

Revision to the Customer Agreements on PowerFlex

Customer Agreements on PowerFlex will be revised as follows on Friday, March 18, 2022. (＊)

(＊) Customer Agreement on Yen Deposit for PowerFlex Account will be revised effective April 1, 2022.

■ Targets agreements:

Common Customer Agreement on PowerFlex Transaction

Customer Agreement on Yen Deposit for PowerFlex Account (＊)

Customer Agreement on Shinsei PowerDirect

■ Revises parts are colored in red

Common Customer Agreement on PowerFlex Transactions (P.1)

Before revision	After revision
<p>2. Application</p> <p>(1) Method of Application</p> <p>(iii) For the use of Shinsei Power Direct, an exclusive password (hereinafter referred to as the "Power Direct Password") and a security code card issued by the Bank (hereinafter referred to as the "Security Card") are necessary. You are requested to register the Power Direct Password and the Security Card number printed on the reverse side of the Security Card by inputting your account number and personal identification number on the screen designated for Shinsei Power Direct.</p> <p>As your personal identification number, the Power Direct Password and the grid numbers printed on the Security Card are very important identification numbers, please do not disclose or otherwise make them available to others and keep them in strict confidence.</p> <p>Please note that if you repeatedly make an erroneous input of either of these numbers more than a specified number of times, such number will cease to be effective.</p>	<p>2. Application</p> <p>(1) Method of Application</p> <p>(iii) For the use of Shinsei Power Direct, an exclusive password (hereinafter referred to as the "Power Direct Password") and a security code card issued by the Bank (hereinafter referred to as the "Security Card") are necessary. You are requested to register the Power Direct Password and the Security Card number printed on the reverse side of the Security Card (hereinafter referred to as "Security Card Number") by inputting your account number on the screen designated for Shinsei Power Direct.</p> <p>As your Power Direct Password and Security Card Number are very important identification numbers, please do not disclose or otherwise make them available to others and keep them in strict confidence.</p> <p>Please note that if you repeatedly make an erroneous input of either of these numbers more than a specified number of times, such number will cease to be effective.</p>

End

Customer Agreement on Yen Deposit for PowerFlex Account (P.7)

Before revision	After revision
<p>7. Overdraft Facility (2) The overdraft facility as set forth in the preceding Paragraph is available to customers who are 20 years of age or older. However the overdraft facility service may be extended to minors, less than 20 years of age, who submit the Bank-designated letter of consent of a parental representative or any documents which prove marital status.</p>	<p>7. Overdraft Facility (2) The overdraft facility as set forth in the preceding Paragraph is available to customers who are 18 years of age or older. However the overdraft facility service may be extended to minors, less than 18 years of age, who submit the Bank-designated letter of consent of a parental representative or any documents which prove marital status.</p>

End

Customer Agreement on Shinsei PowerDirect (P.23)

Before revision	After revision
<p>1. Details of Shinsei Power Direct Service Shinsei Power Direct (hereinafter, the "Service") may be used when the customer uses services or conducts transactions prescribed by the Bank, including the following internet banking services and transactions, by making a request through a computer terminal (including the Bank-designated terminals such as smartphone which enable the User to access and browse the Internet. Hereinafter the same in this Customer Agreement.) Furthermore, in order to use the Financial Instruments Brokerage Services through Shinsei Power Direct, the User needs to open a financial instruments brokerage account at an affiliated securities company in advance. As a sales agent, the Bank will also receive applications for individual annuity insurance via the Service and, when an insurance company which has separately concluded an agent entrustment contract with the Bank (hereinafter, the "Underwriting Insurance Company") decides to underwrite the insurance contract, the contract will be concluded between the User and the Underwriting Insurance Company. A User must open an exclusive card loan account with the Bank with the Bank's consent to enter into card loan transactions. However the available services depend on the computer terminals.</p>	<p>1. Details of Shinsei PowerDirect Service Shinsei PowerDirect (hereinafter, the "Service") may be used when the customer uses services or conducts transactions prescribed by the Bank, including the following internet banking services and transactions, by making a request through a computer terminal (limited to the Bank-designated terminal such as PC and smartphone which enables the User to access and browse the Internet including a smartphone application (PowerDirect Application, a smartphone application provided by the Bank shall be referred to as the "Application" hereinafter. Hereinafter the same in this Customer Agreement.) Furthermore, in order to use the Financial Instruments Brokerage Services through Shinsei PowerDirect, the User needs to open a financial instruments brokerage account at an affiliated securities company in advance. As a sales agent, the Bank will also receive applications for individual annuity insurance via the Service and, when an insurance company which has separately concluded an agent entrustment contract with the Bank (hereinafter, the "Underwriting Insurance Company") decides to underwrite the insurance contract, the contract will be concluded between the User and the Underwriting Insurance Company. A User must open an exclusive card loan account with the Bank with the Bank's consent to enter into card loan transactions. However the available services depend on the computer terminals. Some types of the Service prescribed by the Bank are not available with the Application and some types of the Service prescribed by the Bank are only available</p>

<p>(1)~(6) (Omitted) (New)</p>	<p>with the Application. The types and details of the Service may be revised or abolished due to the Bank's reasons.</p> <p>(1)~(6) (No change) (7) Messaging service Messaging service refers to sending inquiries to the Bank about PowerFlex transactions and other transactions and services for the Bank's individual customers and receiving their responses and other information from the Bank (hereinafter, the "Messaging Service".)</p>
<p>3. Available Machines Only computers designated by the Bank may be used for the Service. However, the available services depend on the computer terminals.</p>	<p>3. Available Machines (1) Only computers designated by the Bank may be used for the Service. Terminals for using the Service shall be prepared at the cost and under the responsibility of the User and shall be set up and maintained in a condition and environment suitable for using the Service. (2) When using the Service through the Application, the User shall fully understand and agree with the Agreement to download the application. The Bank may discontinue, change or upgrade the Application whenever the Bank wishes, without the User's approval or without notifying the User.</p>
<p>5. Service Fee A service fee designated by the Bank shall be charged for use of the Service. A service fee shall automatically be debited from the yen savings deposit of the User Account on the date designated by the Bank and the User will not be required to present a withdrawal slip or card, etc. The Bank may change the amount of a service fee without notice to the Users.</p>	<p>5. Service Fee, etc. (1) A service fee designated by the Bank shall be charged for use of the Service. A service fee shall automatically be debited from the yen savings deposit of the User Account on the date designated by the Bank and the User will not be required to present a withdrawal slip or card, etc. The Bank may change the amount of a service fee without notice to the Users. (2) Use of the Application is free of charge; however, the User shall pay telecommunication expenses for downloading the Application (including re-downloading) and for using the Application (including additional telecommunication expenses when upgrading the Application or setting up the Application again due to its abnormal performance.)</p>
<p>7. PowerDirect Password, etc. The Service can be used by entering the Personal Identification Number registered by the User when opening the User Account (hereinafter referred to as the "PIN"), the password registered exclusively for Power Direct for the purpose of the Service (hereinafter, the "Power Direct Password"), and the letters or figures of the random grid coordinate printed on the security code card, which is issued and registered by the Bank when opening the User Account (hereinafter referred to as the "Security Card").</p>	<p>7. Power Direct Password, etc. The Service can be logged in to by entering the account number and the password registered exclusively for PowerDirect for the purpose of the Service (hereinafter, the "Power Direct Password"). These letters or figures shall be designated by the Bank every time the User attempts to log in to the Service.</p>

These letters or figures shall be designated by the Bank every time the User attempts to log in to the Service.

To obtain your Power Direct Password, please enter the User Account number, **the PIN** and the date of birth etc. on the Shinsei Power Direct login screen and register the Power Direct Password on the Power Direct Password Registration Screen.

~~To activate your Security Card, please enter the User Account number, the PIN, the date of birth etc. on the Shinsei Power Direct login screen, and register the Security Card Number, which is printed on the reverse side of the Security Card, on the Power Direct Security Card Number Registration Screen.~~

8. Identity Confirmation

(1) When **using** the Service, the User is required to enter a 10-digit number consisting of the 3-digit branch code and the 7-digit account number (hereinafter, the "Account Number"), ~~the 4-digit PIN,~~ the PowerDirect Password ~~and letters or figures in the cells, which the Bank designates at each login, of the random grid coordinate printed on the reverse side of the Security Card (hereinafter referred to as the "Security Card Value")~~ on the Shinsei PowerDirect screen **on** a computer terminal.

When the Bank confirms the entered Account Number, ~~Personal Identification Number,~~ PowerDirect Password ~~and Security Card Value~~ to be correct, the Bank will deem that the individual who has entered those numbers or letters is the User him/herself and shall provide the Service and effect transactions.

(2) If the Bank provides the Service after confirming that the Account Number, ~~the PIN,~~ the Power Direct Password and the Security Card Value entered in the computer by the method designated by the Bank match the Account Number, ~~the PIN,~~ the Power Direct Password, and the Security Card Value registered with the Bank, the Bank shall not be held liable for any damages caused by their unauthorized use or other incidents. ~~The PIN,~~ the Power Direct Password, and the Security Card should be strictly maintained confidential at the responsibility of the User and handled carefully to avoid disclosure, loss or theft. If the User suspects any theft of ~~the PIN,~~

To obtain your Power Direct Password, please enter the User Account number, **the Security Card Number** and the date of birth etc. on the Shinsei PowerDirect login screen and register the PowerDirect Password on the Power Direct Password Registration Screen.

8. Identity Confirmation

(1) When **logging in to** the Service, the User is required to enter a 10-digit number consisting of the 3-digit branch code and the 7-digit account number (hereinafter, the "Account Number") **and** the PowerDirect Password on the Shinsei PowerDirect screen **using** a computer terminal.

When the Bank confirms the entered Account Number **and** the PowerDirect Password to be correct, the Bank will deem that the individual who has entered those numbers or letters is the User him/herself and shall provide the Service and effect transactions.

~~Depending on the types of the Service or transactions, entering of prescribed information such as the PIN and letters or figures designated by the Bank at each login on the back side of the Security Card issued by the Bank when opening an account and registered by the User (hereinafter, the "Security Card Value") and additional identity confirmation designated separately by the Bank may be required for using the Service or transactions.~~

(2) If the Bank provides the Service after confirming that the Account Number, the Power Direct Password, **the PIN** and the Security Card Value, **etc.** entered in the computer by the method designated by the Bank match the Account Number, the Power Direct Password, **the PIN** and the Security Card Value, **etc.** registered with the Bank, the Bank shall not be held liable for any damages caused by their unauthorized use or other incidents. The Power Direct Password, **the PIN** and the Security Card should be strictly maintained confidential at the responsibility of the User and handled carefully to avoid disclosure, loss or theft. If the User suspects any theft of the Power

the Power Direct Password, and/or the Security Card, please immediately contact the call center, to which you will be connected via the telephone number designated by the Bank as "Shinsei PowerCall" (hereinafter referred to as the "Bank Contact Center").

(3) If an incorrect ~~PIN~~, Power Direct Password and Security Card Value is entered for a prescribed number of times, the Service shall be suspended. In order to re-commence the Service, please conduct the necessary procedures to release the suspension, or to change ~~the PIN~~, the Power Direct Password, and Security Card Value.

(New)

11. Compensation for Illegal Use

(1) Notwithstanding the provisions of Article 8, Paragraph 2 and Article 10, if loss (including fees and interest) is incurred by the User from a refund or debit caused by

Direct Password, ~~the PIN~~ and/or the Security Card, please immediately contact the call center, to which you will be connected via the telephone number designated by the Bank as "Shinsei PowerCall" (hereinafter referred to as the "Bank Contact Center").

(3) if an incorrect Power Direct Password, the PIN or Security Card Value is entered for a prescribed number of times, ~~all or part of~~ the Service shall be suspended. In order to re-commence the ~~suspended~~ Service, please conduct the necessary procedures to release the suspension, or to change the Power Direct Password, the PIN or Security Card Value.

10-2. Biometric Authentication Function

(1) When a smartphone which has installed the Application supports an authentication function using the biological information (characteristics of body parts such as fingerprint and face designated by the Bank (hereinafter, "the Biological Information")) designated by the Bank (hereinafter, the "Biometric Authentication Function"), in logging in to the Service, the User can replace his/her identity confirmation method of entering his/her PowerDirect Password, etc. with a method which confirms that his/her identity has already been confirmed with information sent to the Bank after the authentication through the smartphone's Biometric Authentication Function.

(2) The Bank shall not obtain the Biological Information registered in the smartphone and shall not be liable for or obligated to the management of the Biological Information.

(3) The Bank shall not guarantee the certainty, etc. of the identity confirmation through the Biometric Authentication Function on the User's smartphone.

(4) The User must strictly manage his/her smartphone which has installed the Application so that biological information of persons other than the User will not be registered in his/her smartphone.

(5) The Bank shall not be liable for the damages incurred by a. falsification, theft or illegal use of the Biological Information registered in the smartphone which has installed the Application, b. theft or use by a third party of the smartphone or c. illegal access to the smartphone excluding cases of gross negligence by the Bank.

11. Compensation for Illegal Use

(1) Notwithstanding the provisions of Article 8, Paragraph 2, Article 10 and Article 10, Paragraph 2, if loss (including fees and interest) is incurred by the User from a refund

the illegal use of the Service (excluding the services stipulated in Article 1, Paragraph 4 “Services for Soliciting the Sales of Individual Annuity Insurance Policies” and the related services described in “Services for Change” stipulated in Article 1, Paragraph 5; i.e. “Services for Change”), at the User’s request, the Bank may compensate for all or part of the loss in accordance with the criteria designated by the Bank.

or debit caused by the illegal use of the Service (excluding the services stipulated in Article 1, Paragraph 4 “Services for Soliciting the Sales of Individual Annuity Insurance Policies” and the related services described in “Services for Change” stipulated in Article 1, Paragraph 5; i.e. “Services for Change”), at the User’s request, the Bank may compensate for all or part of the loss in accordance with the criteria designated by the Bank.

(New)

14-2. Attention to the use of the Messaging Service

(1) The Messaging Service shall not respond to inquiries corresponding to the following items:

(i) Inquiries that are irrelevant to the Bank’s transactions or services for individual customers and inquiries beyond the Bank’s business scope

(ii) Inquiries that cannot be responded to through the Messaging Service in light of the laws and regulations applied to the Bank, the Bank’s self-imposed regulations, administrative guidelines or instructions and other rules that the Bank should comply with

(iii) Inquiries that have been judged by the Bank that cannot be responded to the User appropriately, in addition to the inquiries provided in the preceding items

(2) The Bank shall not affirm that the Messaging Service responds to inquiries and provides information from the Bank certainly and swiftly. The Bank may terminate responding to inquiries and providing information from the Bank when the Bank has judged that it is not appropriate to maintain the Messaging Service, in addition to the cases stipulated in the preceding Paragraph and Article 18.

(3) Irrespective of the reasons, in using the Messaging Service, the User shall not conduct the acts stipulated in the following items and shall not have third parties conduct the acts.

(i) Acts that violate the rights and assets of other Users or third parties or acts that may violate the rights and assets of other Users or third parties

(ii) Acts that slander the Bank, other users or third parties or slander the products or/and services of the Bank, other users or third parties

(iii) Provision of harmful, pornographic or violent information or information, etc. including such expressions

(iv) Use of the messaging service beyond the scope stipulated in Article 1, Paragraph (7)

(4) When, in using the Messaging Service, there is incorrect information in the information entered by the User or in the information entered by the Bank based

on the declaration from the User, the Bank shall not be liable for the damages incurred in the procedures based on the information excluding causes imputable to the Bank.

(5) In addition to the damages stipulated in the preceding Paragraph, the Bank shall not be liable for the damages incurred due to the reasons stipulated in the following items:

(i) Errors and omissions, etc. in the information, etc. sent by using the Messaging Service caused by disasters, incidents, accidents during transportation, failures of telecommunication devices or telecommunication lines due to *force majeure*, reasons such as measures implemented by the court, etc. or reasons not attributable to the Bank

(ii) Errors and omissions, etc. in the information, etc. sent by using the Messaging Service caused by failures in telecommunication devices, telecommunication lines, computers, etc. or the information transmission system using them despite implementation of security measures deemed reasonable by the Bank

(iii) Errors and omissions, etc. in the information, etc. sent by using the Messaging Service due to reasons attributable to third parties other than the Bank

(New)

16-2. Prohibited acts

(1) Irrespective of the reasons, the User shall not conduct the acts stipulated in the following items and shall not have third parties conduct the acts.

(i) Reverse-assembling or reverse-compiling of the Bank's system or the Application

(ii) Creation of or trying to create source codes through reverse engineering of the Bank's system or the Application or other measures

(iii) Revision and copying the service in whole or in part through translation or adaption

(iv) Elimination of the product marking or copyright of the service in whole or in part

(v) Violation of the intellectual properties of the service in whole or in part including sales, lease, transfer, or succession of the service, accepting of sublicensing of the service or offering the service as collateral

(2) The User shall comply with the Foreign Exchange and Foreign Trade Act and other related laws and regulations related to export and import (including all laws

and ordinances, etc. based on Japanese laws and foreign countries' laws) and shall obtain all permissions and approvals (hereinafter, "Permissions and Approvals, etc.") under the User's responsibility. The User shall not take the Application outside Japan without obtaining the needed Permissions and Approvals, etc. The User shall resolve all issues that have occurred through violations of the provisions in this Paragraph under the User's responsibility.

17. Exemption of Liabilities

(1) The Bank shall be responsible only for Requests from the User received through the computers. In addition to the exemptions from liability provided in the Common Customer Agreement on the PowerFlex Transactions, the Bank shall not be liable for any damages resulting from the following events:

(iii) If the Service are delayed or suspended for reasons due to the access provider or the viewing software or if errors or omissions have occurred in the information sent from the Bank;

(2) If the various transactions pursuant to this Customer Agreement are effected outside of Japan ~~because of the User's omission to notify the change of address,~~ those transactions shall be deemed to have been conducted in Japan and shall be governed only by the laws of Japan. The Bank shall not assume any liabilities whatsoever for any damages incurred by the User in executing the transactions based on this Customer Agreement outside of Japan or from outside of Japan.

17. Exemption of Liabilities

(1) The Bank shall be responsible only for Requests from the User received through the computers. In addition to the exemptions from liability provided in the Common Customer Agreement on the PowerFlex Transactions, the Bank shall not be liable for any damages resulting from the following events:

(iii) If the Service is delayed or suspended for reasons due to the access provider, **the operating system** or the viewing software or if errors or omissions have occurred in the information sent from the Bank;

(2) If the various transactions pursuant to this Customer Agreement are effected outside of Japan, those transactions shall be deemed to have been conducted in Japan and shall be governed only by the laws of Japan. The Bank shall not assume any liabilities whatsoever for any damages incurred by the User in executing the transactions based on this Customer Agreement outside of Japan or from outside of Japan.

End