

## DGFT Terms of Use for Payment Service Agreement

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These Terms of Use for Payment Service Agreement (these “**Terms**”) provide for the formation of an agreement, rights and obligations, and other agreement terms, etc. between the individual, legal entity, or other group that signed, electronically signed, or affixed its name and seal to the Application Form (as defined in Paragraph (3) of Article 1 (Definitions of Terms) of these Terms) (“**Customer**”) and DG Financial Technology, Inc. (“**DGFT**”) in relation to the use of the QR Payment Service (Non-in Store ID Payment), the Payment Service provided by DGFT, (the “**Payment Services**” as defined in Paragraph (5) of Article 1 (Definitions of Terms)).

### Article 1. Definitions of Terms

The following terms used in these Terms shall have the following meanings.

1. “**Agreement**” means the contract formed between Customer and DGFT, the terms and conditions of which are those written or recorded in these Terms, Each Terms of Payment Service, and the Application Form; provided, however, that with regard to Each Terms of Payment Service, only the terms relating to Each Payment Service actually used by Customer shall be included in the Agreement, and the terms relating to Each Payment Service that is not used shall not be included.
2. “**Each Terms of Payment Service**” means the terms provided by DGFT that provide for the rights and obligations of Customer and DGFT and the terms and conditions of use relating to Each Payment Service that are attached to these Terms or separately presented by DGFT or the Service Partner.
3. “**Application Form**” means a document in a form provided by DGFT or an electromagnetic record input in a form prescribed by DGFT that communicates and expresses Customer’s application for and intention to use the Payment Services to DGFT, or a document or electromagnetic record that communicates and expresses an additional Each Payment Service or another intention to partially amend the contents of an application.
4. “**Payment Service Fees**” means the fees that Customer is obligated to pay as the price for the use of the Payment Service, as provided in Article 31 (Payment Service Fees).
5. “**Payment Service**” means the service of DGFT comprehensively or individually providing the following services in accordance with the provisions of these Terms and Each Terms of Payment Service for which Customer has applied for use in accordance with the provisions of these Terms and Each Terms of Payment Service:
  - 5.1. Provision of the Credit Card Payment Service, Convenience Store Payment Service, E-Money Payment Service, and other Each Payment Service in partnership with Payment Providers;
  - 5.2. Receipt, aggregation, and payment of Payment Amounts from Payment Providers
  - 5.3. Acting as an agent for transmissions relating to administration, negotiation, and processing of agreements with Payment Providers and other administrative matters
  - 5.4. Performance of data transmission, transaction processing (authorization, clearing,

- cancellation processing, and all other processing occurring in the operation of Each Payment Service) and other Data Processing relating to Each Payment Service.
- 5.5. Provision of a system to aggregate Settlement Results, etc. and allow them to be confirmed during a specified period; and
  - 5.6. Other services incidental to those of each of the preceding items.
6. **“Each Payment Service”** means the following Payment Services provided by DGFT in partnership with Payment Providers as part of the Payment Services:
    - 6.1. Convenience store Payment Service;
    - 6.2. Bank Payment Service;
    - 6.3. LINE Pay Payment Service;
    - 6.4. PayPay Online Payment Service;
    - 6.5. Merpay Payment Service;
    - 6.6. au PAY (Online Payment) Payment Service;
    - 6.7. Credit Card Payment Service; and
    - 6.8. Rakuten Pay Payment Service.
  7. **“Payment Providers”** means the legal entities, organizations, or businesses providing Each Payment Service to Customer through the Payment Service, as provided in Each Terms of Payment Service.
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  9. **“Affiliated Payment Providers”** means the businesses that actually collect the Payment Amounts from Payers as affiliates of Payment Providers in relation to providing Each Payment Service as provided in Each Terms of Payment Service.
  10. **“Payment Business Agreement”** means the agreement entered into by DGFT and the Payment Providers providing Each Payment Service that forms the legal basis for DGFT to provide Each Payment Service to Customer.
  11. **“Payment Provider Merchant Agreement”** means the agreement between Customer and the relevant Payment Provider relating to the use of Each Payment Service if a direct agreement is formed between Customer and Payment Providers at the time of the formation of the Agreement.
  12. **“Payment Data”** means, collectively, the information designated by DGFT or Payment Providers that is necessary for Payment Providers to settle payments or conduct other processing under Each Payment Service for Online Shopping between Customer and Payers conducted at a Shop through the Payment Service.
  13. **“MAP”** means the management screens provided by DGFT to Customer through the internet for the purposes of Customer confirming Online Shopping using the Payment Service between Customer and Payers at the Shop, processing Payment Data as separately directed by DGFT for the use of the Payment Service, providing, updating, or amending Merchant Application Data (as defined in Paragraph 3 of Article 3 (Reviews, Etc.)), communications from DGFT to Customer through the Service Partner, and other separate provision of services and functions by DGFT to Customer through the Service Partner.
  14. **“MAP Authentication Information”** means, collectively, the ID and password issued by DGFT for the use of MAP by Customer.

15. **“Merchant ID”** means the identifier allocated by DGFT to identify each Shop following the application procedures pursuant to Article 3 (Reviews, Etc.) or Article 6 (Shop).
16. **“Shop”** means the following shops operated by Customer for the purpose of deriving profit for Customer:
  - 16.1. Virtual shops that actually use the Payment Service for settlement of transactions after Products/Services have been listed or displayed and sold or provided on an internet website and Payers apply for transactions through an integrated sales process on the website (**“EC Shop”**);
  - 16.2. Shops that actually use the Payment Service for settlement of transactions after Products/Services have been displayed and sold or provided through television and/or radio programs, print media catalogs, and other intangible or tangible sales channels, and Payers apply for transactions in writing or by telephone, e-mail, or other means; and
  - 16.3. Other shops specially recognized by DGFT (including Payment Providers if DGFT determines it to be necessary) in the manner separately designated by DGFT following individual consultation between Customer and DGFT through the Service Partner that actually use the Payment Service.
17. **“Products/Services”** means, collectively, articles and other tangible and intangible objects (represented by but not limited to software, etc., and including other services, rights, etc.) sold or provided by Customer to Payer at a Shop.
18. **“Payment Amount”** means the amount to be paid to Customer by Payer as the countervailing liability for the sale or provision of Products/Services by Customer following Online Shopping between Customer and Payer that is paid by Payment Providers to Customer on behalf of Payer, or that Payment Providers pay to Customer as consideration for the assignment of Customer’s right to demand the price from Payer, and that shall be paid through DGFT and the Service Partner to Customer after Payment Providers connect with Affiliated Payment Providers as necessary.
19. **“Contents”** means, collectively, all information provided, listed, or displayed by Customer at a Shop.
20. **“Payer”** means an individual or legal entity that conducts Online Shopping through the Payment Service by applying to purchase Products/Services at a Shop or actually purchasing Products/Services from Customers.
21. **“Online Shopping”** means transactions for the sale, provision, etc. of Products/Services conducted between Customer and Payers through the Payment Service at a Shop.
22. **“Intellectual Property Rights”** means, collectively, copyrights (including rights under Articles 27 and 28 of the Copyright Act [refers to Act No. 48 of 1970, includes subsequent amendments thereto. Hereinafter the same]), patents, trademarks, design rights, and all other Intellectual Property Rights, the creations, inventions, ideas, expressions, etc. forming a basis under the statutes for the same, and the rights to receive public registrations forming a basis under the statutes for the same.
23. **“Service Partner”** means the Airwallex entities that have entered into a Comprehensive Payment Service Agreement with DGFT regarding the provision of the Payment Service and that provide

the Payment Service through DGFT.

## **Article 2. Purposes of the Agreement, Etc.**

1. The Agreement provides for the rights and obligations between Customer and DGFT if Customer uses the Payment Service.
2. If there is a contradiction or conflict between the provisions of these Terms and Each Terms of Payment Service, the provisions of Each Terms of Payment Service will take precedence.

## **Article 3. Reviews, Etc.**

1. Customer will fill out an Application Form prescribed by DGFT if it wishes to use the Payment Service. At that time, the representative director of Customer or another person who has the authority to enter into agreements pursuant to the proper internal authorities of Customer ("Customer Authorized Representative") shall sign, electronically sign, or affix their name and seal to the Application Form. Customer must then submit or transmit the Application Form to DGFT through the Service Partner in the method and by the date designated by DGFT.
2. Customer will specify Each Payment Service that it wishes to use in the Application Form after confirming and consenting in advance to the content of Each Terms of Payment Service. Customer shall then apply to DGFT through the Service Partner for use of the same.
3. Customer must submit the following data relating to Customer, the Shop, etc. (collectively, "Merchant Application Data") to DGFT through the Service Partner in the form and method and by the date prescribed by DGFT or the Payment Providers in order to use the Payment Service:
  - 3.1. The name, date of birth, address, and telephone number of Customer (if Customer is a legal entity, the name, address, telephone number, and identification number of the legal entity, and the name and date of birth of its representative) and other basic information;
  - 3.2. The types of transactions;
  - 3.3. The Products/Services;
  - 3.4. The name and URL of the Shop;
  - 3.5. The contents of indications pursuant to the Specified Commercial Transactions Act (refers to Act No. 57 of June 4, 1976, includes subsequent amendments thereto. "Specified Commercial Transactions Act");
  - 3.6. The point of contact for inquiries; and
  - 3.7. Other matters separately prescribed by DGFT in addition to those listed above.
4. DGFT will conduct a review in the manner and based upon the standards prescribed by DGFT promptly after receiving Merchant Application Data from Customer. DGFT shall then connect with Payment Providers to request a review of the Merchant Application Data by Payment Providers.
5. DGFT shall promptly notify Customer through the Service Partner of the results of the review when the review by DGFT has ended or when the results of the review by Payment Providers have been obtained.
6. Customer agrees in advance that it may not pass review by the determination of DGFT or Payment Providers, and that in this case it may be unable to use all or part of the Payment Service. In this case, DGFT and Payment Providers shall have no liability for any lost profits or losses incurred by Customer as a result of the determination that it has failed to pass review;

Customer acknowledges this. DGFT and Payment Providers shall also have no obligation to individually or specifically disclose or explain to Customer the reasons for the failure to pass review; Customer acknowledges this.

7. If DGFT has given notice of passage under Article 3.5, it will promptly connect Customer with a Merchant ID and MAP Authentication Information through the Service Partner.
8. If Customer does not submit Merchant Application Data to DGFT, Customer does not comply with the forms, methods, and deadlines prescribed by DGFT and Payment Providers, or there is an error, inadequacy, exaggeration, or falsehood in the Merchant Application Data provided by Customer to DGFT (in this Article, collectively, "Merchant Application Data Defects, etc."), DGFT and Payment Providers shall have no liability for delays in review, failure to pass review, or any other lost profits or losses incurred by Customer as a result of the Merchant Application Data Defects, etc. Customer acknowledges this.
9. Notwithstanding the provisions of Article 3.8, Customer shall respond without delay to any request by DGFT or Payment Providers to Customer to revise, supplement, check, confirm, or otherwise respond to Merchant Application Data in order to cure Merchant Application Data Defects, etc.
10. Customer shall represent and warrant to DGFT that Customer (if Customer is a corporation, its representative director) is not a minor at the time of the application provided in Article 3.2.

#### **Article 4. Changes to Contents of Application, Etc.**

1. If Customer desires to add or change the contents of its application for Each Payment Service or other services after making an application as provided in Paragraph 2 of Article 3 (Reviews, Etc.; in this Article, "Changes, Etc."), they will specify Each Payment Service for which they desire the Changes, Etc., and the contents of the Changes, Etc., in an Application Form. Customer must then apply for the Changes, Etc. by causing Customer Authorized Representative to affix their name and seal, signature, or electronic signature to the Application Form and submit or transmit the Application Form to DGFT through the Service Partner
2. Customer must provide via the Service Partner, Merchant Application Data to DGFT or Payment Providers in accordance with Article 3 (Reviews, Etc.) if DGFT or Payment Providers have directed it in the case of Article 4.1. DGFT shall then, via the Service Partner, notify Customer of the prescribed review and results in accordance with the provisions of that Article. If Customer has received notice from DGFT of the review having passed in this case, the Changes, Etc. shall become effective on the date separately notified by DGFT.
3. If DGFT has directed an application for Changes, Etc. be through MAP or in another form or manner prescribed by DGFT or Payment Providers rather than an Application Form in the case of Article 4.1, Customer shall apply for Changes, Etc. in accordance with such directions, notwithstanding the provisions of Article 4.1.

#### **Article 5. Service Commencement Date, Etc. for Each Payment Service**

1. DGFT shall notify Customer through the Service Partner of the commencement date for Each Payment Service ("**Service Commencement Date**") assuming passage of the reviews by DGFT

and Payment Providers under Article 3 (Reviews, Etc.) once determined.

2. Customer agrees in advance that a portion may be unusable or there may be a delay, etc. in the Service Commencement Date as a result of the reviews by DGFT and Payment Providers if Customer has applied for more than one Each Payment Service.
3. The Agreement shall be formed and shall become effective as of the Service Commencement Date in Article 5.1.
4. If Customer has applied for more than one Each Payment Service, and there is more than one Service Commencement Date, the earliest Service Commencement Date shall be the effective date of the Agreement.
5. Each Payment Service may be used on the assumption that the Payment Provider Merchant Agreement for the relevant Each Payment Service validly exists. Customer agrees in advance that the Agreement will terminate with regard to the relevant Each Payment Service if the relevant Payment Provider Merchant Agreement has terminated. DGFT may also cause the termination of the entire Agreement if the Agreement with regard to Each Payment Service has terminated.

#### **Article 6. Shop**

1. Customer and DGFT acknowledge that a Shop shall be the unit of usage of the Payment Service and that rights and obligations under the Agreement shall arise for each Shop.
2. If Customer wishes to add a Shop, it will submit or transmit an Application Form to DGFT through the Service Partner with the name and seal, signature, or electronic signature of Customer Authorized Representative in the manner and by the date designated by DGFT. Customer must then provide the Merchant Application Data for the covered Shop to DGFT through the Service Partner in accordance with Article 3 (Reviews, Etc.). If DGFT has directed Customer to make an additional application in the form and manner designated by DGFT or the Payment Provider rather than an Application Form, Customer shall make the additional application as directed by DGFT or the Payment Provider.
3. The provisions of Article 3 (Reviews, Etc.) shall apply *mutatis mutandis* to the addition of a Shop.
4. Customer and DGFT agree in advance that all provisions of the Agreement will automatically apply to an added Shop.

#### **Article 7. Delegation to Third Parties**

1. DGFT may delegate portions of the services necessary for the provision of the Payment Service to Payment Providers, Affiliated Payment Providers, or other third parties at DGFT's risk.
2. DGFT shall be fully liable for the selection of contractors, supervision of contractors, and results of services provided by contractors to whom DGFT has delegated portions of the services necessary for the provision of the Payment Service pursuant to Article 7.1, unless the contractor was designated by Customer.

#### **Article 8. Products / Services Sold / Provided**

1. Customer shall comply with each of the following provisions in using the Payment Service.
  - 1.1. Products/Services sold or provided, or to be sold or provided, by Customer to Payers at a Shop shall be identical to the Products/Services contained in the Merchant Application Data provided by Customer to DGFT.
  - 1.2. Sell or provide Products/Services without defects based upon the contents of the terms of sale or provision prepared by Customer, product descriptions, and other Contents.
  - 1.3. Create and maintain a communications environment and equipment and other systems that can receive Merchant Application Data, Payment Data, and other data designated by DGFT or Payment Providers that is necessary for the use of the Payment Service from DGFT or Payment Providers through the internet.
  - 1.4. The data listed in Paragraph (3) shall be acquired through lawful and fair means.
  - 1.5. Create and maintain systems for the shipping and after-service of Products/Services sold or provided to Payers.
  - 1.6. Submit related evidentiary documents to DGFT before handling travel products, alcoholic beverages, gift certificates, gold and/or silver bullion, tobacco, revenue stamps, postage stamps, antiques, or other Products/Services for which licenses or approvals must be obtained or notifications must be given, and obtain the prior approval of DGFT and, as necessary, Payment Providers through DGFT.
  
2. Customer shall not sell or provide the following Products/Services using the Payment Service.
  - 2.1. Those that violate the Act for Controlling the Possession of Firearms or Swords and Other Such Weapons, Narcotics and Psychotropics Control Act, Washington Convention, or other laws, ordinances, etc;
  - 2.2. Living organisms;
  - 2.3. Those that may give rise to criminal acts;
  - 2.4. Those that may cause death or personal injury;
  - 2.5. Those that are obscene or cause abhorrence in normal people;
  - 2.6. Those that arouse an enthusiasm for gambling in ordinary people;
  - 2.7. Those that cause misunderstanding of facts or are falsified;
  - 2.8. Those that infringe the Intellectual Property Rights of third parties;
  - 2.9. Those that infringe the property or privacy of third parties;
  - 2.10. Acts of sales and provision that lower the image of Payment Providers or Affiliated Payment Providers;
  - 2.11. Those that are otherwise offensive to public order and morals; and
  - 2.12. Those that are otherwise determined by Payment Providers to be inappropriate as Products/Services provided to Payers.
  
3. If a third party has commenced litigation, filed an objection, etc. in relation to the Intellectual Property Rights in the Contents, Customer shall resolve it at their own risk.

#### **Article 9. Changes to Provided Information**

1. Customer shall notify DGFT through the Service Partner without delay in the manner and by the date designated by DGFT if a change has arisen in the contents of Merchant Application Data provided to DGFT or other matters separately provided by DGFT. They shall then conduct change procedures in the manner separately designated by DGFT if DGFT has deemed it necessary.

#### **Article 10. Use of Payment Service**

1. Customer may use the Payment Service to the extent of the purposes of the Agreement and to the extent it does not violate the Agreement.
2. If there is a mistake, inadequacy, or other error in the Payment Data provided by Customer to DGFT, DGFT shall have no liability for any lost profits or losses incurred by Customer due to the processing of the erroneous Payment Data. Customer acknowledges this.
3. Customer shall make arrangements so that Payer will not be unilaterally disadvantaged in relation to any issues with Payer, issues due to system outages, etc. Customer shall also clearly indicate the extent to which Customer will not be liable on the Shop website so that Payer can understand.
4. Customer shall show the structure for ordering and accepting purchases of Products/Services and take measures so that Payer can clearly recognize the time at which a transaction has been formed.
5. Customer shall take measures to prevent erroneous operations, such as displaying confirmation screens so that double transmission or misentry of Payer transaction-related information does not occur.
6. Customer shall comply with Exhibit 1 (Terms and Conditions of Development Software License for Payment Information Processing Service) if it uses software provided by DGFT to Customer through the Service Partner to develop computer programs installed on Customer's servers (the "Software") for the purpose of transmitting Payment Data or otherwise controlling communications between Customer and DGFT related to using the Payment Service.
7. If Customer develops the computer programs provided in Article 10.6 using the Software, or develops its own computer programs independently, it shall conduct the development at its own expense and risk and based upon the manuals prescribed by DGFT.
8. Customer shall not handle a Payer who has ordered Online Shopping through the Payment Service discriminatorily to their detriment in comparison to Payers who use other methods of payment, or impose any restrictions to impede Online Shopping by such Payers, without proper reasons. Such acts include, but are not limited to, rejecting orders, demanding other methods of payment, or demanding prices or fees other than in the method of payment.
9. If DGFT or Payment Providers have received objections, complaints, etc. from a Payer or third party relating to the Agreement, they shall promptly notify Customer through the Service Partner. Customer shall then immediately take all necessary measures to resolve them in accordance with the directions given by DGFT or the Payment Providers through the Service Partner or DGFT. It is acknowledged that this notice or directions will not relieve the Customer of its liability to provide compensation.
10. Customer shall make efforts to clearly state the following to Payers on Customer's website or in other media:
  - 10.1. That Payers shall be adults to the extent possible and that transactions in false names, anonymous names, or otherwise not in the name of the person are prohibited;
  - 10.2. The time of the formation of an agreement between Customer and Payers; and
  - 10.3. The purpose of use of personal information acquired from Payers, and that appropriate



security will be carried out

11. If an event listed in Paragraph 2 of Article 40 (Cancellation of Agreement Due to Breach of Agreement, Etc.) has occurred to Customer, Customer shall immediately contact DGFT through the Service Partner. In addition, Customer shall also contact Payers for whom Online Shopping obligations have not been fully performed, and handle them responsibly.

#### **Article 11. Disputes with Payers**

1. Customer shall establish a point of contact for complaints, inquiries, etc. from Payers, and promptly respond to complaints and inquiries received through the point of contact. Even if a complaint, dispute, etc. has arisen between Customer and a Payer surrounding a default, defect, invalidity, non-existence, etc. regarding Online Shopping using the Payment Service, Customer shall cause no harm, trouble, etc. to DGFT, Payment Providers, and Affiliated Payment Providers.
2. Customer shall be fully responsible to promptly handle complaints, product returns, product replacements, demands for early termination, advertising interpretation, after-service, etc. from Payers regarding Customer's Products/Services, and shall cause no trouble whatsoever to DGFT, Payment Providers, and Affiliated Payment Providers.

#### **Article 12. Notices Regarding Products/Services**

1. Customer shall list Contents and design and produce notices regarding Products/Services at its own risk and expense. If requested by DGFT or Payment Providers, Customer shall notify DGFT through the Service Partner of the content of the same in advance.
2. Customer shall comply with the following in listing Contents, giving notices regarding Products/Services, and other production of advertising under Article 12.1.
  - 2.1. They will not violate the Specified Commercial Transactions Act, the Act against Unjustifiable Premiums and Misleading Representations (refers to Act No. 134 of 1962; includes subsequent amendments thereto), the Consumer Contract Act (refers to Act No. 61 of May 12, 2000; includes subsequent amendments thereto), the Copyright Act, the Trademark Act (refers to Act No. 127 of 1959; includes subsequent amendments thereto), and other related laws and ordinances (includes laws and ordinances of foreign countries).
  - 2.2. They will not make indications that may cause errors in judgment by Payers.
  - 2.3. They will not make indications that violate public order and morals.
  - 2.4. They will indicate the following matters; provided, however, that Customer shall immediately delete indications of item (vi) if they have been excluded from the Payment Providers, Affiliated Payment Providers, etc. that Customer is able to use.
    - 2.4.1. Name of Customer;
    - 2.4.2. Address of Customer;
    - 2.4.3. Telephone number of Customer;
    - 2.4.4. E-mail address of Customer;
    - 2.4.5. Name of Customer's representative and sales manager, and method of contacting them;
    - 2.4.6. That Payer may use the methods of payment provided by Payment Providers or Affiliated Payment Providers; and
    - 2.4.7. Other matters deemed necessary by DGFT or Payment Providers.

3. If Customer handles multiple currencies other than yen in Online Shopping, it must include prices in yen in its display of the prices of Products/Services.
4. Customer shall accept returns and exchanges of Products/Services and shall clearly state this on the website of the Shop; provided, however, that if Customer is unable to accept returns and exchanges due to the special properties of Products/Services, they shall obtain the consent of Payment Providers through DGFT in advance. Then, if Payment Providers have consented, Customer shall clearly state at the time of sale that returns and exchanges will not be accepted.

#### **Article 13. Prohibited Matters**

1. Customer shall not engage in any of the following in using the Payment Service.
  - 1.1. Violations of Article 8 (Products/Services Sold/Provided);
  - 1.2. Alteration of information that may be used through the Payment Service;
  - 1.3. Use of the Payment Service for purposes other than collecting Payment Amounts as provided in the Agreement;
  - 1.4. Transmitting or writing harmful computer programs, etc. to the systems of DGFT or Payment Providers or the computers of third parties (including Payers; the same applies below in this Article);
  - 1.5. Impersonating a third party to use the Payment Service, or causing someone to impersonate Customer to use the Payment Service;
  - 1.6. Acts that infringe or may infringe the Intellectual Property Rights of DGFT, Payment Providers, or third parties;
  - 1.7. Acts that impede or may impede the use or operation of third-party equipment, etc. or equipment used for the Payment Service by DGFT and Payment Providers;
  - 1.8. Violations of the provisions of the Agreement; and
  - 1.9. Other acts that violate or may violate laws and regulations.
2. If DGFT has determined that Customer is engaging or may engage in an act listed under Article 15.1, or Payment Providers have determined that Online Shopping provided by Customer is inappropriate, DGFT may demand through the Service Partner that Customer delete all or part of the Contents of a Shop, or stop the provision of all or part of the Products/Services. Customer shall comply with such demands by DGFT.

#### **Article 14. Ownership of Rights**

1. If the Products/Services include third-party copyrights or other rights, Customer shall provide the Products/Services after taking the necessary procedures so as not to receive claims of infringement from the rights holders. These necessary procedures include, but are not limited to, obtaining consent to distribution from the rights holders.

#### **Article 15. Notices**

1. Notices from DGFT to Customer shall be performed through the Service Partner, and made by e-mail to the e-mail address of which Customer has notified DGFT in advance through the Service Partner, unless otherwise provided; provided, however, that if transmission outages or other unavoidable circumstances have occurred, notices from DGFT to Customer may be made in another manner determined to be appropriate by DGFT.

2. Notices from DGFT to Customer shall be deemed to have been given to Customer when an e-mail has been transmitted by the Service Partner to the e-mail address of which Customer has notified DGFT under Article 15.1; provided, however, that this shall not apply to the extent of the proviso to Article 15.1.
3. Customer shall maintain a system by which it can view e-mails to Customer once per business day in order to confirm the presence and contents of notices from DGFT. Customer shall notify DGFT of alternative means of notice if there are communications outages or other unavoidable circumstances.
4. If Customer changes its e-mail address, Customer will notify DGFT in advance through the Service Partner by the method prescribed by DGFT.
5. DGFT shall have no liability for losses or expenses incurred by Customer due to Customer failing to give notice under Article 15.3 and 15.4. Customer acknowledges this.

#### **Article 16. Stoppage or Interruption of Payment Service**

1. DGFT may stop or interrupt the provision of all or part of the Payment Service in the following cases (for Paragraphs (1), (2), and (4) through (6), including cases that would cause a risk of the same).
  - 1.1. Customer violates Article 13 (Prohibited Matters);
  - 1.2. Customer falls under Paragraph 2 of Article 40 (Cancellation of Agreement Due to Breach of Agreement, Etc.);
  - 1.3. Regular or emergency inspection or maintenance of systems by DGFT, Payment Providers, etc.;
  - 1.4. If deemed necessary by DGFT, Payment Providers, etc. for the appropriate operation of systems;
  - 1.5. If the systems of DGFT, Payment Providers, etc. interfere with the operation of Customer's servers;
  - 1.6. If the communications circuits used for the services of DGFT, Payment Providers, etc. are congested or unusable;
  - 1.7. If the Payment Service can no longer be operated due to a reason that is not attributable to DGFT (including but not limited to the Force Majeure Event prescribed in Article 34.5);
  - 1.8. If DGFT determines that Customer has violated or is likely to violate the Agreement;
  - 1.9. If the agreement concluded between DGFT and the Service Partner regarding the provision of the Payment Service has ended; or
  - 1.10. In addition to the preceding items, if DGFT or the Payment Provider determines that suspension or interruption is necessary.
2. If DGFT stops or interrupts the Payment Service pursuant to Article 16.1, it shall notify Customer, through the Service Partner, of the reason, implementation date, and period in advance; provided, however, that this shall not apply in cases of emergencies or force majeure (means the "Force Majeure Event" prescribed in Article 34.5).
3. DGFT shall have no liability for poor communications, delays, misdeliveries, or other Payment Service operational failures caused by third-party circuits, Customer's equipment, etc. used in transmissions between Customer or Payer and DGFT for the Payment Service. Customer

acknowledges this.

## **Article 17. Confidentiality**

1. Customer and DGFT shall not disclose or divulge to a third party any service, technical, commercial, or any other confidential information proprietary to the other party that became known pursuant to the Agreement (“Confidential Information”) without the prior written consent of the other party.
2. Notwithstanding the provisions of Article 17.1, information that the receiving party can prove is any of the following shall not be included in “confidential information”:
  - 2.1. Information that was already in the public domain at the time of disclosure, or entered the public domain after disclosure due to no fault of the receiving party;
  - 2.2. Information that the receiving party properly obtained from a third party not subject to a confidentiality obligation;
  - 2.3. Information that the receiving party already held at the time it was disclosed;
  - 2.4. Information that the receiving party independently developed without using the disclosed information; or
  - 2.5. Information that was disclosed by the disclosing party to a third party without imposing a confidentiality obligation.
3. Notwithstanding the provisions of Article 17.1, DGFT may disclose or provide Customer’s Confidential Information to Payment Providers, Affiliated Payment Providers, the Service Partner and other third parties in any of the following cases to the extent necessary for the achievement of the following purposes:
  - 3.1. If used for the provision or maintenance of the Payment Service;
  - 3.2. If used to confirm the identity of a Payer;
  - 3.3. If used for dispute resolution;
  - 3.4. If disclosed to comply with laws, regulations, or an order or guidance, etc., of a government authority or court;
  - 3.5. If statistical data is disclosed in a form that does not identify Customer; or
  - 3.6. If it is disclosed or provided to third parties in accordance with the provisions of the Agreement other than as provided above.
4. In Article 17.1, “third party” means a person other than the officers and employees of Customer and DGFT, the attorneys, certified public accountants, and other professionals who have confidentiality obligations under laws and regulations and have been engaged by Customer or DGFT, persons designated by Customer or DGFT and consented to by the other party, and in the case of DGFT, the contractors based on Article 7.1 (Delegation to Third Parties).
5. If the other party has requested it, or if the other party has requested it following the termination of the Agreement for any reason, Customer or DGFT must return or destroy the Confidential Information (including copies, but with regard to DGFT, excluding Personal Information as provided in Article 18 (Handling of Personal Information, Etc.) and Merchant Information as provided in Article 19 (Acquisition, Retention, and Use of Merchant Information); the same applies below in this paragraph) disclosed or provided by the other party as elected by the other party; provided, however, that if DGFT must retain the agreements with Payment Providers and other records of Payment Service transactions as provided by laws and regulations for the term of the aforementioned agreement or the term provided by laws and regulations (the “Retention Period”),

and those transaction records contain Customer's Confidential Information, it shall suffice for them to respond in this manner after the Retention Period has passed.

#### **Article 18. Handling of Personal Information, Etc.**

1. If Customer acquires Personal Information (meaning information defined in the Act on the Protection of Personal Information [meaning the statute numbered Act No. 57 of May 30, 2003, as amended] and JIS Q 15001:2006 [Personal information protection management systems—Requirements], and that which Customer and DGFT have agreed to handle as Personal Information) concerning Payers in carrying out Online Shopping with Payers, it shall handle it in the manner and with content that is lawful and appropriate in accordance with the provisions on the Act on the Protection of Personal Information and other laws and regulations (including obtaining the consent of Payers to the provision of Payers' Personal Information to DGFT, Payment Providers, the Service Partner and Affiliated Payment Providers in furtherance of the provision of the Payment Services (including where provided through other Payment Providers or other Affiliated Payment Providers)).
2. DGFT will maintain the confidentiality of Personal Information for which handling has been delegated to it for the provision of the Payment Service. DGFT shall handle Personal Information in accordance with the provisions of the Agreement and shall not provide, disclose, or leak Personal Information to a third party, or use it other than for providing the Payment Service, without obtaining the prior consent of Customer.
3. DGFT shall designate a Personal Information manager for the handling of Personal Information, and appropriately protect Personal Information under his/her guidance. In addition, DGFT shall take necessary and appropriate measures to prevent the leakage, loss, or damage of Personal Information and otherwise for the security of Personal Information.
4. DGFT must promptly report to Customer if there has been or may be an incident involving Personal Information.
5. Even if the Payment Service has terminated or Customer has made a demand relating to the deletion, etc. of Personal Information, DGFT may retain such Personal Information for the purpose of properly carrying out the business of DGFT (including, but not limited to, performing duties under agreements between DGFT and Payment Providers); provided, however, that this shall not apply if deletion, etc. of Personal Information is required in accordance with laws or regulations, in which case DGFT shall respond in accordance with laws and regulations.

#### **Article 19. Acquisition, Possession, and Use of Merchant Information**

1. DGFT and/or Payment Providers will acquire the information provided in 3.1 through 3.14 below (including Personal Information; "Merchant Information") as deemed necessary by DGFT for the services provided in 2.1 through 2.6 below through the application under the Agreement, etc. and the use of the Payment Service, or from other Payment Providers, financial institutions, etc., and will retain and use it. Such use includes the provision of Merchant Information by DGFT to Payment Providers or Affiliated Payment Providers (including provision through other Payment Providers or Affiliated Payment Providers; the same applies below in this Article). In these cases, DGFT and/or Payment Providers will take the protective measures that DGFT and/or Payment Providers deem appropriate. Customer and its representative (in this Article through Article 22

(Use of Merchant Information Following Termination of Agreement), "Customer, Etc.") consent to the same.

2. Services:

- 2.1. Review of applications for the Agreement and Payment Provider Merchant Agreements between DGFT and/or Payment Providers and Customer, Etc. (in this Article through Article 22 (Use of Merchant Information Following Termination of Agreement), "Agreements");
- 2.2. Transactional determinations in the course of management, etc. following execution of the Agreements;
- 2.3. Performance of merchant investigation duties following execution of the Agreements;
- 2.4. Prevention of Unauthorized Use;
- 2.5. Services pursuant to the Agreements or special agreements ancillary to the Agreements (including, but not limited to, reviews for the continuation of transactions after execution of the Agreements); and
- 2.6. For services related to the promotion of use of Each Payment Service.

3. Merchant Information:

- 3.1. Matters notified by Customer, Etc. at the time of applying for Agreements or at the time of change notifications (including, but not limited to, the names, locations, postal codes, phone numbers, email addresses, account information, corporation numbers, names, addresses, dates of birth, and phone numbers of representatives, and Merchant Application Data for Customer and the Shop)
- 3.2. Matters related to transactions between Customer, Etc. and DGFT and/or Payment Providers (including, but not limited to, the execution dates of Agreements, registration or enrollment application dates, registration or enrollment dates, terminal identification numbers, Products/Services, etc., form of sales, industry type, etc.);
- 3.3. State of handling of Each Payment Service by Customer, Etc. (including Payment Data and information concerning authorization applications);
- 3.4. Customer, Etc. payment usage history collected by DGFT and/or Payment Providers concerning Each Payment Service (meaning the history of sales and provision of Products/Services by Customer, Etc. as a user of Each Payment Service using Each Payment Service);
- 3.5. Matters stated in a business permit or other confirmed document for Customer, Etc.;
- 3.6. Matters written or recorded in published information or documents issued by public organizations collected by DGFT and/or Payment Providers through proper and lawful means (including, but not limited to, corporate registries, resident registries, etc.);
- 3.7. Information published in telephone directories, residential maps, the Official Gazette, etc.;
- 3.8. If DGFT and/or Payment Providers fail to approve registration or enrollment, the fact of and reasons for the same;
- 3.9. The fact that an investigation was conducted, and the contents and matters of the investigation, concerning solicitation for a contract for a sale involving the intermediation of an individual credit purchase, etc. as provided in Article 35-3-5 and Article 35-3-20 of the Installment Sales Act (refers to Act No. 159 of 1961, includes subsequent amendments thereto);
- 3.10. The facts and matters of investigations under the provisions of Article 60(2)(a) or Article 60(3) of the Installment Sales Act Enforcement Regulation;
- 3.11. The facts and matters of contracts for credit purchase intermediation that were cancelled by individual credit purchase intermediaries or comprehensive credit purchase

- intermediaries;
- 3.12. The contents of complaints from Payers to DGFT and/or Payment Providers and the information investigated and collected by DGFT and/or Payment Providers from Payers and other related persons related to such contents; or
  - 3.13. Facts published by administrative organizations, consumer groups, and media organizations (published information following a violation of the Act on Specified Commercial Transactions, etc.), the contents thereof, and information investigated and collected regarding such contents Contents received by DGFT or Payment Providers from mercantile agencies, etc. (insolvency information, etc.).
4. Customer, Etc. shall consent to DGFT and/or Payment Providers using Personal Information in Merchant Information listed above in Article 19.1 for the following purposes;
    - 4.1. Analysis for the development of new products, new functions, new services, etc. in the business of DGFT and/or Payment Providers (meaning the businesses stated in the articles of incorporation of DGFT and/or Payment Providers); or
    - 4.2. Sales information of DGFT, Payment Providers, other Shops, or DGFT affiliates, such as publicity materials, direct mailings, etc.provided, however, that if Customer, Etc. has requested a stoppage of the sales activities provided in item (2) below, DGFT and/or Payment Providers shall stop it to the extent it does not impede business operations.
  5. Customer, Etc. shall consent to DGFT and/or Payment Providers depositing the Merchant Information listed in items (1) through (14) in Article 19.1 with third-party contractors engaged to provide services pursuant to the Agreements to the extent necessary to carry out the services.
  6. DGFT may retain Personal Information for the proper business purposes of DGFT (including, but not limited to, performing duties under contracts between DGFT and Payment Providers) even if the Payment Service has terminated or there has been a demand from Customer, Etc. for the deletion, etc. of Merchant Information; provided, however, that this will not apply if the deletion, etc. of Personal Information within Merchant Information is required in accordance with the provisions of laws and regulations, in which case DGFT shall respond in accordance with the provisions of laws and regulations.
  7. Customer shall explain the contents of this Article through Article 22 (Use of Merchant Information After Termination of Agreement) to the representative(s) of Customer, and shall guarantee that the representative(s) of Customer consent to the terms thereof.

## **Article 20. Merchant Credit Information Bureau Use and Registration**

1. Customer, Etc. shall consent to the following with regard to Merchant Credit Information Bureaus (the persons listed in Exhibit 2) used or registered by DGFT and/or Payment Providers with regard to Merchant Information:
  - 1.1. That DGFT and/or Payment Providers will check with their contracted Merchant Credit Information Bureaus (“Merchant Credit Information Bureaus”) for the review of execution of Agreements and registration or enrollment applications, management and other transactional decisions following execution of Agreements, and reviews concerning performance of merchant investigation duties and continuation of transactions, and that if information relating to Customer, Etc. is registered, it will be used.
  - 1.2. Information relating to Customer, Etc. prescribed by the Contracted Credit Information

Bureau (“Registered Merchant Information”) will be registered with the Contracted Credit Information Bureau, and the members of the bureau will use the Registered Merchant Information. In this case, members will use Registered Merchant Information for the purposes of reviewing registration applications and merchant applications, management and other transactional determinations following registration or enrollment, performance of merchant investigation obligations, and reviews concerning continuation of transactions.

- 1.3. Registered Merchant Information may be jointly used by members of the Contracted Credit Information Bureau. In this case, the Registered Merchant Information will be used for review of registration or enrollment applications for elimination of fraudulent transactions and protection of consumers, management after registration or enrollment, disclosure, revision, and suspension of use to preserve the accuracy of Merchant Information, etc.
2. The Merchant Credit Information Bureaus with which DGFT and/or Payment Providers contract, managers for joint use, registered information, and scope of jointly used information shall be as stated in Exhibit 2. If DGFT and/or Payment Providers add new Merchant Credit Information Bureaus, they shall give notice in writing or by other means.

#### **Article 21. Non-Consent Relating to Handling of Merchant Information**

1. If Customer, Etc. cannot agree to the Merchant Information provided in Article 19 (Acquisition, Retention, and Use of Merchant Information) through Article 20 (Merchant Credit Information Bureau Use and Registration), DGFT and/or Payment Providers may take termination procedures. Termination procedures shall not be taken even if there has been a request for the stoppage of sales information using Personal Information as provided in Paragraph 2(2) of Article 19 (Acquisition, Retention, and Use of Merchant Information).

#### **Article 22. Use of Merchant Information Following Termination of Agreement**

1. Even if DGFT and/or Payment Providers do not agree to registration or enrollment, the fact of the application for registration or enrollment shall be used for the purposes provided in Article 19 (Acquisition, Retention, and Use of Merchant Information) (excluding sales information sales information using Personal Information as provided in Paragraph 2(2) of Article 19 (Acquisition, Retention, and Use of Merchant Information)) and pursuant to the provisions of Article 20 (Merchant Credit Information Bureau Use and Registration), regardless of the reason for the non-agreement.
2. DGFT and/or Payment Providers will hold and use Merchant Information and information related to the termination of the Agreements for the period prescribed by laws, regulations, etc. or provided by DGFT and/or Payment Providers to the extent necessary for business after the termination of the Agreements.

#### **Article 23. Provision of Documents, Etc.**

1. If DGFT or Payment Providers have requested that Customer provide information or documents, Customer shall promptly comply in accordance with the deadlines and methods designated by DGFT or Payment Providers. Such information and documents include information and documents necessary to operation of Shops and information and documents deemed necessary



by DGFT or Payment Providers to provide or maintain the Payment Service.

2. If Payment Providers have requested through DGFT and the Service Provider that Customer cooperate in an investigation regarding matters provided in a Payment Business Agreement between Payment Providers and DGFT, Customer shall promptly comply with the request in accordance with the deadlines and methods designated by Payment Providers.

#### **Article 24. Investigations**

1. If any of the following events has occurred, DGFT may, either itself or through a party deemed appropriate and designated (includes the Service Partner, hereinafter the same) by DGFT, investigate Customer to the extent necessary regarding the event. Customer shall comply with the same.
  - 1.1. There has been a leakage, loss, damage, or risk of the same to Confidential Information, Personal Information, or other material information related to the Agreement as provided in Each Terms of Payment Service (including credit card numbers, expiration dates, security codes, and other information under the Credit Card Payment Service; collectively, "Confidential Information, Etc.") at Customer;
  - 1.2. There has been a leakage, loss, damage, or risk of the same to Confidential Information, Etc. at a third party to which Customer contracted the handling of Confidential Information, Etc.;
  - 1.3. Confidential Information, Etc. has been improperly used with regard to Online Shopping conducted by Customer, or there has been a risk of the same;
  - 1.4. Customer may be in breach of any of the provisions of the Agreement; or
  - 1.5. DGFT has otherwise determined that there is a need to investigate Customer in light of complaints related to Customer's Online Shopping or other circumstances.
2. An investigation under Article 24.1 may be conducted through the following means as necessary:
  - 2.1. By receiving written or oral reports of necessary matters;
  - 2.2. By receiving submission or presentation of documents or other property of Customer in relation to measures for the appropriate handling of Confidential Information, Etc. or the prevention of Unauthorized Use;
  - 2.3. By asking questions of and hearing explanations from Customer, a third party provided in Article 14.1(2), or their officers or employees; or
  - 2.4. By having Customer or the third party provided in Article 24.1(1.2) to enter the facilities or equipment in which Confidential Information, Etc. is handled and investigate the handling of such information
3. An investigation under Article 24.2(2.4) includes a digital forensic investigation (an investigation that includes restoring, collecting, analyzing, etc. records in computers, networking equipment, and other devices that handle information as digital data).
4. DGFT may invoice Customer for the expenses required for an investigation provided in Article 24.1(1.1) through Article 24.1(1.3) and that were newly incurred as a result of the investigation; provided, however, that this does not apply if Customer conducted a voluntary investigation and reported to DGFT.
5. Notwithstanding the provisions of Article 24.1 through Article 24.4, DGFT may ask Customer to

provide regular reports on matters separately designated by DGFT.

#### **Article 25. Appropriate Management of Confidential Information, Etc.**

1. If it manages Confidential Information, Etc. itself, Customer must take the necessary measures for the appropriate management of Confidential Information, Etc. entirely at the risk and expense of Customer in accordance with related laws, regulations, etc. Customer must also handle Confidential Information, Etc. with the due care of a prudent manager in order to prevent the leakage, loss, or damage of Confidential Information, Etc. If Customer contracts with a third party for the handling of Confidential Information, Etc., it shall appropriately manage the contractor in accordance with related laws and regulations, etc.
2. Customer must take the reasonable measures required by DGFT or Payment Providers for the appropriate management of Confidential Information, Etc. for which it is obligated under Article 25.1 (“Reasonable Measures”).
3. The specific methods and form of Reasonable Measures to be taken by Customer for the appropriate management of Confidential Information, Etc. under Article 25.2 shall be as separately provided by DGFT in a prescribed manner.
4. Notwithstanding the provisions of Article 25.3, DGFT may request that Customer change the methods or form if it is especially necessary for the prevention of leakage, loss, or damage of Confidential Information, Etc. (including, but not limited to, where technological developments, changes in the social environment, or other circumstances have caused the measures in the methods and form provided in Article 25.3 no longer to constitute Reasonable Measures). Customer shall comply with such requests. If Payment Providers have originated a request to DGFT, and DGFT has made a request to Customer under the first sentence of this paragraph pursuant thereto, Customer shall comply with the same.
5. Customer must cooperate in advance with DGFT if it seeks to change the specific methods and form provided in Article 25.4.

#### **Article 26. Response to Incidents**

1. If there has been leakage, loss, damage, or risk of the same to Confidential Information, Etc. held by Customer or its Contractor, Customer must take the following measures without delay at its own risk and expense:
  - 1.1. Investigate whether leakage, loss, or damage occurred;
  - 1.2. If leakage, loss, or damage has been confirmed as a result of the investigation under paragraph (1) above, investigate the timing, scope of effect (including specifying the Confidential Information, Etc. subject to the leakage, loss, or damage), facts, and causes thereof;
  - 1.3. Formulate and implement a plan with contents that are necessary and appropriate for the prevention of secondary losses and recurrence considering the results of the aforementioned investigations; and
  - 1.4. Publicly announce, or notify affected Payers of, the facts of the leakage, loss, or damage and the response to prevent secondary losses, as necessary.
2. In a case under the main body of Article 26.1 in which there is a risk of the expansion of the

scope of Confidential Information, Etc. subject to leakage, loss, or damage, Customer must immediately take the necessary measures to prevent the expansion of such losses. These measures include, but are not limited to, separation of Confidential Information, Etc. and other related information thereto.

3. Customer shall immediately report a case under the main body of Article 26.1 to DGFT, Payment Providers, the Service Partner and other persons designated by DGFT, and together with this, must report the following matters without delay with regard to the matters listed in Article 26.1:
  - 3.1. Prior to the implementation of any investigation under Article 26.1(1.1) and Article 26.1(1.2), the time and method thereof;
  - 3.2. The progress and results of any investigation under Article 26.1(1.1) and Article 26.1(1.2)
  - 3.3. In relation to Article 26.1(1.3), the contents of the plan and the schedule for its formulation and implementation;
  - 3.4. In relation to Article 26.1(1.4), the time, method, scope, and contents of publication; and
  - 3.5. Other related matters requested by DGFT, Payment Providers, the Service Partner or other persons designated by DGFT.
4. If there has been leakage, loss, or damage to Confidential Information, Etc. held by Customer or its Contractor and Customer has failed to take the measures provided in Article 26.1(1.4) without delay, DGFT, Payment Providers, the Service Partner or other persons designated by DGFT may publish that fact or notify the Payers related to the leaked, lost, or damaged Confidential Information, Etc. without the prior consent of Customer.

#### **Article 27. Measures to Prevent Unauthorized Use**

1. When implementing Online Shopping using the Payment Service, Customer must confirm, in accordance with relevant laws, regulations, etc. and with the due care of a prudent manager, that Online Shopping by Payers does not constitute unauthorized use (including impersonation, "Unauthorized Use").
2. The specific methods and form of measures to be taken for confirmation under Article 27.1 by Customer shall be as separately provided by DGFT in a prescribed manner.
3. Notwithstanding the provisions of Article 27.2, DGFT may request that Customer change the methods or form if and as it is especially necessary due to technological developments, changes in the social environment, or other circumstances. In this case, Customer shall comply with such a request.
4. DGFT shall, at its own risk and expense, resolve any disputes arising due to Customer conducting Online Shopping having mistaken a person other than the relevant individual for a Payer.

#### **Article 28. Handling of Fraudulent Use**

1. If there has been Fraudulent Use in Online Shopping provided by Customer, Customer shall conduct a necessary investigation without delay to correct it and prevent recurrence. Customer must also formulate and implement a plan with necessary and appropriate terms for correction and prevention of recurrence based upon the results of the investigation.

2. In a case under Article 28.1, Customer shall immediately report that fact to DGFT, and the Payment Providers through the Service Partner, and other persons designated by DGFT. In addition, Customer must report without delay on (1) the results of the investigation under Article 28.1, (2) the contents of the plan for correction and prevention of recurrence, and (3) the formulation and implementation schedule for the plan for correction and prevention of recurrence.

#### **Article 29. Formulation and Implementation of Corrective Plan**

1. In the following cases, DGFT, Payment Providers, or other persons designated by DGFT may request via the Service Partner, that Customer formulate and implement a plan necessary for the correction and improvement of the situation within a designated period of time, in which case Customer shall comply with the request:
  - 1.1. If Customer fails to perform its duties in Paragraphs 2 through 4 of Article 25 (Appropriate Management of Confidential Information, Etc.) or there is a risk of the same;
  - 1.2. If Confidential Information, Etc. held by Customer or a Contractor is leaked, lost, or damaged, or there is a risk of the same, and the duties in Paragraph 1(3) of Article 26 (Response to Incidents) are not performed within a reasonable period of time;
  - 1.3. If Customer has breached or risks breaching Article 27 (Measures to Prevent Unauthorized Use) or Article 28 (Handling of Fraudulent Use of Card Numbers, Etc.);
  - 1.4. If there has been Unauthorized Use of the Payment Service for Online Shopping provided by Customer and the duties in Article 28 (Handling of Fraudulent Use of Card Numbers, Etc.) are not performed within a reasonable period of time; or
  - 1.5. If there is otherwise a duty for DGFT, Payment Providers, or other persons designated by DGFT to take necessary measures for the correction and improvement of Customer pursuant to related laws and regulations, etc. in light of complaints received in relation to Online Shopping provided by Customer or other circumstances.
2. If DGFT, Payment Providers, or other persons designated by DGFT have requested the formulation and implementation of a plan under the provisions of Article 29.1, and have determined that the contents or implementation of the plan formulated by Customer are inadequate, they may, following consultation with Customer, present matters that are deemed necessary and appropriate for the correction and improvement of the same (including the time for implementation) and request that the same be carried out, in which case Customer shall comply therewith.

#### **Article 30. Receipt of Payment Amounts by DGFT as Agent**

1. Customer agrees to DGFT receiving Payment Amounts from Payment Providers on behalf of Customer, or the Service Partner receiving Payment Amounts from DGFT on behalf of Customer. In addition, Customer shall grant DGFT and the Service Partner authority as an agent in relation to the receipt of such amounts.
2. Customer agrees in advance that fees collected by Payment Providers may be deducted from Payment Amounts received by DGFT upon Customer's receipt from DGFT through the Service Partner. The amounts that may be deducted include, but are not limited to, the Payment Service Fees, other fees, expenses, and penalties arising pursuant to the Agreement, and Payment Amounts or Credit Sales Amounts (as defined in Paragraph (14) of Article 1 (Definitions) of the Credit Card Payment Service Terms of Use provided by DGFT) pursuant to Each Service Terms, Etc. that were subject to rejection, withholding, refund claims, etc.

3. Customer may not withdraw all or part of the power of attorney set forth in Paragraph 1 during the period in which the Agreement remains in effect.
4. At the time the Service Partner receives Payment Amounts from DGFT based on the power of attorney set forth in Paragraph 1, Customer's right to claim payment of the Payment Amount from DGFT will be extinguished.

#### **Article 31. Payment Service Fees**

1. The Payment Service Fees shall be prescribed in a separate agreement between Customer and the Service Partner.
2. Customer shall pay the Payment Service Fees in the following manner and on the following dates based upon the distinction between Deduction Fees and Payment Fees provided in Paragraph 1 of Article 32 (Settlement of Payment Service Fees and Payment Amounts).
3. **Deduction Fees.** In accordance with the provisions of Paragraph 2 of Article 32 (Settlement of Payment Service Fees and Payment Amounts), these will be deemed to have been paid by Customer to DGFT when DGFT deducts the Deduction Fees from the Payment Amount upon delivering the Payment Amount to Customer through the Service Partner. The payment date shall be prescribed in an agreement that is to be separately entered into between Customer and the Service Partner.
4. **Payment Fees.** Payment shall be made by the method prescribed in an agreement that is to be separately entered into between Customer and the Service Partner. The due date for such payments shall be prescribed in said agreement.

#### **Article 32. Settlement of Payment Service Fees and Payment Amounts**

1. Settlement of Payment Service Fees shall be made by distinguishing the fees as follows; provided, however, that Customer and DGFT may amend these distinctions in the Application Form if DGFT has specially agreed to do so.
2. **Deduction Fees.** Means the amount equivalent to the fees to be received after deductions from the Payment Amount by DGFT when DGFT pays the Payment Amount to Customer through the Service Partner.
3. **Payment Fees.** Means the fee received by the method prescribed in the agreement to be separately entered into between Customer and the Service Partner without deducting the equivalent amount from the Payment Amount.
4. DGFT shall deliver the Payment Amount received from Payment Providers to Customer through the Service Partner. DGFT shall pay it by remittance to the financial institution account designated by the Service Partner after deducting the Deduction Fees from the Payment Amount.
5. If the amount of the Payment Amount is less than the amount of the Deduction Fees, the Payment Amount shall be deducted from the Deduction Fees, and Customer shall pay the shortfall in the amount of Deduction Fees that cannot be collected by DGFT to DGFT, through the

Service Partner, by the method and deadline prescribed in the agreement to be separately entered into between Customer and the Service Partner.

6. If Customer has failed to pay Payment Service Fees or other amounts payable to DGFT through the Service Partner pursuant to Article 32.4, Article 32.5, or other provisions of the Agreement by the specified payment date without a reason that DGFT deems to be legitimate, DGFT may make deductions from subsequent Payment Amounts received from Payment Providers pursuant to Article 30 (Receipt of Payment Amount by DGFT as Agent) following the payment date and apply the deducted amounts to the payments by Customer to DGFT.
7. If a payment is made by Customer or DGFT to the other in accordance with Article 31 (Payment Service Fees) or Article 32, the party making the payment shall be responsible for financial institution remittance fees and other expenses.
8. If Customer, the Service Partner or DGFT has made a payment to the other party as an obligation under the Agreement, even if the other party is unable to confirm receipt of the payment due to circumstances caused by the other party (circumstances caused by the other party include, but are not limited to, system outages at the other party's financial institution and errors in the financial institution information provided by the other party), Customer, the Service Partner or DGFT shall be deemed to have performed their obligations at the time they used their financial institution to make a remittance (withdrawal) to the other party's financial institution; provided, however, that in this case, if the cause was an error in the financial institution information provided by the other party, Customer, the Service Partner or DGFT shall connect with the other party and make efforts to reasonably cooperate so that the other party receives the payment normally (such efforts include, but are not limited to, confirming the correct financial institution information and making the remittance again).
9. If Customer is late in the payment of Payment Service Fees, DGFT may stop providing the Payment Service to Customer. Even in this case, Customer may not be relieved from its obligations to pay the Payment Service Fees for the period of the stoppage. In addition, Customer shall pay the Payment Service Fees to DGFT through the Service Partner in the manner prescribed in the agreement to be separately entered into between Customer and the Service Partner.
10. DGFT may withhold the payment of the Payment Amount to Customer pursuant to Article 23.2 if any of the following has occurred to Customer (which shall include, regarding Paragraphs 1.2 through 1.7 and Paragraphs 1.10) through 1.12, a risk of the same having occurred). In this case, DGFT shall have no obligation to pay default interest or regular interest on the withheld Payment Amount.
  - 10.1. If Merchant Application Data Defects, etc. have occurred due to willful misconduct or gross negligence;
  - 10.2. If it has engaged in an act listed in Article 13 (Prohibited Matters);
  - 10.3. If it falls under Paragraph 2 of Article 40 (Cancellation of Agreement Due to Breach of Agreement, Etc.);
  - 10.4. If a note or check drawn or underwritten by it has been dishonored, or it has otherwise stopped making payments;
  - 10.5. If it has been subject to a petition for attachment, provisional attachment, provisional disposition, or arrears disposition, or it has been subject to a petition for bankruptcy, civil rehabilitation, corporate reorganization, voluntary restructuring, or special liquidation, or it

- has made such a petition, or it has dissolved other than through a merger;
  - 10.6. If it has suspended business or has received an administrative order including a suspension of business from competent authorities;
  - 10.7. If DGFT has determined based on reasonable grounds that Customer's financial condition or creditworthiness has deteriorated other than as provided in Paragraphs 1.4 through 1.6;
  - 10.8. If it has been determined that it abused the Credit Sales System in using the Payment Service
  - 10.9. If it failed to pay the Payment Service Fees without the consent of DGFT;
  - 10.10. If DGFT has determined that the business or state of Customer violates public order and morals
  - 10.11. If it has breached Article 38 (Exclusion of Anti-Social Forces);
  - 10.12. If it has acted to harm the reputation or credibility of DGFT or Payment Providers or impede their business; or
  - 10.13. If DGFT or Payment Providers otherwise determined it to be inappropriate.
11. If any of the following matters occurs at Customer, DGFT may refuse the payment of the Payment Amount to Customer of Paragraph 4 of this Article or may request Customer to return such a Payment Amount.
- 11.1. When Customer cancels or withdraws an Online Sale established with the Payer;
  - 11.2. When a complaint or dispute, etc. prescribed in Article 11 (Disputes with Payers) Paragraph 1 has arisen, and such a complaint or dispute, etc. has not been resolved even after 60 days has passed since the date of the Online Sale;
  - 11.3. When the payment of the Payment Amount has been refused or a request for the return of the Payment Amount has been made by the Payment Provider to Customer or DGFT based on a ground prescribed in the Payment Service Agreement or a Merchant Agreement between the Payment Provider and Customer;
  - 11.4. When it is found that an Online Sale has been conducted in violation of the provisions of the Agreement; or
  - 11.5. In addition, when DGFT refuses payment to Customer of the Payment Amount relating to an Online Sale, or has requested the return of the same, at its own reasonable judgement.

#### **Article 33. No Assignment of Position, Etc.**

- 1. Customer may not assign its position under the Agreement to a third party without the written consent of DGFT.
- 2. Customer must not assign, pledge, offer as collateral, or otherwise dispose of its own claims against DGFT or Payment Providers in relation to the Agreement.
- 3. If Customer has caused a comprehensive assumption of its position under the Agreement through a merger, company split, or other reorganization under the Companies Act (Act No. 86 of 2005, as amended), it must cause its successor to submit the documents prescribed by DGFT or Payment Providers to DGFT within 30 days of the assumption. If the documents have not been submitted within this period, DGFT may terminate the Agreement without any warning.

#### **Article 34. Liability for Compensation**

1. If Customer or DGFT has harmed the other party due to a breach of the Agreement or in relation to the use or provision of the Payment Service, they must provide compensation for the harm; provided, however, that the scope of such compensation liability shall be limited to losses actually and ordinarily incurred by the other party as a direct result and shall not include losses arising due to lost opportunities, lost profits, or other special circumstances, or losses incurred indirectly (including, but not limited to, lost transactional opportunities with Payers at Shops affected by system outages). DGFT shall also have no liability to provide compensation for losses incurred by Customer due to a change, stoppage, interruption, misprocessing, etc. of the Payment Service based upon reasonable or unavoidable circumstances. Customer acknowledges this.
2. The maximum amount of compensation that DGFT will pay to Customer pursuant to the Agreement shall be the total Payment Service Fee paid by Customer to DGFT during the past three months as of the time the compensation was paid, except if due to the willful misconduct or gross negligence of DGFT. This limitation will apply regardless of any default, contractual non-compliance by statute, unjust enrichment, tortious act, or other statutory grounds to demand compensation.
3. Customer and DGFT will resolve any issues arising with third parties due to a breach of the Agreement or in relation to the use or provision of the Payment Service at their own risk and expense.
4. Even in the event that DGFT has become unable to provide all or part of the Payment Service due to the termination of a Payment Business Agreement between DGFT and Payment Providers for any reason, it shall not be deemed a breach of the Agreement, and DGFT shall have no liability for it. Customer acknowledges this.
5. Customer and DGFT, in the event of the performance of an obligation under the Agreement having been impossible or delayed due to earthquake, flood, fire, epidemic of a serious disease, war, civil uprising, riot, terrorism, strike action, defects, malfunctions, or failures in communication lines, such as for the internet, the amendment or abolition of laws and ordinances, the orders of a competent government agency, administrative guidance, or other force majeure event (hereinafter in these Terms referred to as "Force Majeure Event") shall not bear responsibility to the other party for the inability to perform or the delayed performance. In addition, Customer and DGFT shall not bear the obligation to compensate for the damage incurred by the other party as a result of this, and Customer acknowledges the same.

#### **Article 35. Term of Agreement**

1. The term of the Agreement shall commence on its effective date and shall continue until and unless terminated in accordance with this Agreement.

#### **Article 36. Amendment of these Terms, Etc.**

1. DGFT shall amend these Terms and Each Terms of Payment Service from time to time. In this case, DGFT shall provide a certain period of prior notice and notify Customer through the Service Partner of the amended contents of these Terms and Each Terms of Payment Service.

#### **Article 37. Exclusion of Anti-Social Forces**



1. Customer represents to DGFT that it and its officers, etc. are not any of the following, and covenant that they will not become any of the following in the future:
  - 1.1. A criminal organization;
  - 1.2. A member of a criminal organization;
  - 1.3. A quasi-member of a criminal organization;
  - 1.4. A criminal organization affiliated enterprise;
  - 1.5. A person who may make violent illegal demands, etc. for improper benefits from businesses, etc., and who threatens the safety of citizens' lives;
  - 1.6. A person who may make violent illegal demands, etc. for improper benefits under the guise or title of a social movement or political activity, and who threatens the safety of citizens' lives;
  - 1.7. A group or individual other than those listed above who, backed by a relationship with a criminal organization, uses their power or has funding ties with them and is a core of structural improprieties; or
  - 1.8. Another person analogous to those listed above.
2. Customer represents to DGFT that it will not engage in the following acts either by itself or by using third parties:
  - 2.1. Violent demands;
  - 2.2. Improper demands that exceed legal liabilities; Use of threatening language and behavior or violence in relation to transactions
  - 2.3. Spreading rumors, using falsehoods, or using power to harm the credibility or impede the business of the other party; or
  - 2.4. Other acts analogous to those listed above.
3. DGFT may immediately suspend all or part of their transactions with Customer (not limited to transactions pursuant to the Agreement; the same applies below in this Article) or cancel all or part of its agreements with Customer by notice to Customer, without any warning or other procedures being required, if it is reasonably suspected that Customer will breach or has breached the covenants provided above. DGFT shall have no liability to explain or disclose the content and/or basis of such reasonable suspicion to Customer. Customer and DGFT also acknowledge that DGFT shall have no liability for losses, etc. incurred by Customer due to or in relation to the cancellation.
4. Customer acknowledges that if DGFT has incurred losses due to Customer breaching the covenants under Article 37.1 or Article 37.2, Customer will have the obligation to compensate DGFT for said losses.

### **Article 38. Early Termination**

1. Customer may terminate the Agreement by giving the Service Partner notice in writing (including e-mail; the same applies below in this Article) of no less than two months . The effective date of the termination ("Termination Date") shall be the last day of the month of the day on which two months has passed after the receipt of the writing by DGFT. In this case, Customer need only pay the fees incurred through the Termination Date based upon the contents written or recorded in the Application Form. Furthermore, Customer may not terminate the Agreement for just some of Each Payment Service.
2. DGFT may terminate the Agreement on its desired termination date, even during the effective

period of this Agreement, by providing not less than two months' prior written notice.

3. DGFT may suspend part or all of the Payment Service or terminate the Agreement during the effective term of the Agreement without prior notice to Customer if circumstances have arisen that make it impossible for DGFT to continue to provide part or all of the Payment Service due to events that are not attributable to DGFT, or emergency and unavoidable circumstances.

#### **Article 39. Cancellation of Agreement Due to Breach of Agreement, Etc.**

1. If DGFT or a Payment Provider determines that the continuation of the Agreement is inappropriate due to complaints, etc. from Payer, and the reason is not resolved despite DGFT having issued a demand that prescribes a reasonable period of time, DGFT may immediately terminate the Agreement in whole or in part.
2. Notwithstanding the provisions of Article 40.1., DGFT may immediately cancel the Agreement in whole or in part by notice to Customer, with no warning, if any of the following has occurred regarding Customer:
  - 2.1. If Merchant Application Data Defects, etc. have occurred due to willful misconduct or gross negligence by Customer;
  - 2.2. If it has engaged in an act listed in Article 13 (Prohibited Matters);
  - 2.3. If it has breached Article 33 (No Assignment of Position, Etc.);
  - 2.4. In addition to each of the preceding items, if the Agreement has been violated, and Customer has not rectified the violation despite the issuance of a demand beforehand;
  - 2.5. If a note or check drawn or underwritten by it has been dishonored or it has otherwise stopped making payments; If it has been subject to a petition for attachment, provisional attachment, provisional disposition, or arrears disposition, or it has been subject to a petition for bankruptcy, civil rehabilitation, corporate reorganization, voluntary restructuring, or special liquidation, or it has made such a petition, or it has dissolved other than through a merger;
  - 2.6. If it has suspended business or has received an administrative order including a suspension of business from competent authorities;
  - 2.7. If DGFT has determined based on reasonable grounds that Customer's financial condition or creditworthiness has deteriorated other than as provided in Paragraphs 2.5) through 2.7);
  - 2.8. If it has been determined that it is abusing the Credit Sales System in using the Payment Service;
  - 2.9. If it failed to pay the Payment Service Fees without the consent of DGFT;
  - 2.10. If DGFT has determined that the business or state of Customer violates public order and morals;
  - 2.11. If it has acted to harm the reputation or credibility of DGFT or Payment Providers or impede their business;
  - 2.12. If it has not used the Payment Service in at least one year;
  - 2.13. If it has been found that the contents represented and warranted in Paragraph 10 of Article 3 (Reviews, Etc.) is untrue or there is a risk of the same;
  - 2.14. If DGFT or Payment Providers otherwise determined it to be inappropriate; or
  - 2.15. If the agreement between the Service Partner and Customer is terminated.
3. Notwithstanding the provisions of Article 31.1, Customer may immediately cancel the Agreement in full or in part by notice to DGFT, with no warning, if any of the following has occurred regarding

DGFT:

- 3.1. If a note or check drawn or underwritten by it has been dishonored or it has otherwise stopped making payments;
  - 3.2. If it has been subject to a petition for attachment, provisional attachment, provisional disposition, or arrears disposition, or it has been subject to a petition for bankruptcy, civil rehabilitation, corporate reorganization, voluntary restructuring, or special liquidation, or it has made such a petition, or has dissolved other than through a merger;
  - 3.3. If DGFT has suspended business or has received an administrative order including a suspension of business from competent authorities;
  - 3.4. If Customer has determined based on reasonable grounds that DGFT's financial condition or creditworthiness has deteriorated other than as provided in Paragraphs 3.1 through 3.3;
  - 3.5. If Customer has determined that the business or state of DGFT violates public order and morals; or
  - 3.6. If it has acted to harm the reputation or credibility of Customer or impede its business.
4. If a party has canceled the Agreement in full or in part due to an event listed above in this Article 40, it may demand that the other party provide compensation for losses incurred by it due to the cancellation in accordance with Article 34 (Liability for Compensation).
  5. If Customer falls under Article 31.2 or DGFT falls under Article 31.3, the obligations of that party shall be accelerated, and upon demand of the other party, they shall immediately repay all obligations they have to the other party in one lump sum.

#### **Article 40. Measures Following Termination of Agreement**

1. If the Agreement has terminated for any reason, Customer shall immediately halt all notices of Products/Services and all solicitations of Products/Services based upon payment through the Payment Service.
2. Online Shopping between Customer and Payers through the Payment Service upon or prior to the termination of the Agreement will be processed between Customer and DGFT in accordance with the Agreement even after the termination of the Agreement, unless individually excluded by DGFT with an explanation of the reasons.
3. Customer agrees in advance that the Agreement will apply to the following matters pursuant to Each Terms of Payment Service in relation to Online Shopping through the Payment Service during the term of the Agreement, even if the Agreement has terminated:
  - 3.1. Cancellation of sale;
  - 3.2. Withholding of payment of sale proceeds;
  - 3.3. Demand for refund of paid sale proceeds; and
  - 3.4. If rights of DGFT or Payment Providers may be exercised, the exercise of such rights by DGFT or Payment Providers.

#### **Article 41. Governing Law, Etc.**

1. The Agreement shall be written and interpreted in the Japanese language, and interpreted in accordance with the laws of Japan.

2. Customer and DGFT acknowledge that these Terms may be amended based upon consultation between the parties regarding the principal term of the Payment Service Fee, and therefore, these Terms do not constitute standard terms and conditions as defined in Article 548-2 of the Civil Code (means Act No. 89 of 1896, includes subsequent amendments thereto).

**Article 42. Agreed Court of Jurisdiction**

1. Customer and DGFT agree that the Tokyo District Court shall be the agreed court of exclusive jurisdiction in the first instance if the need for litigation has arisen between Customer and DGFT in relation to the Agreement.
2. If a portion of the Agreement has been determined to be invalid or illegal by a court with jurisdiction, the remaining portions of the Agreement outside the determination of the court shall not be impacted and shall remain in effect.

## **Exhibit 1 - Payment Information Processing Service Development Software Terms of Use**

Customer and DGFT agree as follows in relation to software provided by DGFT (“**Software**”) for the purpose of developing computer programs used on Customer-side servers for the use of the Payment Service.

### **Article 1. License of Software**

1. DGFT grants Customer through the Service Partner a non-exclusive license to use these Payment Information Processing Service Development Software Terms of Use (the “**Payment Software Terms of Use**”) to the extent of the following:
  - 1.1. Use of the Software on server equipment properly occupied and managed by Customer (“**Server Equipment**”) to transmit and receive communications with DGFT equipment as necessary to use the Payment Service, and to develop computer programs that operate on the Server Equipment (“**Customer Server Software**”) using the Software.
2. This license is conditional upon Customer agreeing to all provisions of the Payment Software Terms of Use.
3. Customer shall follow 3.1 and 3.2 below in paragraph 1 above.
  - 3.1. They shall construct Server Equipment so that the Software and Customer Server Software cannot be copied or altered by third parties, and shall make the Server Equipment accessible and usable in accordance with the operational procedures prescribed by DGFT.
  - 3.2. The use of the Software by the store site operator through the Server Equipment must be in accordance with the restrictions on rights provided in these Terms and the terms and conditions of use, including the limitations on liability of DGFT.

### **Article 2. Restrictions on Use**

1. Protection of Copyrights, Etc.
  - 1.1. Intellectual property rights in the Software shall belong to DGFT and/or the original rights holder.
  - 1.2. Customer shall not remove any indications of intellectual property rights (including, but not limited to, copyright legends included in the Software and indications that it is a DGFT product).
  - 1.3. Customer shall not alter, reverse engineer, decompile, or disassemble Software that is not provided in source code form.
  - 1.4. Customer shall not pledge, lend, assign, etc. its rights pursuant to these Terms to third parties.
2. No Use for Other Purpose.
  - 2.1. Customer shall not use the Software or its components other than for purposes of using the Payment Service.
3. Changes and Updates.
  - 3.1. Customer shall follow the directions in the notices provided in the cases provided in 3.1.1 and 3.1.2 below:
    - 3.1.1. If Customer has been provided with an update, revision, or new release of the

Software or its components (collectively, "Revision") and has been notified to use the Revision, through the Service Partner; and

- 3.1.2. If Customer has been notified that a change to Customer Server Software by Customer is necessary in response to a change to the Software by DGFT.
- 3.2. Customer agrees in advance that if Customer has failed to follow the directions provided in Article 2.3(1), it may not be possible to ordinarily use the Payment Service, and that DGFT shall have no liability for any resulting damages incurred by Customer or third parties (including, but not limited to, counterparties of Customer).
- 3.3. These Terms shall also apply to "Revisions" as provided in Article 2.3(1).
- 3.4. DGFT shall provide technical support for the Software to the extent provided in paragraphs 3.4.1 through 3.4.3 below:
  - 3.4.1. Distribution to Customer of Revisions prescribed by DGFT and installation instructions for such Revisions;
  - 3.4.2. Making it downloadable or viewable by Customer; and
  - 3.4.3. If Customer itself needs to change the Customer Server Software, notifying Customer of the changes to relevant portions of the Software and the method thereof.

### **Article 3. Export Controls**

1. Customer shall comply with export control laws and other applicable laws and regulations when taking the Software to a foreign country.

### **Article 4. Customer Liability**

1. Customer shall develop Customer Server Software at its own risk and expense.
2. Customer shall determine itself whether the Software conforms to the objectives of Customer.

### **Article 5. DGFT Liability**

1. Customer shall use the Software at its own risk. DGFT shall not be liable for any losses incurred by Customer due to erroneous operation, etc. of the Software by Customer, except if attributable to DGFT.

### **Article 6. Term and Termination**

1. The term of the license for the Software shall be identical to the term of the Agreement.
2. Customer shall discard all copies of the Software and terminate the use of it upon the termination of the Software License pursuant to the Payment Software Terms of Use.

**Exhibit 2 - Contracted Credit Information Bureaus**

Details	
<b>Japan Consumer Credit Association Merchant Information Exchange Center (JDM Center)</b>	
Address	Sumisei Nihombashi Kozunamachi Bldg. 14-1 Nihombashi Koamicho, Chuo-ku, Tokyo 103-0016
Telephone No.	03-5643-0011
Joint Use Manager	Representative Director: Tetsuo Matsui Japan Consumer Credit Association Merchant Information Exchange Center
URL	<a href="https://www.j-credit.or.jp/">https://www.j-credit.or.jp/</a>
Purposes of Joint Use	For the purposes of contributing to the healthy development of credit transactions and protecting consumers by improving the accuracy of reviews when member companies enrolled in the Merchant Information exchange system (“JDM Members”), enter into or continue merchant agreements, eliminating bad merchants, and strengthening merchant security measures by DGFT and/or Payment Providers registering information relating to acts that fail to protect Payers, etc., information related to acts suspected of the same, information for which it is difficult to determine whether it constitutes the aforementioned information, information relating to acts that impede the appropriate management of credit card numbers, etc., and information relating to acts that risk the same with JDM Center, and providing it to JDM Members for their joint use through the Merchant Information exchange system operated as an approved installment sales association as provided in the Installment Sales Act.
Jointly Used Information	<ol style="list-style-type: none"> <li>1. Facts and circumstances of necessary investigations for complaint resolution concerning the merchant, etc. in a comprehensive credit purchase brokerage transaction or individual credit purchase brokerage transaction</li> <li>2. Facts and circumstances of measures taken to prevent recurrence and respond to complaints concerning the merchant, etc. in comprehensive credit purchase brokerage transactions</li> <li>3. Facts and circumstances of the cancellation of an agreement pertaining to comprehensive credit purchase brokerage or individual credit purchase brokerage due to acts that fail to protect Payers, etc. in relation to comprehensive credit purchase brokerage or individual credit purchase brokerage services</li> <li>4. Information of objective facts related to acts that would cause improper harm against a JDM Member, Payer, etc. concerning failures or suspected failures to protect Payers, etc. or cases that cannot be determined to be either</li> <li>5. Contents of requests from Payers, etc. (not limited to those who have contracted) to JDM Members and those contents that are information of acts or suspected acts that fail to protect users, etc. or cannot be determined to be either</li> <li>6. Information collected by JDM Center regarding facts published by administrative organs and their contents (published information of violations or potential violations of the Act on Specified Commercial Transactions, etc.)</li> <li>7. Facts and circumstances of necessary investigations to determine the causes or take measures to prevent the recurrence of leakage or other incidents involving</li> </ol>

	<p>credit card numbers, etc. at the merchant, or suspected cases of the same, in comprehensive credit purchase brokerage transactions</p> <ol style="list-style-type: none"> <li>8. Contents of fraudulent use or facts and circumstances of necessary investigations to take measures to prevent recurrence in cases where the occurrences of fraudulent use of credit cards at the merchant, etc. impede or risk impeding the prevention of fraudulent use at the merchant in comprehensive credit purchase brokerage transactions</li> <li>9. Information relating to failures to comply with the necessary standards required by laws and regulations for the appropriate management of credit card numbers, etc. by merchants in comprehensive credit purchase brokerage transactions</li> <li>10. In relation to items 7 and 8 above, facts and circumstances of the merchant taking measures to comply with the standards required by laws and regulations, prevent recurrence, etc.</li> <li>11. Facts and circumstances of an agreement for the handling of credit card numbers, etc. being cancelled due to the merchant failing to comply, or not being expected to comply with the standards required by laws and regulations, in response to guidance for the measures in items 2 and 10 above</li> <li>12. Information relating to acts that fail to protect Payers, etc. and acts that impede the appropriate management of credit card numbers, etc., other than that listed above</li> <li>13. The name, address, telephone number, and date of birth of the merchant concerned in each of the items listed above (in the case of a legal entity, the corporation number, name, address, telephone number, and name and date of birth of the representative); provided, however, that this excludes the name and date of birth (in the case of a legal entity, the name and date of birth of the representative) from the information provided in item 5 for which it is difficult to determine whether such an act occurred</li> <li>14. If a merchant representative participates in the management of another retailer, etc., and information concerning the items listed above is registered with the Contracted Credit Information Bureau, such information</li> </ol>
<p>Registration Period</p>	<p>The aforementioned information will be registered for a term of no more than five years from the registration date, date of completion of necessary measures (date when all necessary measures were completed if multiple measures are necessary), or cancellation date of the agreement.</p>
<p>Scope of Joint Use</p>	<p>Comprehensive credit purchase brokers, individual credit purchase brokers, advance payment providers, and credit card number, etc. handling contract providers who are Association members and JDM Members as well as JDM center (JDM member names can be confirmed at the aforementioned website.)</p>