

GoRemit Online Overseas Remittance Service Application

(※This application form is for individual customers only)

SHINSEI BANK
To whom it may concern

I hereby agree to the “Terms and Conditions for GoRemit Online Remittance Service (for Individuals)” stated separately from this application form and apply for the GoRemit Online Overseas Remittance Service (use of online service tool is included).

GoRemit Customer Number	Submit date (yyyy-mm-dd)
Name	Signature or Seal (Registered signature or registered seal)

- When contacting you in regards to the GoRemit Online Overseas Remittance Service, we will contact you at the e-mail address registered with GoRemit. The same address is the User ID of the service, Please check that your registered e-mail address settings are up to date. Customers who have not registered their e-mail address with GoRemit, please register your e-mail address by submitting the “Change of Registered Information (Individuals)” available for download from the GoRemit website.
- Please check the user guide for the GoRemit Online Overseas Remittance Service and operating environment of online service tool, etc. on the GoRemit website.
- When your registration with the GoRemit Online Overseas Remittance Service is completed, we will send you a temporary password to the registered e-mail address.
- The Online Service tool required for the GoRemit Online Overseas Remittance Service needs to be downloaded separately.

(銀行使用欄)

印鑑照合	入力	照査	PW発行

Terms and Conditions for GoRemit Online Remittance Service (for Individuals)

(As of July 2nd, 2018)

These Terms and Conditions stipulate the application for and use of GoRemit Online Remittance Service (hereinafter, "Online Services") by customers of Services for Individuals provided by Shinsei Bank.

1. Definitions

The following terms used in these Terms and Conditions have the following meanings. Other terms used in the Terms and Conditions shall follow the definitions set out in the "GoRemit Common Terms and Conditions (for Individuals)" and the "GoRemit Overseas Remittance Terms and Conditions (for Individuals)".

"User ID" English figures/characters/symbols that the Bank requests customers to provide when using the Online Services. The email address that the customer has registered with the Bank (hereinafter, "Registered Email Address") shall be the customer's User ID.

"Password" The secret words or numbers, including any memorable information, used to confirm customers' identity when using the Online Services.

"Security Codes" The Password and the User ID (hereinafter, "ID") that the Bank requests customers to provide when using the Online Services to identify the customers and, customers' detailed information prescribed by the Bank.

"User Guide" The guide and information provided by the Bank about the Online Services including:

- hard copies
- guide and information delivered verbally through the help desk
- messages sent to the customer through the Online Services
- emails sent to the customer from the Bank
- the online information and help provided as part of the Online Services

"Customer's System" Computer devices (including devices specified by the Bank (e.g., smart-phones) that are connectable to and viewable on the Internet; but limited to computer devices specified by the Bank) used by the customer to access the Online Services.

"Online Service Tool" Software provided to the customers by the Bank in order to conduct the Online Services based on requests using the Customer's System.

2. Details of Online Services

- (1) Through the Online Services, customers may submit remittance requests or use other Services for Individuals specified by the Bank by entering Security Codes in the manner specified by the Bank on the screen dedicated to Online Services specified by the Bank. However, when conducting an Overseas Remittance Transaction using an Overseas Remittance Account, the customer must separately make payment in favor of the Overseas Remittance Account, outside the Online Services, and remittances to their beneficiaries from the Overseas Remittance Account will only be made after confirmation of receipt of sufficient funds.
- (2) The use of the Online Services shall be subject to these Terms and Conditions, the GoRemit Common Terms and Conditions (for Individuals), the Terms and Conditions Governing GoRemit Overseas Remittance Transactions (for Individuals), the Handling of Personal Information of Individual Customers, other terms and conditions applicable to the Services for Individuals, and the privacy policy.

3. Security

In order to allow only customers to access and give instructions through the Online Services, customers are requested to follow the following security procedures.

- (1) Persons other than customers must not use the Online Services.
- (2) Customers must follow the security related procedures prescribed by the Bank and set out in the User Guide.
- (3) If customers have discovered a transaction or a service that may have been conducted without their authorization, they are requested to notify the Bank by calling the number indicated in the User Guide. Customers are requested to inform the Bank immediately if there are any errors in their fund transfer history.
- (4) Customers must take all reasonable steps to ensure that their Password remains secret. Customers must not disclose their Password to anyone including the staff members of the Bank or the help desk. Customers are requested to avoid using a Password that can be guessed easily by third parties, such as their birthday or telephone number.
- (5) If their password may have been known to others, customers are requested to notify the Bank by calling the number indicated in the User Guide. The Bank will suspend the Online Services until a new Password is set.

4. Carrying Out Customers' Instructions

- (1) The Bank carries out instructions using customers' Security Codes without obtaining further confirmation from customers.
- (2) Excluding cases where they were either explicitly or implicitly authorized by customers, customers are not liable for the instructions that were given using their security Codes, if:
 - ① they are given after the customer has notified the Bank that he/she considers that his/her Password is known by others;
 - ② they are given before customers provide the Bank with the notice referred to in the preceding paragraph, unless they acted fraudulently or with gross negligence, or they failed to follow the security rules; or
 - ③ the Security Codes are known through the Bank's actions or negligence.
- (3) The Bank has no obligation to:
 - ① accept a conditional or reversible instruction; or
 - ② make payment earlier than the cases where the Bank follows its normal banking practices.
- (4) The Bank may, if it considers it justified, refuse to carry out an instruction or ask the customer for written confirmation.
- (5) The Bank will endeavor to confirm an instruction that may not have been authorized by the customer. Accordingly, the Bank may refuse to carry out the instruction or may follow the procedures to reverse the instruction. The Bank will not be responsible for the loss caused to the customer as long as the Bank has acted reasonably.
- (6) Depending on the time when it was given or the processing status of other transactions, all transactions instructed by the customer may not be processed immediately.
- (7) Under normal circumstances customers are allowed to use the Online Services at any time during the normal service hours set out in the User Guide. However, the Services may become unavailable without notifying the customers due to regular maintenance, system requirements, or other circumstances.

5. Use of Online Service Tools

- (1) Online Service Tools can be used only by customers who have satisfied the terms and conditions prescribed by the Bank and only in an operational environment prescribed by the Bank. However, even if the operational environment for the Online Service Tool is satisfied, there may be instances where the Online Service Tool fails to operate normally, depending on, for example, the use status of the Customer's System. There may also be instances where the Online Service Tool fails to operate normally when, for example, changes are made to the operating system of the Customer's System or other use environment or when the Online Service Tool is upgraded after the customer has downloaded it.
- (2) If the Customer's System with Online Service Tools installed is handed over to a third party, there is a possibility that the customer would incur losses, such as leakage of the customer's information to outside parties, due to undertaking of the Online Services by unlawful use of the Online Service Tool. Customers are requested to strictly control the Customer's System when using the Online Service Tool. If a third party other than the customer used the Online Service Tool and conducted transactions or browsed/alterd information while the customer was logging in through the Online Service Tool or entering information to conduct Online Services, the Bank shall not be liable whatsoever for such losses incurred by the customer.

- (3) When changing or selling the Customer for such losses incurred by the customer, third partying the relevant contract with a cell-phone company, etc., the customer must ensure that the Online Service Tools are deleted beforehand.
- (4) The Bank strongly recommends that the Customer's System with Online Service Tools installed be equipped with security software provided by, for example, cell-phone companies or reliable manufacturers.
- (5) Notwithstanding the provisions of Article 9, Paragraph 2 of the "GoRemit Common Terms and Conditions (for Individuals)," the Bank may provide customers with notice related to Services for Individuals in the following methods:
 - ① Push notification to the Customer's System through Online Service Tools
 - ② Notification using the message function in Online Service Tools
- (6) Customers may use biometric authentication functions in the Customer's System when using Online Service Tools.
- (7) Online Service Tools are free of charge; however, the Bank may charge fees thereon, depending on, for example, and the economic situation. Furthermore, telecommunication fees for downloading and using Online Service Tools shall be borne by the customer.
- (8) Copyright, intellectual property rights and all other rights for Online Service Tools shall belong to the Bank or each right-holder from whom the Bank was granted approval. Other than using Online Service Tools in accordance with these Terms and Conditions, whatever the purposes may be, customers may not copy, alter, conduct reverse engineer, decompile, disassemble, or change or sell, transfer, pledge, loan, or distribute all or part of Online Service Tools. The Bank may suspend all of a customer's transactions using Online Service Tools if the Bank judges that the customer has breached or is feared to breach the provisions of this paragraph.
- (9) The Bank may, at any time, suspend, cancel, or terminate all or part of services provided through Online Service Tools and the provision itself of Online Service Tools or make revisions thereto, without obtaining the customer's consent or providing notice to the customer.

6. Liability for Loss

- (1) The Bank is only liable for direct losses to the customer, and only if caused by nonperformance resulting from the Bank's willful misconduct or negligence. The Bank is not liable for indirect losses. Examples where the Bank is not liable include:
 - ① acting on the customer's authenticated instructions which in fact were given by somebody else (provided, however, that instances listed in Article 4, Paragraph 2 are excluded);
 - ② incompatibility between the Customer's System and the Online Services;
 - ③ anything beyond the Bank's reasonable control that disrupts the Online Services or causes the customer's instructions to be delayed or not acted on.
 - ④ defects in the Customer's System or functions in the Customer's System (including, but not limited to, biometric authentication functions);
 - ⑤ defects related to the operation of the Online Service Tool (e.g., errors/omissions in the indication method, incapable of making transaction requests), its impact on the Customer's System or other software, etc., and losses caused by hindering customers from using the Online Service Tool in an ordinary manner.
- (2) Customers cannot use the Online Service to tell the Bank the time when a transaction is to be carried out. If the customer needs to be sure an instruction has reached the Bank or when it will be carried out, the customer is asked to phone the Bank at the number in the User Guide.

7. Ending the Customer's Use of the Online Services

- (1) The Bank may, for the Bank's reasons, cancel, suspend, or change the terms and conditions of the contract for the Online Services. In such instances, the Bank will usually provide customers with a 30-day prior notice; however, the Bank may provide the notice earlier if it considers it necessary, for example because of security concerns or other breaches of arrangements with the Bank, or decide to forego providing the notice.
- (2) The Bank will suspend the customer's use of the Online Services if the customer suspends all of the Services for Individuals other than the Online Services.
- (3) Ending the use of the Online Services by the customer will not affect Services for Individuals for which the customer has already given instructions and are in progress.

8. Charges

The Bank may charge fees on customers for the Online Services determined by the Bank separately, and may change the fees by providing customers a 30-day prior notice.

9. The Bank's Right to Revise this Agreement

- (1) The Bank may change the terms of this agreement. In such instances, the Bank will inform the customers through appropriate methods, such as providing notice to customers through the Online Services, emails, post or other means, or posting messages on the Bank's website.
- (2) The Bank normally provides customers with a 30-day prior notice of any change; however, the notice may be shorter due to security protection or in other circumstances beyond the Bank's control. Customers are considered to have accepted the change if they have used the Online Services after receiving the notice.

10. Service Quality: Recording Customers' Calls and Instructions

In order to carry out customers' instructions correctly and to help improve the Bank's services, the Bank records the instructions given by customers in the Online Services. The Bank may also monitor and record customers' calls to the help desk.

11. Application mutatis mutandis of the Terms and Conditions

Matters that are not stipulated in the Terms and Conditions but are common among Services for Individuals, such as eligible users, application, identity verification documents, the rejection of any transactions with antisocial forces, the handling of personal information, management of IDs and passwords, cancellation/service discontinuation, the change of notified/registered information, business days, disclaimer, the prohibition of assignment/pledge, applicable laws and regulations, an agreed jurisdiction, the change of the Terms and Conditions, and the handling of the English translation, shall be dealt with in accordance with the Bank's "GoRemit Common Terms and Conditions (for Individuals)".

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