

# **GoRemit Terms and Conditions (for Individuals)**

GoRemit Common Terms and Conditions (for Individuals)

Terms and Conditions Governing GoRemit Overseas Remittance Transactions (for Individuals)

With “Handling of Personal Information of Shinsei Bank GoRemit Shinsei Overseas Remittance Service Users”

With “Representations and Covenants Renouncing Antisocial Forces”

This English translation is for reference purposes only, and the official text is in the Japanese language. In case of any discrepancy between the Japanese original and the English translation, the Japanese version shall prevail.

## GoRemit Common Terms and Conditions (for Individuals)

(As of April 3rd, 2017)

The Terms and Conditions stipulate common matters regarding the application for and use of GoRemit Services (hereinafter, "Services for Individuals") provided by Shinsei Bank.

### 1. Definitions:

The following terms used in the Terms and Conditions shall have the meanings described below.

"**Payment Instruction**" or "**Payment Instructions**" shall mean the instruction transmitted by the Bank to an intermediary bank in order to allow a certain amount of money deposited in the Overseas Remittance Account to be used by the recipient at the request of the customer.

"**Paying Bank**" shall mean the financial institution that deposits the remitted funds in the recipient's account.

"**Intermediary Bank**" or "**Intermediary Banks**" shall mean the Paying Bank and the head office and/or branch offices of the Bank or other financial institutions which perform the following activities for the remittance of funds.

- a. Act as intermediary for Payment Instructions
- b. Perform settlement of funds for remittance between banks

### 2. GoRemit Service (Service for Individuals)

"Services for Individuals" refer to the following transactions/services:

"**GoRemit Shinsei Overseas Remittance Services**" - They include: an overseas remittance transaction stipulated in the "Terms and Conditions Governing GoRemit Overseas Remittance Transactions (for Individuals)" (hereinafter, "Overseas Remittance Transactions"); and ancillary services to Overseas Remittance Transactions. Through an Overseas Remittance Transaction, the Bank credits a given amount of money in a beneficiary's deposit account (hereinafter, "beneficiary account") in its branch or other financial institution overseas, which is specified by its customer.

### 3. Eligible Applicants

Customers eligible for the Services for Individuals shall be limited to those who are individual customers living in Japan (excepting self-employed business users whom Shinsei Bank exceptionally accepts as eligible for the GoRemit Services (for Business) separately provided by the Bank; hereinafter, "Individuals," "Individual Customers," or "Customers"). The Services for Individuals are available only to individuals resident in Japan. We do not accept requests for use of the Overseas Remittance Services from persons under 20 years old or a guardian of an adult (seinenkoukennin).

### 4. Application

- (1) When individuals wish to apply for the Services for Individuals, they shall fill out the Application Form with necessary information on their own, affix their seals to or sign it, and submit it to the Bank with the identity verification documents designated by the Bank attached.
- (2) The Bank shall verify and examine the application details and identity verification documents set forth in the preceding paragraph in the light of applicable laws and regulations. If the Bank deems that approval of the application is inappropriate, the Bank may decline the application. The Bank shall, if it approves application made by the individual customers set forth in the preceding paragraph, notify them of this result using the method prescribed by the Bank.

### 5. Identity Verification Document

The Bank may ask a customer to re-submit an identity verification document, as it deems to be necessary. In such case, the Bank may require submission of an identity verification document that is different from the one submitted when the application was made according to the provisions of Article 4. If the customer does not agree to submit this additional identity verification document, subsequent use of the Services for Individuals by the customer may no longer be permitted.

### 6. Rejection of Transaction with Anti-Social Entities

The Bank may accept applications for the Services for Individuals and the services shall be available only when none of the items listed in Paragraph (5) of Article 8 apply. In the event any of the items listed in Paragraph (5) of Article 8 applies, the Bank shall decline the application for or provision of the Services for Individuals.

### 7. Handling of Personal Information

The Bank shall treat personal information of customers in accordance with the "Handling of Personal Information of Shinsei Bank GoRemit Shinsei Overseas Remittance Service Users" established by the Bank and the following paragraphs.

- (1) In order to execute a remittance transaction, there are times in which information provided in the Application Form (including the documents relating to any change or addition made by the customer afterwards) or personally identifiable information may be provided to Intermediary Banks in accordance with the laws and regulations, recommendations, customs, or foreign remittance transmittal procedures of Japan and other related countries.
- (2) In order to execute an overseas remittance transaction, customer's personal information may be used internally for the following purposes.
  - ① Compliance with applicable laws and regulations such as those laws related to the prevention of money laundering and the financing of terrorists.
  - ② Prevention of acts of terrorism and crime.

We may also make disclosures to a government body, regulatory agency or other party which we deem necessary in order to meet the purposes stated above.

### 8. Termination and Suspension of Service

(1) When the Bank deems it reasonable because the customer has not used any overseas remittance transaction for two years or more or for other applicable reasons, the Bank may suspend the use of the Services for Individuals, or cancel the Services for Individuals by notifying the customer.

(2) In instances where the Bank has concerns regarding the remitter's identity, the Bank may suspend the Services for Individuals or Overseas Remittance Transactions.

(3) If a customer has not used the Services for Individuals for a period of two years, the customer's account will be automatically closed. If the customer wishes to resume the use of the Services for Individuals, application for the Services for Individuals shall be required once again.

(4) If a customer wishes to terminate the Service for Individuals, the customer shall immediately notify the Bank by the Bank's prescribed method.

(5) In addition to the aforementioned provisions, if any of the following items applies and it is not appropriate to continue transactions with the customer, the Bank may suspend the use of the Services for Individuals, or cancel the Services for Individuals by notifying the customer. The Bank shall not be liable for any damages caused by any such suspension or cancellation, and the customer shall be held liable for any damages incurred by the Bank as a result thereof. In the case where the Bank sends a termination notice, the account is terminated at the time at which notice is sent to the customer's name and address of record, regardless of whether or not the notice is actually received.

- ① Where a representation or covenant made by the customer at the time of application for the Services for Individuals is found to be false.
- ② Where the customer breaches Article 12 of the terms and Conditions.
- ③ Where the customer is a crime syndicate (Bouryokudan), a member of a crime syndicate (Bouryokudan), a former member of a crime syndicate (Bouryokudan) who has withdrawn from a crime syndicate (Bouryokudan) less than 5 years ago, a sub-member (Jun-Kouseiin) of a crime syndicate (Bouryokudan), an entity related to a crime syndicate (Bouryokudan), a corporate extortionist (Sokaiya), a rogue social movement activist group (Shakai Undou Tou Hyoubou Goro), special intelligence crime syndicate (Tokushu Chinou Bouryoku Shudan) or a group or person acting in a manner similar to or analogous to the foregoing (hereinafter collectively referred to as "Bouryokudan-in"), or, it becomes clear that the customer falls under any of the following:
  - A) an entity that is recognized as having a relationship with the Bouryokudan-in in which the management of the entity is controlled by the Bouryokudan-in;
  - B) an entity that is recognized as having a relationship with the Bouryokudan-in in which the management of the Bouryokudan-in is substantially involved in the management of the entity;
  - C) an entity or person that is recognized as having a relationship with the Bouryokudan-in in which the entity or person seeks to unfairly benefit itself, its own company or a third party, seeks to cause damages to a third party or otherwise unjustly uses the Bouryokudan-in;
  - D) an entity or person that is recognized as having a relationship with the Bouryokudan-in in which it provides funds or other benefits to the Bouryokudan-in; or
  - E) an entity that has directors or individuals substantially involved in its management that have a socially condemnable relationship with the Bouryokudan-in.
- ④ When a customer commits any of the following acts by itself or through a third party:
  - A) Violent demands;
  - B) Unreasonable demands beyond its legal responsibility;
  - C) Action in connection with a transaction that makes use of intimidation or violence;
  - D) Action to defame the reputation of or interfere with the Bank's business through fraud, the spreading of false information or violent or forceful means; or
  - E) Any other acts similar to or analogous to the aforementioned.
- ⑤ Where it becomes clear that the applicant that applied for the Services for Individuals does not exist, or the Services for Individuals were applied for without the intention of the applicant.
- ⑥ Where the Services for Individuals are used for acts that are or are likely to be illegal or that violate or are likely to violate public order or standards of decency.

### 9. Change in Submitted or Registered Information

- (1) If there is any change to the registration and notice information submitted by the customer and registered by the Bank, the customer shall immediately notify the Bank of such change by the method prescribed by the Bank.
- (2) If the Bank gives notice or makes an inquiry to a customer about the Services for Individuals, the Bank shall do so using the address, telephone number, etc. last reported by the customer and registered by the Bank regarding the Services for Individuals. If the Bank gives notice or makes an inquiry to the name, address, phone number, etc. of record but is unable to give notice or make an inquiry or is unable to give notice or make an inquiry in a timely manner because the customer failed to give notice as prescribed by the preceding paragraph or the customer provided wrong contact information or telephone service was disconnected, the notice or inquiry shall be deemed to have been delivered or made to the customer at the time when it would normally have been delivered or made, and the Bank shall not be liable for any damage incurred due to the non-delivery or delayed delivery.
- (3) If there is any change to registered information regarding a Beneficiary Account, the customer shall immediately notify the Bank of such changes by the method prescribed by the Bank. The changes made through such notification must also be verified, examined and approved by the Bank.

### 10. Business Days

The Bank defines Saturdays, Sundays, national holidays in Japan, December 31, and January 2 and 3 as non-business days. The Bank defines all calendar days excepting such days as business days for Services for Individuals.

### 11. Disclaimer

- (1) The Bank will not be responsible for any loss or damage which:
  - ① was caused by incomplete and/or incorrect details in the application.
  - ② resulted from the fact that a party that was deemed to have been the legitimate beneficiary by the Intermediary Bank was not the legitimate beneficiary.
  - ③ was caused by an event beyond the control of the Bank, any of the Bank's agents, or other financial institutions, such as expenses incurred due to force majeure or restrictions by laws and regulations or measures taken by a public institution (e.g., the government or a court).
  - ④ resulted from the handling of the remittance by the Intermediary Bank in accordance with the customs and practices of the area where such Intermediary Bank or Designated Bank is located, or from reasons attributable to the Intermediary Bank or Designated Bank.
  - ⑤ was caused by unavoidable events, such as a natural disaster, incident, war, or accident during transport.
  - ⑥ was caused by a failure of terminal equipment, communication lines, or computers, which occurred even though the Bank had taken reasonable preventive measures, or by illegible characters, error, or omission of a telegraphic message due to such failure.
  - ⑦ resulted from incorrect remittance, delayed remittance, foreign exchange loss, or any other damage arising from any paragraph of Article 8.
  - ⑧ was caused as a result of the relationship between the customer and the beneficiary or any third party, on which the remittance is based.
  - ⑨ was caused by any reason other than a reason attributable to the Bank.
- (2) As long as the Bank confirms the seal impression or signature affixed or given on all notices or any other documents submitted by the customer against the previously registered specimen seal impression or signature with due care and acknowledges that they are the same, the Bank shall not be liable for any incident caused by forgery or falsification of notices or documents, or any other incident related to such documents.

### 12. Prohibition of Assignment or Pledge

The parties' rights pertaining to any transactions set out in the Terms and Conditions may not be assigned, pledged, or disposed of in any way, or provided for use by a third party.

### 13. Applicable Laws and Regulations

Transactions or services between the customer and the Bank regarding the Service for Individuals shall be governed by and construed in accordance with the laws and regulations of Japan (including government and ministerial ordinances, as well as administrative guidance, related to finance, exchange control, and other relevant matters). All transaction or service related matters not set out in the terms and conditions shall be subject to the Bank's regulations, rules, procedural practice and other terms and conditions set out by the Bank. Furthermore, the Bank may comply with requests for the provision of customer information from a government entity in accordance with laws and regulations, court proceedings or other legal procedures or regulatory agencies.

### 14. Jurisdiction

If any litigation becomes necessary concerning the Services for Individuals, the Tokyo District Court shall be the jurisdictional court.

### 15. Amendments to the Terms and Conditions

The above information is subject to change as a result of amendments to the law and other reasons. In the event of a change, a notice will be posted on the Bank's website or by other appropriate methods.

### 16. Treatment of English Translation

Various documents in Japanese for the Services for Individuals, including the Application Forms, billing statements and reports, and the Terms and Conditions may be presented to the customer in Japanese and English bilingual format or in English translation, provided that these English translations are provided for reference purposes only and the terms and text of the Terms and Conditions in Japanese shall be binding on the parties. If there is a discrepancy between the provisions in Japanese and those in English, the Japanese version shall always control.

END

## Terms and Conditions Governing GoRemit Overseas Remittance Transactions (for Individuals)

(As of April 3rd, 2017)

The Terms and Conditions stipulate the application for and use of GoRemit Shinsei Overseas Remittance Services provided by Shinsei Bank ("Overseas Remittance Services").

### 1. Definitions

The following terms used in the Terms and Conditions shall have the meanings described below. Other terms used in the Terms and Conditions shall follow the definitions set out in the "GoRemit Common Terms and Conditions (for Individuals)" unless otherwise interpreted from the context or defined in the Terms and Conditions.

**"Overseas Remittance Account"** shall mean one of the accounts held by Shinsei Bank (the "Bank") at Sumitomo Mitsui Banking Corporation or another bank specified by the Bank ("Designated Bank") that is used for overseas remittance, the account number ("B-Link number") of which the Bank has notified the customer as the exclusive account into which the customer shall deposit remittance funds (yen-denominated funds only) in connection with the Overseas Remittance Services. The Overseas Remittance Account is not a regular deposit account opened by the customer at the Bank or the Designated Banks.

**"Overseas Remittance Transaction"** or **"Overseas Remittance Transactions"** shall mean a transmittal of a payment instruction based on the request of the customer of Overseas Remittance Services by the Bank to an intermediary bank to deposit a certain amount of money in a recipient's account (i.e., to perform money transfer to) held at a branch of the Bank or another financial institution which operates in a foreign country as specified by the customer.

**"Charges for Intermediary Banks"** shall mean charges paid to Intermediary Banks.

### 2. Application, Examination, and Designation of Overseas Remittance Account

- The registration of the following shall be applied for by way of the Application Form: the Denominated Currency (limited to the currency for which the Overseas Remittance Services provided by the Bank is offered; hereinafter "Denominated Currency") to be received through the Overseas Remittance Services, the Beneficiary Account (limited to the account existing in the country or region for which the Overseas Remittance Services for the specified Denominated Currency is offered, hereinafter "Beneficiary Account"), the maximum limit of remittance (This maximum limit refers to the Maximum Limit defined in Article 3, Paragraph 7; this applies throughout this Article), information on the recipient, the purpose of remittance, and other matters designated by the Bank.
- The Bank shall verify and examine the contents of the Application Form, the details whose registration is applied for under the preceding items in the light of applicable laws and regulations. The Bank may, if it deems approval is inappropriate, decline the application. If the Bank approves the application, it notifies individuals of the results with the scope approved by the Bank, using the method prescribed by the Bank. In such a case, the Bank shall specify an exclusive Overseas Remittance Account for each Beneficiary Account and Denominated Currency, and notify the B-Link number for that specified account and a BIC Code, together with such results.
- If customers wish to change or add a Beneficiary Account and Denominated Currency, they may request the Bank to do so, using the form and method designated by the Bank. In such a case as well, the Bank shall conduct verification and examination in the light of applicable laws and regulation. The Bank may, if it deems the change or addition inappropriate, decline the application for the change or addition of a Beneficiary Account and Denominated Currency.

### 3. Overseas Remittance Transactions

- If an Individual Customer deposits funds in his/her own Overseas Remittance Account, the Bank shall deem that an overseas remittance transaction has been requested for those funds and such funds shall be automatically withdrawn to effect the Overseas Remittance Transfer as specified by the B-Link number. (However, only in cases specially approved by the Bank, the Bank may accept application for overseas remittance transactions made by Individuals if they specify the Beneficiary Account, Denominated Currency, and other Bank-prescribed matters using the method designated by the Bank and use the method of depositing the funds by the Bank's prescribed period to the Overseas Remittance Account separately specified by the Bank). The Bank will automatically withdraw such amount and proceed with the overseas remittance transaction as specified by the customer without confirming the customer's intention, even when a customer mistakenly deposits an amount in the Overseas Remittance Account without the intent to make an Overseas Remittance Transaction. In such case, unless they are caused by reasons attributable to the Bank, any damage or expenses incurred due to the customer's mistaken deposit and transmission shall be borne by the customer and the Bank shall not be liable for any such damage or expenses.
- The Bank shall perform an Overseas Remittance Transaction only when a customer deposits funds for remittance (yen-denominated funds only) in the Overseas Remittance Account designated by the Bank and shall not be responsible for any transfer of the funds to the Overseas Remittance Account. The customer him/herself shall transfer funds for such overseas remittance under the customer's name. If the Bank is unable to confirm that the funds were transferred under the customer's name, the Bank may request the customer to submit documents to verify his/her identity or the Bank may refuse to remit the funds. The procedures for effecting such transfer of funds must be carried out in Japan. If the Bank confirms that the customer has departed from Japan, it will suspend the use of the Overseas Remittance Services by the customer.
- Only funds received before 3 p.m. on a business day will be processed on the same day, and funds received after 3 p.m. will be processed on the following business day (the Telegraphic Transfer Sell (TTS) exchange rate set by the Bank after 10 a.m. of the processing day shall be applied); provided that for remittances in which yen is the Denominated Currency, only funds received before noon will be processed on the same day. Notwithstanding the foregoing, in order to comply with our obligations in respect of the prevention of money laundering, terrorist financing and financial crimes, as well as the Bank's obligations under the Foreign Exchange and Foreign Trade Act, the processing of payments may be delayed until the following business day or later (see Paragraphs (2), (4), (5), and (6) of this Article and Paragraph (2) of Article 8 on the GoRemit Common Terms and Conditions).
- If any authorization, permission or other consent is required for a remittance in light of the purpose of a remittance, the Bank may, at its sole discretion, ask the customer to submit or show documentary evidence which proves that the customer is authorized and/or has been given permission or other consent to transact such related items and/or substances and/or services. Furthermore, the Bank shall not accept any applications for Overseas Remittance Transactions if the Bank reasonably believes that the Overseas Remittance Transaction is a payment to certain beneficiaries including, but not limited to, gambling-related beneficiaries and electric money or foreign exchange-related beneficiaries not regulated by the authorities of the resident country.
- The Bank shall not accept any application for an Overseas Remittance Transaction if there are reasonable grounds such as those set forth below. ① If a freeze on the assets or payment suspension occurs or is likely to occur at an Intermediary Bank; ② If the funds are to be sent to countries, jurisdictions, individuals, and/or organizations that are subject to economic sanctions (such as a freeze on assets) and/or beneficiaries to which the Bank deems inappropriate to send funds; or ③ If the remittance is related to a crime. Further, even if the Bank accepts application for Overseas Remittance Transactions, there may be cases where the remittance is not executed based on the decision by the Bank or the Intermediary Bank.
- In order to maintain compliance with laws and regulations concerning the prevention of money laundering and the financing of terrorist activities as well as laws concerning foreign exchange, the Bank may, upon the execution of the Overseas Remittance Transaction, request additional documents from the customer pertaining to the source of funds, or suspend the use of Overseas Remittance Services, or return the funds for remittance to the customer according to the procedures set out by the Bank subsequent to the termination of the Overseas Remittance Services for such customer.
- In such a case, however, if the Bank manages to verify the matters prescribed by the Bank within the period of time prescribed by the Bank, it may execute such overseas remittance transaction. In the case of Individual Customers, the per-remittance maximum limit and the maximum limit of total remittance amount for the period of time separately stipulated by the Bank each shall not exceed the amount prescribed by the Bank or the amount applied for by such Individual Customers (if there is any). If remittance funds exceeding the maximum limit are deposited in the Overseas Remittance Account, the Bank shall not execute any overseas remittance transaction for these funds, but promptly notify the Individual Customers to that effect. However, in such a case, if the Bank manages to verify the matters prescribed by the Bank within the period of time prescribed by the Bank, it may execute this overseas remittance transaction. If individual Customers wish to remit the amount exceeding the maximum limit, they shall apply to change the maximum limit as prescribed by the Bank. If the Bank deems such application is reasonable, it shall change their maximum limit within the extent approved by the Bank. The Bank may reduce the limit below its prescribed standard in order to comply with laws and regulations concerning money laundering and the prevention of terrorist financing as well as foreign exchange-related regulations.
- The Bank may use any Intermediary Bank, remittance channel, remittance method, and communication method for Payment Instructions at its sole discretion.
- In order to make it possible to trace a person who has requested a wire transfer as a countermeasure against the provision of funds to terrorists based on the "Special Recommendations on Terrorist Financing" by FATF (Financial Action Task Force on Money Laundering), the following information will be provided on the Payment Instructions. ① Name of the customer who requested the remittance ② A number allocated by the Bank to the customer who requested the remittance ③ Address of the customer who requested the remittance
- The Bank may be required to submit a report to the jurisdictional tax office if a remittance amount exceeds a specified amount.
- In the event that a remittance is not performed in accordance with any provision of this Article, and if the funds for remittance are still retained by the Bank or the Bank receives a refund from an Intermediary Bank, the Bank shall refund the amount to the customer after the customer has undertaken the procedures as prescribed by the Bank. In such case, the funds for remittance or refund shall not bear any interest and any expenses incurred due to the refund shall be borne by the customer. The exchange rate applied when the funds for remittance or refund are returned or refunded in another currency shall be the one which is effective when the Bank makes calculation for such purposes.
- Remittance may be delayed due to complexities specific to overseas remittances and the circumstances in destination countries, and therefore it is recommended that an application for an overseas remittance be made early with this in mind. Attention shall be paid to the fact that overseas remittances are different from domestic remittances in terms of the handling and the banks' responsibilities for such remittances due to various reasons, such as the circumstances and customs in foreign countries.
- The Bank shall not be liable for any damages arising from any paragraph of this Article, unless they are caused by reasons attributable to the Bank.

### 4. Confirmation and Inquiry of Transaction Details

- The Bank shall issue an "Advice of Transfer" after each remittance is made but will not issue any periodic or summary statements.
- If a customer who requested an Overseas Remittance Transaction has any concern about a transaction (for example, in the case where the beneficiary has not received funds following a request for an Overseas Remittance Transaction), the customer should promptly call the number posted on the website of the Bank by phone, and the Bank shall examine such matters by making an inquiry to the Intermediary Bank and/or by taking other action and report the result of the inquiry to the customer. In accepting an inquiry from a customer, the Bank may ask the customer to submit a request form or other necessary documents as indicated by the Bank or provide relevant information.
- If the Bank receives an inquiry from an Intermediary Bank as to a Payment Instruction issued by the Bank, the customer who requested the Overseas Remittance Transaction may be asked about the contents of the Overseas Remittance Transaction. In such cases, the customer shall provide a prompt answer to the Bank, and if the Bank does not receive an answer from the customer within a reasonable period of time or receives an inappropriate answer, the Bank shall not be responsible for any damage caused as a result thereof.
- If it becomes clear that it will be impossible to execute a remittance due to reasons such as the rejection of Payment Instructions by the Intermediary Bank, the Bank shall promptly notify the customer who requested the Overseas Remittance Transaction thereof, and any refund the Bank received from the Intermediary Bank for the remittance will be refunded to the customer in accordance with the procedures set forth in Paragraph (11) of Article 3.

### 5. Management of B-Link Number and BIC Code

The Bank confirms that a party requesting an Overseas Remittance Transactions is identified with a customer using the name under which the transfer is made to the Overseas Remittance Account, the B-Link number, and BIC Code. Therefore, customers shall be responsible for strictly controlling the B-Link number and BIC Code and exercise due care to prevent their loss or theft and avoid disclosing them to others.

## 6. Change and Cancellation of Request for Overseas Remittance

- (1) If a customer wishes to change the contents of a request for an Overseas Remittance Transaction, the customer shall, in principle, follow the cancellation procedures set forth in Paragraph (2) of this Article and make a new request for an Overseas Remittance Transaction after changing or adding the Beneficiary Account or Denominated Currency as required. The Bank may, as an exception, accept a change of the beneficiary information if it is a minor change of the beneficiary information that has been approved by the Bank based on a request made by the customer in accordance with the method and procedures specified by the Bank.
- (2) If a customer wishes to cancel an overseas remittance after depositing funds in the Overseas Remittance Account, the customer may do so by requesting this in accordance with the method and procedures as specified by the Bank.
- (3) Any expenses that are incurred by the Bank, Intermediary Bank, and the Paying Bank relating to a change in the details of a request or a cancellation of an overseas remittance will be borne by the customer. There are cases in which a requested change or cancellation may not be processed due to a rejection by the Intermediary Bank, legal or regulatory restrictions, or measures taken by a public institution including a government or a court. In the case of a cancellation of remittance, we do not guarantee if or when the funds will be returned. We may charge the customer at a later date for all expenses incurred (including all expenses incurred by the Intermediary Bank and the Paying Bank) relating to an inquiry, change, or cancellation of the previously effected Overseas Remittance Transaction.

## 7. Applicable Exchange Rate

For remittances in a foreign currency, the exchange rate set by the Bank after 10 a.m. on the business day of the remittance will be applied. The Bank reserves the right to use an exchange rate different than the initial exchange rate set by the Bank if fluctuations in the exchange rate on the market are particularly volatile and the Bank deems the change appropriate.

## 8. Charges

- (1) The Bank shall charge a predetermined remittance service fee and a yen handling charge (in the case of remittances in which yen is the Denominated Currency) for the use of the Overseas Remittance Services. Each customer shall therefore deposit such fee and charge in addition to the funds for remittance in the Overseas Remittance Account. Any other charges that may be incurred due to Overseas Remittance Transactions (such as those for the Intermediary Bank) shall be borne by the customer and may be deducted from the funds for remittance. In addition, the exchange rate which the Bank applies to Overseas Remittance Transactions shall include an exchange handling charge determined by the Bank.
- (2) In the case of change or a cancellation of request for remittance, the charges prescribed in the preceding paragraph shall not be refunded. In addition, charges and fees incurred by the Intermediary Bank for such change or correction may be deducted from the funds for remittance.

## 9. Disclaimer

The Bank shall be liable for any damages arising as a result of a remittance made according to the common practice of the location of the specified bank or any damages caused by reasons attributable to the specified bank.

## 10. Application mutatis mutandis of the Terms and Conditions

Matters which are not stipulated in the terms and Conditions and 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, 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)."

END

# Handling of Personal Information of Shinsei Bank GoRemit Shinsei Overseas Remittance Service Users

(As of December 2015)

Personal information and Individual Number (hereinafter the "personal information") of Shinsei Bank GoRemit Shinsei Overseas Remittance Service (hereinafter the "Service") users will be handled as follows. Please read and acknowledge Shinsei Bank's personal information handling policy.

Regarding "Basic Policy Concerning Protection of Personal Information" and "Solicitation Policy for Financial Products" of Shinsei Bank, please refer to the Shinsei Bank website.

In accordance with the Act on the Protection of Personal Information (Act No. 57, May 30, 2003) and the Act on the Use of Numbers to Identify a Specific Individual in the Administrative Procedure (Act No. 27, May 31, 2013), the Bank shall use collected customers' "personal information and "social security and tax numbers" ("Individual Numbers") (collectively, "Personal Information") for the following operations within the scope required to achieve the following purpose of use.

The Bank shall stipulate the purpose of use specifically for customers' clear understanding of the purpose. For instance, when the Bank asks customers to answer questionnaires, the Bank shall endeavor to limit the purpose of use (e.g., to count and organize questionnaire results) according to the situation.

### Description of Operations

- Deposit, domestic exchange, money exchange, loan, foreign exchange and any incidental business thereto;
- Any businesses which banks are permitted under law to conduct such as investment trust sales, insurance sales, stock-broking, trust and bonds and any incidental business thereto; and,
- Any other business which the Bank is permitted to conduct and any incidental business thereto (including business which banks will be permitted to conduct in the future).

### Purpose of Use

#### I. Purposes of Use of Personal Information

Of the Personal Information, the Bank shall use personal information to the extent required to achieve the following purposes of use:

- Acceptance of applications for financial products and services such as opening of accounts for various financial products;
- Confirmation of the identity of customer under the Act on Prevention of Transfer of Criminal Proceeds or confirmation of the eligibility of customers for financial services;
- Management of continuous transactions such as control of due date for deposit and loan transactions;
- Judgment on the appropriateness of financial products and services in light of the principle of suitability, etc.;
- Exercise of right and performance of obligations prescribed in contracts (contract between the Bank and customers and contracts directly or indirectly connected to the Bank's operations) and relevant laws;
- Research and development of financial products and services through market research, data analyses and questionnaires;
- Offering of various information on the financial products and services of the Bank such as dispatch of notice through direct mail;
- Termination of various transactions and post-termination management; and,
- Other, including appropriate and smooth execution of operations for offering financial products and services by the Bank.

#### II. Purposes of Use of Individual Numbers

Of the Personal Information, the Bank shall use Individual Numbers and personal information incorporating Individual Numbers within the scope required to achieve the purposes of use listed below:

##### 1. Individual Numbers administrative operations for customers

- Application for and report of the opening of accounts for financial instruments transactions ○Preparation of statutory documents pertaining to financial instrument transactions ○Preparation of statutory documents pertaining to life insurance contracts and so forth ○Preparation of statutory documents pertaining to non-life insurance contracts and so forth
- Preparation of statutory documents pertaining to trust transactions ○Preparation of statutory documents pertaining to transactions of gold bullion and so forth
- Preparation of statutory documents pertaining to overseas remittances and other transactions ○Application of the tax-free savings system and so forth ○Operation of the property accumulation system (zaikei) and so forth ○Preparation of statutory documents pertaining to educational funds management contracts ○Preparation of statutory documents pertaining to marriage/child rearing funds management contracts ○Provision of Individual Numbers to book-entry institutions and so forth concerning financial instruments transactions ○Acceptance of applications for income tax convention

##### 2. Individual Numbers administrative operations for individuals

- Preparation of payment reports for compensation, fees, contract money, and awards ○Preparation of payment reports for real estate rentals ○Preparation of payment reports for remuneration for the acquisition of real estate and so forth ○Preparation of payment reports for agent commissions for selling/purchasing/lending of real estate and so forth ○Preparation of payment reports for remuneration paid to nonresidents and so forth for personal services provision business ○Preparation of payment reports for real estate rentals paid to nonresidents and so forth
- Preparation of payment reports for industrial property royalties paid to nonresidents and so forth ○Preparation of payment reports for machine rental fees paid to nonresidents and so forth
- Preparation of payment reports for salaries, compensation, pensions, and awards paid to nonresidents and so forth ○Preparation of payment reports for remuneration for the acquisition of real estate paid to nonresidents and so forth

##### 3. Utilization for operations related to the Bank to the extent permissible under laws and regulations

4. If the Bank is entrusted with business by a company or organization and handles the Personal Information of the employees, members, retired employees, and shareholders of such company or organization in the course of business, the Bank shall use their Individual Numbers solely to the extent required to fulfill entrusted operations in accordance with the provisions of the service agreement of each operation.

Regarding Sensitive Information Pursuant to the Enforcement Regulations of the Banking Act, etc., any special private information such as sensitive information (information which is not open to the public, such as information on race, belief, family origin, registered domicile, healthcare record or criminal record and so on) shall not be used for any purpose other than those deemed necessary for the appropriate management of operations or otherwise nor shall it be provided to any third party.

End

# Representations and Covenants Renouncing Antisocial Forces

(As of March 2013)

I/We represent and covenant that I/we are not, and will not, Bouryokudan, a Bouryokudan member, a person who is no longer a Bouryokudan member but five years have not yet elapsed since his / her ending such Bouryokudan membership, a Bouryokudan associate, a Bouryokudan-related company, Sokaiki, etc., a social / political or other movement racketeer, or a special intelligence violence group, etc., or those who are in a situation similar to the above (hereinafter collectively referred to as "Bouryokudan member, etc."), or those who fall within any of the following ① (a) through (e), and that I/we do not, either in person or with the assistance of any third party, engage in any activities that correspond to any of the following ② (a) through (e).

- ① (a) A person who has relationships with a Bouryokudan member, etc. where such Bouryokudan member controls the management of the person;
  - (b) A person who has relationships with a Bouryokudan member, etc., where such Bouryokudan member is substantially involved in the management of the person;
  - (c) A person who has relationships which are recognized to be willfully using a Bouryokudan member, etc. for the purpose of obtaining unjust profits for the person himself / herself, his / her own company, or a third party, or for the purpose of causing damage to a third party;
  - (d) A person who have relationships which are recognized to be providing funds or benefits, etc. for a Bouryokudan member, etc.; or
  - (e) An officer or a person who is substantially involved in the person's operation has relationships with a Bouryokudan member, etc. that are unacceptable from the standpoint of social norms.
- ② (a) Making a threatening demand (bouryoku-teki yoku yoku kou);
  - (b) Making an illegal or unjustifiable demand;
  - (c) In relation to a transaction, engaging in a threatening speech or behavior or threatening to use or using illegal force;
  - (d) Discrediting the Bank or disturbing the Bank's business by a malicious or false rumor, fraudulent means or illegal force; or
  - (e) Any activities similar to any of the foregoing.

I/We will not demur in the event that a remittance transaction is suspended or, upon notice, the use of the GoRemit Shinsei Overseas Remittance Service is terminated, in cases where: I/we have breached the representations and covenants I/we made above; or the representations and covenants I/we made above have proved to be false. If such suspension of the transactions or termination of the use of the GoRemit Shinsei Overseas Remittance Service causes any damages, the Bank shall bear no responsibility for losses or damages arising from and attributable to the suspension or termination, while I/we shall indemnify the Bank for any losses or damages which the Bank has incurred as a result of the suspension or termination

End