

Terms and Conditions for GoRemit Online Remittance Service

In this Terms and Conditions, the following terms have the following meanings.

we/us/our/Bank: Shinsei Bank, Limited

Customer: An individual or employee of a company, which is a registered GoRemit customer, responsible for remittances for that company who registers to use the Service.

you/your/User: The Customer who becomes registered with us to use the Service as a Master Account or Sub User Account holder.

Service: The service we provide enabling you to obtain information from us and give instructions to us by a computer or other means that we make available in future.

Password: The secret words or numbers, including any memorable information used to confirm the Users identity when using the Service.

Security Codes: The Password and the User ID (hereinafter "ID") and details used to identify the User when using the Service.

User Guide: The guide and information we provide about the Service including:

- in printed form.
- spoken through any helpdesk.
- in any message sent to you through the Service.
- the online information and help provided as part of the Service.

Master Account: The account for the main User responsible for remittance activity at your business.

Sub User Account: The account for the User responsible for remittance activity on behalf of Master Account holder at your business issued ID and Password by a Master Account holder.

your System: The Customers electronic equipment used to access the Service.

The following are the conditions for use of the Service. When you use the Service, it allows you to submit remittance requests online. Funds transfer to your GoRemit account (furikomi) must still be made, and remittances to your beneficiaries from GoRemit account will only be made after confirmation of receipt of sufficient funds.

These terms and conditions are in addition to the Terms and Conditions Governing GoRemit Overseas Remittance Transactions, the Handling of Personal Information of Shinsei Bank GoRemit Shinsei Overseas Remittance Service Users, the standard GoRemit terms and conditions, and privacy policy.

Please read this agreement carefully before applying. Your use of the Service will indicate your acceptance of the terms in this agreement.

1.YOUR ACCOUNT

(1)The Master Account holder will receive ID and Password from us by registering with the Bank. The Master Account holder is responsible for setting up, maintaining, resetting and deleting IDs and Passwords, as well as setting privileges for which operations may be performed for Sub User Account holders.

(2)The Sub User Account holder must still abide by these terms and conditions.

2.SECURITY

To ensure you alone can access and give instructions using the Service, you must keep to the following security procedures.

(1)You must not let anyone else operate the Service for you.

(2)You must follow the security rules in the User Guide.

(3)If you think there are unauthorized transactions, you must notify us by phoning the number in the User Guide. You should check your funds transfer history and let us know urgently about any errors.

(4)You must take all reasonable steps to ensure your Password stays secret. You must not disclose the complete Password to anyone - even to a Bank staff member, or someone on our call center. You should not use your birthday or phone number.

(5)If you think your Master Account Password is known to someone else, you must notify us by phone on the number in the User Guide. We will suspend the Service until your new Password has been set up. If you think your Sub User Account Password is known to someone else, you must inform your Master Account holder and they must change it for you as soon as possible.

3.CARRYING OUT YOUR INSTRUCTIONS

(1)We will act on instructions using your Security Codes without getting further confirmation from you.

(2)You will not be liable for instructions you did not authorize, but which use your Security Codes if:

- ① they are given after you notify us that you think your Password is known to someone else;
- ② they are given before you notify us, unless you acted fraudulently or with gross negligence, or you failed to follow the security rules; or
- ③ the Security Codes have become known through our actions or negligence.

(3)We need not:

- ① accept a conditional or reversible instruction; or
- ② pay someone sooner than we could following our normal banking practices.

(4)We may, if we think it justified, refuse to carry out an instruction or insist on written confirmation.

(5)If we think you may not have authorized an instruction, we will try to check it. We may refuse to act on it or take steps to reverse it. We will not be responsible for loss to you as long as we have acted reasonably.

(6)A transaction may not always be processed as soon as you give the instruction for it.

(7)You can usually use the Service at any time during the normal GoRemit service hours written in the User Guide. Routine maintenance, demand on the systems, and other circumstances may mean that is not always possible.

4.LIABILITY FOR LOSS

(1)We are only liable for direct loss to you, and then only if caused by our negligence or deliberate default. We are not liable for indirect loss.

Examples where we are not liable include:

- ① acting on authenticated instructions which in fact were given by somebody else (see Article 3, Item (2) for exceptions);
 - ② incompatibility between your System and the Service;
 - ③ anything beyond our reasonable control that disrupts the Service or causes your instructions to be delayed or not acted on.
- (2) You cannot use the Service to tell us the time when a transaction is to be carried out. If you need to be sure an instruction has reached us or when it will be carried out, phone us on the number in the User Guide.

5. ENDING YOUR USE OF THE SERVICE

- (1) You may cancel the Service through the telephone number in the User Guide.
- (2) We may end or suspend your use of the Service. We will usually give you 30 days notice. We may give you less or no notice if we consider it necessary, for example because of security concerns or other breaches of arrangements with us.
- (3) We will suspend your use of the Service if you do not use it for 24 months, if you cancel your GoRemit account or when we cancel your GoRemit account.
- (4) Ending your use of the Service will not affect instructions you have already given which are in progress.

6. CHARGES

We may charge you fees for the Service, which we determine separately, and change them on giving 30 days notice.

7. OUR RIGHT TO CHANGE THIS AGREEMENT

- (1) We may change the terms of this agreement by sending you a message via the Service or by post.
- (2) We will normally give you 30 days notice of any change. It may have to be shorter to protect security or in other circumstances beyond our control. After you have received notice, your Use of the Service is acceptance of the change (but remember you can always end your use of the Service in line with Article 5, Item 1).

8. SERVICE QUALITY: RECORDING YOUR CALLS AND INSTRUCTIONS

To check we have carried out your instructions correctly and to help improve our Service, we will keep a record of the instructions you give on the Service, and we may monitor and record calls to our Call Center.

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