payment Account on behalf of the Company.
3. The principal amount of revolving cashing payment shall be paid in a fixed amount each month. The Principal Cardmember shall pay the following principal amount on the due date of the following month.

If the outstanding balance of revolving cashing payment (meaning the total of the outstanding principal amount for revolving cashing payment, including the principal amount whose payment method has been changed to revolving cashing payment by the date pursuant to Paragraph 6, Article 30, and the same shall apply hereinafter) on the fifteenth (15th) day of the current month is more than the principal repayment amount of revolving cashing payment separately notified by the Company, such principal repayment amount of revolving cashing payment. If the outstanding balance of revolving cashing payment is less than the principal repayment amount of revolving cashing payment, the outstanding balance of that revolving cashing payment. However, the principal repayment amount of revolving cashing payment may be increased by the Company according to revolving cashing payment usage limit.
4. In addition to the principal amount, the Principal Cardmember shall pay the following amount of interests:
  - (1) The amount of revolving cashing payment borrowed during the Standard Period multiplied by the interest rate determined by the Company for a period from the day following the Date of Loan (In the case of a change in the payment method from one-time cashing payment to revolving cashing payment as set forth in Paragraph 6, Article 30, with respect to one-time cashing payment in the standard period, the day following the date of the change) to the due date of the following month to which the expiration date of the Standard Period belongs shall be paid on the due date of the following month; and
  - (2) Outstanding balance of revolving cashing payment on the due date of the current month (less the principal repayment amount of revolving cashing payment payable on that date and the amount of revolving cashing payment referred to in Item (1)) multiplied by the interest rate designated by the Company from the day following the due date of the current month to the due date of the following month) shall be paid on the due date of the following month.
5. The Principal Cardmember may, with the consent of the Company, revise the principal repayment amount of revolving cashing payment repayable in such manner as prescribed by the Company, or change the payment method of the principal amount to repayment of an increased amount in the bonus months or repayment of a fixed principal amount only in the bonus months. Notwithstanding anything in Paragraph 3, in case of repayment of an increased amount in the bonus months, the Principal Cardmember may repay the increased amount designated by the Principal Cardmember on the due dates in the designated bonus months; in case of repayment of a fixed principal amount only in the bonus months, the Principal Cardmember may repay the amount designated by the Principal Cardmember only on the due dates in the designated bonus months.
6. The Principal Cardmember may make advance payments of outstanding balance and interest of revolving cashing payment in accordance with the Method of Advance Repayment as attached to the last of these Terms and Conditions, in addition to those payments set forth in Paragraphs 3, 4 and 5.
7. Paragraph 7, Article 30 shall also apply mutatis mutandis to revolving cashing payment.

#### **Article 32. (Use of a CD or ATM)**

The Cardmember is entitled to make the transactions set forth below through a CD/ATM of financial institutions affiliated with JCB. In such case, the Cardmember shall pay financial institution user fees designated by the Company within the range which are not deemed to be interest in laws and regulations such as the Order for Enforcement of the Money Lending Business Act (as defined in the Guide to Cashing Services as attached to the last of these Terms and Conditions,) to the Company. However, depending upon the type of CD /ATM, territory or service establishment in which a CD/ATM is installed, any of the following services may be unavailable, and further depending upon the business hours of the service establishment in which a CD/ATM is installed or by reason of system maintenance, the time available for any of the following services may be limited.

- (1) Use of one-time cashing payment;
- (2) Use or advance payment of revolving cashing payment; or
- (3) Advance payment of revolving shopping payment.

#### **CHAPTER 4. METHOD OF PAYMENT AND OTHER TERMS**

##### **Article 33. (Due date and Account Transfer)**

1. Due date of accounts payable by the Principal Cardmember shall be the tenth (10th) day of each month (or the next business day if financial institutions are closed on that day), and the Principal Cardmember shall pay the due amount on the due date designated for each of the payment categories of the card charges for Use for Shopping and Financial Services (hereinafter "Payment Due Amount" ) by automatic transfer from the deposit account of a financial institution designated by the Company previously notified by the Principal Cardmember (in principle, the Principal Cardmember shall register the account of his/her name, hereinafter "Payment Account" ); provided, however, that payment may be made on any subsequent due date due to clerical reasons, and if the Principal Cardmember delays to report the Payment Account to the Company or a financial institution is unavailable for some reason or otherwise the Company specifically designates, the Cardmember may be required to make payment by wire transfer to the bank account designated by the Company, or payment through a payment collection service provided by a collection agency designated by the Company or by other methods designated by the Company (Fees for the wire transfer and payment fees to collection agency shall be borne by the Principal Cardmember in principle. In addition, in case of payment through a payment collection service, the Principal Cardmember may have the obligation to pay to the Company fees for issuing and sending a payment slip, as well as the fees paid to a collection agency). If the automatic transfer has not been made properly on the relevant due date, the automatic transfer of the whole or a part of the Payment Due Amount may be made at any time on or after the relevant due date pursuant to the agreement between the Company and financial institutions where the payment account is open.



- 2.If, after the Company notified the Principal Cardmember of the Statement of Charges (as defined in Paragraph 1, Article 34), the Principal Cardmember has paid the borrowings prior to the due date in accordance with the Method of Advance Repayment as attached to the last of these Terms and Conditions, or the Cardmember has used one-time cashing payment or revolving cashing payment, the amount of fees or interest that the Principal Cardmember shall pay under these Terms and Conditions will differ from the amount of fees or interest actually paid by the Principal Cardmember on the relevant due date in the manner set forth in the preceding Paragraph, or if the Principal Cardmember has paid more than the amount that the Principal Cardmember shall pay under these Terms and Conditions to the Company by wire transfer to the bank account designated by the Company, the Principal Cardmember hereby agrees, without reservation, that the Company shall settle the amount by way of refund of the difference to the Principal Cardmember on the due date of the following month. In addition, the Company may deduct the amount to be refunded by the Company to the Principal Cardmember from the Payment Due Amount to be paid by the Principal Cardmember on the due date of the following month.
- 3.The Principal Cardmember's obligation to the Company denominated in a foreign currency incurred through the use of the Card outside of Japan shall be paid to the Company in yen after converting into yen using the rate and method of conversion designated by JCB at the time when JCB's group company has processed the payment set forth in Article 23 to the Merchant (which may be different from the day on which that Cardmember used the Card in principle).
- 4.In the event that the Cardmember uses a Card outside of Japan, and the contract for the use of the Card between the Cardmember and the Merchant is cancelled after JCB's group company has made the payment set forth in Article 23 to the Merchant, the refund to the Principal Cardmember by the Company shall be made in yen after converting into yen using the rate and method of conversion designated by JCB at the time when JCB's group company processed the payment set forth in Article 23 to the Merchant in accordance with the preceding Paragraph in principle; provided, however, if there are unavoidable circumstances, such as when it is impossible for the Company to specify the time of the process, the conversion shall be made using the rate and method of conversion designated by JCB at the time when JCB's group company conducts the procedures related to the cancellation with the Merchant (which may be different from the day when the Cardmember and the Merchant conducted the procedures related to the cancellation).
- 5.In the event that the Cardmember uses the VAT refund system outside of Japan, the refund to the Principal Cardmember by the Company shall be made in yen after converting into yen using the rate and method of conversion designated by JCB at the time when JCB's group company conducted the procedures for such refund with a duty-free company dealing with VAT refund system (which is different from the day on which the Cardmember used the VAT refund system or the day on which that Cardmember used the Card). Even if the Cardmember selects the amount of the card charges for shopping denominated in yen pursuant to Paragraph 7 of this Article, the amount of the refund to the Principal Cardmember by the Company pursuant to this Paragraph shall be the amount of the refund denominated in a foreign currency after converting into yen pursuant to this Paragraph and the following Paragraph, and the rate of conversion which the Merchant applied when offering the amount of the card charges for shopping denominated in yen to the Cardmember shall not apply.
- 6.The rate and method of conversion in Paragraphs 3 through 5 shall be designated by JCB based on the foreign exchange rate made available by the financial institutions designated by JCB and separately published in principle; provided, however, that certain airline or Merchants may convert the amount in a foreign currency into a different currency due to some reasons on such airline or Merchants, which will then be converted into yen by JCB using the rate and method of conversion designated by JCB.
- 7.Even if the Cardmember uses a card outside of Japan, if the Cardmember receives an offer of the amount of the card charges for shopping denominated in yen at the Merchant, in addition to the amount of the card charges for shopping denominated in a foreign currency, or instead of the amount of the card charges for shopping denominated in a foreign currency, and the Cardmember selects the amount of the card charges for shopping denominated in yen, the amount denominated in yen offered by the Merchant shall be the amount of the card charges for shopping. In such case, Paragraphs 3, 4 and 6 shall not apply. In addition, the rate of conversion from a foreign currency to yen that is applied when the Merchant offers the amount of the card charges for shopping in yen to the Cardmember is the rate designated by each Merchant and is different from the rate of conversion designated by JCB. (However, Paragraph 6 shall apply only when the refund is made in accordance with Paragraph 5.)
- 8.In the event the Principal Cardmember makes the payment for card charges through an ATM in accordance with these Terms and Conditions or by wire transfer to the bank account designated by the Company, the receipt by the Company may be the next business day regardless of the type and contents of the service of the financial institution used by the Principal Cardmember.

#### **Article 34. (Statement of Charges)**

- 1.The Company shall notify the Principal Cardmember who has made the registration for "MyJ Check" of a statement of the use of the Card containing details of the use of the Card, the Payment Due Amount and other matters (hereinafter "Statement of Charge" ) in the form of electromagnetic record prior to the due date. Immediately after the Statement of Charge has been finalized (or in the case of the change in payment method pursuant to Paragraph 2(2) of Article 24, immediately after such change), the Company shall send the notice indicating that the Statement of Charge has been finalized (hereinafter "Notice of Finalization" ) to the email address notified by the Principal Cardmember; provided, however, that the Company shall be allowed not to send the Notice of Finalization in some cases, such as the case of no use of the Card during the Standard Period with no Payment Due Amount.
- 2.If the Principal Cardmember does not make the registration for "MyJ Check" by the nineteenth (19th) day of the month to which the expiration date of the Standard Period belongs, the Company shall send the Paper Statement of Charge (meaning the Statement of Charge written in paper, hereinafter the same) to the address notified by Principal Cardmember, instead of emails set forth in the preceding paragraph. If the Principal Cardmember hopes to receive the Paper Statement of Charge and the Company approves it, the Company shall send the Paper Statement of Charge to the Principal Cardmember's notified address, in addition to emails set forth in the preceding paragraph. The Company shall be allowed not to send the Paper Statement of Charge in some cases, such as the case where no charge is payable other than the annual fee, or depending on the kind of the Card. In case that the Company sends the Paper Statement of Charge to the Principal Cardmember, the Principal Cardmember shall pay to the Company the amount of money designated by the Company as the fee for the issuance and delivery of the Paper Statement of Charge ( "Paper Statement Fee" ) by the tenth (10th) day of the next month after the following month to which the expiration date of the Standard Period belongs (however, in any event specified by the Company, the timing may be deferred further one month later or more); provided, however, that in the events the Company publicly specifies, the Principal Cardmember shall have no obligation to pay the Paper Statement Fee. The

Company may change the events where the Principal Cardmember shall have no obligation to pay the Paper Statement Fee, and, in such case, the Company shall make it public or notify it in prior.

3. When the Company sends the Notice of Finalization based on the Paragraph 1 or the Paper Statement of Charge based on the Paragraph 2 to the Principal Cardmember, the Principal Cardmember shall confirm if there is any discrepancy between the content of the Statement of Charge and the actual use of the Card by the Principal Cardmember and the Family Cardmember, or if there is any description of the use of the Card by any third party other than the Principal Cardmember or the Family Cardmember, and if the Principal Cardmember finds such discrepancy or description, the Principal Cardmember shall immediately notify it to the Company.
4. In addition to the Statement of Charges set forth in the preceding Paragraph, if the Cardmember uses one-time cashing payment or revolving cashing payment, the Company will send by mail to the Principal Cardmember for every use thereof to his/her registered address the written notice specifying the details of use of one-time cashing payment and revolving cashing payment pursuant to Paragraph 1, Article 17 of the Money Lending Business Act (hereinafter "Article 17-1 Documents on the Money Lending Business Act" ); provided, however, that in the event the Principal Cardmember desires or agrees, the Company shall notify the details of use by electronic or magnetic means instead of sending the document by mail. The repayment period, number of repayments, repayment date or repayment amount specified in Article 17-1 Documents on the Money Lending Business Act will change if the Cardmember makes a new use or if the Principal Cardmember repays the loan after the delivery of such documents.
5. The Cardmember hereby agrees that Article 17-1 Documents on the Money Lending Business Act and the documents to be delivered by the Company to the Principal Cardmember pursuant to Paragraph 1, Article 18 of the Money Lending Business Act may be substituted for the statement specifying loans, repayment and other transactions for a certain period (including electronic or magnetic means; hereinafter "Substitute Documents, etc.") pursuant to Paragraph 6, Article 17 and Paragraph 3, Article 18 of the Money Lending Business Act. In addition, the Company shall commence the operation by Substitute Documents, etc. after the time specified by the Company and separately notified or published to the Principal Cardmember. In the event that the Principal Cardmember withdraws from or loses the Membership, Substitute Documents, etc. shall not be provided to the Cardmember thereafter.

#### **Article 35. (Late Charges)**

1. If the Principal Cardmember fails to pay any Payment Due Amount to the Company on the due date, the Principal Cardmember shall pay late charges calculated at either of the following rates on the Payment Due Amount (other than revolving shopping payment fee, installment shopping payment fee, shopping skip payment fee, financial service fee and interests, and late charges) for the period from the day immediately following the due date to the payment in full or, if the due date has been accelerated for obligations to the Company under these Terms and Conditions, the entire amount of outstanding and unpaid obligations (other than revolving shopping payment fee, installment shopping payment fee, shopping skip payment fee, financial service fee and interests, and late charges) for the period from the day immediately following the accelerated due date to payment in full:  
In case of the one-time shopping payment and the revolving shopping payment: 14.60% per annum  
In case of one-time cashing payment and revolving cashing payment: 20.00% per annum  
In case of the two-time shopping payment, bonus one-time payment and shopping skip payment: the statutory interest rate
2. Notwithstanding Paragraph 1, the Cardmember shall pay the following late charges in respect of installment shopping payment:
  - (1) If Cardmember fails to pay any installment shopping payment, the installment principal amount multiplied by 14.60% per annum for the period from the day following the due date to the payment in full; provided, however that such late charges shall not exceed the total outstanding balance of installment shopping payment multiplied by the statutory interest rate.
  - (2) If the total outstanding balance of installment shopping payment becomes due and payable by acceleration (except the case referred to in Item (1)), the total outstanding balance of installment shopping payment multiplied by the statutory interest rate for the period from the day immediately following the date of acceleration up to the completion of the payment in full.

#### **Article 36. (Order of Appropriation of Payment)**

In case of partial payment, the amount of which is less than the whole amount due owed by the Principal Cardmember against the Company under these Terms and Conditions or any other agreements, the Company may at its discretion apply such payment to any of the Cardmember's obligations to the Company in the order prescribed by the Company.

#### **Article 37. (Assignment by the Company)**

The Company may assign or pledge to any third party such as a trust bank, account receivables held by the Company in respect to the use of the Cards against the Principal Cardmember whenever deemed necessary at the Company's discretion.

#### **Article 38. (Acceleration Clause)**

1. Any and all obligations of the Principal Cardmember to the Company shall automatically become due and payable, on the occurrence of any of the following events as set forth in (1) below and such event has not been cured within reasonable period separately notified by the Company, and on the occurrence of any of the following events as set forth (2), (3) or (4) below without any notice or demand, and on the occurrence of any of the following events as set forth (5), (6) or (7) below with request by the Company: provided, that Item (1) below shall be valid to the extent that interest rate applicable is within the rate set forth in Paragraph 1, Article 1 of the Interest Restriction Law.
  - (1) The Cardmember has failed to pay any Payment Due Amount on the due date;
  - (2) Any promissory note, bill of exchange or check issued by the Cardmember has been dishonored, or the Cardmember has suspended payment generally;
  - (3) An application for attachment, provisional attachment, preservative seizure or provisional disposition against the Cardmember or the assets of the Cardmember has been filed, or tax collection procedures have been commenced;
  - (4) A petition for bankruptcy, civil rehabilitation or mediation for adjustment of debts procedures has been filed by or against the Cardmember;
  - (5) A material change has arisen in the Cardmember's credit standing other than (1), (2), (3) or (4) above;
  - (6) The Cardmember has committed a breach of these Terms and Conditions, which constitutes a material breach of these Terms and Conditions (including, but not limited to, a breach of Article 11-2(1)); or
  - (7) The Cardmember has lost his/her Membership pursuant to any of the reasons set forth in Paragraph 4 (1), (2), (4), (10) or (11) of Article 39.
2. Notwithstanding Paragraph 1, if the Principal Cardmember has failed to pay the Revolving Payment Amount set forth in

Article 26, the Total Amount of Installment Payments set forth in Article 27 or any other amount due owed by the Principal Cardmember against the Company and has not remedied such failure within a Period which is designated on the notice by the Company in not less than twenty (20) days, the obligations of the amount of the card charges for shopping by revolving shopping payment, install shopping payment, shopping skip payment, two-time shopping payment or bonus one-time payment shall become due and payable on the due date which first comes after the last date of the period designated in such notice. For the avoidance of doubt, on the occurrence of any of the preceding Paragraph 1 (2), (3), (4), (5) or (6), the preceding Paragraph 1 shall supersede this Paragraph.

**Article 38-2. (Suspension or Limitation of Transactions)**

In the event of any of the following, the Company may suspend or limit the use of the Card by the Cardmember for the period the Company deems necessary; if the use of the Card is suspended or limited due to the event as set forth (1) below, such suspension or limitation may continue for the period specified by the Company regardless of the payment status after the suspension or limitation:

- (1)The Cardmember has failed to pay any Payment Due Amount on the due date, or all or part of obligations of the Principal Cardmember against the Company become overdue and unpaid;
- (2)The Company determines at its discretion that the Cardmember's use of the Card is improper according to the status of the use of the Card, credit standing and any other factors of the Cardmembers;
- (3)The Company determines at its discretion that the Cardmember has breached, or it is likely that the Cardmember has breached the provision of Article 11-3;
- (4)The Cardmember has not provided any material requested under the second sentence of Paragraph 1 of Article 9, or has refused or delayed in responding the request or has not provided enough answer or confirmation requested under Paragraph 2 of Article 11;
- (5)The Cardmember is a foreign citizen (non-Japanese) with a period of stay ( "period of stay" means the period of stay under the Immigration Control and Refugee Recognition Act; the same shall apply hereinafter) and the period of stay which the Company can confirm based on the report by the Cardmember has expired; or
- (6)The Company reasonably determines that the Cardmember has breached, or it is likely that the Cardmember has breached any of the provisions of these Terms and Conditions, or that the use of the Card by the Cardmember is not appropriate.

**Article 39. (Withdrawal from and Revocation of Membership)**

- 1.The Cardmember may withdraw from Membership in accordance with the procedures prescribed by Both Companies. In such case, the Cardmember shall immediately return the Card to the Company or destroy the Card after cutting it in accordance with the Company's instructions, and the withdrawal shall take effect upon full payment of all obligations of the Cardmember to the Company. The Principal Cardmember who has applied for withdrawal from Membership shall be responsible for all of the obligations against the Company pursuant to these Terms and Conditions.
- 2.The Cardmember shall be deemed to have applied for the withdrawal from Membership when the Cardmember fails to receive the Card which is delivered by the Company pursuant to Article 2, 3, or 6 within the reasonable period.
- 3.Upon withdrawal of the Principal Cardmember, his/her Family Cardmember shall automatically lose their Membership.
- 4.On the occurrence of any of the following events, the Membership (on the occurrence of Item (5) or (9), meaning the Membership of the Cardmember who falls into these Items, on the occurrence of Item (1), (2), (3), (4), (6), (7), (8), (10), or (11) with regard to the Family Cardmember, not only the Membership of such Family Cardmember, including the Membership of the Principal Cardmember) may be revoked by the Company, effective immediately in Items (1), (5) and (12), and effective when Item (2) has not been cured within reasonable period separately notified by the Company, and effective when the Company notifies revocation of the Membership in Item (3), (4), (6), (7), (8), (9), (10), or (11). In the case of revocation of the Membership of the Principal Cardmember, all Family Cardmembers concerned shall also lose their Memberships automatically. The Principal Cardmember who has lost his/her Membership shall be responsible for all of the obligations against the Company pursuant to these Terms and Conditions. If the Cardmember uses the Card after losing his/her Membership, the Principal Cardmember shall be responsible for payment regarding therewith.
  - (1)When it has been revealed that the Cardmember has made a false statement at the time of his/her admission to the Membership;
  - (2)When the Principal Cardmember has failed to pay any Payment Due Amount on the due date, or otherwise breached any of the provisions of these Terms and Conditions;
  - (3)When the Cardmember has committed a breach of any of the provisions of these Terms and Conditions, which constitutes a material breach of these Terms and Conditions;
  - (4)When, in the Company's opinion, the Cardmember's credit standing has been materially altered or the Card has been used by the Cardmember in an improper manner (such improper use includes Use for Shopping to monetize the merchandise);
  - (5)When Both Companies have not issued a Renewal Card to the Cardmember by the expiration date of the Card;
  - (6)When it has been revealed that the Cardmember falls into Anti-Social Forces;
  - (7)When the Cardmember conducts violent demand, undue demand beyond legal responsibilities, threatening behavior or using violent force regarding transactions, damaging Both Companies' credit or obstructing Both Companies' business by spreading false rumors or by the use of fraudulent means or forces or any other act equivalent to any of the above, whether directly or indirectly through a third party;
  - (8)When the Cardmember conducts any of the acts set forth in (a) through (e) below against the Company, JCB, or any of employees, officers or directors of any of the Both Companies (hereinafter collectively "Officer and/or Employee" ) by itself or through a third party:
    - (a)Verbal abuse, slander, intimidating behavior, sexual behavior, behavior attacking personalities of Officer and/or Employee, or offensive behavior or demand against Officer and/or Employee;
    - (b)Restraint for long time (including, without limitation, by telephone), behavior repeating words or deeds of the same intent, persistent inquiries or demands, or demands for response that would interfere with Officer and/or Employee's operation;
    - (c)Behavior that may harm mind, body or work environment of Officer and/or Employee;
    - (d)Demands for money or goods without legal grounds, or demands for special responses; or
    - (e)A mean or manner for a demand is improper under socially accepted standards, considering the content of the demand;
  - (9)When the Company comes to know that the Cardmember has died or when the Cardmember's relative, etc. notifies the Company that the Cardmember has died;
  - (10)The Company reasonably determines that the Cardmember has breached the provision of Article 11-3, or the

Cardmember has not provided any of material requested under the second sentence of Paragraph 1 of Article 9 or has not responded to any of requests or provided enough answer or confirmation under Paragraph 2 of Article 11;

(11)It is considered that (i) the use of the Card by the Cardmember violates any laws or regulations or public order or morals, (ii) the Card is used for any act which violates any laws or regulations or public order or morals, or (iii) it is likely to fall into (i) or (ii); or

(12)The Cardmember is a foreign citizen (non-Japanese) with a period of stay, and a period prescribed by the Company has elapsed from the expiration date of the period of stay which the Company can confirm based on the report by the Cardmember.

5.The Family Cardmember shall automatically lose Agency Power if and when the Principal Cardmember notifies the termination of permission for the Family Cardmember to use the Family Card pursuant to the procedures prescribed by the Both Companies, and thereby lose the Membership.

6.In case of Paragraph 4 or 5, the Company may notify the Merchants that the Card issued to the Cardmember is null and void, whether or not the Company has given the notice of revocation of the membership to the Cardmember.

7.In case of Paragraph 4 or 5, if the Company has requested the Cardmember to return the Card, directly or through the Merchant, the Cardmember shall immediately return the Card.

#### **Article 40. (Responsibility in Case of Loss or Theft of Card)**

1.If the Card or Card Number, etc. is used (including, without limitation, the case where a mobile device, etc. is used as a means of payment, such as by registering the Card Number, etc. on the mobile device, etc.) by a third party due to loss or theft, fraud or other fraudulent act of the Card, the card charges incurred through the use of the Card or Card Number, etc. shall be borne by the Principal Cardmember.

2.Notwithstanding the preceding paragraph, in case of loss of possession of the Card without the Cardmember's own intention (meaning loss of possession of the Card due to loss or theft), if the Cardmember notifies the fact of the loss or theft of the Card to the Company or JCB in the manner prescribed by the Both Companies, reports it to the competent police office, and submits the report of loss or theft in the form prescribed by the Both Companies to the Company or JCB based on its request, immediately after the Cardmember becomes aware of the fact, or the possibility, of the loss or theft of the Card (or if the Cardmember has any justifiable grounds not to comply with such timing, as soon as possible), the Company shall, with respect to the Card notified by the Cardmember, exempt the Cardmember from the card charges incurred through the use of the Card or Card Number, etc. by a third party for the period after the date 60 days prior to the receipt of the notification by the Company or JCB.

3.If the Cardmember is acquainted with a third party who stole the Card or who used the Card or Card Number, etc., the Cardmember shall cooperate with the Company to the fullest extent at the request of the Company to make such third party perform its obligation for damages owed to the Company, except for the case where the Cardmember shall have the obligation to pay the card charges based on this Article.

4.Notwithstanding the Paragraph 2 above, in the event of any of the following, the card charges shall not be exempted and the Principal Cardmember shall pay the card charges in accordance with the Paragraph 1 above:

(1)The Cardmember has breached the provision of Article 2;

(2)The Card has been used by Cardmember's family member or relative (whether or not living together), lodger, guardian, house-sitter, or any other person who takes care of the Cardmember or his/her family, etc. based on the request or consent of the Cardmember, or any other person related to the Cardmember equivalent hereto (hereinafter collectively "Cardmember-Related Person" ), regardless of whether the Cardmember has any negligence in the management of the Card or Card Number, etc. or violates any of these Terms and Conditions;

(3)Loss or theft of the Card has been caused by willful misconduct or gross negligence of the Cardmember or any Cardmember-Related Person, including, without limitation, the cases where the Cardmember has repeatedly committed similar negligence or has repeatedly suffered loss or theft, or the Cardmember has left the Card from him/her under circumstances where it is not difficult for a third party to steal it, such as at a place where others may enter, or other cases equivalent hereto;

(4)The Cardmember has failed to provide any material requested by the Company or JCB or to provide necessary assistance (including, without limitation, confirmation of detailed circumstance or provision of evidences) in the investigation of situation conducted by the Company or JCB;

(5)Any notification, report to the police office, or report of loss or theft in the form prescribed by the Both Companies, under Paragraph 2 of this Article, or any material or answer for the investigation under Item (4) of this Paragraph, contains any incorrect statement or does not contain an important matter;

(6)The Cardmember has breached the provision of Paragraph 3 of this Article;

(7)The registered Personal Identification Number or other identification information (meaning various kinds of password or equivalent; hereinafter the same) is used for the use of the Card or Card Number, etc., excluding the case without willful misconduct or negligence of the Cardmember in managing the Personal Identification Number or other identification information;

(8)Loss or theft has occurred during serious social disturbance, such as war or earthquake; or

(9)Loss or theft has occurred in circumstances in which any of the provisions of these Terms and Conditions have been breached.

#### **Article 40-2. (Unauthorized Use of Card Number, etc.)**

1.If the Card Number, etc. is used (including, without limitation, the case where a mobile device, etc. is used as a means of payment, such as by registering the Card Number, etc. on the mobile device, etc.) by a third party due to loss or theft, fraud or other fraudulent act (hereinafter collectively "Loss or Theft, etc." ) of the Card Number, etc., the card charges incurred through the use of the Card Number, etc. shall be borne by the Principal Cardmember.

2.Notwithstanding the preceding paragraph, if the Cardmember notifies the fact of the Loss or Theft, etc. of the Card Number, etc. or the fact of the unauthorized use of the Card Number, etc. to the Company or JCB in the manner prescribed by the Both Companies, and submits the report of Loss or Theft, etc. in the form prescribed by the Both Companies to the Company or JCB based on its request, immediately after the Cardmember becomes aware of the fact, or the possibility of such fact (or if the Cardmember has any justifiable grounds not to comply with such timing, as soon as possible), the Company shall, with respect to the Card Number, etc. notified by the Cardmember, exempt the Cardmember from the card charges that is considered to be incurred through the unauthorized use of the Card Number, etc. by a third party which is fallen into the "Use of Card subject to Exemption" set forth in the following paragraph.



3.The unauthorized use of the Card by a third party using the Cardmember's Card Number, etc. which is firstly described in the Statement of Charge shall be deemed as "Use of Card subject to Exemption" and subject to the exemption from the card charges under the preceding paragraph if the Cardmember notifies the Company or JCB of the fact under the preceding paragraph within 60 days after the date set forth in Item (1) or (2) below, whichever comes earlier (Paragraph 3 of Article 9 shall apply to specify the date); If the payment method of the unauthorized use of the Card using the Cardmember's Card Number, etc. is revolving shopping payment, installment shopping payment, shopping skip payment, two-time shopping payment or bonus one-time payment, the Statement of Charge in which such use of the Card is firstly described shall be used for the judgment whether 60 days have passed or not:

(1)The date when the Company sends the Notice of Finalization to the email address registered by the Principal Cardmember;  
or

(2)The date when the Paper Statement of Charge arrives at the address notified by the Principal Cardmember in case that the Company sends the Paper Statement of Charge to the Principal Cardmember.

4.If the Cardmember is acquainted with a third party who stole or defrauded the Card Number, etc. or who used the Card Number, etc., the Cardmember shall cooperate with the Company to the fullest extent at the request of the Company to make such third party perform its obligation for damages owed to the Company, except for the case where the Cardmember shall have the obligation to pay the card charges based on this Article.

5.Notwithstanding the Paragraph 2 or 3 above, in the event of any of the following, the card charges shall not be exempted and the Principal Cardmember shall pay the card charges in accordance with the Paragraph 1 above:

(1)The Cardmember has breached the provision of Article 2;

(2)The Card Number, etc. has been used by any Cardmember-Related Person, regardless of whether the Cardmember has any negligence in the management of the Card Number, etc. or violates any of provisions of these Terms and Conditions;

(3)Loss or Theft, etc. of the Card has been caused by willful misconduct or gross negligence of the Cardmember or any Cardmember-Related Person, including, without limitation, the cases where the Cardmember has repeatedly committed similar negligence or has repeatedly suffered Loss or Theft, etc., or the Cardmember has left the Card from him/her under circumstances where it is not difficult for a third party to steal it, such as at a place where others may enter, or other cases equivalent hereto;

(4)The Cardmember has failed to provide any material requested by the Company or JCB or to provide necessary assistance (including, without limitation, confirmation of detailed circumstance or provision of evidences) in the investigation of situation conducted by the Company or JCB;

(5)Any notification or report of Loss or Theft, etc. in the form prescribed by the Both Companies under Paragraph 2 of this Article, or any material or answer for the investigation under Item (4) of this Paragraph, contains any incorrect statement or does not contain an important matter;

(6)The Cardmember has breached the provision of Paragraph 4 of this Article;

(7)The identification information of the Cardmember is used for the use of the Card Number, etc., excluding the case without willful misconduct or negligence of the Cardmember in managing the identification information;

(8)Loss or Theft, etc. has occurred during serious social disturbance, such as war or earthquake; or

(9)Loss or Theft, etc. has occurred in circumstances in which any of the provisions of these Terms and Conditions have been breached.

6.The preceding Article, not this Article, shall apply to the cases where the Card Number, etc. is used by a third party due to loss or theft, fraud or other fraudulent act of the Card.

7.The Company may change any terms or conditions relating to the burden of the card charges of the Principal Cardmember or its exemption set forth in the preceding Article or this Article toward the future. In the event of such change by the Company, the Company shall, in principle, notify the Cardmember of the change no later than 3 months before such change; provided, however, that if such change is solely for the benefit of the Cardmember or if it is deemed that such change will not cause disadvantage to the Cardmember, such change may be only published. In addition, if there is a need for urgent change, the Company may change them with a prior notice to the Cardmember.

#### **Article 41. (Responsibility for Use of Forged Card)**

1.The Principal Cardmember shall not be responsible for the card charges for the use of forged card (a card or the like other than the Card the Company issues to its Cardmember pursuant to the Paragraph 1, Article 2).

2.Notwithstanding the preceding Paragraph 1, if creation or use of the forged card is caused by willful misconduct or negligence of Cardmember, the Principal Cardmember shall be responsible for the card charges for the use of forged card.

#### **Article 42. (Responsibility for Expense)**

1.The Principal Cardmember shall be responsible for funds transfer fees payable to financial institutions in respect of payments of his/her duties, or other fees incurred in respect of payments of his/her duties hereunder, consumption tax and other taxes and public imposts imposed on expenses and other fees hereunder, and other charges incurred by the Company necessary for the preservation and enforcement of his/her obligations by the Company.

2.If the Principal Cardmember has failed to pay any Payment Due Amount on the due date, the Principal Cardmember shall be responsible for the amount publicly announced by the Company or JCB as a part of the expenses and fees additionally incurred by the Company for the settlement between the Company and the Principal Cardmember (such as additional transfer fee, administration fee and communication expense) and shall pay such amount to the Company in the manner as set forth in Article 33 upon request of the Company; provided, however, that this Paragraph shall not apply if the Payment Due Amount which the Principal Cardmember has failed to pay on the due date consists of only due amount of Financial Services.

#### **Article 43. (Jurisdiction)**

The Cardmember agrees that a summary court or a district court having jurisdiction over the district at which the Cardmember's residence, the main office, local office, branch, or sales establishment of the Company is located (in the case of litigation between the Cardmember and the Company), or the main office, local office, branch, or sales establishment of JCB is located (in the case of litigation between the Cardmember and JCB), shall have the jurisdiction over any disputes arising between the Cardmember and the Company or JCB as court in the first instance, irrespective of the amount claimed.

#### **Article 44. (Governing Law)**

Any and all matters concerning the agreements between the Cardmember and Both Companies shall be governed by Japanese laws.

#### **Article 45. (Application of Laws and Regulations Regarding the Control of Foreign Exchange and Foreign Trade)**

When the Card is used outside Japan, the Cardmember may be required to submit approvals, certificates or other documents or to restrict or suspend the use of the Card, pursuant to the laws and regulations regarding the control of foreign exchange and foreign trade.

#### **Article 46. (Application and Revision of These Terms and Conditions)**

These Terms and Conditions shall apply to all contractual relations between the Cardmember and Both Companies. In accordance with the provisions of the Civil Code, Both Companies may revise these Terms and Conditions (including newly stipulating provisions and special agreements that are integral with these Terms and Conditions), the provisions or special agreements attached to these Terms and Conditions without individual agreement with the Cardmember. In such case, Both Companies shall, in principle, notify the Cardmember of such revision after designating the date on which such revision takes effect; provided, however, that if such revision is solely for the benefit of the Cardmember, if the impact on the Cardmember is deemed to be slight, or if it is deemed that such revision will not cause disadvantage to the Cardmember, such revision may be only published. If any discrepancy between these Terms and Conditions and any other provision or specific agreement occurs, such provision or specific agreement shall supersede these Terms and Conditions.

#### **(Supplementary Provisions)**

If the Cardmembers do not voluntarily make the registration for use of "MyJCB" or "J/Secure (TM)" under Paragraph 1, Article 4-2 by February 28, 2025, Both Companies may sequentially register the Cardmembers as users of MyJCB, etc. on or after the date.

In the event the card issuing company is JCB Co., Ltd., these Terms and Conditions shall be changed as follows.

- 1.The terms "Company," "Both Companies," and "Company or JCB" in the Articles shall be read as "JCB."
- 2.Article 12 and Paragraph 1(2), Article 23 shall not apply.
- 3.Paragraph 1 (4), Article 23 shall be changed as follows.

Payment on behalf of the Cardmember by JCB's group company to the Merchant, then payment on behalf of the Cardmember by JCB to such group company.

In the event the card issuing company is a company other than JCB Co., Ltd., these Terms and Conditions shall be changed as follows:

- 1.Paragraph 1(2)(f) and Paragraph 4 of Article 13 shall not apply.
  - 2.Paragraph 1 of Article 15 (only a part relating to Joint Use Company for Prevention of Wrongful Transaction) shall not apply.
- (As of February 28, 2025)

The laws and regulations stated in these Terms and Conditions, the provisions attached hereto, or the special agreements, etc. shall mean the latest laws and regulations at the time of application of such provisions (in the event of any change in the name, article number, etc. of the laws and regulations due to the revision, such provisions shall be replaced reasonably).

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#### **Smart-Revo (スマリボ)Special Agreement**

##### **Article 1 (General Provisions)**

- 1.Under Paragraph 2(1), Article 24 (Payment Method for Card Charges for Shopping) of the Terms and Conditions for JCB Cardmembers (For Individual Members) (hereinafter "Terms and Conditions"), this Special Agreement stipulates the details of services and the conditions of use when the Cardmember selects revolving shopping payment for the card charges for shopping. Terms not specifically defined in this Special Agreement shall have the same meanings as those in the Terms and Conditions.
- 2.If any discrepancy between this Special Agreement and the Terms and Conditions and any other provisions attached thereto (hereinafter "Terms and Conditions, etc." ) occurs, this Special Agreement shall supersede the Terms and Conditions, etc. The Terms and Conditions, etc. shall apply to the matters not stipulated in this Special Agreement.

##### **Article 2 (Definitions)**

1. "Smart-Revo (スマリボ)" (hereinafter "Service") shall mean a service to make revolving shopping payment for payment method for all card charges for shopping in principle in accordance with Paragraph 2(1), Article 24 of the Terms and Conditions.
- 2."User" shall mean the Cardmember who has completed the registration of use of the Service pursuant to Article 3 of this Special Agreement.

##### **Article 3 (Registration of Use)**

- 1.The Cardmember who desires to use the Service shall, after having read, understood, and agreed to this Special Agreement, apply to Both Companies for the use of the Services in the manner prescribed by Both Companies. Both Companies shall register the use of the Cardmember upon acceptance of the application.
- 2.The Cardmember who may apply for the registration of use set forth in the preceding Paragraph shall be the Cardmember to whom the Terms and Conditions applies; provided, however, that some Cardmembers may not apply for the registration of use as set forth in the preceding Paragraph.

##### **Article 4 (Contents of the Service)**

- 1.The contents of the Service shall be as follows; provided, however, depending upon the User, there may be restrictions on services that may be provided.
  - (1)In the event the User designates one-time shopping payment for shopping in accordance with Article 22 (Use for shopping) and Paragraph 1, Article 24 of the Terms and Conditions, the payment method for all card charges for shopping shall be revolving shopping payment, in principle; provided, however, payment method for card charges at some Merchants, fees for the services attached to the Card and other services designated by Both Companies (to be published on JCB website, etc.) shall be one-time shopping payment. In addition, the Service shall not apply to the case where the User designated a payment method other than one-time shopping payment for shopping.
  - (2)In calculating the amount that the Cardmember may use the Card for shopping pursuant to Paragraphs 1 through 3, Article 20 (Amount Available) of the Terms and Conditions while the use of the Service is registered, the applicable Usage Limit by function shall be revolving shopping payment usage limit set forth in Paragraph 1(2), Article 19 (Usage Limits) of the Terms and Conditions.
  - (3)Notwithstanding Items (1) and (2), in the event the User used the Card for shopping beyond the revolving shopping payment usage limit, the amount of use exceeding the revolving shopping payment usage limit shall be paid by one-time

shopping payment in accordance with Paragraph 1(1), Article 25 (Payment of Card Charges for Shopping) of the Terms and Conditions.

(4)The payment method for revolving shopping payment shall be as set forth in Paragraph 1, Article 26 (Revolving Shopping Payment) of the Terms and Conditions. The payment schedule shall be either the "Account Balance-linked YUTORI (Decelerated) Schedule" or the "Account Balance-linked HYOUJUN (Standard) Schedule" among the schedule stated in the Guide to Revolving Shopping Payment at the end of the Terms and Conditions. The detail of each payment schedule and the rate of fee are as specified in the Guide to Revolving Shopping Payment.

(5)While the registration of use of the Service is valid, the User is entitled to receive preferential service as published by Both Companies if the conditions separately published by Both Companies are satisfied.

2.Both Companies may change the contents of the Service for business or other reasons. In such case, Both Companies will publish or notify the User no later than three months in advance (however, no later than six months in the case of material changes); provided, however, that this shall not apply in the event of an emergency.

#### **Article 5 (Method of Use of the Service)**

The User shall designate one-time shopping payment when using the Card for shopping.

#### **Article 6 (Cancellation of Registration of Use)**

- 1.The User may cancel the registration of use by requesting the cancellation of the Service in the manner stipulated by Both Companies.
- 2.Both Companies may cancel the User's registration when (1) the User fails to pay the amount due hereunder on the due date, (2) the User has committed a breach of the Terms and Conditions, etc. or this Special Agreement, (3) the User's revolving shopping payment usage limit becomes ¥0, or (4) Both Companies determine at their discretion that the use of the Service is inappropriate according to card use records, credit standing or any other factors of the User.
- 3.In the event the registration of use is cancelled pursuant to the preceding two Paragraphs, the Cardmember shall no longer be a User and shall not be able to use the Service. In such case, this Special Agreement shall not apply to the Use for Shopping that the Cardmember subsequently used, but only the Terms and Conditions, etc. shall apply.
- 4.Even in the event the registration of use is cancelled pursuant to Paragraph 1 or 2, Items 1 through 4 of Paragraph 1, Article 4 of this Special Agreement shall apply to the Use for Shopping up to the cancellation; provided, however, that this shall not apply in the event all obligations of the User to the Company are accelerated and become immediately due and payable pursuant to Paragraph 1 or 2, Article 38 (Acceleration Clause) of the Terms and Conditions.

#### **Article 7 (Termination of the Service)**

Both Companies may terminate the Service for business or other reasons. In such case, Both Companies shall notify the User no later than six months prior to the termination of the Service. Paragraphs 3 and 4 of the preceding Article shall apply mutatis mutandis to the termination of the Service.

#### **Article 8 (Revision of this Special Agreement)**

Article 46 of the Terms and Conditions (Application and Revision of These Terms and Conditions) shall apply to the revision of this Special Agreement.

#### **Article 9 (Shift from "Shiharai-Meijin")**

- 1.Regardless of Paragraph 1 (4), Article 4 of this Special Agreement, for the User who has shifted from "Shiharai-Meijin" (the service provided by Both Companies to the Cardmembers until the use on April 15, 2019 and until the payment on May 10, 2019 in accordance with Paragraph 2(1), Article 24 of the Terms and Conditions, and hereinafter the same), the payment schedule of revolving shopping payment will be the payment schedule that was applied to the Cardmember at the time of the shift from "Shiharai-Meijin" to this service (hereinafter "Existing Course"), or the Account Balance-linked HYOUJUN (Standard) Schedule, out of the payment schedules specified in the Guide to Revolving Shopping Payment at the end of the Terms and Conditions.
- 2.The User may change from the Existing course to the payment schedule set forth in Paragraph 1(4), Article 4 of this Special Agreement, upon request and approval by Both companies in the prescribed manner; provided, however, after the change, the User cannot change to Existing course again.

In the event the card issuing company is JCB Co., Ltd., the term "Both companies" in this Special Agreement shall be read as "JCB."

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#### **<Joint Use Company>**

The Joint Use Company referred to in these Terms and Conditions is as follows:

JCB Travel Co., Ltd.

Takadanobaba TS Building, 3-13-2, Takada, Toshima-ku, Tokyo 171-0033

Purpose of use: To provide services, including travel services, reservation services of air tickets and golf courses, etc. and "J-Basket Services" operated by JCB Travel Co., Ltd.

JCB Service Co., Ltd.

Aoyama Rise Fort, 5-1-20, Minami-aoyama, Minato-ku, Tokyo 107-0062

Purpose of use: Insurance services, etc.

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#### **<Participated Credit Information Agencies>**

The Participated Credit Information Agencies referred to in these Terms and Conditions are as follows:

● CREDIT INFORMATION CENTER CORP. (CIC) (Designated Credit Information Agency on the Money Lending Business Act and the Installment Sales Act)

Shinjuku First West, 15F, 1-23-7, Nishi-shinjuku, Shinjuku-ku, Tokyo 160-8375 Telephone: 0120-810-414

<https://www.cic.co.jp/>

● JAPAN CREDIT INFORMATION REFERENCE CENTER CORP. (JICC) (Designated Credit Information Agency on the Money Lending Business Act)

※ For qualification for membership of individual credit information agencies, participating corporate members, registered information items, and other details, see the websites of those agencies.

#### Registered Information and Registration Period

	CIC	JICC
(1) Name, date of birth, sex, address, telephone number, address of workplace, number of driver's license, identification number of identification documents and other personal information	The period during which information of either (2), (3), (4) or (5) at left is registered	
(2) The date when the Participated Credit Information Agencies was used, and the fact that an application was made under the agreement	Six months from the date on which the credit information agency was used	Six months from the date on which the credit information agency was used
(3) Date of acceptance of application, content of the agreement such as usage limits, loans outstanding, installment balance and estimated annual billing, the fact that payment of obligation was delayed, and payment situations such as payment completed	During the period of the contract and five years from the date on which the contract was terminated (or the date on which payment was completed if it had not been completed yet)	During the period of the contract and five years from the date on which the contract was terminated (or the date on which payment was completed if it had not been completed yet)
(4) Information that a complaint about registered information has been received and that the matter is under research	During the period of such research	
(5) Information reported by the person that personal identification papers have been lost or stolen, etc.	Within five years from the date of registration	

- ※Of the above, information the credit information agencies collect and register independently is (4) and (5).  
 ※In addition to the above, CIC and JICC also register that a defense of suspension of payments has been offered during investigation period in respect of its defense.  
 ※In addition to the above, JICC also registers delinquent information during delinquency, information pertaining to the fact that delinquency has been resolved for a period of not more than five years (or for a period of not more than one year from the date of termination of the delinquency if the date of enrollment falls on or before March 31, 2018), and information on transfer of receivables for a period of not more than one year from the date of transfer of receivables.

#### <Affiliated Credit Information Agencies>

The Affiliated Credit Information Agencies referred to in these Terms and Conditions is as follows:

- Personal Credit Information Center  
 Telephone: 03-3214-5020  
<https://www.zenginkyo.or.jp/pcic/>

※ Personal Credit Information Center is an individual credit information agency whose members consist mainly of financial institutions and their affiliated companies. For qualification for membership, participating corporate members, and other details, see their website above.

- The relationship between the Participated Credit Information Agencies and the Affiliated Credit Information Agencies is as follows.

Participated Credit Information Agencies	Affiliated Credit Information Agencies
CIC	JICC, Personal Credit Information Center
JICC	CIC, Personal Credit Information Center

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#### <Designated Dispute Resolution Organization for Money Lending Operations>

- Japan Financial Services Association Money Lenders' Consultation and Dispute Resolution Center  
 3-19-15, Takanawa, Minato-ku, Tokyo 108-0074  
 Telephone: 03-5739-3861

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**Guide to Revolving Shopping Payment:**  
**1.Monthly Payment Schedule (principal)**

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		Account balance as of Closing Date (15th of every month)			
		¥100,000 and below	Over ¥100,000 and below ¥500,000	Over ¥500,000 and below ¥1,000,000	Over ¥1,000,000
Full Payment Schedule		Account balance as of Closing Date (15th of every month)			
Fixed Schedule		Amount designated by the Cardmember (minimum of ¥5,000 and in ¥1,000 increments)*			
Account Balance-linked Schedule	YUTORI (Decelerated) Schedule	¥5,000	¥10,000	¥15,000	¥20,000
	HYOUJUN (Standard) Schedule	¥10,000	Additional ¥10,000 for every ¥100,000 over ¥100,000		
	TANKI (Accelerated) Schedule	¥20,000	Additional ¥20,000 for every ¥100,000 over ¥100,000		

- \*For Platinum Cardmembers and Gold Cardmembers, minimum of ¥10,000 and in ¥1,000 increments.  
 ※The Payment Schedule and payment amount for principal applied to the Cardmember are provided in “Guidance of Issuance of Card” given at the delivery of the Card (“Card Issuance Guidance”).  
 ※If there is no field to designate payment schedule or payment schedule is not designated, [A] or [B] will apply. [A] When the Cardmember is newly admitted to Membership, Fixed Schedule will apply, and the amount will be ¥10,000 (¥5,000 for JCB EIT). [B] If the Cardmember switches to a new card, the designated principal before the switch will be succeeded.  
 ※If the Cardmember is newly registered to Smart-Revo (スマリボ), the Cardmember may select only Account Balance-linked YUTORI (Decelerated) Schedule or Account Balance-linked HYOUJUN (Standard) Schedule.

**2.Rate of Fee:**

Real Annual Interest Rate: 13.20-15.00%

※The rate of fee shall be set for each card issuing company within the range of the above interest rate; provided, however, that in the event there is a separate agreement between the card issuing company and the Cardmember, the rate may be other than the above. The rate of fee applied to the Cardmember is provided in Card Issuance Guidance.

※If the revolving shopping payment is used for all card charges for shopping as set forth in the Terms and Conditions and special agreement (Payment of Card Charges for Shopping), the real annual interest rate shall be 15.00%.

[First payment]

Real annual interest rate × number of days (from the day following the Closing Date to the due date of the following month) / 365 days

[Second and following payments]

Real annual interest rate × number of days (from the day following the due date to the due date of the following month) / 365 days

**3.Example: (Fixed Schedule of ¥10,000 using 15.00% real annual interest rate)**

Purchase of ¥70,000 on June 30th.

(1) Payment on August 10th:

[1] Principal: ¥10,000

[2] Fee: ¥747 (¥70,000 × 15.00% × 26 / 365 days)

[3] Payment: ¥10,747 ([1]+[2])

(2) Payment on September 10th:

[1] Principal: ¥10,000

[2] Fee: ¥764 (¥60,000 × 15.00% × 31 / 365 days)

[3] Payment: ¥10,764 ([1]+[2])

※ In the case of JCB EIT, fee of first payment (fee from the day following the closing date (the 16th day) to the due date of the following month) shall be free for a newly used amount.

**Guide to Installment Shopping Payment:****1. Rate of Fee**

Real annual interest rate: 12.00% to 15.00% [Monthly Interest Rate: 1.0-1.25%]

※The rate of fee shall be set for each card issuing company within the range of the above interest rate; provided, however, that in the event there is a separate agreement between the card issuing company and the Cardmember, the rate may be other than the above. The rate of fee applied to the Cardmember is provided in "Guidance of Issuance of Card" given at the delivery of the Card.

**2. Schedule of Number of Payments** (based on real annual interest rate of 15.00%)

Number of Payments	3 Times	5 Times	6 Times	10 Times	12 Times
Period of Payments	3 Months	5 Months	6 Months	10 Months	12 Months
Installment Rates	2.51%	3.78%	4.42%	7.00%	8.31%
Amount of Fee for ¥10,000 of Amount of Card Charges for Shopping	¥251	¥378	¥442	¥700	¥831

Number of Payments	15 Times	18 Times	20 Times	24 Times
Period of Payments	15 Months	18 Months	20 Months	24 Months
Installment Rates	10.29%	12.29%	13.64%	16.37%
Amount of Fee for ¥10,000 of Amount of Card Charges for Shopping	¥1,029	¥1,229	¥1,364	¥1,637

※Depending on the Merchant, you may designate the number of payments other than as listed above.

※In case that the real annual interest rate is not 15.00%, "Installment Rates" and "Amount of Fee for ¥10,000 of Amount of Card Charges for Shopping" are different from those listed above.

**3. Example**

If the Cardmember purchases goods of ¥100,000 in cash value using 10-times payments on June 30 and the real annual interest rate is 15.00%:

A. Total Amount of Fees According to the Schedule Above

$$¥100,000 \times 7.00\% = ¥7,000$$

B. Total Amount of Payments According to the Schedule Above

$$¥100,000 + ¥7,000 = ¥107,000^{*1}$$

C. Amount of Monthly Payment

$$¥107,000 / 10 \text{ times} = ¥10,700^{*2}$$

(However, the initial payment shall be ¥10,518<sup>\*3</sup> and the final payment shall be ¥10,699<sup>\*4</sup>)

D. Total Amount of Payments

$$¥10,518 \text{ (initial payment)} + ¥10,700 \times 8 \text{ (2nd payment to 9th payment)}$$

$$+ ¥10,699 \text{ (final payment)} = ¥106,817$$

※1 The total amount of "D. Total Amount of Payment" shall not exceed "B. Total Amount of Payment According to the Schedule Above." (Any fractions will be adjusted if they occur in the calculation process.)

※2 In order to equalize the amount of monthly payment, the "C. Amount of Monthly Payment" is calculated once using the Installment Rates.

※3 The amount of initial payment shall be the principal in the amount obtained by subtracting the fee calculated on monthly interest rate from the "C. Amount of Monthly Payment" above, plus the fee calculated on a daily basis.

$$\text{The fee calculated on monthly interest rate } ¥100,000 \times 1.25\% = ¥1,250$$

$$\text{The principal of initial payment } ¥10,700 - ¥1,250 = ¥9,450$$

The fee on a daily basis

$$¥100,000 \times 15.00\% \times 26/365 \text{ days} = ¥1,068$$

(amount of use  $\times$  real annual interest rate  $\times$  number of days (from the day following the due date to the 10th of the following month)/365 days)

$$\text{The amount of initial payment } ¥9,450 + ¥1,068 = ¥10,518$$

※4 The amount of final payment is the total of the final installment payment principal (the amount obtained by subtracting the total of the paid installment principal (from the first to the ninth installment) from the price in cash value) and the fee. The principal for the second to ninth installments is the amount of "C. Amount of Monthly Payment" minus the fee calculated on monthly interest rate.

<Example, the second installment>

$$\text{The total amount after initial payment } ¥100,000 - ¥9,450 = ¥90,550$$

$$\text{The fee calculated on monthly interest rate } ¥90,550 \times 1.25\% = ¥1,131$$

$$\text{The principal of the second payment } ¥10,700 - ¥1,131 = ¥9,569$$

**Guide to Shopping Skip Payment:**

The amount obtained by adding the shopping skip payment fee to the amount of use shall be paid in a lump (once) on the 10th day of the designated payment month (or the next business day if financial institutions are closed on that day)

Fee: Amount of use  $\times$  rate of fee (monthly interest)  $\times$  number of deferred months (the number of months from the month of payment before the change to the designated month of payment)

Payment period: 54 - 239 days

**1. Rate of Fee**

Real annual interest rate: 12.00% to 15.00% [Monthly Interest Rate : 1.0-1.25%]

※The rate of fee shall be set for each card issuing company within the range of the above interest rate; provided, however, that in the event there is a separate agreement between the card issuing company and the Cardmember, the rate may be other than the above.

## 2. Example

If the Cardmember uses ¥10,000 (for the payment on August 10) designating one-time shopping payment and changes the payment month to November 10 and the real annual interest rate is 15.00%:

<Payment on November 10>

[1] Principal: ¥10,000

[2] Fee: ¥375 (¥10,000 × 3 months × (15.00 % / 12 months))

[3] Payment: ¥10,375 ([1]+[2])

### <Guide of the Card (at the time of admission)>

20250228 (YE)

	Gold Card	Grande, Standard Card, Ladies Card, LINDA (Working Adults)	Student Cardmembers
Total Limits	¥500,000~ ¥3,000,000	¥100,000~ ¥1,000,000	¥0~¥300,000
Shopping Limit			
one-time shopping payment	¥500,000~ ¥3,000,000	¥100,000~ ¥1,000,000	¥0~¥300,000
Shopping Balance Limit			
two-time shopping payment	¥0~¥1,000,000	¥0~¥1,000,000	¥0~¥300,000
bonus one-time payment	¥0~¥1,000,000	¥0~¥1,000,000	¥0~¥300,000
revolving shopping payment	¥0~¥1,000,000	¥0~¥1,000,000	¥0~¥300,000
installment shopping payment/ shopping skip payment	¥0~¥1,000,000	¥0~¥1,000,000	¥0~¥300,000
Total Cashing Limit			
one-time cashing payment	¥0~¥400,000	¥0~¥400,000	¥0~¥100,000
overseas one-time cashing payment	¥0~¥400,000	¥0~¥400,000	¥0~¥100,000
revolving cashing payment	¥0~¥500,000	¥0~¥500,000	¥0~¥100,000

### ■ JCB EIT

	Student Cardmembers	Cardmembers other than Student Cardmembers
Total Limits	¥50,000~ ¥300,000	¥50,000~ ¥1,000,000
Shopping Balance Limit		
revolving shopping payment	¥50,000~ ¥300,000	¥50,000~ ¥1,000,000
Total Cashing Limit		
revolving cashing payment	¥0~¥100,000	¥0~¥500,000

※In principle, cashing services are not available for Cardmembers who have no income, except for some Cardmembers.

※Each usage limit at the time of new admission shall be up to the amount determined by the Company within the scope of the table above.

※If the Cardmember has more than one JCB card, each card has its own usage limit, but the aggregate usage limits for the same card issuing company's card is within the highest of each usage limit (this does not apply to some cards).

※Homemakers or students who have part-time or temporary work income are eligible for the examination of the cashing services ; provided, however, that revolving cashing payment may not be available for students depending on cards.

※Some payment methods described above may not be available depending on cards.

(February 2025 revised)

## Guide to Cashing Services:

20200331 (aE')

<Purpose: Unlimited (excluding business purposes)>

Type	Interest Rate (annual rate)*1	Repayment Method	Repayment Schedule/ Number of Repayments	Collateral
one-time cashing payment (domestic/overseas)*1	15.00~18.00%	Repayment of principal and interest in single payment	23~56 calendar days/ 1 repayment	Not necessary
revolving cashing payment*2	15.00~18.00%	Repayment of principal in a fixed amount each month; Repayment of an increased amount in the bonus months; Repayment of a fixed principal amount only in the bonus months	The period and number of repayments required for complete repayment of the principal and interest based on the account balance and the repayment method. Example: If ¥500,000 is borrowed with principal to be repaid monthly in a fixed amount of ¥10,000, the period is 50 months with 50 repayments.	

\*The "Repayment Period, Number of Repayments, Repayment Date, Repayment Amount" stated in the "Notice of Loan Usage" issued by the Company when the cashing service is used within the usage limits will vary if the cashing service is newly used or repaid after the delivery.

\*The Cardmember shall bear the fee for one-time cashing payment (domestic) and revolving cashing payment at a CD/ATM (¥110 (including tax) in the event the amount of use per time is ¥10,000 or less, and ¥220 yen (including tax) in the event the amount of use exceeds ¥10,000). (Depending on the card issuing company, the CD/ATM for which the fee is charged may be different.)

\*In the event of the use of overseas one-time cashing payment, due to the business processes of foreign financial institutions, the arrival of the data of the use to JCB is delayed, the due date may become two or three months after the month to which the expiration date of the Standard Period belongs (The maximum repayment period may be 101 days, depending upon the calendar.) Even in such case, the fee shall be the amount obtained by multiplying the rate of fee by the period from the day following the Date of Loan to the 10th of the month following the month to which the expiration date of the Standard Period belongs.

\*1 If JCB E. GO members use yen domestically, the payment method will be E. GO cashing one-time payment (interest rate per annum (\*1) 1.00%).

\*2 The payment method of Arubara, X-Times members shall be A/X JCB revolving cashing payment (interest rate per annum (\*1) 15.00 to 20.00%).

\*1 Calculated on a daily basis based on 365 days per year (366 days in the leap year).

Late Charges (\*1) : 20.00% per annum.

## <Method of Advance Repayment>

20230331 (aE')

	revolving shopping payment	Installment shopping payment *	one-time cashing payment (domestic/overseas)	revolving cashing payment	
1.Repayment through an ATM	○	×	×	○	Repayment through an ATM, etc, designated by the Company
2.Repayment by Bank Transfer	○	○	×	○	Repayment by bank transfer on due date, with prior notice to the Company
3.Repayment by Direct Deposit	○	○	○	○	Repayment by direct deposit to account designated by the Company, with prior notice to the Company
4.Repayment by Bringing Cash	○	○	○	○	Repayment by directly bringing cash to the Company

\*Only advance repayment in full is available. The method of advance repayment for shopping skip payments is the same as the method of advance repayment for installment shopping payment.

\*In case of an advance repayment in full, the Principal Cardmember shall also make payment for fee or interest accrued until the repayment date calculated on a daily basis.

\*In case of an advance repayment in part, such partial advance repayment shall be, in principle, entirely appropriated to repayment of principal (The amount to be appropriated for the cashing services shall be minimum of ¥1,000 and in ¥1,000 increments or minimum of ¥10,000 and in ¥10,000 increments.). The Principal Cardmember shall make payment for fee or interest accrued until the following due date and onward calculated on a daily basis according to the amount of principal.

\*Any advance payment is not available until a sales draft / sales data relating to the use of the Card arrive at JCB from a financial institution, ATM holding company or Merchant, etc., (including, without limitation, in a case of cashing fund transfer service). Especially, it may take several days from the date of the use of the Card to the date of the arrival of the sales draft / sales data in a case of overseas one-time cashing payment, or Use for Shopping at a part of Merchants.

\*If the Principal Cardmember is considering a repayment in Repayment by Bringing Cash, it is recommended that the Principal Cardmember ask the information desk the details in advance because a place, time and other terms acceptable for Repayment by Bringing Cash are limited.



**Guide for the Cardmembers whose Total Cashing Limit is ¥0**

The following is a summary of the cashing services provided before issuing the Card in accordance with Article 16-2 of the Money Lending Business Act. Please refer to the following instructions, if applicable.

**【The Cardmembers whose Total Cashing Limit is ¥0】**

1. Those who did not desire to use Total Cashing Limit when applying for Membership.
2. Those who desired to use the cashing services and did not fill in the necessary items for the examination prescribed by the Company (including those whose entries are obscure or unclear), or those whose Total Cashing Limit become ¥0 depending upon the type of Card or after the examination by the Company.
  - ※ Since JCB CARD R does not have one-time cashing payment usage limit for its cashing services, the following statements on one-time cashing payment do not apply to JCB CARD R.
  - ※ Since JCB EIT does not have one-time cashing payment usage limit and overseas one-time cashing payment usage limit for its cashing services, the following statements on one-time cashing payment or overseas one-time cashing payment do not apply to JCB EIT.
  - ※ For those who desire to use the cashing services (excluding those listed in 2 above), the Company will inform separately.

**【Guide to the Contents of Cashing Services】**

		one-time cashing payment	overseas one-time cashing payment	revolving cashing payment
Total Cashing Limit		¥0		
Usage Limits		¥0		
Interest Rate (annual rate) *1		18.00%		
Repayment Method		Repayment of principal and interest in single payment		Repayment of principal in a fixed amount each month
Guide for Repayments	Total Amount of Repayments	¥0		
	Repayment Schedule/ Number of Repayments	0 days/ 0 repayment		0 days/ 0 repayment

\*1 Calculated on a daily basis based on 365 days per year (366 days in the leap year).

● Late Charges (\*1): 20.00% per annum

● Method of calculating the amount of repayment

**【one-time cashing payment/overseas one-time cashing payment】**

The total amount from the 16th of the previous month to the 15th of the current month and the fee calculated by the method below shall be paid on the due date of the following month.

<Method of calculating the fee> Amount of use × Real annual interest rate × number of days <from the day following the date of the use to the due date of the payment> / 365 days (366 days in the leap year)

**【revolving cashing payment】**

The designated principal and the fee calculated by the method below shall be paid on the due date of every month. If the amount of use is less than the principal, the amount of use shall be paid as principal.

<Method of calculating the interest> [New use] Amount of new use × Real annual interest rate × number of days <from the day following the date of the use to the due date of the payment> / 365 days (366 days in the leap year)

[Balance] Amount of balance after last repayment × Real annual interest rate × number of days <from the day following the date of the use to the due date of the payment> / 365 days (366 days in the leap year)

**【Method of Advance Repayment】**

According to the Method of Advance Repayment, the Cardmember may repay all or part of the borrowing, the fee and interest at any time prior to the due date.

	one-time cashing payment (domestic/overseas)	revolving cashing payment
1. Repayment through an ATM, etc. designated by the Company	×	○
2. Repayment by bank transfer on due date, with prior notice to the Company	×	○
3. Repayment by direct deposit to account designated by the Company, with prior notice to the Company	○	○
4. Repayment by directly bringing cash to the Company	○	○

※In case of an advance repayment in full, the Principal Cardmember shall also make payment for fee or interest accrued until the repayment date calculated on a daily basis.

※In case of an advance repayment in part, such partial advance repayment shall be, in principle, entirely appropriated to repayment of principal (The amount to be appropriated for the cashing services shall be minimum of ¥1,000 and in ¥1,000 increments or minimum of ¥10,000 and in ¥10,000 increments.). The Principal Cardmember shall make payment for fee or interest accrued until the following due date and onward calculated on a daily basis according to the amount of principal.

※For overseas one-time cashing payment, due to the business processes of foreign financial institutions and ATM holding companies, etc., it may take several days from the date of use of overseas one-time cashing payment to the day when the sales draft arrives at JCB. In such case, the Principal Cardmember may not repay until the sales draft arrives at JCB.

**【Acceleration Clause】**

Any and all obligations of the Principal Cardmember to the Company shall automatically become due and payable, on the occurrence of any of the following events as set forth in (1) below and such event has not been cured within reasonable period separately notified by the Company, and on the occurrence of any of the following events as set forth (2), (3) or (4) below without any notice or demand, and on the occurrence of any of the following events as set forth (5), (6) or (7) below with request by the Company: provided, that Item (1) below shall be valid to the extent that interest rate applicable is within the rate set forth in Paragraph 1, Article 1 of the Interest Restriction Law.

(1)The Cardmember has failed to pay any of his/her obligations on the due date;

(2)Any promissory note, bill of exchange or check issued by the Cardmember has been dishonored, or the Cardmember has suspended payment generally;

(3)An application for attachment, provisional attachment, preservative seizure or provisional disposition against the Cardmember or the assets of the Cardmember has been filed, or tax collection procedures have been commenced;

(4)A petition for bankruptcy, civil rehabilitation or mediation for adjustment of debts procedures has been filed by or against the Cardmember;

(5)A material change has arisen in the Cardmember's credit standing other than (1), (2), (3) or (4) above;

(6)The Cardmember has committed a breach of these Terms and Conditions, which constitutes a material breach of these Terms and Conditions (including, but not limited to, a breach of the covenant of the Terms and Conditions (Anti-Social Forces)); or

(7)The Cardmember has lost his/her Membership pursuant to the Terms and Conditions (Withdrawal from and Revocation of Membership).

**【Miscellaneous】**

※ The Cardmember shall bear the transfer fees payable to convenience stores or financial institutions, taxes and public imposts imposed on expenses and other fees, other charges incurred by the Company necessary for the preservation and enforcement of his/her obligations by the Company, the fee for one-time cashing payment (domestic) and revolving cashing payment at a CD/ATM (¥110 (including tax) in the event the amount of use per time is ¥10,000 or less, and ¥220 yen (including tax) in the event the amount of use exceeds ¥10,000). (Depending on the card issuing company, the CD/ATM for which the fee is charged may be different.)

※ Payment date: the 10th of every month (or the next business day if financial institutions are closed on that day)

※ Payment will be automatically transferred from the designated account. Please refer to the Guide to Card Issuance for the designated account.

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**Replacement of the standard terms in the self-regulatory regulations established by the Japan Consumer Credit Association**

The standard terms in the self-regulatory regulations established by the Japan Consumer Credit Association shall be replaced as follows in the Guide to Card Issuance, these Terms and Conditions and the Statement of Charges.

<b>The standard terms in the self-regulatory regulations established by the Japan Consumer Credit Association</b>	<b>The terms after replacement</b>
Cash price	Card charges for shopping, Amount of card charges for shopping
Total amount payable	Total Amount of Installment Payments
Fee for the Intermediation of Comprehensive Credit Purchases	Revolving shopping payment/installment shopping payment/shopping skip payment fee, Fee
Amount of installment payments	Amount of monthly payment, Amount of payment, Statement of Charges of the payment, Payment schedule information
Number of payments	Payment method

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