

## KOMOJU Merchant Services Terms of Use

The purpose of these KOMOJU Merchant Services Terms of Use (the “Terms of Use”) is to establish the terms and conditions of the Merchant Agreement (the “Agreement”) on the use, etc. of the services (the “Services” as defined in Article 1), such Agreement being established between the merchant (“Merchant”) and DEGICA Co., Ltd. (“DEGICA”) in connection with the Merchant’s sale of products and provision of services, etc. to its customers. The Agreement shall be established when Merchant, after consenting to each of the provisions of these Terms of Use, submits a merchant application to DEGICA and DEGICA approves Merchant’s merchant application, upon which the provisions of these Terms of Use, etc. shall become the terms and conditions of the Agreement.

### Article 1 Definitions

In these Terms of Use, the terms listed in the following items have the meanings set out in the respective item, unless otherwise provided in these Terms of Use.

- (1) “Service” means the Credit Card Payment Service, Convenience Store Payment Service, Bank Transfer Payment Service, Pay-easy Payment Service, Electronic Payment Service, or other services designated by DEGICA, and ancillary services provided by DEGICA to Merchant.
- (2) “Customer” means any customer of Merchant.
- (3) “Handled Products” means the products, services, or labor sold or provided by Merchant to the Customer.
- (4) “Payment” means the price payable by the Customer (including shipping, fees, and other amounts payable incidental to the price) for the sale or provision of the Handled Products by Merchant.
- (5) “Credit Card Company” means a company handling credit cards of the credit card brands set forth in the Fee Rate Table.
- (6) “Credit Card Payment Service Provider” means any entity that executes a comprehensive Payment Provider Agreement, comprehensive agency Payment Provider Agreement, or any similar agreement related to credit card payment services provided by DEGICA (including any entity that executes such an agreement in the future) with DEGICA or an entity delegated by DEGICA (including any sub-contractor).
- (7) “Credit Card Member” means any credit card member of a Credit Card Company or any company or organization within or outside Japan that is currently or in the future shall be affiliated with the Credit Card Company.
- (8) “Payment Provider Agreement” means the payment provider agreement with the Payment Service Provider that Merchant executes or DEGICA may enter into on behalf of or for the Merchant to provide the Services (including special provisions, etc. incidental to the payment provider agreement pursuant to the relevant Payment Provider’s terms and conditions/terms of use ([links are here](#)) and ancillary special provisions etc.).
- (9) “Subject Website” means the website operated by Merchant for the purpose of selling or providing Handled Products to Customers using the Services.
- (10) “Convenience Store Payment Service Provider” means any entity that executes an agreement on the administration of convenience store payment processing (including any entity that executes such agreement in the future) with DEGICA or an entity delegated by DEGICA (including any sub-contractor).
- (11) “Bank Transfer Payment Service Provider” means any entity that executes an agreement on receipt by proxy for bank transfer settlement, etc. (including any entity that executes such agreement in the future) with DEGICA or an entity delegated by DEGICA (including any sub-contractor).
- (12) “Pay-easy Payment Service Provider” means any entity that executes an agreement on receipt by proxy for Pay-easy settlement, etc. (including any entity that executes such agreement in the future) with DEGICA or an entity delegated by DEGICA (including any sub-contractor).
- (13) “Electronic Payment Service Provider” means any entity that executes an agreement on settlement by means of payment (electronic money, etc.) other than Credit Card Payment Service, Convenience Store Payment Service, Bank Transfer Payment Service, or Pay-easy Payment Service (including any entity that executes such agreement in the future) with DEGICA.

- (14) "Payment Service Provider" means, collectively, the Credit Card Companies, Convenience Store Payment Service Providers, Pay-easy Payment Service Providers, Electronic Payment Service Providers, etc.
- (15) "Fee Rate Table" means the Fee Rate Table ancillary to these Terms of Use.
- (16) "Merchant Service Fee" means all fees, etc. payable by Merchant to DEGICA in accordance with Article 8, the Fee Rate Table and other separate agreements.
- (17) "Law" means all treaties, laws, government ordinances, notices, regulations, orders and ordinances (including related guidelines and economic sanctions) applicable in Japan and foreign countries.
- (18) "Law and Regulations" means Law, Credit Card Security Guidelines, and rules (Visa Rules, etc.) of applicable payment networks such as Visa and Mastercard.
- (19) "Underlying Transaction" means the transaction that was the cause of the settlement based on these Terms.
- (20) "Terms of Use, etc." means these Terms and any ancillary terms that serve as special clauses.

## **Article 2            Application for Use**

- 1. Merchant shall apply to use the Services upon giving consent to these Terms of Use and notifying to DEGICA of the matters prescribed by DEGICA by the method prescribed by DEGICA.
- 2. Merchant represents and warrants that the following matters are true and correct.
  - (1) Merchant has the capacity and rights to execute the Agreement, exercise its rights and perform its duties pursuant thereto under applicable Law.
  - (2) Merchant has lawfully and properly completed the internal procedures required under applicable Law, its articles of incorporation, and other internal rules in order to execute the Agreement and exercise rights and perform its duties pursuant thereto.
  - (3) Merchant's execution of the Agreement or Merchant's exercise of rights or performance of duties pursuant thereto do not conflict with any applicable Law, Merchant's articles of incorporation or other internal rules, and shall not cause a breach or event of default under any agreement to which Merchant is a party.
  - (4) The Agreement is a legal, valid, and binding agreement with respect to Merchant.
  - (5) Merchant is not currently insolvent.
  - (6) The information that Merchant has provided to DEGICA and Payment Service Providers, etc. for the execution of the Agreement is accurate in all material respects, and all material information has been provided.
  - (7) Merchant has never committed any act that falls under any of the prohibited acts stipulated in the Act on Specified Commercial Transactions and has not been subject to any disciplinary action under the said Act in the last five (5) years (Excluding cases where separate written notification has been made to DEGICA and approved by DEGICA and the Payment Service Provider).
  - (8) Merchant has not committed any act that gives the consumer a right of rescission under the Consumer Contract Act and has not lost a case for violation of the Act in the last five (5) years (Excluding cases where separate written notification has been made to DEGICA and approved by DEGICA and the Payment Service Provider.).

## **Article 3            Application for Use of Each Payment Service**

- 1. Merchant shall apply in advance by the method prescribed by DEGICA and obtain approval from DEGICA (and Payment Service Providers as necessary) for the payment services listed in Article 1(1) that Merchant wishes to use, regardless of whether transactions are face-to-face or non-face-to-face.
- 2. DEGICA bears no duty to disclose to Merchant the reasons for approval or denial of the application under the preceding paragraph, and Merchant shall not raise objection to DEGICA's decision to approve or deny the application.
- 3. DEGICA shall, based on the approval set forth in Paragraph 1, separately designate information to submit pertaining to the provision of the Services. If Merchant conducts face-to-face sales, DEGICA will designate a separate payment terminal that must be used for the Service based on the approval in Paragraph 1.

4. If a Merchant uses a payment service set forth in Article 1(1), the provisions found in Exhibits 1 through 5 (hereinafter referred to as “Payment Service Special Provisions”) apply to the Merchant, according to the content of each payment service.
5. In the case of the preceding paragraph, DEGICA may enforce, together with such Payment Service Provider, the rights that each Payment Service Provider is purported to have against the Merchant in relation with each payment service and according to these Terms of Use. If each Payment Service Provider designates the comprehensive agency method, the Merchant shall authorize DEGICA on its behalf, in its relationship with such Payment Service Provider, to (i) receive any monies due the Merchant from the Payment Service Provider; (ii) make notifications to the Payment Service Provider; and (iii) perform all other acts incidental to the foregoing on a comprehensive basis.
6. If Merchant designates an entity other than the Merchant to receive payments, the provisions of Exhibit 6 (the “Receiving Agent Special Provisions”) shall apply.
7. The terms of the Exhibits shall constitute part of these Terms of Use, and in cases where the terms of the Exhibits and these Terms of Use conflict, the terms of the Exhibits shall prevail.

#### **Article 4            Delegation to Third Parties**

DEGICA may delegate to a third party, at its own responsibility, part of the services necessary to provide the Services.

#### **Article 5            Handled Products**

1. Merchant may sell or provide only the Handled Products that Merchant has notified DEGICA in advance by the date prescribed by DEGICA using the method prescribed by DEGICA.
2. After receiving a request for sale or provision from the Customer, Merchant shall promptly send or provide the Handled Products.
3. If the Handled Products cannot be sent or provided by the time indicated to the Customer (in cases where the time is not indicated, if they cannot be sent or provided immediately), or if it is discovered that sending or provision of the Handled Products shall be delayed, Merchant shall promptly notify the Customer of the timing of sending or providing the Handled Product in writing or by e-mail. In addition, if it becomes difficult to deliver or provide the Handled Products in cases where the Handled Products are delivered or provided multiple times, Merchant shall immediately notify DEGICA and the Customer of that fact.
4. If Merchant handles Handled Products that require a permit, approval, or notification for sale, Merchant shall submit to DEGICA documents certifying that it has obtained such permit, approval, or notification in advance by the date prescribed by DEGICA and shall obtain the prior approval of DEGICA, as necessary.
5. If the permit, approval, or notification under the preceding paragraph ceases to be effective, Merchant shall immediately notify DEGICA of that fact and cease handling of those Handled Products.
6. Merchant shall not sell or provide products, etc. that fall under any of the following items:
  - (1) Stimulants, narcotics, psychotropics, cannabis, opium, poisonous substances, or deleterious substances;
  - (2) Firearms, swords, weapons, gunpowder, chemical weapons, toxic substances, or sarin;
  - (3) Child pornography;
  - (4) Obscene items, pornography, sex toys, nude photographs, adult videos, adult games (excluding cases in which the approval (which is revokable) of DEGICA is separately obtained);
  - (5) Prostitution or child prostitution;
  - (6) Gambling, lottery, or items that incite a passion for gambling in ordinary people;
  - (7) Pyramid schemes or multi-level marketing;
  - (8) Counterfeit currency, securities, notarized instruments (including licenses, passports, etc.), documents, or electromagnetic records;
  - (9) Products, etc. obtained through theft, robbery, fraud, extortion, embezzlement, breach of trust, or other crime;
  - (10) Products, etc. that infringe on patent rights, utility model rights, design rights, trademark rights, copyrights, likeness rights, privacy, or other property or rights of others;
  - (11) Software containing a computer virus;
  - (12) Human bodies or human body parts;

- (13) Gift certificates, prepaid cards, revenue stamps, postage stamps, coupon tickets or other securities or gold bullion (excluding cases in which the approval of DEGICA and the Payment Service Providers is separately obtained);
  - (14) Live organisms (excluding cases in which the approval (which is revokable) of DEGICA and the Payment Service Providers is separately obtained);
  - (15) Items that would disgust ordinary people (excluding cases in which the approval (which is revokable) of DEGICA and the Payment Service Providers is separately obtained);
  - (16) Items that are likely to threaten life or body;
  - (17) Items of which the sales method is misleading or false;
  - (18) Digital content such as items used in computer games other than computer games provided by Merchant itself;
  - (19) Items that tarnish the image of DEGICA or the Payment Service Providers (including cases where the act of selling or the method of provision tarnishes the image of DEGICA or the Payment Service Providers);
  - (20) Items of which their sale or delivery/provision violates public order and morals or Law and Regulations;
  - (21) Items likely to facilitate crime or other violations of Law.
  - (22) Products, etc. that DEGICA designates from time to time on the website of the Services as products, etc. that are restricted from being handled in the Services; or
  - (23) Other products, etc. that DEGICA or the Payment Service Providers deem inappropriate and notify of.
7. If Merchant intends to amend the Subject Website or any category of Handled Products previously notified to DEGICA, Merchant must obtain prior approval of DEGICA.
  8. If Merchant is amending matters of which notice has been given to DEGICA, Merchant shall complete the matters to be amended and the scheduled date of the amendment, etc. in the documentation prescribed by DEGICA and promptly submit that documentation to DEGICA. Furthermore, even if Merchant does not give notice of the amendment, if DEGICA reasonably determines that there is a change to any matter of which notice has been given by Merchant based on information acquired by DEGICA using a lawful and appropriate method, DEGICA may deem such matter to be amended. If there is any delay in notification/communication or transfer of funds by DEGICA as a result of such late notification, DEGICA shall not be liable for such delay.

#### **Article 6            System for Sale and Provision of Handled Products**

1. If the Merchant has a Subject Website, Merchant shall display the Merchant's official name, name of representative, corporation number (if such exists), address of head office, and contact information on the Merchant's Subject Website or linked site and shall take measures so that Customers can clearly recognize the time at which the agreement, etc. for the sale or provision of the Handled Products is established.
2. If the Merchant intends to use the Services to sell or provide products through Merchant's Subject Website, Merchant shall obtain Customer's name, address, and contact information establish a system to properly send and provide the Handled Products, etc. and conduct complaint/enquiry handling, etc.
3. Unless Merchant has written approval from DEGICA, Merchant shall clearly state the following matters to Customers on Merchant's Subject Website or linked site:
  - (1) Return terms or return policy.
  - (2) Personal data protection policy or privacy policy.
4. Merchant shall comply with applicable Law (This may include the Act on Specified Commercial Transactions, Act against Unjustifiable Premiums and Misleading Representations, and the Consumer Contract Act.).
5. Merchant shall comply with orders, guidance, etc. issued by public organizations.
6. Merchant shall comply with the instructions of the Company and Payment Service Providers regarding the procedures for receiving the Service.
7. Merchant shall notify DEGICA in advance of any change in the name/contact point (address, telephone number), name of representative of Merchant etc., and if DEGICA deems it necessary, Merchant shall carry out separate procedures for any change in writing.

#### **Article 7            Sales Method for Specific Products**

1. If Merchant sells products, etc. via the Internet, Merchant shall take reasonable measures to prevent unauthorized use by identity theft.
2. Merchant may not handle any provision of services or labor in which payment, etc. is made in advance of receiving the services or labor as subject to DEGICA's Service, except where separate approval is granted by DEGICA.

#### **Article 8 Merchant Service Fee**

Merchant bears the Merchant Service Fee and other fees, etc. for each settlement method set forth in the Merchant Services Fee Rate Table.

#### **Article 9 Prohibited Matters**

1. Merchant shall not carry out any of the following acts in using the Services:
  - (1) The sale or provision of prohibited Handled Products or other sale or provision of Handled Products in breach of DEGICA's Acceptable Use Policy (link);
  - (2) Acts tied to fraud or other crimes;
  - (3) Soliciting membership in, or requesting donations to, political, religious or other organizations;
  - (4) Making false or unreasonable representations;
  - (5) Acts that damage or are likely to damage the privacy, reputation, credibility, or property of, or tarnish or are likely to tarnish the image of, DEGICA or a third party;
  - (6) Acts that infringe, or are likely to infringe, the patent rights, trademark rights, copyrights, or other intellectual property rights, or personality or property rights of DEGICA or a third party;
  - (7) Impeding the business of DEGICA or a third party by unfair transactional methods;
  - (8) Acts that cause a disadvantage to DEGICA or a third party;
  - (9) Falsifying information that could be used through the Services;
  - (10) Using the Services for purposes other than the collection or processing of payments for products, etc. set out in the Agreement;
  - (11) Using the Services for remittances that do not involve the sale or provision of Handled Products;
  - (12) Transmitting to or writing into the DEGICA system or third-party computers (including Customers; the same applies hereinafter in this article) harmful computer programs, etc.;
  - (13) Fictitious transactions, using the Services by impersonating a third party, or allowing a third party to use the Services by impersonating the Merchant;
  - (14) Acts that hinder, or are likely to hinder, the use or operation of facilities etc. of DEGICA, the Payment Service Providers, the Credit Card Company, or other third party, or facilities used by DEGICA or the Payment Service Providers for the Services;
  - (15) Breaching the provisions of the Agreement;
  - (16) Other acts that violate or are likely to violate applicable Law;
  - (17) Using the Services other than through the Subject Website for which DEGICA has permitted the use of the Services beforehand (Provided however, this excludes when Merchant has obtained written approval for usage in a different place);
  - (18) Allowing a third party to make a payment using the Merchant's account for the Service or lending such an account to a third party;
  - (19) Using this Agreement to provide services to a payment facilitator, payment aggregator or payment service provider, or otherwise collaborate with such an entity; or
  - (20) Other acts that DEGICA or the Payment Service Providers deem to be inappropriate.
2. If DEGICA determines that Merchant has carried out, or there is a likelihood of Merchant carrying out, an act that falls under any of the items of the preceding paragraph, or if the Payment Service Providers determine that sales carried out by Merchant are inappropriate, DEGICA may demand Merchant take corrective measures, such as suspending the sale or provision of all or part of the Handled Products. Merchant shall comply therewith without objection.

#### **Article 10 Compliance with Law and Regulations**

1. Merchant shall comply with applicable Law and Regulations related to the operations of sale/provision of products, etc.
2. DEGICA may set out or designate rules on specific matters (the “Rules”), to a reasonable and necessary extent to ensure the smooth and proper provision of the Services or the appropriateness of the sale or provision of Handled Products by Merchant using the Services and may notify Merchant of the Rules. If DEGICA notifies Rules to Merchant, Merchant shall comply with those Rules.

#### **Article 11      Technical Services Related to Use of Services**

1. Merchant shall appoint an officer or employee (“Merchant’s System Manager”) to be responsible for technical services (“Merchant’s System Administration”) regarding Merchant’s computers and the computer systems used by Merchant to use the Services (“Merchant’s System”) so that Merchant’s System Administration is performed appropriately. Merchant shall provide adequate education and training to Merchant’s System Manager, including causing Merchant’s System Manager to accurately understand details separately set out by DEGICA and information provided by DEGICA pursuant to Paragraph 2.
2. If DEGICA has technical information that is necessary or useful for the appropriate performance of Merchant’s System Administration by Merchant, DEGICA may provide the technical information to Merchant by providing manuals or by another method deemed appropriate by DEGICA. Merchant shall carry out Merchant’s System Administration in accordance with the technical information provided by DEGICA.

#### **Article 12      ID and Password Management**

1. Merchant shall strictly manage IDs or passwords provided by DEGICA so that no incident such as a leak, loss, or damage occurs with respect thereto. Following such provision, Merchant shall change the password without delay in the manner prescribed by DEGICA. Merchant shall change the new password as appropriate at its discretion and shall not use the same password for more than ninety (90) days.
2. If Merchant becomes aware that the ID or password under the preceding paragraph (including those changed by Merchant; the same applies hereinafter in this paragraph and the following paragraph) has been used without proper authority, Merchant shall immediately notify DEGICA of that fact. Immediately after receiving such notice, DEGICA shall deactivate that ID or password.
3. DEGICA bears no responsibility for any damage incurred by Merchant due to use of the ID or password under Paragraph 1 above without proper authority.
4. Merchant shall follow the instructions of DEGICA or the Payment Service Providers regarding the use, management, loss, theft, etc. of IDs and passwords.

#### **Article 13      Suspension or Discontinuation of Services**

1. DEGICA may suspend the provision of all or part of the Services in the following cases:
  - (1) If carrying out regular system inspections or maintenance by DEGICA or the Payment Service Providers, etc.;
  - (2) If deemed necessary for the appropriate operation of the system by DEGICA or the Payment Service Providers, etc.;
  - (3) If Merchant’s server operations are disrupted or are likely to be disrupted by DEGICA’s or the Payment Service Providers’ system, etc.; or
  - (4) If telecommunications lines used for DEGICA’s or the Payment Service Providers’ system, etc. are congested or unusable.
2. If DEGICA intends to suspend the Services pursuant to the preceding paragraph, DEGICA shall notify Merchant in advance of the reason for that suspension, the implementation date, and the duration thereof.
3. If any of the following items arise, DEGICA may suspend the provision of all or part of the Services to Merchant without prior notice.
  - (1) If Merchant breaches the Agreement;
  - (2) If any of the causes for cancellation in Article 33 occur with regard to Merchant;
  - (3) If Merchant decides to carry out a business transfer or company split with respect to all or a material part of its business without obtaining the prior written consent of DEGICA; or
  - (4) If Merchant has not used the Services for three (3) months or more.

4. If DEGICA receives a request from the Payment Service Providers to suspend the provision of the Services to Merchant in relation to the settlement method handled by that Payment Service Provider, regardless of the reason for that request, DEGICA may suspend the provision of the portion of the Services related to the settlement method handled by that Payment Service Provider after giving prior notice to Merchant.
5. Notwithstanding the provisions of the preceding paragraphs, if it is unavoidable in an emergency, it shall be sufficient to immediately provide notice after the fact in lieu of each prior notice.
6. DEGICA bears no liability for damage incurred by Merchant, the Customer, or any third party due to suspension of the provision of the Services pursuant to this article, or any damage incurred by Merchant, the Customer, or any third party due to being unable to provide the Services due to transmission failure, delay, misrouting or other operational failure of the Services caused by Merchant's equipment or third party circuits used for transmission between Merchant or Customers and DEGICA for the Services, or other grounds not attributable to DEGICA.

#### **Article 14      No Authority to Represent Granted to Merchant**

DEGICA does not, by the Agreement, grant any authority to represent or any authority to use DEGICA's trade name, trademarks, logos, or other indications of DEGICA's business. Unless separately approved by DEGICA, Merchant shall not indicate to any third party that it is a sales agent of DEGICA or otherwise make any representation that is likely to create an understanding that Merchant has been granted any right to represent by DEGICA, and Merchant shall not display DEGICA's trade name, trademarks, logos, or other indications of DEGICA's business on websites used by Merchant.

#### **Article 15      Proxy Receipt by DEGICA of Payments for Products**

1. DEGICA shall receive Payments on behalf of Merchant ("Proxy Receipt"), and Merchant grants to DEGICA authority for Proxy Receipt.
2. DEGICA may outsource Proxy Receipt to a third party designated by DEGICA as necessary, and in that case, DEGICA may grant that third party the right to sub-delegate the Proxy Receipt based on the authority to represent granted by Merchant pursuant to the preceding paragraph.
3. Merchant may not withdraw all or part of the grant of Proxy Receipt authority under Paragraph 1 during the effective period of the Agreement.
4. DEGICA shall deduct fees in accordance with the Fee Rate Table from the Payments received from the Payment Service Providers and pay the remaining amount to Merchant.
5. Notwithstanding the provisions of the preceding paragraphs, DEGICA may withhold Payment to the Merchant pursuant to the preceding paragraphs if any of the following events occur:
  - (1) If the agreement for the sale or provision of Handled Products between Merchant and the Customer is cancelled, rescinded, or made invalid, or Merchant receives a request for return of products, etc. from the Customer;
  - (2) If there is any misrepresentation in the information submitted by the Merchant concerning the sale or provision of the Handled Products;
  - (3) If a person other than the registered holder of a payment method or a person who is not eligible to use a payment method (including those whose use is suspended) uses a payment method;
  - (4) If the Customer objects in relation to the agreement for the sale or provision of the Handled Products due to reason such as having no recollection of using the payment method or a price discrepancy;
  - (5) If Merchant does not retain transaction records and documents of agreements for the sale or provision of the Handled Products, or Merchant is unable to comply with the submission of documents related to transactions based on such records;
  - (6) If due to a cause attributable to Merchant, the Payment Service Providers receive a request from the Customer for refusal or withholding of Payment;
  - (7) If an event set out in Article 33.1 of these Terms of Use occurs;
  - (8) If Merchant breaches this Agreement or the Payment Provider Agreement; or
  - (9) If any other matter is determined by DEGICA or the Payment Service Providers as inappropriate.

6. If DEGICA or the Payment Service Providers deem it necessary to carry out an investigation, Merchant acknowledges that DEGICA or the Payment Service Providers may withhold Payment until the investigation is completed.
7. Merchant acknowledges that, if the Payment Service Providers withhold payment or notify DEGICA that there is the likelihood of such withholding of payment, DEGICA may also withhold payment.
8. No interest shall accrue on any Payment that DEGICA withholds pursuant to Paragraph 5 through the preceding paragraph.
9. If DEGICA deems it appropriate to withdraw the Proxy Receipt of Payment, such as when the agreement relating to the sale or provision of the Handled Products between the Merchant and the Customer is cancelled, rescinded or made invalid, DEGICA may refund Payment to the Customer, and the Merchant shall not object in any way with respect to such refund.
10. Even in the case of the withholding or refund of Payment pursuant to Paragraphs 5 through 9, Merchant shall not be released from bearing or paying the Merchant Service Fee pertaining to services already provided by DEGICA in relation to the sale or provision of the Handled Products pertaining to such withholding or refund, and DEGICA shall not bear a duty to refund to Merchant the received or set off Merchant Service Fee.

#### **Article 16      Refund of Payments**

In the case of Paragraph 5 of the preceding article, if the Payment is already paid to Merchant, DEGICA may demand that Merchant refund that Payment or may set off an amount equivalent to that Payment from the Payment to be paid by DEGICA to Merchant in the next or subsequent instances. If demanded by DEGICA or if the payment is insufficient to set off that Payment, Merchant shall immediately pay to DEGICA the amount to be refunded. Paragraphs 9 and 10 of the preceding article shall apply to the Payment refunded or set off in accordance with this article.

#### **Article 17      Security Measures**

1. Merchant shall take measures in advance so that information related to Customers' credit cards, such as credit card numbers and expiration dates, Customer personal information and transaction information (collectively, "Personal Information") and systems are not accessible to, or able to be altered or destroyed by, a third party.
2. If Merchant retains Personal Information or acquires Personal Information from Customers through a telecommunications line such as the internet, Merchant shall implement security measures using a method approved in advance by DEGICA and the Payment Service Providers. Even if using a method approved in advance by DEGICA and Payment Service Providers, if DEGICA and Payment Service Providers demand improvements, Merchant shall take improvement measures; provided, however, that even if security measures or improvement measures are taken, DEGICA and Payment Service Providers shall not be liable for any detriment incurred such as from a password being deciphered. Merchant is liable to compensate for all damage incurred by DEGICA, the Payment Service Providers, or the Customer as a result thereof (including, but not limited to, credit card reissuance expenses, expenses for business operations such as monitoring of unauthorized use and Customer response, damages due to unauthorized use of credit cards, and damages, penalties, fines, etc. regarding such incident (meaning all damages, including compensation for damage, penalties, fines, and attorney fees, etc. imposed by credit card brands, etc.; the same applies hereinafter)).
3. If a dispute arises with the Customer or a third party due to the leak, etc. of Personal Information retained by Merchant, Merchant shall resolve that dispute at its own responsibility and expense, and Merchant shall not cause any inconvenience to DEGICA or Payment Service Providers.

#### **Article 18      No Discriminatory Treatment**

Merchant shall not prejudicially discriminate against any Customer who requests to make the Payment using any of the payment services or impose any restriction that would impede the smooth use of the Services, such as refusing a request without justifiable grounds, demanding other payment methods, or demanding Payment that differs from other payment methods.

#### **Article 19      Investigation into Merchant**



1. If DEGICA or the Payment Service Providers request the provision of information, materials, etc. on the Subject Website, Underlying Transaction, and compliance status with this Agreement etc. and Law and Regulations, Merchant shall comply with that request.
2. If DEGICA determines that there is a likelihood that Merchant is in breach of this Agreement, or if it is found that Merchant has breached this Agreement, DEGICA may enter Merchant's place of business to verify compliance by Merchant with this Agreement.
3. If the Payment Service Providers request Merchant to cooperate with an investigation of matters set out in an agreement with the Payment Service Providers and DEGICA, Merchant shall promptly respond to such request.
4. If DEGICA or the Payment Service Providers request cooperation in relation to the prevention of unauthorized use of the payment services, Merchant shall comply therewith.

#### **Article 20      Inspections**

1. DEGICA or the Payment Service Providers may request Merchant to report as appropriate on Merchant's compliance with the Payment Provider Agreement or Merchant's operational status, actual conditions, implementation of services, etc. In that case, Merchant shall immediately report to DEGICA and the Payment Service Providers.
2. DEGICA or Payment Service Providers may request Merchant to report as appropriate on Merchant's security management system and system quality control and may carry out on-site inspections of Merchant upon consultation between DEGICA and the Payment Service Providers.

#### **Article 21      Rectification Measures**

If DEGICA or the Payment Service Providers determine that a problem has arisen in allowing Merchant to use the Services as a result of an investigation pursuant to Article 19, of an inspection pursuant to Article 20, or of any other matters by DEGICA or the Payment Service Providers, DEGICA and the Payment Service Providers may demand necessary rectification by Merchant. In that case, if Merchant does not carry out the rectification demanded by DEGICA or the Payment Service Providers within a reasonable period of time, or DEGICA or the Payment Service Providers determine that the rectification by Merchant is insufficient, DEGICA may immediately cancel the Agreement.

#### **Article 22      Cancellation of Sales**

If Merchant rescinds, cancels, or finds to be invalid an agreement with the Customer for the sale or provision of Handled Products, Merchant shall promptly notify DEGICA and the Payment Service Providers through DEGICA without delay using the method prescribed by DEGICA and take the procedures prescribed by DEGICA and the Payment Service Providers.

#### **Article 23      Delay Damages**

If Merchant delays payment of money payable to DEGICA pursuant to the Agreement, Merchant shall pay delay damages to DEGICA at a rate of 14.6% per annum from the day immediately after the payment deadline (calculated daily based on a year of 365 days and rounding down any fraction of less than one yen) using the method set out by DEGICA.

#### **Article 24      Record Retention**

Merchant shall record any agreement with the Customer and any sales information for the sale or provision of Handled Products, maintain product shipping journals, and retain certificates or data on consignment of transportation, such as receipt forms, and other materials required by DEGICA and Payment Service Providers for seven (7) years, and present those records at any time upon request by DEGICA or Payment Service Providers.

#### **Article 25      Notices**

1. Notices to the other party shall be sent and received by mail, facsimile, or e-mail to such address as the other party has in advance. Notices are deemed to be received, in the case of mail, two (2) days after posting, and in the case of facsimile and e-mail, on arrival or on receipt of the delivery confirmation message.

2. Merchant shall promptly notify DEGICA of any change in name, trade name, location, Handled Products, or other matters contained in the required documents submitted to DEGICA; provided, however, that for a change to the Subject Website URL or e-mail address, a substantial change to advertising, or if otherwise set out by DEGICA or the Payment Service Providers, Merchant shall notify DEGICA in advance using the method prescribed by DEGICA and obtain DEGICA's approval.
3. Any notice, document sent, or other document, etc. from DEGICA or the Payment Service Providers to Merchant that is delivered late or fails to be delivered due to Merchant failing to provide the notice in the preceding paragraph is deemed to have been delivered to Merchant when it would normally have been delivered. DEGICA bears no responsibility for any damage incurred by Merchant as a result of such late delivery or failure of delivery.

#### **Article 26      No Assignment of Status**

1. Notwithstanding the provisions of the Payment Provider Agreement, Merchant may not assign its status under the Payment Provider Agreement or the Agreement to a third party.
2. Merchant shall not assign, pledge, provide as security, or otherwise dispose of any claims that it holds against the Payment Service Providers regarding the Services.
3. Any party that comprehensively succeeds to Merchant's status under the Agreement due to a merger, etc. shall notify DEGICA in such form as DEGICA may prescribe within twenty (20) days from the date of succession.

#### **Article 27      Duty of Confidentiality for Confidential Information**

1. Merchant and DEGICA shall not provide, disclose, or leak to a third party the confidential information, including technical, trade, or other secrets, ("Confidential Information") of the other party obtained through the performance of the Payment Provider Agreement or the Agreement without obtaining the prior written consent of the other party, or use Confidential Information for any purpose other than the purpose of the services set out in the Payment Provider Agreement or the Agreement.
2. Notwithstanding the provisions set forth in the preceding paragraph, information that the receiving party can prove falls under the following items is not included in the Confidential Information:
  - (1) Information already in the public domain when it was disclosed, or information that subsequently enters the public domain through no fault of the receiving party;
  - (2) Information legitimately obtained by the receiving party from a third party without bearing any confidentiality obligation;
  - (3) Information already held by the receiving party when it was disclosed;
  - (4) Information independently developed by the receiving party without relying on the disclosed information; and
  - (5) Information disclosed by the disclosing party to a third party without imposing any confidentiality obligation.
3. DEGICA may disclose the Confidential Information to a third party in any of the following cases:
  - (1) If used in the processing of ordinary transactions or maintenance of services for the Services;
  - (2) If disclosed or provided to contractors to the extent essential for delegation of its services as permitted in the Agreement;
  - (3) If used to confirm the identity (identity verification) of the Customer;
  - (4) If used to resolve a dispute;
  - (5) If disclosed in order to comply with Law or an order from a government agency or court of law; or
  - (6) If statistical data is disclosed in a form that does not identify Merchant.
4. DEGICA or the Payment Service Providers may collect and analyze part of the settlement data, and Merchant consents thereto in advance.
5. Merchant and DEGICA shall strictly manage the Confidential Information as secrets with the due care of a prudent manager. In addition, Merchant and DEGICA shall take measures necessary to prevent any loss, damage, leak, etc. of the Confidential Information, and bear responsibility for any loss, damage, leak, etc. of that information to the extent controllable by that party. Such measures include at a minimum those listed in the following items:

- (1) Limit its officers, employees and dispatched workers (collectively, "Personnel") who handle the Confidential Information to the minimum number necessary.
  - (2) Carry out necessary and appropriate supervision of Personnel, such as through education and training, after appropriately imposing continuing obligations such as confidentiality obligations, usage restrictions, and return obligations on its officers and employees from Personnel that handle the Confidential Information, even after their resignation or retirement, and requiring the dispatching business to impose the same obligations on dispatched workers.
6. If disclosing the Confidential Information to a third party with the consent of the other party or pursuant to Paragraph 3 Item 2, Merchant and DEGICA shall impose the same obligations as its own on that third party prior to such disclosure.
  7. If the Confidential Information of DEGICA or the Payment Service Providers are leaked or altered, or there is a likelihood thereof, Merchant shall notify DEGICA of that fact and follow DEGICA's instructions.
  8. Merchant and DEGICA shall scrupulously store the Confidential Information at its own responsibility, and if requested by the other party or the Payment Service Providers, or if instructed by the other party or the Payment Service Providers at the end of the Payment Provider Agreement or the Agreement, that party shall return or destroy the Confidential Information in accordance with those instructions.
  9. This article remains effective even after the end of the Payment Provider Agreement or the Agreement.

#### **Article 28      Resolution of Disputes**

1. Merchant shall establish a point of contact for complaints, inquiries, etc. from Customers, disclose it to Customers, and promptly respond to complaints, inquiries, etc.
2. If DEGICA or the Payment Service Providers receive a complaint from a Customer regarding Merchant's Handled Products, Merchant shall immediately take necessary measures to resolve that complaint in accordance with DEGICA's or the Payment Service Provider's instructions.
3. Merchant shall immediately notify DEGICA of the details of and, at its own responsibility and cost, resolve without delay any dispute with the Customer that arises over replacements, returns, delays in delivery or supply that is due to inferior quality, defect, volume shortfall, wrong product, non-arrival, damage or stains during transport, etc. of Handled Products sold by Merchant, price amount or payment thereof, Handled Products sold pursuant to the Payment Provider Agreement or the Agreement, interpretation of advertising, the communications process, or any other reason. Merchant shall immediately compensate DEGICA or the Payment Service Providers for any damage or expenses incurred as a result of such dispute.

#### **Article 29      Agreement Period**

1. The effective period of the Agreement is one (1) year from the establishment date of the Agreement, which shall be extended for a further one (1) year unless Merchant or DEGICA expresses its intention in writing not to renew the Agreement at least one (1) month prior to expiration of the agreement period, and the same applies thereafter (provided, however, that if the Payment Provider Agreement provides otherwise, the effective period of the Payment Provider Agreement shall be governed by the provisions of the Payment Provider Agreement).
2. If Merchant or DEGICA intends to terminate the Payment Provider Agreement or the Agreement early, that party shall notify the other party in writing at least three (3) months in advance (provided, however, that if the Payment Provider Agreement provides otherwise, the termination of the Payment Provider Agreement shall be governed by the provisions of the Payment Provider Agreement).
3. All agreements including the Payment Provider Agreement automatically end with the end of the Agreement between Merchant and DEGICA.

#### **Article 30      Amendment of these Terms of Use**

1. If an amendment to these Terms of Use, etc. is necessary, DEGICA may amend the terms and conditions of these Terms of Use, etc. without approval from Merchant on each occasion by giving notice to Merchant of or posting to DEGICA's website the content of the amendment beforehand (including notice by electromagnetic means). After the amendment of these Terms of Use, etc., the amended terms and conditions

of these Terms of Use, etc. apply. Merchant may view the latest version of these Terms of Use, etc. at any time on the website of the Services.

2. In the case of the preceding paragraph, Merchant may terminate the Agreement by providing at least one (1) month's prior written notice to DEGICA, unless one (1) month elapses from the day such notice is received or posted, without Merchant giving the advance notice.
3. DEGICA bears no responsibility for any damage incurred by Merchant due to the termination set forth in the preceding paragraph.

### **Article 31        Elimination of Anti-Social Forces**

1. DEGICA and Merchant represent and warrant that the following do not apply now and shall not apply in the future to itself, its parent company, subsidiary, or other related company or its officers or employees.
  - (1) Is or has been an organized crime group, a member of an organized crime group, an organized crime group quasi member, an organized crime group related company, a corporate racketeer, a group engaging in criminal activities under the pretext of conducting a social campaign or political activities, an organized crime group specializing in intellectual crimes, or any other organization or person equivalent to the above ("Anti-Social Forces");
  - (2) Has a relationship where its management is recognized as being controlled by Anti-Social Forces;
  - (3) Has a relationship where it is recognized that Anti-Social Forces are substantially involved in its management;
  - (4) Has a relationship where it is recognized that it inappropriately utilizes Anti-Social Forces, such as to generate wrongful gains for itself, its company, or a third party, or to damage a third party;
  - (5) Has a relationship where it is recognized as being involved with Anti-Social Forces such as by the provision of funds, etc., or the provision of favors to Anti-Social Forces;
  - (6) Has an officer or a person substantially involved in its management with a socially reprehensible relationship with Anti-Social Forces; or
  - (7) Allows Anti-Social Forces to use its name to enter into the Agreement.
2. DEGICA and Merchant pledge that it shall not carry out any act that falls under any of the following items, either by itself or through a third party.
  - (1) Violent demands;
  - (2) Threatening language or behavior or use of violence;
  - (3) Obstructing DEGICA's or the Payment Service Providers' business or damaging the reputation or credibility of DEGICA or the Payment Service Providers by spreading rumors or using fraudulent means or force;
  - (4) Unreasonable demands exceeding the scope of legal responsibility;
  - (5) Credit sales using a credit card held by the Customer without reasonable grounds; or
  - (6) Any act equivalent to those in the preceding items.
3. If Merchant breaches any of the representations and warranties or pledges set forth in the preceding paragraphs, regardless of whether there is intent or negligence, DEGICA may immediately suspend use of the Services, and may immediately cancel all or part of the Agreement without any formal demand.
4. Merchant shall compensate any damage caused to DEGICA or the Payment Service Providers as a result of Merchant breaching Paragraph 1 or 2.
5. Merchant may not claim damages from the other party on the grounds that the Agreement was cancelled pursuant to Paragraph 3.
6. Paragraphs 4 and 5 take precedence over the provisions on damages set out in the Agreement.

### **Article 32        Compensation for Damage**

1. Merchant shall appropriately perform the Source Transaction and shall ensure that DEGICA and Payment Service Providers do not incur damages as a result of default by Merchant.
2. Merchant shall compensate the Payment Service Providers or DEGICA for any damage incurred by the Payment Service Providers or DEGICA due to an act or omission by Merchant relating to the Payment Provider Agreement or the Agreement.

3. Merchant shall indemnify the Payment Service Providers and DEGICA for any loss, damage or expense incurred by the Payment Service Providers or DEGICA as a result of litigation or a claim by a third party made against the Payment Service Providers or DEGICA due to a breach of Law, agreement relating to Underlying Transaction, Payment Provider Agreement or this Agreement by Merchant.
4. DEGICA shall compensate Merchant for any damage to Merchant incurred due to a breach of the Agreement by DEGICA; provided, however, that the liability for damages is limited to direct and actual damage incurred by Merchant and does not include indirect damage such as loss of opportunity, and DEGICA bears no responsibility for Merchant's damage that arises out of a reasonable or unavoidable change or suspension of the Services or discontinuation of or error in the settlement processing service. In addition, the amount of damages owed by DEGICA to Merchant pursuant to the Agreement shall not exceed the total Merchant Service Fee (meaning the amount after deducting the fee prescribed by the Payment Service Providers) paid by Merchant to DEGICA over the past three (3) months at the time the damages are paid, unless the damages are caused by the willful intent or gross negligence of DEGICA.
5. Even if DEGICA becomes unable to provide all or part of the Services due to the end of an agreement for the payment services between DEGICA and DEGICA's delegated third party or the Payment Service Providers, that event shall not be considered a breach of the Agreement by DEGICA, regardless of the grounds for being unable to provide the Services, and DEGICA bears no responsibility for that.
6. Merchant confirms that DEGICA does not promise the actual recovery of payments, etc. from Customers or guarantee that payments, etc. shall be made by Customers. Settlements in accordance with the Services are executed or refused by the Payment Service Providers or Customers of Merchant's Handled Products, and DEGICA does not guarantee the execution thereof. DEGICA bears no responsibility for the settlement not being executed or being delayed, unless such non-execution or delay arises from non-performance of the Agreement that is attributable to DEGICA.

### **Article 33        Cancellation of Agreement**

1. If any of the following applies to Merchant, DEGICA may cancel the Agreement or the Payment Provider Agreement with a specific Payment Service Provider in whole or in part without any notification or formal demand to Merchant.
  - (1) When applying for the Services or a payment service, there is any falsity in any information provided or submitted by Merchant, or there is a material omission of fact;
  - (2) Merchant breaches a provision of the Agreement or the Payment Provider Agreement;
  - (3) A negotiable instrument or check from Merchant is dishonored or Merchant otherwise suspends payments;
  - (4) Merchant is subject to a petition for attachment, provisional attachment, provisional disposition, or other compulsory enforcement or delinquency disposition;
  - (5) Merchant is subject to a petition for bankruptcy, civil rehabilitation, corporate reorganization, or special liquidation;
  - (6) Merchant suspends or discontinues all or a material part of its business, receives an administrative disposition from a competent government agency, such as suspension of business, commences liquidation proceedings pursuant to a resolution for dissolution, etc., or commences voluntary liquidation;
  - (7) Merchant is found to have a material change in its credit status;
  - (8) Merchant is found to have misused the Services;
  - (9) Merchant's business or business conditions are determined as violating public order and morals;
  - (10) Merchant carries out an act that damages the reputation or credibility of DEGICA or the Payment Service Providers, or obstructs its business;
  - (11) Merchant breaches an agreement with a credit card company other than the Payment Service Providers;
  - (12) A material dispute or problem occurs with the Customer, such as a report of unauthorized use of the settlement method, or a claim or other complaint, etc. from the Customer regarding the Handled Products;
  - (13) Communication with Merchant is no longer possible;

- (14) Merchant discontinues or ceases the operation of the Subject Website, such as by closing down the Subject Website; or
  - (15) DEGICA or the Payment Service Providers otherwise determine that it is inappropriate to continue the Agreement.
- 2. If the Agreement is cancelled pursuant to the preceding paragraph, all payments by Merchant are automatically accelerated and in addition Merchant shall pay delay damages at the rate stipulated in Article 23 from the day after the acceleration date to the date payment is made in full (calculated daily based on a year of 365 days and rounding down any fraction less than one yen).
  - 3. Merchant shall compensate the Payment Service Providers and DEGICA for any damage they incur due to cancellation under Paragraph 1. In addition, if any situation in the items in Paragraph 1 arises, regardless of whether the Agreement is cancelled pursuant to Paragraph 1, DEGICA or the Payment Service Providers may withhold payment of all or part of the obligations pursuant to the Payment Provider Agreement or the Agreement without any notice, regardless of whether they occur before or after such situation arises. In that case, the Payment Service Providers and DEGICA bear no duty to pay statutory interest or other delay damages, excluding delay damages that arise prior to the occurrence of that situation.
  - 4. DEGICA bears no responsibility for any damage incurred by Merchant as a result of cancelling the Agreement pursuant to Paragraph 1.

#### **Article 34 Measures at End of Agreement**

- 1. If the Agreement ends, Merchant shall immediately cease giving notifications with respect to Handled Products and transaction incentive action premised on the Agreement.
- 2. Even after the end of the Agreement, Merchant and DEGICA shall, in accordance with the Agreement, handle transactions for which Merchant has received a request to purchase the Handled Products from Customers prior to the end of the Agreement and a sales claim has been made to the Payment Service Providers in the Services or transactions for which money has been deposited by the Customer.

#### **Article 35 Negotiation**

If any dispute arises regarding the interpretation of any of the provisions of this Agreement, it shall be resolved through mutual negotiation between Merchant and DEGICA, and the same shall apply to any changes to the provisions of this Agreement.

#### **Article 36 Governing Law**

The Agreement and all other executed agreements associated to the Agreement between Merchant and DEGICA are governed by the laws of Japan.

#### **Article 37 Jurisdiction**

The Tokyo District Court shall be the court of first instance with exclusive jurisdiction over any necessary litigation between Merchant and DEGICA relating to the Agreement. However, in the case of foreign residents who have no business, office or other location in Japan, disputes shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The place of arbitration shall be Tokyo, Japan, with one (1) arbitrator. Arbitral proceedings shall be conducted in English unless otherwise agreed in writing.

End of document

### Merchant Services Fee Rate Table

This Fee Rate Table is attached to the KOMOJU Merchant Services Terms of Use and constitutes a part of such Terms of Use.

1. The applicable fees under Article 8 of the Terms of Use are as follows.

Merchant Service Fee (rate):

	Rate (exclusive of tax)	Processing Currency
Credit Card		
Visa	3.25%	JPY
Mastercard	3.25%	JPY
JCB	3.25%	JPY
American Express	3.25%	JPY
Diners Club	3.25%	JPY
Discover	3.25%	JPY
Convenience Store		
Seven Eleven	2.75%	JPY
Lawson	2.75%	JPY
FamilyMart	2.75%	JPY
Ministop	2.75%	JPY
Daily Yamazaki	2.75%	JPY
Seicomart	2.75%	JPY
Bank		
Bank Transfer	1.40%	JPY
Pay-easy	2.75%	JPY
Digital Wallets		
Merpay (Physical Goods)	3.50%	JPY
Merpay (Digital Content)	9.00%	JPY
PayPay (Physical Goods)	3.50%	JPY
PayPay (Digital Content)	9.00%	JPY
Rakuten Pay (Physical Goods)	4.40%	JPY
Rakuten Pay (Digital Content)	8.40%	JPY
au PAY (Physical Goods)	3.50%	JPY
au PAY (Digital Content)	15.00%	JPY

d-barai (Physical Goods)	6.60%	JPY
d-barai (Digital Content)	15.00%	JPY
Apple Pay	3.25%	JPY
Electronic Money		
BitCash	12.00%	JPY
NET CASH*	12.00%	JPY
WebMoney*	12.00%	JPY
Mobile Carrier		
docomo (Physical Goods)	6.60%	JPY
docomo (Digital Content)	15.00%	JPY
au (Physical Goods)	6.60%	JPY
au (Digital Content)	15.00%	JPY
SoftBank (Physical Goods)	6.60%	JPY
SoftBank (Digital Content)	15.00%	JPY
Paidy		
Paidy (Physical Goods)	3.50%	JPY
Paidy (Digital Content)	9.00%	JPY



Global Payment	Rate (exclusive of tax)	Processing Currency
Bancontact	1.00% + 0.20 EUR	EUR
BLIK	3.00% + 0.50 PLN	PLN
Giropay	1.30% + 0.25 EUR	EUR
EPS	1.30% + 0.20 EUR	EUR
Multibanco	2.00%	EUR
MyBank	1.40% + 0.25 EUR	EUR
Paysafecard	10.00%	EUR
Przelewy24	2.20% + 1.15 PLN/0.25 EUR**	PLN
SOFORT	1.35% + 0.10 EUR	EUR
Sepa	0.35 EUR	EUR
UnionPay	2.80%	EUR, USD, CNY
Alipay	2.90% + 0.10 EUR/0.10 USD/10 JPY**	EUR, USD, CNY, JPY, GBP
WeChat Pay	2.90% + 0.10 EUR/0.10 USD/10 JPY**	EUR, USD, CNY, GBP
Alipay CN	2.90% + 10 JPY	JPY
Alipay HK	2.95%	JPY
Touch 'n Go	2.95%	JPY
GCash	2.95%	JPY
Dana	2.95%	JPY
KakaoPay	2.95%	JPY
TrueMoney	2.95%	JPY
Dragonpay	5.50%	PHP
GrabPay	3.30%	SGD
Doku	2.50% + 6,500 IDR	IDR
OVO (Physical Goods)	3.75%	IDR
OVO (Digital Content)	5.25%	IDR
FPX	2.50% + 1.00 MYR	MYR
Visa, Mastercard, American Express, Diners Club, JCB, Local Card Brands	4.50%	KRW
Visa, Mastercard	4.50%	USD, EUR, TWD, GBP, HKD, SGD, NZD, AUD,

		CHF, CAD, CNY, PHP, IDR, MYR, THB, VND
Toss	4.50%	KRW
Payco	4.50%	KRW
Happy Money	10.00%	KRW
Culture Voucher	10.00%	KRW
Mobile/Carrier Billing	10.00%	KRW
Pix	1.00% + 1.50 BRL	BRL
Visa, Mastercard, American Express, Diners, Elo, Hipercard	3.50% + 0.25 BRL	BRL

\* The timing for the start of provision by DEGICA to Merchant shall be separately communicated.

\* The above costs are rates for costs excluding consumption tax. If DEGICA reasonably determines that the consumption tax and local consumption tax (currently at a rate of 10% of costs, but subject to change as a result of amendments to legislation) apply, DEGICA shall invoice an amount equivalent to the consumption tax in addition to the above costs and Merchant shall pay such amount.

\*\* If more than one currency is indicated, the currency of the rate shall be determined by the currency of transaction.

2. DEGICA shall deduct the Merchant Service Fee, etc. for each month (excluding consumption tax) from the total amount for which settlement was carried out for purchase by Customers of Merchant's target products during that month and pay the balance to Merchant no later than the last day of the following month (if that day is a financial institution holiday, the following financial institution business day). The transfer fee is 220 yen for transfer amounts of less than 30,000 yen, or 410 yen for transfer amounts of 30,000 yen or more, and the transfer fee is borne by Merchant. Only yen accounts within Japan may be used at financial institutions receiving the payment (if DEGICA accepts payments in currency other than yen, it shall be converted at the rate designated by DEGICA). For overseas accounts, regardless of the amount to be transferred, the transfer fee shall be 2,500 yen for a Japanese yen remittance, 25 USD for a USD remittance, 25 EUR for a EUR remittance, or 30,000 KRW for a KRW remittance (in case where a remittance is made in multiple currencies, such remittance shall be made for each currency and the transfer fee will be charged for each currency to be remitted); provided, however, that transfers to an overseas account are limited to those approved by DEGICA and if the remittance amount is deemed by DEGICA to be less than 20,000 JPY equivalent, it shall be paid in aggregate with the next transfer. This minimum remittance amount for transfers to an overseas account may be raised if agreed between DEGICA and Merchant. If the Merchant wishes to exchange the currency in which DEGICA is to receive Payment into a currency designated by DEGICA (hereinafter referred to as the "Specified Currency") in accordance with the method prescribed by DEGICA, it shall deduct the exchange commission specified by DEGICA and convert the amount into the Specified Currency.

3. Notwithstanding the provisions of the preceding paragraph, if Merchant selects weekly for the payment schedule, DEGICA shall deduct the Merchant Service Fee, etc. for the period from Saturday to Friday each week (the "Weekly Period") from the total amount for which the Customer settled the purchase of Merchant's target products for the Weekly Period, and pay the remaining amount to Merchant by the Friday of the week following the Weekly Period (if that day is a financial institution holiday, the following financial institution business day); provided, however, that if the payment schedule is monthly and there is a request for a change to weekly after settlement has occurred at least once, the preceding paragraph applies to the settlement amount for the month in which the change was requested, and this paragraph applies from the first day of the month following the month in which

the change to a weekly payment schedule was requested. Notwithstanding paragraphs 2 and 3, if the currency to be remitted cannot be handled on the designated payment date, or if the remitting financial institution is unable to remit due to system failures or other reasons, payment shall be made on a date when the remitting financial institution is able to process the remittance.

4. Even if a refund or charge-back occurs (including those occurring due to testing), the Merchant Service Fee, etc. shall not be refunded to Merchant.

5. If Merchant executes a refund for a convenience store, bank, or Pay-easy settlement, Merchant shall pay to DEGICA a fee of 300 yen for each refund.

6. Customers separately bear a settlement fee of 190 yen per settlement for each Pay-easy settlement. Customers separately bear a settlement fee of 220 yen per settlement for each convenience store.

7. If there is a reasonable cause, such as an increase in fees or other costs payable to a Payment Service Provider that is to be borne by DEGICA, DEGICA may revise this Fee Rate Table by notifying the Merchant at least one (1) month in advance. If the Merchant continues to use the Services after the revision of the Fee Rate Table, the Merchant shall be deemed to have accepted the revised Fee Rate Table.

8. Time shall be calculated according to Japan Standard Time.

End of Fee Rate Table

## **Special Provisions Regarding Credit Card Payment Service**

### **Article 1           General Provisions**

These Special Provisions set out details for processing the execution by DEGICA, as the general agent of the Merchant, of the Payment Provider Agreement with the Credit Card Company and other matters with respect to transactions in which Customers who are Credit Card Members make a request to Merchant to purchase the Handled Products and carry out settlement by credit card online.

### **Article 2           Definitions**

In these Special Provisions, the terms listed in the following items have the meanings set out in the respective item, unless otherwise provided.

- (1) "Sales Information" means information regarding the fact that a Merchant sold or provided the Handled Products to the Customer, which is submitted to DEGICA and/or the Payment Service Provider.
- (2) "Sales Claim" means a claim for a payment for assignment of receivables, a claim for an advance payment, or any other claim from a Merchant to the Credit Card Company or the Payment Service Provider regarding the sale or provision of the Handled Products to the Customer.
- (3) "Credit Sale Payment" means payment for assignment of receivables, advance payment, or any other payment made by the Credit Card Company to Merchant (including cases of payment through any Credit Card Payment Service Provider) pursuant to the Payment Provider Agreement between the Credit Card Company and Merchant established in accordance with the Agreement.
- (4) "Credit Card Payment Service" means processing services, data processing operations, and other operations incidental thereto relating to the Payment in connection with credit card processing for Payments delegated by Merchant to be processed by DEGICA pursuant to the Agreement.

### **Article 3           General Agency**

1. Merchant grants to DEGICA the authority to act as Merchant's general agent with Credit Card Companies regarding the matters in the following items. During the effective period of the Agreement, Merchant may not withdraw the grant of such agency.
  - (1) Execution of agreements necessary for Merchant to receive Credit Card Payment Services from the Credit Card Company (including agreements that are currently or shall be executed ancillary to such agreements) and all acts incidental thereto;
  - (2) Report to the Credit Card Company;
  - (3) Requests to the Credit Card Company to approve sales, or orders for mail order sales;
  - (4) Obtaining sales approvals;
  - (5) Services relating to Sales Claims (including outsourcing, etc. the assignment of receivables or advance payments, if necessary) and cancellation of Sales Claims;
  - (6) Receipt of Credit Sale Payments from the Credit Card Company (including cases of payment through any Credit Card Payment Service Provider that is not the Credit Card Company);
  - (7) Services relating to refunds by Merchant to the Credit Card Company;
  - (8) Receipt of notifications, documents, etc. from the Credit Card Company, and notifications to the Credit Card Company;
  - (9) Services for carrying out all procedures (including perfection) required for the Credit Card Company to make a claim against the Customer;
  - (10) All services incidental to the aforementioned services; and
  - (11) Other services agreed to by Merchant and DEGICA and approved by the Credit Card Company.
2. DEGICA may change or add some or all of the Credit Card Companies that handle the same brand of credit card (the "Credit Card Brand"), and Merchant shall respond to any request from DEGICA for documents or other submissions required by DEGICA when changing or adding any Credit Card Company. If Merchant becomes a merchant for multiple Credit Card Companies handling credit cards for the same Credit Card Brand,

DEGICA may decide, at its own discretion, the acquirer Credit Card Company for the Credit Card Brand, and Merchant shall not object to that decision.

#### **Article 4 Merchant Application and Approval**

1. It is necessary to apply for new membership with the Credit Card Company and obtain the written approval of the Credit Card Company by submitting the following documents when executing the Payment Provider Agreement with the Credit Card Company. Therefore, Merchant shall delegate such administrative tasks to DEGICA, and cooperate as necessary with DEGICA in submitting the following documents, etc.
  - (1) New merchant application in the form prescribed by the Credit Card Company;
  - (2) Merchant-prepared confirmation letters in the form prescribed by the Credit Card Company; and
  - (3) Other materials requested by the Credit Card Company for merchant screening.
2. If, regarding an application under the preceding paragraph, the Credit Card Company deems Merchant suitable to be a merchant, the Credit Card Company shall notify DEGICA of approval of the new merchant, and thereby the Payment Provider Agreement shall be formed between Merchant and the Credit Card Company with the details set out in the merchant terms, etc. prescribed by the Credit Card Company. In that case, Merchant shall maintain and comply with the Payment Provider Agreement during the effective period of the Agreement.
3. If, regarding an application under Paragraph 1 of this article, the Credit Card Company deems Merchant unsuitable to be a merchant, the Credit Card Company may reject Merchant's new membership. In that case, the Credit Card Company and DEGICA shall not disclose the reason for the rejection to Merchant.
4. If there is a change in the content of an application submitted to DEGICA pursuant to Paragraph 1 of this article, Merchant shall provide prior written notice to DEGICA of the details of that change, etc.

#### **Article 5 Merchant Notice and Approval Matters**

With regard to the type and contents of the handling store, Handled Products, etc. regarding credit sales carried out by Merchant, it is necessary to provide written notice to the Credit Card Company before obtaining the approval of the Credit Card Company, and, accordingly, Merchant shall delegate such administrative tasks to DEGICA and cooperate as necessary with DEGICA, such as by submitting the relevant documents. In addition, if there is a change in the type or details of the handling store, Handled Products, etc., Merchant shall promptly notify DEGICA in writing and obtain the approval of the Credit Card Company.

#### **Article 6 Merchant's Responsibilities**

1. If due to grounds attributable to Merchant, Merchant causes damage to the Credit Card Company in connection with a transaction based on the Payment Provider Agreement, the Agreement, or another agreement, Merchant shall not cause inconvenience to DEGICA, including bearing responsibility to compensate for damage incurred by the Credit Card Company.
2. If the Credit Card Company claims that it has incurred damage or is likely to incur damage for reasons attributable to Merchant, Merchant shall promptly and in good faith, following the directions of the Credit Card Company or DEGICA, prevent the expansion of the damage or provide compensation.
3. If DEGICA or the Credit Card Payment Service Provider (limited to providers regarding the Credit Card Payment Service used by Merchant) causes damage to the Credit Card Company in connection with the Agreement or the Payment Provider Agreement, Merchant consents to the Credit Card Company requiring Merchant to be jointly and severally liable with DEGICA and the Credit Card Payment Service Provider to compensate damage incurred by the Credit Card Company.

#### **Article 7 Online Advertising**

1. Online advertising planned or produced, etc. by Merchant (simply "Advertising") is created at Merchant's responsibility and expense and executed at Merchant's responsibility; provided, however, that if instructed by the Credit Card Company, Merchant shall notify the Credit Card Company through DEGICA beforehand on the contents of the Advertising.
2. Merchant shall observe the following in the production of Advertising in that the Advertising:

- (1) Does not violate the Act on Specified Commercial Transactions, Installment Sales Act, the Act Against Unjustifiable Premiums and Misleading Representations, the Copyright Act, the Trademark Act, laws related thereto, and other Law (including Law of a foreign country);
- (2) Does not include the following information or set up a link to a website that includes any of the following information:
  - (i) Information likely to cause an erroneous decision by the Credit Card Member;
  - (ii) Information that violates public order and morals or Law and Regulations;
  - (iii) Information that is false;
  - (iv) Information that damages the reputation or credibility of another;
  - (v) Information that contains obscene expressions or nude images;
  - (vi) Information that infringes patent rights, utility model rights, design rights, trademark rights, copyrights, likeness rights, or any other rights of another person;
  - (vii) Information containing a computer virus; or
  - (viii) Other information that DEGICA or the Credit Card Payment Service Provider determines as inappropriate.
- (3) Displays the following matters:
  - (i) The address and store of Merchant;
  - (ii) Merchant's telephone number, e-mail address, and other points of contact for inquiries, and operating hours;
  - (iii) The name of the representative of Merchant;
  - (iv) The price and the time of delivery or the time of provision of the Handled Products;
  - (v) Special provisions related to mail order sales transactions;
  - (vi) That the agreement regarding the sale or provision of Handled Products is an agreement between the Customer and Merchant, and DEGICA and the Credit Card Payment Service Provider bear no responsibility regarding the Handled Products;
  - (vii) That the cardholder is prohibited from ordering in a name other than the cardholder's own name;
  - (viii) The point of contact for receiving complaints and its operating hours; and
  - (ix) Other matters set out in the Payment Provider Agreement or matters deemed necessary by the Credit Card Payment Service Provider.
3. Merchant shall not use the trademarks of DEGICA, the Credit Card Payment Service Provider, or the Credit Card Company and shall not establish a link to the website of DEGICA, the Credit Card Payment Service Provider, or the Credit Card Company without the prior written approval of DEGICA, the Credit Card Payment Service Provider, or the Credit Card Company.
4. If the Payment Provider Agreement or the Agreement ends or if directed by DEGICA, the Credit Card Payment Service Provider, or the Credit Card Company, Merchant shall immediately remove Advertising to the effect that the Customer may use its card set out in Paragraph 2 above and any trademark or link used in accordance with the approval in the preceding paragraph.
5. All of Merchant's Advertising shall be subject to the Payment Provider Agreement and the Agreement.
6. Merchant shall display all product prices in Japanese yen in notices regarding Handled Products.
7. As a general rule, Merchant shall accept the return or exchange of Handled Products for a period of two (2) weeks from the date of sale, and shall clearly state that fact within the Advertising; provided, however, that if in light of the particular nature of the Handled Products, returns or exchanges are not accepted, or the return or exchange period is less than two (2) weeks, Merchant shall obtain the approval of the Credit Card Payment Service Provider through DEGICA in advance, and if Merchant obtains the approval of the Credit Card Payment Service Provider, Merchant shall clearly state that returns or exchanges are not accepted at the time of sale.
8. DEGICA and the Credit Card Payment Service Provider may display Merchant's name for the purpose of advertising and promoting DEGICA and the Credit Card Payment Service Provider.

## **Article 8            Obtaining Sales Approval**

Merchant shall obtain sale approval from the Credit Card Company, in the manner prescribed by DEGICA, with DEGICA as Merchant's agent, for all cases in which a request is received from the Customer for sale or provision

of Handled Products using a credit card as the payment method. DEGICA, the Credit Card Payment Service Provider, and the Credit Card Company bear no responsibility for Credit Sale Payments for mail order sales carried out without obtaining sale approval from the Credit Card Company.

#### **Article 9            Identity Verification and Handling Suspicious Transactions**

1. If Merchant receives a request for sale or provision from the Customer, Merchant shall confirm that it is a request using a valid credit card and that the Customer is the registered holder of the credit card.
2. In case of any of the following events, Merchant shall immediately notify DEGICA, reject the transaction, and follow DEGICA's instructions.
  - (1) When a means of payment under a different name from that of the Customer is presented;
  - (2) When an application for payment appears to be invalid, forged, or altered;
  - (3) When the person presenting payment is obviously suspicious or behaves in a suspicious manner;
  - (4) When it can be judged that the payment method is being used fraudulently; or
  - (5) If any other use of a payment method is deemed suspicious.
3. Merchant shall not allow payment for the Service using a payment method that has been notified by DEGICA as invalid due to loss, theft, or other reasons; and
4. If a transaction is conducted in violation of the preceding two clauses, Merchant shall be liable for the full amount of the transaction.
5. Merchant shall resolve, at its own responsibility and expense, all disputes that arise due to Merchant selling or providing the Handled Products by misidentifying someone other than the registered holder of the credit card as the authorized holder of the credit card, and DEGICA, the Credit Card Payment Service Provider, and the Credit Card Company bear no responsibility for such dispute.
6. Merchant shall cooperate if any of the events in Paragraph 2 occur and DEGICA asks for cooperation with reporting usage of payment methods.
7. Merchant shall cooperate if DEGICA asks for cooperation with prevention of fraudulent use of payment methods.

#### **Article 10           Ownership of Handled Products**

If the Credit Card Company pays the Credit Sale Payment to DEGICA, ownership of the Handled Products transfers from Merchant to the Credit Card Company, unless otherwise set out by the Credit Card Company and the Customer.

#### **Article 11           Classification of Payment for Mail Order Sales by Credit Card Payment Service**

1. The payment method that Customers may use in the Credit Card Payment Service is as designated by DEGICA.
2. If the Customer selects a payment method not designated by DEGICA, DEGICA, the Credit Card Payment Service Provider, and the Credit Card Company may withhold payment to Merchant.

#### **Article 12           Sales Information**

1. If Merchant sends or provides the Handled Products that have been paid for by credit card, Merchant shall submit to DEGICA the sales slip or Sales Claim data submitted by DEGICA to the Credit Card Company (collectively, "Credit Card Sales Information") in accordance with DEGICA's prescribed method.
2. Merchant shall make the date stipulated below as the date of sale for submissions of the Credit Card Sales Information in the preceding paragraph.
  - (1) If Merchant sells goods, the date on which the goods are sent; or
  - (2) If Merchant provides a service, the service provision date.
3. Merchant shall not carry out the following matters when submitting the Sales Information in Article 12.1.
  - (1) Recording of Sales Information other than Sales Information generated by mail order sales, such as cash advances and collection of past accounts receivable;
  - (2) Revision of sales data;
  - (3) Submission of Sales Information for one transaction by splitting into multiple transactions; or
  - (4) Submission of inconsistent or irregular Sales Information, such as recording a date that differs from the facts or a fictitious or inflated Credit Sale Payment.

### **Article 13        Sales Claims under Credit Card Payment Service**

1. If DEGICA sends the Sales Information pursuant to Article 12.1 to the Credit Card Company and that Credit Card Sales Information arrives at the Credit Card Company from DEGICA, Merchant shall be deemed to have made the Sales Claim for Credit Sale Payment pertaining to that Credit Card Sales Information (including the outsourcing, etc. the assignment of receivables or advance payments, if necessary).
2. If Merchant does not submit the Sales Information pursuant to Article 12.1 to DEGICA so that it reaches the Credit Card Company by the deadline set out separately by DEGICA, Merchant acknowledges that DEGICA bears no duty to submit the Credit Card Sales Information to the Credit Card Company, and that the Credit Card Company may refuse the credit card Sales Claim for that Credit Sale Payment, and in that case, DEGICA, the Credit Card Payment Service Provider, and the Credit Card Company bear no responsibility for the collection of that Credit Sale Payment.
3. If an event set forth in any item of Article 33.1 of the Terms of Use occurs in relation to Merchant, DEGICA may cancel all of Merchant's credit card Sales Claims against the Credit Card Company. In that case, Merchant shall immediately pay to the Credit Card Company through DEGICA the Credit Sale Payments that have already been paid.

### **Article 14        Payment of Credit Sale Payments**

1. The cut-off date for Credit Sale Payments and date of payment to Merchant are as per the Fee Rate Table, and remittance fees are borne by Merchant.
2. DEGICA may set off by an equal amount the monetary obligations of Merchant to DEGICA against the payment obligations of DEGICA to Merchant under Paragraph 1 without any notice, and to the extent such set-off takes place, delivery of the Credit Sale Payment received by Proxy Receipt is not required.

### **Article 15        Refusal or Withholding of Payment by Credit Card Payment Service Providers**

1. If any of the following items apply, DEGICA and the Credit Card Payment Service Provider may cancel the acceptance of the credit card Sales Claim (including cancellation of any outsourcing, etc. of assignment of receivables or advance payments) or withhold payment to Merchant.
  - (1) If the agreement for the sale or provision of Handled Products between Merchant and the Customer is cancelled, rescinded, or made invalid, or Merchant receives a request for return of products, etc. from the Customer;
  - (2) If Article 12.3 of these Special Provisions is breached;
  - (3) If there is a false entry in Credit Card Sales Information;
  - (4) If a person other than the registered holder or a person who is not eligible as the Credit Card Member (including those whose use is suspended) uses a credit card;
  - (5) If the Customer objects in relation to the agreement for the sale or provision of the Handled Products due to reason such as having no recollection of using the credit card or a price discrepancy;
  - (6) If Merchant does not retain transaction records and documents of agreements for the sale or provision of the Handled Products, and Merchant is unable to comply with the submission of documents related to transactions based on such records;
  - (7) If there is a cause attributable to Merchant, and the Credit Card Payment Service Provider or the Credit Card Company receives a request from the Customer for refusal or withholding of payment, etc. of Credit Sale Payments;
  - (8) If an event set out in any item of Article 33.1 of the Terms of Use occurs;
  - (9) If a credit card Sales Claim is made after the period set out by DEGICA has elapsed;
  - (10) If Merchant breaches the Agreement or the Payment Provider Agreement; or
  - (11) If any other matter is determined by DEGICA, the Credit Card Payment Service Provider, or the Credit Card Company as inappropriate.
2. If DEGICA, the Credit Card Payment Service Provider, or the Credit Card Company deems it necessary to carry out an investigation, Merchant acknowledges that DEGICA, the Credit Card Payment Service Provider, or the Credit Card Company may withhold payment of Credit Sale Payments until the investigation is completed.



3. If DEGICA, the Credit Card Payment Service Provider, or the Credit Card Company cancels the receipt of a credit card Sales Claim, or if DEGICA is notified that there is a likelihood of such cancellation by the Credit Card Payment Service Provider or the Credit Card Company, Merchant acknowledges that DEGICA, the Credit Card Payment Service Provider, and the Credit Card Company bear no duty to make any payment to Merchant with respect to transactions pertaining to such credit card Sales Claim.
4. Merchant acknowledges that, if the Credit Card Payment Service Provider or the Credit Card Company withholds a payment or notifies DEGICA that there is the likelihood of such withholding of payment, DEGICA may also withhold payment.
5. Interest does not accrue on any payment that DEGICA withholds.
6. If Merchant bears an obligation to the Credit Card Payment Service Provider, the Credit Card Payment Service Provider may set off the Credit Sale Payment payable to Merchant against that obligation.
7. Even in the case of Article 15.1, Merchant shall not be released from bearing or paying the Merchant Service Fee pertaining to services already provided by DEGICA in relation to the credit sale pertaining to such cancellation or withholding, and DEGICA shall not bear a duty to refund to Merchant the received or set off Merchant Service Fee.

#### **Article 16      Refund of Payment for Products in Credit Card Settlement**

In the case of Article 15.1, if the Credit Sale Payment is already paid by the Credit Card Company, DEGICA, the Credit Card Payment Service Provider, or the Credit Card Company may demand that Merchant refund that Credit Sale Payment or may set off an amount equivalent to that Credit Sale Payment from the Credit Sale Payment to be paid by DEGICA, the Credit Card Payment Service Provider, or the Credit Card Company to Merchant in the next or subsequent following instances. If demanded by DEGICA, the Credit Card Payment Service Provider, or the Credit Card Company, or if the payment is insufficient to set off that Credit Sale Payment, Merchant shall immediately pay to DEGICA, the Credit Card Payment Service Provider, or the Credit Card Company the amount to be refunded.

#### **Article 17      Returns**

1. If Merchant receives a request from the Customer for the return of products, etc. and accepts such request, Merchant shall handle the return as follows.
  - (1) With the date that it takes receipt of the products, etc. as the return date, Merchant shall immediately make a request to DEGICA for return handling, filling in the necessary matters prescribed by the Credit Card Company, and submit those details to the Credit Card Company through DEGICA in the manner prescribed by the Credit Card Company; and
  - (2) Merchant shall follow any specific directions from DEGICA.
2. Merchant shall not directly refund the relevant credit card charge to the Customer without following the procedure under the preceding paragraph.

#### **Article 18      Cancellation of Credit Sales**

If Merchant cancels a credit sale to the Customer, Merchant shall promptly notify DEGICA and the Credit Card Company through DEGICA, in the manner prescribed by DEGICA.

#### **Article 19      Disputes Regarding Installment Sales**

1. If the Customer asserts an affirmative defense for the suspension of payments to the Credit Card Company pursuant to Article 30-4 or Article 30-5 of the Installment Sales Act, Merchant shall immediately endeavor to resolve the grounds for that affirmative defense.
2. If the assertion of an affirmative defense for the suspension of payments under the preceding paragraph is made prior to the payment of the Credit Sale Payment by the Credit Card Company, the Credit Card Company may withhold or refuse the payment of the Credit Sale Payment unless the grounds for affirmative defense are resolved, and if the assertion is made after the payment of the Credit Sale Payment by the Credit Card Company, Merchant shall without delay refund the Credit Sale Payment through DEGICA once there is a claim from the Credit Card Company.

## **Article 20            Investigation and Improvement**

1. If Merchant determines that there is a suspected breach of the Agreement, the Payment Provider Agreement, or Law with respect to credit sales, or if requested by DEGICA, the Credit Card Payment Service Provider, or the Credit Card Company, Merchant shall, without delay and at its own expense, carry out any investigation necessary to rectify and prevent recurrence (including digital forensic investigation; the same applies hereinafter), and shall formulate and implement a plan with the necessary and appropriate content for rectification and recurrence prevention based on the results of that investigation. In that case, Merchant shall report each time to DEGICA without delay on the results of the investigation, the details of the plan for rectification and recurrence prevention, and the schedule for the formulation and implementation thereof.
2. If DEGICA determines that Merchant is suspected of breaching the Agreement, the Payment Provider Agreement, or Law, or if DEGICA receives a request from the Credit Card Payment Service Provider or the Credit Card Company, DEGICA may request that Merchant investigate or respond with regard to necessary matters, or itself investigate the terms of Merchant's credit sales, promotion and advertising, Handled Products, etc. by an appropriate method. In that case, Merchant shall respond to such request or cooperate with the investigation by DEGICA immediately after receiving such request or notification of commencement of investigation by DEGICA.
3. DEGICA may submit to the Credit Card Payment Service Provider or the Credit Card Company any information, materials, etc. obtained through Merchant's reports or responses in the preceding two paragraphs or through DEGICA's investigation.
4. If an event that falls under any of the following items occurs, DEGICA may demand improvement or suspension of the terms of Merchant's credit sales, promotion and advertising, or Handled Products in connection to such event, and Merchant shall comply with such demand at its own expense.
  - (1) If DEGICA finds that the terms of Merchant's credit sales, promotion and advertising, or Handled Products are in breach of, or are likely to be in breach of, the Agreement, the Payment Provider Agreements, or Law based on reasonable grounds;
  - (2) If DEGICA, the Credit Card Payment Service Provider, or the Credit Card Company receives from any Customer who is or intended to be the buyer pertaining to Merchant's credit sale a complaint, demand for investigation, demand for refund of payment or compensation for damage, etc. in connection with such credit sale or the products under the credit sale, in or out of court;
  - (3) If DEGICA, the Credit Card Payment Service Provider, or the Credit Card Company is subject to an assertion from a third party that the third party's copyright, reputation, credibility, privacy, or other rights or legal interests have been infringed in connection to the terms of Merchant's credit sales, promotion and advertising, or Handled Products;
  - (4) If DEGICA receives a request for an investigation under Article 20.2 from the Credit Card Payment Service Provider or the Credit Card Company; or
  - (5) If the Credit Card Payment Service Provider or the Credit Card Company finds that the terms of Merchant's credit sales, advertising, or Handled Products are inappropriate (irrespective of whether the reason is disclosed by the Credit Card Company).

## **Article 21            Protective Measures for Telecommunication Data**

1. If DEGICA transmits or receives data through telecommunications lines in relation to the performance of the Agreement, DEGICA shall execute reasonable protective measures such as encryption as demanded by the Credit Card Company that is the target of the data, and if DEGICA receives a demand for improvements in relation to such protective measures from the Credit Card Company, DEGICA shall make the required improvements.
2. If the protective measures under the preceding paragraph are breached or there is a likelihood of those measures being breached, DEGICA may immediately suspend communication of credit card settlement data related to the Credit Card Company, and shall promptly notify the Credit Card Company of that fact, and after such protective measures are restored, DEGICA shall not carry out data communication for those Services in relation to credit card settlements pursuant to the Payment Provider Agreement between the Credit Card Company and Merchant until the Credit Card Company approves the resumption of the transmission and receipt of data.

3. DEGICA bears no responsibility with regard to damage to Merchant that occurs due to a failure to provide the Services related to credit card settlement arising out of the handling pursuant to the preceding paragraph.

#### **Article 22      Special Provisions Related to Suspension of Services**

1. If circumstances corresponding to any of the following arise, DEGICA may suspend the provision of all or part of the Services to Merchant after giving prior notice to Merchant.
  - (1) If DEGICA recognizes, based on reasonable grounds, that Merchant has breached the Payment Provider Agreement;
  - (2) If DEGICA determines that the Customer refuses or there is a likelihood that the Credit Card Company shall refuse payment of a credit card charge by the Customer due to the product subject to Merchant's credit sale being the incorrect product or of an incorrect quantity or having quality issues or other defects, or due to the delivery or provision of the product being incomplete, etc.;
  - (3) If Merchant is refused payment of Credit Sale Payment or receives a refund claim from the Credit Card Company; or
  - (4) If otherwise set out in the Payment Provider Agreement.
2. Notwithstanding the provisions of the preceding paragraph, if unavoidable in an emergency, it is sufficient for DEGICA to immediately provide notice after the fact in lieu of prior notice under the preceding paragraph.
3. Paragraph 1 does not preclude the suspension of provision of the Services pursuant to Article 13 of the Terms of Use.

#### **Article 23      Duty of Confidentiality for Personal Information**

1. Merchant shall maintain the confidentiality of all information regarding individual Customers or Credit Card Members ("Personal Information") that Merchant learns under the Agreement, and shall not provide, disclose, or leak Personal Information to a third party without obtaining the prior written consent of DEGICA, the Credit Card Payment Service Provider, and the Credit Card Company, or use Personal Information for any purpose other than the purpose of the services set out in the Payment Provider Agreement or the Agreement.
2. The information set out below is included in the Personal Information in the preceding paragraph.
  - (1) Information relating to individual Credit Card Members that is exchanged offline in paper form, etc. between Merchant, DEGICA, the Credit Card Payment Service Provider, and the Credit Card Company;
  - (2) Information relating to individual Credit Card Members that Merchant receives directly from DEGICA, the Credit Card Payment Service Provider, or the Credit Card Company (e.g., written applications);
  - (3) Information relating to individual Credit Card Members that Merchant or DEGICA receives not via the Credit Card Company (e.g., Merchant Sales Information); and
  - (4) Information relating to individual Credit Card Members that is registered on the host computers of Merchant or DEGICA through the use of a credit card (e.g., transaction information or balance information).
3. Merchant shall take necessary measures so that there is no loss, damage, leak, etc. of Personal Information, and bears responsibility for any loss, damage, leak, etc. of Personal Information.
4. Merchant shall scrupulously store Personal Information at its responsibility, and if the Payment Provider Agreement or the Agreement ends, Merchant shall immediately return Personal Information to the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA; provided, however, that if instructed by the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA, Merchant shall return or destroy Personal Information in accordance with those instructions.
5. If DEGICA is delegated the handling of Personal Information retained by Merchant or gathers the Personal Information of Merchant's Customers in place of Merchant in order to handle the services in accordance with the Agreement, DEGICA shall appropriately handle and manage the Personal Information in accordance with the spirit of Law on the protection of Personal Information, including the Act on the Protection of Personal Information. In addition, if DEGICA saves, processes, or sends Credit Card Member data, DEGICA shall comply with PCI DSS security standards to the extent that DEGICA carries out management itself.
6. This Article 23 remains effective even after the end of the Payment Provider Agreement or the Agreement.

#### **Article 24      Management of Credit Card Numbers**

1. Of the Personal Information in Article 23, Merchant shall not handle credit card numbers, etc. (including the numbers, symbols, and other codes set out in Article 2(3)(i) of the Installment Sales Act that the Credit Card Company grants to users in the course of their business operations; the same applies hereinafter), unless necessary for carrying out credit sales or there are other justifiable grounds.
2. Merchant shall take necessary and appropriate measures (such as satisfying the PCI DSS security standards or not keeping credit card numbers. Hereinafter referred to as “Leakage/Unauthorised Use Prevention Measures”) to prevent the occurrence of any incident such as the destruction, damage, leak, etc. (“Leak”) of credit card numbers, etc. in accordance with the Installment Sales Act, other Law, the Credit Card Security Guidelines (established by the Credit Transaction Security Council), the Agreement and the Payment Provider Agreement, and shall handle credit card numbers, etc. with the due care of a prudent manager in order to prevent any incident such as the Leak of credit card numbers, etc. In addition, Merchant shall not handle credit card numbers, etc. in a manner that impedes the sound development of credit card transactions or does not protect the interests of users.
3. The specific methods and manner of Leakage/Unauthorised Use Prevention Measures taken by Merchants for the proper management of credit card numbers, etc. under the preceding paragraph shall include measures to ensure the non-retention of credit card numbers, etc. if the Merchant is not PCI DSS certified, (provided, however, that if a subcontractor is PCI DSS certified, and the name of such subcontractor is disclosed to DEGICA, the handling of credit card numbers, etc. by such subcontractor shall be permitted), and other points shall be in accordance with methods separately notified by the Merchant to DEGICA.
4. Notwithstanding the provisions of the preceding paragraph, if, due to technological developments, changes in the social environment or other reasons, the method or manner in which the Merchant takes Leakage/Unauthorised Use Prevention Measures for the proper management of card numbers, etc. may be in breach of Law and Regulations, or if it is otherwise particularly necessary to prevent a Leak of card numbers, etc., DEGICA may, if necessary, request a change in such method or manner, and the Merchant shall comply with such request.
5. If an incident such as a Leak of credit card numbers, etc. occurs or the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA determines that there are reasonable grounds to determine that an incident such as a Leak has occurred in relation to Merchant, Merchant shall promptly report to the Credit Card Payment Service Provider, the Credit Card Company, and DEGICA on the date and time of the occurrence of an incident such as a Leak, the details of that incident, and other detailed matters. If instructed by the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA, Merchant shall contact the Credit Card Members for whom the incident, such as a Leak, has occurred. If Merchant does not follow instructions given by the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA without delay, DEGICA, the Credit Card Payment Service Provider, or the Credit Card Company may, without obtaining Merchant’s prior consent, publish the fact of the Leak, or notify the Credit Card Members regarding whom the incident, such as a Leak, has occurred.
6. If an incident such as a Leak of credit card numbers, etc. occurs or the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA determines that there are reasonable grounds to determine that an incident such as a Leak has occurred in relation to Merchant, Merchant shall immediately ascertain the circumstances of the incident, prevent the spread of the incident, and promptly carry out an investigation (including identification of the credit card numbers, etc. pertaining to the incident) into the cause of the incident in response to the circumstances of the incident, and within ten (10) business days of the occurrence of the incident, report the cause of the incident such as the Leak to the Credit Card Payment Service Provider, the Credit Card Company, and DEGICA, and after taking measures required to prevent recurrence (including necessary and appropriate guidance to Merchant’s employees), Merchant shall report the details of those measures to the Credit Card Payment Service Provider, the Credit Card Company, and DEGICA in writing.
7. If an incident such as a Leak of credit card numbers occurs, or if the Credit Card Payment Service Provider, Credit Card Company or DEGICA has reasonable grounds to believe that an incident such as a Leak has occurred at the Merchant, the Merchant shall immediately report this to DEGICA, and shall also report the following matters without delay:
  - (1) Leak, or investigation of the existence of a Leak, and, if a Leak is confirmed, the period of occurrence, the scope of impact (including identification of the card numbers, etc. subject to a Leak), and the timing

- and method of investigation, prior to the implementation of the investigation of the cause of the occurrence and other facts;
- (2) Investigation into whether there has been a Leak and, if a Leak has been confirmed, the period of occurrence, the scope of impact (including identification of the card numbers, etc. subject to a Leak), and the progress and results of the investigation of the cause of the occurrence and other facts;
  - (3) Content of plan to prevent secondary damage and recurrence, and the schedule for its formulation and implementation;
  - (4) Timing, method, scope and content of public announcement or notification to affected members as necessary of the facts of the Leak and the measures taken to prevent secondary damage; and
  - (5) Matters relating thereto in addition to the preceding items, which are required by DEGICA.
8. If the Credit Card Company or DEGICA deems the measures in the preceding paragraph to be insufficient, if it is necessary to prevent the occurrence of an incident similar to the Leak in the event that an incident such as the Leak of credit card numbers etc. has occurred at another Credit Card Company merchant, or if the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA otherwise deems it necessary, the Credit Card Company or DEGICA may demand that Merchant improve such measures, carry out other necessary measures or undergo guidance, and Merchant shall comply therewith at its own expense; provided, however, that guidance by the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA does not exempt Merchant from liability. Measures and guidance carried out by the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA include, but are not limited to, the following:
- (1) System diagnosis using an audit company designated by the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA; and
  - (2) Suspension of credit sales.
9. If Merchant receives notice of a credit card number, etc., Merchant shall take necessary and appropriate measures to properly confirm whether the notice is given by the user to whom the credit card number, etc. has been granted by the Credit Card Company, etc. and to otherwise prevent unauthorized use, and if there is unauthorized use in relation to Merchant, Merchant shall take necessary measures to prevent similar unauthorized use.

#### **Article 25      Handling of Personal Information in the Event of Sub-Contracting**

1. If Merchant delegates the handling of services regarding the Payment Provider Agreement or the Agreement to a third party (the "Sub-Contractor"), Merchant shall select a contractor that satisfies a sufficient level of protection of Personal Information (including credit card numbers, etc.), and shall execute an agreement with the contractor that includes details of a duty of confidentiality imposed on the contractor that is equivalent to that imposed on Merchant under the Payment Provider Agreement or the Agreement; provided, however, that Merchant shall obtain the prior written consent of DEGICA for the appointment of the contractor, appropriately supervise the contractor, such as by including contract provisions in the contract (Unless otherwise specified, this refers to provisions to ensure compliance with Articles 35-16 and 35-17-15 of the Installment Sales Act and Articles 22 to 27 of the Personal Information Protection Act at the contractor.) with the relevant contractor that DEGICA requires from the standpoint of compliance with Laws, and be responsible for the conduct of the relevant contractor.
2. This Article 25 remains effective even after the end of the Payment Provider Agreement or the Agreement.

#### **Article 26      Management of Credit Card Numbers when Sub-Contracting**

1. If Merchant delegates the handling of credit card numbers, etc. to a Sub-Contractor, Merchant shall do so in accordance with the criteria under the Payment Provider Agreement and the Agreement and shall provide guidance to the Sub-Contractor and take other necessary measures to ensure that credit card numbers, etc. are properly managed.
2. If an incident such as a Leak of credit card numbers, etc. occurs in relation to Sub-Contractor or the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA determines that there are reasonable grounds to determine that an incident such as a Leak has occurred in relation to the Sub-Contractor, after promptly receiving a report from the Sub-Contractor on the date and time of an incident such as a Leak, the details of that incident, and other detailed matters, Merchant shall promptly report to the Credit Card Payment

Service Provider, the Credit Card Company, and DEGICA on the date and time of the occurrence of the incident such as the Leak, the details of that incident, and other detailed matters in accordance with provisions separately set out by the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA. If instructed by the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA, Merchant shall contact the Credit Card Members for whom the incident such as a Leak has occurred.

3. If an incident such as a Leak of credit card numbers, etc. occurs in relation to the Sub-Contractor, or the Credit Card Payment Service Provider, the Credit Card Company, and DEGICA determine that there are reasonable grounds to determine that an incident such as the Leak has occurred in relation to the Sub-Contractor, Merchant shall cause the Sub-Contractor to immediately ascertain the circumstances of the incident, prevent the spread of the incident, and promptly carry out an investigation into the cause of the incident in response to the circumstances of the incident (including identification of the credit card numbers, etc. pertaining to the incident), and within ten (10) business days of the occurrence of the incident, Merchant shall, after causing the Sub-Contractor to report the cause of the incident of the Leak, cause the Sub-Contractor to take measures required to prevent recurrence that are satisfactory to the Credit Card Payment Service Provider, the Credit Card Company, and DEGICA (including necessary and appropriate guidance to the Sub-Contractor's employees), and Merchant shall report the details of those measures to the Credit Card Payment Service Provider, the Credit Card Company, and DEGICA in writing.
4. If the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA deems the measures in the preceding paragraph to be insufficient, if it is necessary to prevent the occurrence of a similar incident to the Leak in the event that an incident such as the Leak of credit card numbers etc. has occurred at another merchant, or if the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA otherwise deems it necessary, the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA may demand that Merchant improve such measures or have the Sub-Contractor undergo necessary guidance equivalent to that in Article 24.8, and Merchant shall comply with that demand for guidance; provided, however, that demand for guidance by the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA does not exempt Merchant or the Sub-Contractor from liability.
5. If the Sub-Contractor receives notice of a credit card number, etc., Merchant shall cause Sub-Contractor to take necessary measures to properly confirm whether the notice is given by the user, etc. to whom the credit card number, etc. has been granted by the Credit Card Company, etc. and to otherwise prevent unauthorized use, and if there is unauthorized use of credit card numbers, etc., to take necessary measures to prevent recurrence based on the circumstances of such occurrence.
6. Merchant shall set out in the agreement with the Sub-Contractor the duties of the Sub-Contractor that shall be necessary in order to allow the realization of DEGICA's rights set out in this Article 26.

#### **Article 27        Petitions Filed by Third Parties**

1. If a third party, including the Credit Card Member, files a petition to claim compensation for damage or other petition against the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA, either through litigation or alternative dispute resolution, regarding the destruction, damage, or Leak of Personal Information, Merchant shall cooperate completely with the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA regarding the investigation and resolution, etc. of such petition.
2. If the petition filed by a third party in the preceding paragraph against the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA falls within the scope of responsibility of Merchant set out in Article 32 of the Terms of Use, Merchant shall bear all expenses required for the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA to resolve such petition to a reasonable extent.
3. The provisions of this Article 27 remain effective even after the end of the Payment Provider Agreement or the Agreement and apply *mutatis mutandis* to any case in which a third party files a petition for compensation for damage, etc. against the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA regarding the destruction, damage, or Leak of Confidential Information.

#### **Article 28        Personal Information Security Management Measures**

1. Merchant shall install a manager for Personal Information (the "Personal Information Manager"), and the Personal Information Manager shall take appropriate measures so that there is no use of Personal Information

outside of its purpose or Leak of Personal Information other than for the purpose of Personal Information at the Merchant.

2. Merchant shall not use Personal Information included in order data sent by Customers for any purpose other than purposes permitted by Law and Regulations. In addition, if Merchant uses Personal Information for a purpose other than purposes permitted by Law and Regulations, or provides, discloses, or leaks Personal Information to a third party without the Customer's consent, Merchant shall immediately report to the Credit Card Payment Service Provider, the Credit Card Company, and DEGICA, and shall follow the instructions of the Credit Card Payment Service Provider, the Credit Card Company, and DEGICA.
3. If the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA recognizes that the Leak of Personal Information by Merchant is the result of inadequate security management measures (including, but not limited to, weaknesses in computers or servers installed by Merchant), the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA may give necessary and reasonable guidance to Merchant, and Merchant shall take necessary measures based on such guidance.

#### **Article 29      Acquisition, Retention, and Use of Credit Information**

Merchant (including individual representatives; the same applies from this Article 29 until Article 35; excluding individual representatives in regard to anything that from the context is clearly addressed solely to corporations) consents to the Credit Card Company, the Credit Card Payment Service Provider, or DEGICA acquiring, retaining, and using the following information pertaining to Merchant (such information, collectively, the "Merchant Information") after taking protective measures deemed appropriate by the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA for the purpose of the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA screening transactions with Merchant, merchant management after becoming a Merchant and screening pertaining to the continuation of transactions, and businesses of the Credit Card Company, the Credit Card Payment Service Provider, or DEGICA, or other use separately set out by the Credit Card Company. In addition, Merchant consents to the use of Merchant Information for the purpose of screening at the time of applying for membership pertaining to other merchants due to reasons including the prevention of duplicate membership or duplicate agreements, and management after membership and screening pertaining to the continuation of transactions.

- (1) Merchant's trade name (name), address, postal code, and telephone (or facsimile) number; representative's name, gender, address, date of birth, and home telephone number, and other information reported by Merchant at the time of the membership application or the time of notification of an amendment;
- (2) Membership application date, Payment Provider Agreement date, Payment Provider Agreement end date, and information relating to transactions with Merchant and the Credit Card Company;
- (3) Information on Merchant's credit card handling status (including credit cards from other companies);
- (4) Information relating to Merchant's credit, credit card usage status, payment status, payment history, etc. acquired by the Credit Card Company, the Credit Card Payment Service Provider, or DEGICA;
- (5) Information relating to matters set forth in confirmation documents such as Merchant's operating license;
- (6) Information relating to matters set forth in certified copies of the registry, residence certificates, tax payment certificates, etc. that the Credit Card Company, the Credit Card Payment Service Provider, or DEGICA acquire from Merchant or a public organization using legal and appropriate methods;
- (7) Information relating to Merchant disclosed in the official gazette, telephone book, residential maps, etc.;
- (8) Information relating to Merchant published by a public organization, consumer group, news organization, etc. and details obtained through research by the Credit Card Company, the Credit Card Payment Service Provider, or DEGICA regarding the details of such information; and
- (9) Any petition for bankruptcy, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings, or the commencement of other insolvency proceedings, or other credit information regarding Merchant.

#### **Article 30      Inquiries to and Registration with Credit Bureaus**

1. Merchant consents to the Credit Card Company with which Merchant has executed the Payment Provider Agreement obtaining information on Merchant from another Credit Card Company or a financial institution,

or a credit bureau, etc. that the Credit Card Company is a member of (collectively, “Credit Bureaus”), and to that information being used for screening carried out at the time of the membership application, management-related work, or further screening regarding eligibility after membership.

2. Merchant consents to the registration of credit information based on objective transaction facts that arise due to the Payment Provider Agreement or the Agreement with Credit Bureaus, and to that information being used by those Credit Bureaus for the purpose of their own transaction judgments.

#### **Article 31      Registration and Sharing with the Merchant Information Exchange Center**

If Merchant determines that an act has been carried out that lacks protection of the Customer, etc. as a result of the Payment Service Provider confirming facts based on a complaint from the Customer, Merchant consents to its information ((i) i.e., Merchant’s name, address, and telephone number, and (ii) the name, date of birth, etc. of Merchant’s representative) being registered with the merchant information exchange center operated by the Japan Consumer Credit Association or the merchant information exchange center of which DEGICA or the Payment Service Provider is a member (the “Center”), and to information being shared with Payment Service Providers that are members of that Center.

#### **Article 32      Disclosure, Correction, and Deletion of Personal Information**

1. Merchant’s representative may request that the Credit Card Company and the Center disclose Personal Information on the representative himself or herself by the method prescribed by the Credit Card Company and the Center in accordance with the provisions of the Act on the Protection of Personal Information.
2. If it is discovered that the Merchant Information retained by DEGICA or the registered details that DEGICA registered with the Center are inaccurate or false, DEGICA shall promptly take measures to correct or delete such information.

#### **Article 33      No Consent to Articles 29 through 31**

If Merchant does not wish to state the matters that are required to be stated by Merchant in the Payment Provider Agreement or the Agreement (i.e., matters that are to be stated in the written contract by a party to the contract), or if Merchant cannot approve of all or part of the content of Articles 29 through 31 of this Exhibit, Merchant consents to the Credit Card Company or DEGICA refusing to execute the Payment Provider Agreement or the Agreement or cancelling the Payment Provider Agreement or the Agreement; provided, however, that this Article 33 does not restrict the freedom of decision-making by the Credit Card Company or DEGICA regarding the execution of the Payment Provider Agreement or the Agreement.

#### **Article 34      Use of Merchant Information After End of Agreement**

Merchant consents to the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA retaining and using Merchant Information to the extent necessary for business for the prescribed period set out by Law and Regulations and the Credit Card Payment Service Provider, the Credit Card Company, or DEGICA after the Payment Provider Agreement or the Agreement ends.

#### **Article 35      Special Provisions Pertaining to Non-Face-to-Face Transactions**

If a Merchant adds a website for Credit Card Payment Services after October 31, 2022, the Merchant must continue to comply with the following in relation to credit card payments made through that website.

- (1) Restrict the IP addresses from which administrators can access the system; if IP addresses cannot be restricted, set up access restrictions such as basic authentication on the administration screen;
- (2) Adopt two-step or two-factor authentication to prevent unauthorized use of acquired accounts.
- (3) Enable the account lock function on the login form of the administrator screen and lock the account after 6 or more failed login attempts (\*Six or more for PCI DSS);
- (4) Do not place important files in public directories (Keep certain directories private. Place important files in directories other than public directories.);
- (5) Configure settings such as limiting the file extensions and files that can be uploaded by the web server or web application;



- (6) Conduct vulnerability assessments or penetration tests on a regular basis and take necessary corrective actions;
- (7) As countermeasures against SQL injection vulnerabilities and cross-site scripting vulnerabilities, use plug-ins without such vulnerabilities and upgrade software versions;
- (8) If a web application has been developed or customized, conduct a source code review to confirm that it has been securely coded. At that time, input values of input forms should also be checked;
- (9) Install anti-virus software for malware detection/removal, etc., update signatures and perform periodic full scans.

**Article 36            Display of Logos**

When a Merchant displays a trademark of a Credit Card Payment Service Provider, a merchant mark prescribed by a Credit Card Payment Service Provider, or any other logo, etc. designated by DEGICA (hereinafter referred to as the “Service Logo”) to indicate to Customers that Credit Card Payment Services are available, Merchant shall comply with the rules (including guidelines pertaining to Service Logos, etc.) provided by the Credit Card Payment Service Provider.

## **Special Provisions Regarding Convenience Store Payment Service**

### **Article 1 General Provisions**

These Special Provisions set out matters regarding the Convenience Store Payment Service, and if Merchant uses the Convenience Store Payment Service, these Special Provisions shall apply.

### **Article 2 Definitions**

In these Special Provisions, the terms listed in the following items have the meanings set out in the respective item, unless otherwise provided in these Special Provisions.

- (1) “Convenience Store Payment Service” means processing services, data processing operations, and other operations incidental thereto relating to the Payment in connection with convenience store processing for Payments delegated by Merchant to be processed by DEGICA pursuant to the Agreement.
- (2) “Convenience Store Payment Information” means processing information pertaining to Payments at the Convenience Store Payment Store.
- (3) “Convenience Store Payment Store” means a store that is directly operated by the Convenience Store Payment Service Provider or a store that handles processing services for Payments and that is a franchisee that has executed a franchise agreement, etc. with the Convenience Store Payment Service Provider.

### **Article 3 Convenience Store Payment Service Details**

The details of the Convenience Store Payment Service are set out in the following items.

- (1) Receiving from Convenience Store Payment Service Providers and delivering to Merchant Payments processed through Customers carrying out procedures prescribed by DEGICA at Convenience Store Payment Stores;
- (2) Receiving Convenience Store Payment Information on DEGICA’s servers and making it available to Merchant; and
- (3) Other services that are incidental or related to those in the two preceding items.

### **Article 4 Delivery of Payments**

1. DEGICA shall deliver to Merchant by bank transfer the balance obtained after deducting the Merchant Service Fee detailed in the Fee Rate Table from the Payment. Merchant bears any bank transfer fees.
2. The settlement dates and delivery dates for Payments are as detailed in the Fee Rate Table.
3. Notwithstanding the two preceding paragraphs, if Merchant causes DEGICA or the Convenience Store Payment Service Provider to carry out the Convenience Store Payment Service pertaining to illegal Products, etc. provided in the Agreement, DEGICA may withhold payment of the processed Payment from Merchant.

### **Article 5 Merchant Service Fee**

1. Merchant shall pay to DEGICA the Merchant Service Fee in accordance with the provisions of the Fee Rate Table.
2. If it is necessary to attach a revenue stamp to a receipt when carrying out the Convenience Store Payment Service, Merchant bears the revenue stamp fee set out in the Stamp Tax Act.

### **Article 6 Negotiations with Customers**

Merchant shall carry out all negotiations with Customers regarding claims for Payments, and DEGICA does not bear a duty to explain the details of Payments, or make a demand for Payment, etc., to Customers.

### **Article 7 Exemptions**

1. Merchant shall handle at its responsibility and expense the debt/credit relationship and all other matters between Merchant and Customers, and disputes between Merchant and Customers in accordance therewith, and DEGICA bears no responsibility in regard thereto.

2. If DEGICA is no longer able to collect Payments from the Convenience Store Payment Service Provider, such as if the Convenience Store Payment Service Provider goes bankrupt, DEGICA bears no duty to deliver Payments to Merchant, to the extent that such Payments are no longer able to be collected.

#### **Article 8 Intellectual Property Rights**

Merchant confirms that the copyrights, trademark rights, and other intellectual property rights regarding the software provided by DEGICA to implement the Convenience Store Payment Service (the “Software”) belong solely to DEGICA.

#### **Article 9 License**

1. DEGICA grants Merchant the license to use the Software required for the Convenience Store Payment Service during the period of the Agreement, and the cost is as set out below.
  - (1) If using general-purpose packaged software designated by DEGICA, there is a cost, which shall be borne by Merchant.
  - (2) If adding additional functions, etc. to general-purpose packaged software designated by DEGICA, there is a cost for configuration, which shall be borne by Merchant.
2. Merchant shall not install the Software except on devices approved in advance by DEGICA. If Merchant intends to change the device on which the Software is installed, Merchant shall communicate that fact to DEGICA beforehand and obtain DEGICA’s approval.
3. Merchant shall not reproduce the Software, regardless of the reason.
4. Merchant shall not alter the Software or incorporate the Software into other software without the prior written permission of DEGICA.
5. Merchant shall use the Software only for purposes regarding the Convenience Store Payment Service pursuant to the Agreement.
6. Merchant shall not sell, loan, or assign the Software to a third party or sublicense the Software without the prior written permission of DEGICA.
7. If the Agreement ends due to the expiration of the effective period of the Agreement or due to cancellation or other grounds, Merchant shall immediately cease using DEGICA’s trademarks, the Software, etc.

## **Special Provisions Regarding Bank Transfer Payment Service**

### **Article 1           General Provisions**

These Special Provisions set out matters regarding the processing services, data processing operations, and other operations incidental thereto relating to the Payment in connection with bank transfer processing for Payments delegated by Merchant to be processed by DEGICA pursuant to the Agreement (“Bank Transfer Payment Service”), and if Merchant uses the Bank Transfer Payment Service, these Special Provisions shall apply. Furthermore, the provisions of Exhibit 2 apply *mutatis mutandis* to the Bank Transfer Payment Service to the extent possible by their nature.

### **Article 2           Bank Transfer Payment Service Details**

The details of the Services regarding bank transfer settlement are set out in the following items.

- (1) If the Customer selects bank transfer settlement as the payment method for Payments for products, to guide the Customer to information for the bank account to transfer payments to using the method prescribed by DEGICA and providing a bank transfer settlement method; and
- (2) If the Customer completes the payment procedures prescribed by DEGICA in the bank transfer settlement method in Item (1) and the Payment for products is received by Proxy Receipt by the Bank Transfer Payment Service Provider, for DEGICA to pay to Merchant the balance obtained by deducting the Merchant Service Fee detailed in the Fee Rate Table regarding the Bank Transfer Payment Service from the amount of the Payment subject to Proxy Receipt in accordance with the Agreement.

### **Article 3           Transfer Fee**

The Customer bears the transfer fee for any transfer by the Customer using the Bank Transfer Payment Service.

## Special Provisions Regarding Pay-easy Payment Service

### Article 1 General Provisions

These Special Provisions set out matters regarding the processing services, data processing operations, and other operations incidental thereto relating to the Payment in connection with Pay-easy processing for Payments delegated by Merchant to be processed by DEGICA pursuant to the Agreement (“Pay-easy Payment Service”), and if Merchant uses the Pay-easy Payment Service, these Special Provisions shall apply. Furthermore, the provisions of Exhibit 2 apply *mutatis mutandis* to the Pay-easy Payment Service to the extent possible by their nature.

### Article 2 Pay-easy Payment Service Details

The details of the Services regarding Pay-easy settlement are set forth in the following items.

- (1) If data pertaining to a Pay-easy settlement in the data format prescribed by DEGICA regarding the amount of the Payment, etc., or other matters prescribed by DEGICA on the sale or provision for a product for which Merchant is the seller is sent through telecommunications lines, DEGICA shall receive such data via DEGICA’s system, prepare data in the data format prescribed by the Pay-easy Payment Service Provider in accordance with such received data, and send such prepared data to the Pay-easy Payment Service Provider’s computer system through telecommunications lines, and if data on a Pay-easy settlement pertaining to such Payment (the “Pay-easy Processing Information Data”) is sent from the relevant Convenience Store Payment Service Provider through telecommunications lines, DEGICA shall receive the same via DEGICA’s system, prepare data prescribed by DEGICA on such Pay-easy settlement in accordance with the Pay-easy Processing Information Data received, and send such prepared data to Merchant’s System through telecommunications lines.
- (2) In accordance with the data in Item (1) above sent to the Pay-easy Payment Service Provider, DEGICA shall cause an e-mail containing the payment number and information required for the Pay-easy settlement to be sent from the Pay-easy Payment Service Provider to the buyer of the product in Item (1) above, or cause data on such information to be sent to the internet banking server of the designated financial institution pertaining to such Pay-easy settlement through telecommunications lines.
- (3) If the designated financial institution is instructed using the information in Item (2) for account transfer of an amount equal to the amount of the Payment for the product in Item (2), DEGICA shall cause the designated financial institution to execute such account transfer and receive such transfer in the account of such financial institution.
- (4) If the Payment in Item (3) is subject to Proxy Receipt by the designated financial institution through the receipt of the transfer in Item (3), DEGICA shall pay to Merchant in accordance with the Agreement the balance obtained by deducting the Merchant Service Fee and transfer fees detailed in the Fee Rate Table for the Services regarding Pay-easy settlements (including the amount equal to the service fees, etc. and transfer fees for the Pay-easy Payment Service Provider and the designated financial institution) and the amount equal to consumption tax thereon from the amount of such Payment subject to Proxy Receipt.
- (5) DEGICA shall provide a management page over the internet and other services set out by DEGICA as services incidental or related to the four preceding items.

## **Special Provisions Regarding Electronic Payment Service**

### **Article 1 General Provisions**

These Special Provisions set out matters regarding Merchant's sales activities, etc. pertaining to electronic settlement using payment methods other than the Credit Card Payment Service, the Convenience Store Payment Service, the Bank Transfer Payment Service, and the Pay-easy Payment Service (collectively, the "Electronic Payment Service"), and if Merchant uses the Electronic Payment Service, these Special Provisions shall apply.

### **Article 2 Delegation to DEGICA and Grant of General Agency**

1. Merchant delegates to DEGICA the services in the following items and grants to DEGICA the authority to act as Merchant's general agent with the Electronic Payment Service Provider, and DEGICA accepts such authority.
  - (1) Execution of agreements necessary for Merchant to receive Electronic Payment Services from the Electronic Payment Service Provider (including outsourcing, etc. the assignment of receivables or advance payments, if necessary, and including agreements that are currently or shall be executed ancillary to such agreements) and acts incidental thereto;
  - (2) Proxy requests to the Electronic Payment Service Provider to process settlement of product payments using electronic settlement;
  - (3) Receipt from the Electronic Payment Service Provider of information on the deposit of collected product payments;
  - (4) Receipt from the Electronic Payment Service Provider of collected product payments;
  - (5) Reports and notices to the Electronic Payment Service Provider, and receipt of notices from the Electronic Payment Service Provider;
  - (6) Other acts carried out as a merchant in accordance with the Payment Provider Agreement with the Electronic Payment Service Provider;
  - (7) Services for carrying out all procedures (including perfection) required for the Electronic Payment Service Provider to make a claim against the Customer;
  - (8) Other services agreed to by Merchant and DEGICA; and
  - (9) Other services incidental or related to the preceding items.
2. DEGICA may sub-contract the services in the preceding items to a third party designated by DEGICA as necessary, and in that case, DEGICA may grant such third party the right to further sub-contract such services in accordance with the agency granted by Merchant pursuant to the preceding paragraph.
3. Merchant may not withdraw all or part of the grant of agency under Paragraph 1 during the effective period of the Agreement.
4. DEGICA may add electronic settlement that is compatible with the Electronic Payment Service, and Merchant shall respond to a request from DEGICA for documents or other submissions required for those procedures when adding electronic settlement.

### **Article 3 Electronic Payment Service Details**

1. If the Customer selects electronic settlement as the payment method for the product payment in Mail Order Sales, DEGICA shall transfer the information pertaining to Mail Order Sales that comprises the settlement data prescribed by the Electronic Payment Service Provider to the Payment Service Provider's server and shall provide the Customer with the means to process the settlement using the method prescribed by the Electronic Payment Service Provider. Furthermore, the details of the settlement method prescribed by the Electronic Payment Service Provider are set out separately in a manual, system specification document, or other material provided by DEGICA.
2. If the Customer completes the payment procedures prescribed by the Electronic Payment Service Provider in the settlement processing method in the preceding paragraph (the "Payment Procedures"), DEGICA shall collect Payments by receiving consideration for the amount equal to the Payment from the Customer through the Electronic Payment Service Provider; provided, however, that if the Customer chooses to make payment

via electronic settlement but the Payment Procedures are not completed by the Customer due to a reverse transaction for those funds, a failure in Merchant's, DEGICA's, or the Electronic Payment Service Provider's system, or for another reason, such collection shall not be carried out.

3. Merchant consents to payment of the Payment by the Customer being deemed complete upon the Electronic Payment Service Provider's receipt of consideration for the amount equal to the Payment from the Customer in accordance with the preceding paragraph (including, but not limited to, subtraction of electronic money in an amount equal to the Payment).
4. If the Payment Procedures by the Customer are completed in accordance with Paragraph 2 and the relevant Payment Procedure completion information is received from the Electronic Payment Service Provider, DEGICA shall promptly notify Merchant of such information.
5. If DEGICA receives Payment by Proxy Receipt from the Electronic Payment Service Provider, DEGICA shall pay Merchant the amount remaining after deducting the Merchant Service Fee in accordance with the Fee Rate Table.

#### **Article 4            Mobile Carrier Settlement**

1. This article sets out the provisions on settlement methods that mobile carriers (the "Payment Service Provider" in these Special Provisions) provide of the payment services (such settlement method, "Mobile Carrier Settlement"), and if Merchant uses Mobile Carrier Settlement, the provisions of this article shall apply. If there is a conflict between the provisions of the main body of the Terms of Use or Article 1 through 3 above and this article, the provisions of this article shall prevail.
2. Merchant shall comply with the PG Multi-Payment Service Terms of Use, Early Payment Service Terms of Use, and other regulations, rules, and instructions, etc. set out by the Payment Service Provider regarding the use of Mobile Carrier Settlement (as revised). If Merchant uses Mobile Carrier Settlement, Merchant shall comply with the Mobile Phone Settlement Service General Merchant Terms and other regulations, rules, and instructions, etc. (as revised) set out by the Payment Service Provider regarding the use of such Mobile Carrier Settlement.

## Special Provisions Regarding Appointment of Receiving Agent

### Article 1      General Provisions

These Special Provisions Regarding Appointment of Receiving Agent (hereinafter these “Special Provisions”) shall apply to Merchants who appoint an entity other than such Merchant as the receiving agent of payments.

### Article 2      Appointment of Receiving Agent

1. Merchant may apply for an appointment of a third party as its agent to receive the funds that DEGICA pays to Merchant.
2. Regarding the application in the previous paragraph, Merchant shall make clear to DEGICA its relationship with the agent (e.g., The company is a group company of Merchant.) and the reason the receiving agent is necessary.
3. If DEGICA makes a payment to the account of the third party designated by Merchant according to the application in Paragraph 1, Merchant shall be regarded as having received such payment in relation with the Terms of Use.

### Article 3      Change and Withdrawal of Receiving Agent

1. Merchant may change its receiving agent or the bank information of the receiving agent by sending a two (2) weeks prior notice in the form designated by DEGICA.
2. Merchant may withdraw its receiving agent by sending a two (2) weeks prior notice to the following email addresses:

Legal Department	legal@komoju.com
Accounting Department	accounting@degica.com
Sales Department	sales@degica.com

3. In the event that, for reasons such as insufficient time having elapsed between the time when the notice pursuant to the preceding paragraph arrives and the due date for payment, there may be a delay in switching the receiving agent to the Merchant and payment may be made to the receiving agent. Such payment shall be treated as valid payment between DEGICA and Merchant, and the payment shall be settled between the Merchant and the receiving agent.
4. Regardless of Paragraph 1, DEGICA may allow for a change in receiving agent even if two (2) weeks have not passed from when a Merchant has applied, and Merchant shall make no objection to such treatment.
5. Merchant agrees that DEGICA shall not be liable for any damages incurred due to Merchant’s failure to notify DEGICA in accordance with Paragraphs 1 or 2.

### Article 4      Anti-Money Laundering Measures

Merchant acknowledges that DEGICA has the right at any time to suspend acceptance of Merchant's designation of a receiving agent pursuant to Article 2 or 3 of these Special Provisions if DEGICA deems it appropriate for anti-money laundering purposes, compliance purposes, or for any other legitimate purpose or if DEGICA deems that the information submitted in accordance with these Special Provisions is false. In such case, any payments made by DEGICA to Merchant shall be made directly to Merchant and not to the receiving agent.

### Article 5      Prohibited Items

When appointing a receiving agent, Merchant shall not engage in any of the following acts:

- (1) Using a receiving agent to make payments for illegal activities or for payments related to illegal activities; and



- (2) Excluding the preceding item, any act that is notified by DEGICA through the management screen, etc. as prohibited.

#### **Article 6 Representations and Warranties**

Merchant shall represent and warrant the following:

- (1) Payment to the receiving agent using the appointment of receiving agent does not fall under payments that require permits under the Foreign Exchange and Foreign Trade Act or any other Law or, if it is a payment that requires a permit, it has received such permit.
- (2) If payment to the receiving agent using the appointment of receiving agent is subject to withholding tax, etc. in accordance with applicable Law, Merchant shall withhold and pay such tax.
- (3) Payment to the receiving agent using the appointment of the receiving agent does not violate Law.
- (4) The receiving agent, its officers, or its beneficial owners do not fall under the category of antisocial forces.
- (5) The receiving agent, its officers, or its beneficial owners do not fall under any of the following:
  - (a) Sanctioned Persons under the Foreign Exchange and Foreign Trade Act;
  - (b) Published International Terrorists under the International Terrorist Asset-Freezing Act on Special Measures Concerning Asset Freezing;
  - (c) Persons subject to U.S. OFAC regulatory sanctions; or
  - (d) Persons subject to EU financial sanctions.
- (6) The payment's Underlying Transaction is not a transaction that is illegal or offensive to public morals.

#### **Article 7 Relation with Terms of Use**

The Terms of Use shall apply to all matters not stipulated in these Special Provisions.

#### **Article 8 Remaining Clauses**

1. Even if this Agreement is terminated, it may take time for the change of receiving agent to be reflected on DEGICA's system, and the transfer may be made in accordance with the entity designated by the Merchant prior to such change. In such case, these Special Provisions shall apply to the extent necessary for such processing.
2. In addition to the preceding paragraph, if there are unfulfilled financial obligations at the time of termination of this Agreement, these Special Provisions shall continue to apply to the extent necessary to fulfill such obligations.
3. In addition to the preceding paragraphs, the provisions of Articles 5 and 6 of these Special Provisions shall continue to apply after the termination of this Agreement.

## **Consent Terms on the Handling of Merchant Information**

### **Article 1      Consent to Acquisition, Retention, and Use of Information on Merchants**

1. Merchants and the representatives of merchants agree that DEGICA may acquire, retain, and use the following information about Merchant (hereinafter collectively referred to as "Merchant Transaction Information") subject to protective measures deemed appropriate by DEGICA for the purpose of , and conducting product development or market research related to the merchant's own operations or business, including screening at the time of merchant application for the Agreement, conducting investigations after the execution of the Agreement, and screening for continued transactions. In addition, Merchant agrees that DEGICA may use Merchant's information to screen other merchants for reasons such as the prevention of double membership or double contracting, as well as to screen the merchant's management and continuation of transactions after the merchant becomes a merchant of DEGICA.
  - (1) Information provided by the merchant at the time of application or notification of change, including the merchant's trade name, address, postal code, telephone (fax) number, representative's name, gender, address, date of birth, and home telephone number
  - (2) Date of application for membership, date of merchant agreement, date of termination of merchant agreement and information on transactions between the merchant and DEGICA
  - (3) Information on the items listed on the business license and other verification documents of the merchant
  - (4) Information on items such as certified copy of register, certificate of residence, tax payment certificate, etc. obtained by DEGICA from merchants or public institutions through legal and proper methods
  - (5) Information on merchants published in official gazettes, telephone directories, residential maps, etc.
  - (6) Information on merchants released by public agencies, consumer groups, media organizations, etc., and information obtained through our investigation of the contents of such information
  - (7) Filings for bankruptcy, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings, or commencement of other bankruptcy proceedings, and other credit information concerning merchants
2. The provisions of this article shall remain in force even after the termination of this Agreement.

### **Article 2      Registration with the Merchant Information Exchange Center and Consent to Joint Use**

DEGICA shall jointly use merchant information in accordance with Article 27, Paragraph 5, Item 3 of the Personal Information Protection Law as follows:

- (1) Merchant Information Exchange System  
The Japan Consumer Credit Association ("JCA") is accredited by the Minister of Economy, Trade and Industry in accordance with Article 35-18 of the Installment Sales Act. JCA collects, organizes, and provides information necessary to protect the interests of users (credit card users), etc., which is one of its accreditation duties, through the Merchant Information Exchange Center ("JDM Center").
- (2) Reporting and Use of Information Collected from Merchants, etc.  
Member companies of the Merchant Information Exchange System ("JDM Members") shall collect and use the information specified in "3) b) Information for Joint Use" and report such information to the JDM Center for joint use by JDM Members for the purpose of screening merchants upon receiving a merchant agreement application, conducting merchant investigations after concluding a merchant agreement, taking measures against merchants, and conducting reviews regarding continued transactions, etc.
- (3) Joint Use of Merchant Information
  - (a) Purpose of Joint Use  
Regarding the Merchant Information Exchange System operated as a business of an authorized installment sales association as stipulated in the Installment Sales Act, the purpose of our reporting to JDM of and provision/joint use by JDM Members of information regarding acts by merchants that are not protective of users, etc. (including acts that are suspected to be such acts and acts for which it is difficult to determine whether or not they fall under such acts) and information regarding merchants that is necessary for the protection of users, etc., as well as

information regarding activities of merchants that may interfere with the proper management of credit card numbers, etc. and the prevention of unauthorized use of credit card numbers, etc. ("Appropriate Management of Credit Card Numbers, etc.") and information on merchants necessary for the Appropriate Management of Credit Card Numbers, etc. is to improve the accuracy of screening by JDM Members when entering into or during a merchant agreement, to eliminate corrupt merchants, to promote Appropriate Management of Credit Card Numbers, etc. and to contribute to the sound development of credit card transactions and consumer protection.

(b) Information for Joint Use

- (1) Details and explanations for investigations necessary for the handling of complaints concerning the merchant, etc. in credit card transactions.
- (2) Details and explanations for the termination of a merchant agreement due to an act that is not in line with the protection of users, etc. in relation to the business pertaining to credit card.
- (3) Details and explanations for investigations necessary to ensure the appropriate management of credit card numbers, etc. by the relevant merchant, etc. under the merchant agreement.
- (4) Details and explanations for measures (including termination of the merchant agreement) taken against the merchant in recognition of the fact that the measures taken by said merchant, etc. for the appropriate management of credit card numbers, etc. under the merchant agreement do not conform or are likely to not conform to the standards stipulated in the Installment Sales Act.
- (5) Information on objective facts concerning acts that cause unjust damage to JDM members, users, etc. (including acts that are suspected to fall under this or for which it cannot be determined whether or not they fall under this)
- (6) Information that is determined to be an act that fails to protect users, etc. (including information that is suspected to be such an act and information that makes it difficult to determine whether such an act has been committed) from information submitted to JDM members by users, etc. (not limited to those who have already entered an agreement).
- (7) Information on activities by merchants that interfere with the management of credit card numbers, etc.
- (8) Information collected by the JDM Center regarding facts and details published by administrative agencies (e.g., information published as a violation or potential violation of the Act on Specified Commercial Transactions, etc.)
- (9) Other information related to acts that fail to protect users, etc.
- (10) The name, address, telephone number, and date of birth of the relevant merchant pertaining to each of the above items (in the case of a corporation, the name, address, telephone number, corporation number, and name and date of birth of the representative). However, with respect to the information in item (vi) above, which makes it difficult to determine whether the relevant act has been committed, the name and date of birth (in the case of a corporation, the name and date of birth of the representative) shall be excluded.

(c) Retention Period

Information in (b) above will be retained for a period not exceeding five (5) years from the date of registration (f in the case of (3) and (7) above, the date of registration of the completion of the measures in (4) corresponding to such information or the date of agreement termination).

(4) Scope of Joint Users

Those who are both JCA members and JDM Members, such as comprehensive credit card brokers, individual credit card brokers, credit card number handling contractors, and the JDM Center.

\*JDM members are listed on JCA's website.

Home Page: <https://www.j-credit.or.jp/>

(5) Inquiries Regarding System and Procedures for Disclosure

For inquiries regarding the Merchant Information Exchange System and the procedures for disclosure, please contact the person in charge of Operations in 6) below.

- (6) Person in Charge of Operations  
Japan Credit Association Merchant Information Exchange Center (JDM Center)  
Address: Sumisei Nihonbashi Koamicho Building, 14-1  
Nihonbashi Koamicho, Chuo-ku, Tokyo  
Representative Director: Tetsuo Matsui  
Phone: 03-5643-0011

### **Article 3 Provision of Acquired Information to Third Parties**

1. Excluding the following cases, DEGICA will not provide personal information handled by DEGICA to any third party without obtaining the prior consent of the customer:
  - (1) When it is in accordance with laws and regulations. For example, when responding to inquiries related to police investigations, when responding to investigations based on a warrant issued by a judge, when responding to an investigation related to income tax, etc. by a tax office, or when responding to an inquiry from a bar association.
  - (2) When it is necessary for the protection of the life, body, or property of an individual and it is difficult to obtain the consent of the individual concerned.
  - (3) When it is particularly necessary to improve public health or to promote the sound growth of children, and when it is difficult to obtain the consent of the individual concerned.
  - (4) When it is necessary to cooperate with a national agency, a local government, or an entity entrusted by such to execute affairs prescribed by law, and obtaining the consent of the individual is likely to impede the execution of such affairs.
  - (5) When the third party is an academic research institution, etc., and the third party needs to handle personal information for academic research purposes (including cases in which part of the purpose of handling personal information is for academic research purposes, but excluding cases in which there is a risk of unjustified infringement of individual rights and interests).
2. Notwithstanding paragraph 1 above, DEGICA may provide personal information handled by DEGICA to a third party in the following cases. If DEGICA receives a consultation, complaint, or request for disclosure of an individual's personal information from such individual, DEGICA will promptly deal with it in the manner described in Article 5 of the Personal Information Protection Policy.
  - (1) When necessary for outsourcing (limited to provision and use within the scope necessary for the performance of outsourced operations)
  - (2) When providing statistical information after processing the information into a format that does not identify individuals or corporations.
  - (3) When providing information to international brands, acquirers, and merchants to the extent necessary for the implementation or monitoring of payments.

### **Article 4 Disclosure, Correction and Deletion of Personal Information**

1. Merchants and representatives of merchants may request that DEGICA and the JDM Center disclose personal information about them as required by the Personal Information Protection Law.
2. If DEGICA or the JDM Center discovers that the personal information registered with DEGICA or the JDM Center is inaccurate, DEGICA shall promptly take steps to correct or delete the information.
3. Under the GDPR (General Data Protection Regulation: General Data Protection Regulation), those residing in the European Economic Area (EEA) have the right to withdraw consent to the provision of personal data, the right to object to the processing of personal data and the right to appeal to the competent supervisory authority.

### **Article 5 Disagreement with Consent Terms**

If a merchant does not wish to enter the information required to be entered by the merchant or submit the necessary documents when applying for this agreement, or if the merchant does not accept all or part of the terms of this agreement, DEGICA may refuse to accept the application for membership.

**Article 6            Use of Merchant Information in the event of Non-Conclusion and After Termination of Agreement**

1. Merchant agrees that even if the agreement is not approved, regardless of the reason for disapproval, the fact and details of the application for membership will be used by DEGICA, may be registered with the JDM Center for a certain period of time and used by JDM members.
2. Merchant agrees that even after the termination of this agreement, DEGICA may retain and use the merchant's information to the extent necessary for business purposes for a specified period as determined by laws and regulations and DEGICA.

**Article 7            Contact for Inquiries Regarding Merchant Information**

Inquiries regarding merchant information should be directed to the following:

[Contact]

<Inquiries Regarding Personal Information>

Personal Information Inquiry Contact: Degica Co., Ltd.

Personal Information Protection Manager: Koichi Okuno

Phone: 050-6861-0240 (E-mail: [personalinfo@degica.com](mailto:personalinfo@degica.com))

Office Hours: 10:00 am to 5:00 pm, Monday to Friday (except public holidays in Japan and Year-End and New Year holidays)

## **Special Provisions on Third Party Agreements**

### **Article 1 Merchant Services Fee Rate Table**

Notwithstanding Article 8 of the Terms of Use, Merchant shall not bear the Merchant Service Fee and other fees set forth in the Merchant Services Fee Rate Table if all of the following conditions are satisfied:

- (1) Merchant has entered into an agreement with a third party (a “Third Party”) for the provision of payment processing services which incorporate DEGICA’s Services (a “Third-Party Agreement”);
- (2) DEGICA has entered into an agreement with the Merchant’s Third Party in which the Third Party has the obligation to bear the Merchant Service Fee and other fees set forth in the Merchant Services Fee Rate Table for Services provided to Merchant; and
- (3) DEGICA receives from the Third Party the Merchant Service Fee and other fees for the provision of the Services to Merchant.

### **Article 2 Compensation for Damages**

Notwithstanding Paragraph 4 of Article 32 of the Terms of Use, if Merchant has entered into a Third-Party Agreement, the following shall apply:

- (1) DEGICA shall compensate Merchant for an amount equal to any damage to Merchant incurred due to a breach of the Agreement by DEGICA minus any deductible amount (a “deductible amount” shall mean an amount that DEGICA has compensated the Third Party due to a breach of an agreement with that Third Party where the event giving rise to DEGICA’s breach of its agreement with the Third Party is the same as the event giving rise to DEGICA’s breach of the Agreement); provided, however, that the liability for damages is limited to direct and actual damage incurred by Merchant and does not include indirect damage such as loss of opportunity, and DEGICA bears no responsibility for Merchant’s damage that arises out of a reasonable or unavoidable change or suspension of the Services or discontinuation of or error in the settlement processing service.
- (2) The amount of damages owed by DEGICA to Merchant pursuant to the Agreement shall not exceed the total Merchant Service Fee (meaning the amount after deducting the fee prescribed by the Payment Service Providers) paid by Merchant to DEGICA over the past three (3) months at the time the damages are paid, unless the damages are caused by the willful intent or gross negligence of DEGICA.

### **Article 3 Communication with DEGICA**

If Merchant has entered into a Third-Party Agreement, Merchant authorizes the Third Party to act on behalf of Merchant for any application, notification, instruction or other communication between the Merchant and DEGICA under the Agreement.