

# GoRemit Terms and Conditions(for Individuals)

GoRemit Common Terms and Conditions (for Individuals)

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

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

With “Handling of Personal Information of Individual Customers”

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 July 2nd, 2018)

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" refers to the transactions/services referred to in the following items:

- ① **"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 in Japan or overseas, which is specified by its customer.
- ② **"GoRemit Online Remittance Service"** – This term refers to services provided by the Bank which allows the customer to obtain information from the Bank and provide the Bank with instructions related to Services for Individuals, using computers or other means to be made available by the Bank in the future.

### 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 Services for Individuals, they write or enter necessary information in the Application Form prescribed by the Bank or on the application screen, etc. on their own, affix their seals to or sign the Application form, 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.
- (3) Applications to be accepted by the Bank shall be limited to those for all or part of transactions/services admitted 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 Individual Customers" established by the Bank and the following paragraphs.

- (1) In order to execute a remittance, there are situations in which information provided in the Application Form or on the application screen, etc. (including the documents or the application screen, etc. 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 related to the prevention of money laundering and provision of funds to 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) If a customer has not used Overseas Remittance Services for a period of two years or has failed to satisfy the requirements set forth in Article 3 herein, or when the Bank deems that it is appropriate to do so, the Bank may suspend the use of the Overseas Remittance Services, or cancel all or part of the Overseas Remittance Services by notifying the customer.
- (2) In instances where the Bank has doubts regarding the remitter's identity, all or part of Overseas Remittance Transactions may be temporarily suspended or terminated.
- (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 Services for Individuals, he/she shall immediately notify the Bank by the Bank's prescribed method. A customer may not cancel part of the Services for Individuals; provided, however, that when a customer requests partial cancellation of transactions/services in the Services for Individuals and the Bank exceptionally accepts such a request, the Bank may limit or suspend part of the customer's transactions/services in the Services for Individuals.

- (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 Banks.
  - 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 or provided through screens, etc. 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/screens, etc., or any other incident related to such documents/screens, etc..

#### 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 July 2nd, 2018)

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.

**"Customer Number"** shall mean the number issued by the Bank for each customer.

**"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) held at a branch of the Bank or another financial institution which operates in Japan or a foreign country as specified by the customer.

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

**"Remittance Funds Debiting Account"** means a Shinsei PowerFlex account, the Bank's comprehensive retail account, held by the customer and registered as an account for debiting the remittance funds, etc. related to the Services for Individuals based on the customer's application.

**"Remittance Funds, etc."** shall mean funds to be remitted in yen or a foreign currency, and fees and various expenses that are necessary for the Services for Individuals, such as remittance fees prescribed by the Bank and domestic remittance fees.

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

- (1) 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 5, Paragraph (4); this applies throughout this Article), information on the recipient, the purpose of remittance, and other matters designated by the Bank.
- (2) The Bank shall verify and examine the contents of the Application Form whose details 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 has approved the application, it notifies individuals of the results within 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 number called BIC Code which the Bank designates for each Beneficiary Account and Denominated Currency (hereinafter, "BIC Code"), together with such results.
- (3) 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 Using Overseas Remittance Accounts

- (1) 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.
- (2) 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.
- (3) 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 and provision of funds to terrorists, as well as the Bank's obligations under the Foreign Exchange and Foreign Trade Act, or to respond to applications for remittance of large amounts of money, the processing of payments may be delayed until the following business day or later (see Paragraph (2) of this Article, Paragraphs (1), (2), (3), and (4) of Article 5 herein and Paragraph (2) of Article 8 on the GoRemit Common Terms and Conditions).

#### 4. Overseas Remittance Transactions Using Remittance Funds Debiting Accounts

- (1) If an Individual Customer wishes to do an Overseas Remittance Transaction using a Remittance Funds Debiting Account, prior to the transaction, the customer must apply for registration of his/her Shinsei PowerFlex account, the Bank's comprehensive retail account, as the Remittance Funds Debiting Account, by designating the account number of such PowerFlex account and other information prescribed by the Bank, using the method prescribed by the Bank, and obtain the Bank's approval. Only in instances where the conditions prescribed by the Bank (including, but not limited to, consistency between the information registered or submitted in relation to the Services for Individuals and the information registered or submitted in relation to such PowerFlex account, registration of e-mail notification service for such PowerFlex account, making it possible to provide notice via e-mails, and absence of limitations on the use of such PowerFlex account) are met, the Bank will approve the registration of such account as the Remittance Funds Debiting Account.
- (2) If an Individual Customer applies for an Overseas Remittance Transaction by the deadline prescribed by the Bank, by the method prescribed by the Bank, and by designating the information prescribed by the Bank, such as beneficiary account and Denominated Currency, provided further that he/she has given instructions to withdraw Remittance Funds, etc. from the Remittance Funds Debiting Account by designating the information prescribed by the Bank, such as the debiting currency for remittance funds (which shall be limited to yen or a currency prescribed by the Bank; hereinafter, "Debiting Currency"), the Bank shall automatically debit the Remittance Funds, etc. without requesting submission of a withdrawal slip, in order to execute the Overseas Remittance Transaction in the designated manner. In such instances, when the customer has designated yen as the Debiting Currency, the Bank shall withdraw the remittance funds, remittance fees prescribed by the Bank, and other yen-denominated fees/expenses (hereinafter, "Yen-denominated Remittance Funds, etc.") from the yen savings deposit (futsu-yokin) in the Remittance Funds Debiting Account. Furthermore, when the customer has designated a foreign currency as the Debiting Currency, the Bank shall withdraw the remittance funds (hereinafter, "Foreign Currency-denominated Remittance Funds") from the relevant foreign currency savings deposit (futsu-yokin) in the Remittance Funds Debiting Account. The Bank shall not be obliged to withdraw such amounts from other deposits in the Remittance Funds Debiting Account. Moreover, when the amount of the Yen-denominated Remittance Funds, etc. exceeds the outstanding balance of the yen savings deposit (futsu-yokin) in the Remittance Funds Debiting Account, or when the amount of the Foreign Currency-denominated Remittance Funds exceeds the outstanding balance of the relevant foreign currency savings deposit (futsu-yokin) in the Remittance Funds Debiting Account, the Bank shall not execute the relevant Overseas Remittance Transaction.
- (3) Withdrawal of Remittance Funds, etc. from the Remittance Funds Debiting Account prescribed in the preceding paragraph shall be made only when the Bank has confirmed, by 3 p.m. on a business day, an instruction, in the method prescribed by the Bank, to debit the Remittance Funds Debiting Account when the customer has designated yen as the Debiting Currency. Debit instructions confirmed later than 3 p.m. will be processed the immediately following business day. (In such instances, the Telegraphic Transfer Sell (TTS) exchange rate set by the Bank after 10 a.m. of the processing day shall be applied.) Provided, however, that for remittances in which yen is the Denominated Currency, only debit instructions, in the method prescribed by the Bank, to debit the Remittance Funds Debiting Account, confirmed before noon will be processed on the same day. Furthermore, when the customer has designated a foreign currency as the Debiting Currency, debit instructions shall be processed on the immediately following business day only when the Bank has confirmed, by 3 p.m. on a business day, an instruction, in the method prescribed by the Bank, to debit the Remittance Funds Debiting Account. Debit instructions confirmed later than 3 p.m. will be processed the immediately following second business day. Notwithstanding the foregoing, in order to comply with our obligations in respect of the prevention of money laundering and provision of funds to terrorists as well as the Bank's obligations under the Foreign Exchange and Foreign Trade Act, or to respond to applications for remittance of large amounts of money, the processing of payments may be delayed until the immediately following first or second business day or later (see Paragraph (2) of this Article, Paragraphs (1), (2), (3), and (4) of Article 5 herein and Paragraph (2) of Article 8 on the GoRemit Common Terms and Conditions).
- (4) When withdrawals, etc. from the yen savings deposit or the foreign currency savings deposit in the Remittance Funds Debiting Account is suspended or when the Remittance Funds Debiting Account is cancelled, the customer may no longer conduct Overseas Remittance Transactions using a Remittance Funds Debiting Account.
- (5) If there is any discrepancy between the information registered or submitted in relation to the Services for Individuals and the information registered or submitted in relation to the Remittance Funds Debiting Account, when registration of e-mail notification service for the Remittance Funds Debiting Account has expired, or when e-mail notification can no longer be provided by the registered e-mail address, the Bank may, in some cases, reserve or suspend part or all of online services.
- (6) When the customer applies for remittance by transferring Remittance Funds, etc. from the Remittance Funds Debiting Account, procedures for withdrawals from deposits shall be governed by the provisions of each paragraph above and the relevant customer agreements.

#### 5. Overseas Remittance Common Matters

- (1) 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 written or other 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, electronic money or foreign exchange-related beneficiaries not regulated by the authorities of the resident country.
- (2) The Bank shall not accept any application for an Overseas Remittance Transaction if there are reasonable grounds such as those set forth below. If a freeze on the assets or payment suspension occurs or is likely to occur at an Intermediary Bank; 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 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.
- (3) In order to comply with laws and regulations concerning the prevention of money laundering and provision of funds to terrorists as well as laws concerning foreign exchange, the Bank may, upon the execution of the Overseas Remittance Transaction, request additional documents or other evidence 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.
- (4) 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 by the customer, or when the Bank was requested by the customer to withdraw such amount from the Remittance Funds Debiting 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 an 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 the prevention of money laundering and provision of funds to terrorists as well as foreign exchange-related regulations.
- (5) The Bank may use any Intermediary Bank, remittance channel, remittance method, and communication method for Payment Instructions at its sole discretion.
- (6) The Bank adds the following information to the Payment Instructions 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).
  - 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
- (7) The Bank may be required to submit a report to the jurisdictional tax office if a remittance amount exceeds a specified amount.
- (8) In the event that a remittance is not performed in accordance with any provision of Article 2 or 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 a 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.

- (9) 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.
- (10) The Bank shall not be liable for any damages arising from any provision of Article 2 or any provision of this Article; provided, however, that this provision shall not apply to instances where the cause is attributable to the Bank.

#### **6. Confirmation and Inquiry of Transaction Details**

- (1) The Bank shall issue an "Advice of Transfer" after each remittance is made but will not issue any periodic or summary statements.
- (2) 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.
- (3) 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.
- (4) 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 (8) of Article 5.

#### **7. Management of Customer Number, B-Link Number, BIC Code, ID and Password**

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

#### **8. 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.

#### **9. Applicable Exchange Rate**

For remittances in a foreign currency using Overseas Remittance Accounts or for remittances in a foreign currency by withdrawing remittance funds from a yen savings deposit in a Remittance Funds Debiting Account, 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.

#### **10. 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 an amount equal to such fee and charge in addition to the funds for remittance in the Overseas Remittance Account or make available such amount in the Remittance Funds Debiting 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.

#### **11. 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.

#### **12. 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

## **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/altering 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)".

End

# Handling of Personal Information of Individual Customers

(As of April 12th, 2018)

To our individual customers,

Shinsei Bank, Limited

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.

## Operations

- Deposits, domestic exchange, money exchange, loans, foreign exchange, and incidental operations thereto
- Investment trust sales, insurance sales, securities brokerage, trusts, corporate bonds, and other operations that banks are permitted to operate under the laws, and incidental operations thereto
- Other operations that banks are permitted to operate, and incidental operations thereto (including those that will be permitted to be handled 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:

1. Concerning finance instruments and services of the Bank and its affiliates and partners, the Bank shall use personal information for the following purposes of use:
  - Receive applications for financial instruments and services (e.g., application for opening an account for various financial instruments);
  - Conduct identity verification based on the Act on Prevention of Transfer of Criminal Proceeds and confirm eligibility for using financial services;
  - Conduct management for continuous transactions (e.g., due date control in deposit, loan, and other transactions);



- Make judgments on the appropriateness of providing financial instruments and services (e.g., judgment against the principle of appropriateness);
- When all or part of processing of personal information is entrusted by other businesses, accomplish this entrusted operation appropriately;
- Exercise rights or fulfill obligations in accordance with contracts (i.e., contracts between a customer and the Bank and contracts directly or indirectly related to the Bank's operations) and the relevant laws and regulations;
- Study and develop financial instruments and services through market research, data analyses, and surveys;
- Provide customers with various proposals on financial instruments and services by sending direct mail or other means;
- Provide customers with various proposals on the products and services of its affiliates and partners;
- Cancel various transactions and conduct management after cancellation of transactions; and
- Any other purposes for administering the Bank's financial instruments and services appropriately and effectively.

## 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 (zaikai) 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
  - Operation of numbering deposit accounts
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.

< Request to report any change of your Individual Number >

If your Individual Number is changed, please promptly report it to the counter of your branch or "Shinsei Power Call" (0120-456-007)

## 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.

## Upon Solicitation of Insurance Products

Upon solicitation of insurance products, the Bank shall use personal information to the extent required for the fulfillment of the following purposes of use in addition to those stated above.

- For the purpose of appropriately performing the business entrusted by insurance companies

## Upon Conducting Housing Loan Transactions

Upon conducting housing loan transactions, the Bank shall use personal information only to the extent required for the fulfillment of the following purposes of use, in addition to those stated above.

- Approve or rejection of applications for loans, the continuous use of loans and so forth;
- Provision of personal information to third parties such as personal credit information institutions of which the Bank is a member, to the extent required for the appropriate performance of operations, while the Bank is offering credit;
- For the purpose of provision to third parties (to insurance underwriters) to the extent required for the administrative purposes of the insurance underwriter upon accepting applications for group credit life insurance; and,
- For the purpose of appropriately performing the business entrusted by insurance companies upon accepting applications for fire insurance.

Pursuant to the Enforcement Regulations of the Banking Act and so forth, any information concerning the debt-paying ability of the customer who is in need of funds shall not be used for any purpose other than examination of the debt-paying ability of such customer nor shall it be provided to any third party.

In relation to the credit business, the Bank shall provide information to the personal credit information institutions described below only to the extent required for the appropriate performance of business pursuant to the membership provisions of such institutions.

- The Personal Credit Information Center TEL: 03-3214-5020 HP: <http://www.zenginkyo.or.jp/pcic/index.html>
- Japan Credit Information Reference Center Corp. TEL: 0570-055-955 HP: <http://www.jicc.co.jp>

Please note that the information provided to The Personal Credit Information Center and Japan Credit Information Reference Center Corp. may be used by the following personal credit information institutions which form business alliances with the institution.

- CREDIT INFORMATION CENTER CORP. TEL: 0120-810-414 HP: <http://www.cic.co.jp>

## Personal Data Sharing by the Shinsei Bank Group

Aiming to become a financial group that is truly needed by our customers, the Shinsei Bank Group will share customer personal data as follows in order to strengthen collaboration between Group member companies and offer products and services with more added values to our customers. We will build a proper management system for sharing the information so that we will not cause any inconvenience to our customers. If there is any restriction by related laws and regulations such as the Financial Instruments and Exchange Act, we will handle the information in a

manner which complies with such laws and regulations.

#### 1. Shared personal data items

- ① "Attribute information" such as name, gender, date of birth, address, telephone number, email address, occupation and employment history, family information, residence status, customer needs information, codes and numbers such as the driver's license number, and disclosure information (including the information obtained by receiving a notice from customers after concluding a contract)
- ② "Contract information" such as contract type, application date, contract data, terms and conditions, payment method, money transfer account, and other deposit accounts, etc.
- ③ "Transaction information" such as transaction record (including images and voice, etc.), transaction amount, and balance, etc.
- ④ "Information necessary for credit decision and management" such as the use record of other products and services and debt repayment status collected by Shinsei Bank annual income (including household income), spending, assets, liabilities (However, the credit information obtained from personal credit bureau is excluded)

#### 2. Scope of joint users

Shinsei Bank, Limited. and the companies included in Shinsei Bank's consolidated subsidiaries and equity-based affiliates listed in the Bank's securities report, etc. which tie-up with the Bank for sharing personal information

[List of partner companies (updated when needed)]

APLUS, Co., Ltd.  
APLUS PERSONAL LOAN Co., Ltd.  
Shinsei Investment & Finance Limited  
Shinsei Financial, Co., Ltd.  
Shinsei Personal Loan Limited

#### 3. Purposes of use

- ① Propose or introduce products and services of our Group member companies and our partners : We will propose or introduce the products and services of the Shinsei bank Group member companies and our partners to the Shinsei Bank Group customers.
- ② Provide after-sales services and benefits and preferential treatment offered by the Group : We will consider offering a complete range of services including a point program to the customers of the Shinsei Bank Group's products and services.
- ③ Make judgements on offering our products and services : Based on customer information, we will propose the best products and services for our customers.
- ④ Enable the Shinsei Bank Group to capture various risks, control credits, and manage the Group in an appropriate manner : We will build an appropriate management and control system of the Shinsei Bank Group to offer products and services to our customers in a stable and continuous manner.

#### 4. Person responsible for managing the shared personal data

Shinsei Bank, Limited <http://www.shinseibank.com>

#### 5. Others

- ① Method of sharing the information  
The personal data will be shared through methods including data transfer and use of media such as CD-ROM, etc.
- ② Suspension of information sharing  
Please contact the following number if you wish us to stop sharing your personal data for proposing or introducing products and services of our Group member companies or our partners to you, or if you have any inquiries related to the information sharing in the Shinsei Bank Group:  
Shinsei Power Call: 0120-456-007 Business hours: 8:00a.m.-9:00p.m.

#### For customers who use Shinsei American Express Cards

The Bank along with American Express International, Inc., jointly use the following data regarding the personal information of customers which we have accumulated from accepted applications for Shinsei American Express Cards. For details, please visit the website of American Express International, Inc.

#### Information under Joint Use

Information on the profiles of card members (name, address, date of birth, telephone number, etc.), information on debit accounts, and information on use of cards

#### Purposes of Use

Solicitation, issuance, maintenance, provision of basic and incidental services, and marketing activities such as provision of information on operations in relation to cards

- The party primarily responsible for managing personal information jointly used.  
American Express International, Inc.

●American Express International, Inc. Membership Service Center: 0120-020-120 HP: <http://www.americanexpress.com/japan>

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, Sokaiya, 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 yokyu kouji);  
(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

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