

DGFT - Internet Banking Service Terms of Use

These Internet Banking Service Terms of Use (“**Bank Payment Terms**”) apply in addition to the Terms of Use for Payment Service Agreement (in these Bank Payment Terms, the “**Basic Terms**”) if Customer uses the Internet Banking Service provided by DGFT pursuant to the Basic Terms. The meanings of defined terms used in the Bank Payment Terms, unless otherwise provided in the terms, shall follow their definitions in the Basic Terms.

Article 1. Definitions of Terms

The following terms shall have the following meanings in the Bank Payment Terms.

1. “**Financial Institution, Etc.**” means a bank, credit union, credit association, labor credit union, or other financial institution.
2. “**Bank Payment Collection Provider**” means a Financial Institution, Etc. that has entered into an agreement with DGFT providing for the provision of services related to Bank Payments by DGFT to the Financial Institution, Etc. as an agent of Customer.
3. In the Bank Payment Terms, “Payment Provider” in Article 1 (Definitions of Terms) of the Basic Terms means a “**Bank Payment Collection Provider.**”
4. In the Bank Payment Terms, “**Affiliated Payment Provider**” in Article 1 (Definitions of Terms) in the Basic Terms means a Financial Institution, Etc. that is affiliated with a Bank Payment Collection Provider.
5. A reference to an article number in the Bank Payment Terms that does not specifically refer to the title of a set of terms refers to an article number in the Bank Payment Terms.

Article 2. Engagement of DGFT

1. Subject to the Customer’s compliance with these Bank Payment Terms and the Basic Terms, DGFT undertakes to provide the following services:
 - 1.1. Requests to Bank Payment Collection Providers for collection of Payment Amount;
 - 1.2. Receipt from Bank Payment Collection Providers of information relating to deposits of collected Payment Amounts;
 - 1.3. Receipt of collected Payment Amounts from Bank Payment Collection Providers;
 - 1.4. Other services agreed to by Customer and DGFT; and
 - 1.5. Other services related or incidental to those listed above
2. DGFT may add banks with whom the Internet Banking Service may be used. Customer shall comply with any request by DGFT through the Service Partner to submit documents or other matters necessary for the procedures upon the addition of a bank.

Article 3. Contents of Internet Banking Service

1. If a Payer has selected Bank Payment as the payment method for a Payment Amount in Online Shopping, DGFT shall acquire the Payment Data in the information concerning the Online Shopping as prescribed by the Payment Provider on the server of the Payment Provider. DGFT shall also provide the Payer with a means for processing payments in the method prescribed by the Payment Provider. The details of the means of payment prescribed by the Payment Provider shall be as specified in the manual separately provided by DGFT.
2. If a Payer has completed the payment procedures prescribed by the Payment Provider for the means for processing payments provided in Article 3.1 (“Payment Procedures”), DGFT will collect the Payment Amount for the Online Shopping by receiving the Payment Amount from the Payer through the Payment Provider; provided, however, that if Payer does not complete the Payment Procedures for any of the following reasons notwithstanding the Payer having selected payment

by Bank Payment, this collection shall not be conducted. These reasons include, but are not limited to, a transfer cancellation request or a system outage at Customer, DGFT, the Payment Provider, etc.

3. Customer agrees that upon the Payment Provider receiving the Payment Amount from the Payer under Article 3.2, the payment of the Payment Amount by Payer will be deemed complete.
4. DGFT shall promptly notify Customer through the Service Partner of any information of the completion of Payment Procedures that it has received from a Payment Provider once Payment Procedures by a Payer have been completed pursuant to Article 3.3.

Article 4. Refund of Payment Amounts

1. If it has become necessary for Customer to refund a Payment Amount to a Payer (including, but not limited to, cancellation of a transaction between Customer and the Payer), Customer will handle it without delay at its own responsibility. In this case, DGFT will have no responsibility whatsoever; Customer acknowledges this.
2. If DGFT has incurred any losses in relation to Article 4.1, Customer shall immediately indemnify against them.

Article 5. Refusal and Withholding of Payments by Payment Providers

1. DGFT or a Payment Provider may withhold or refuse payment of a Payment Amount received by the Payment Provider or cancel a transaction for Products/Services if the following apply in relation to the sale or provision of Products/Services using the Internet Banking Service:
 - 1.1. It has been determined that Online Shopping was provided in violation of the provisions of the Agreement; or
 - 1.2. DGFT has otherwise in its reasonable discretion rejected payment or demanded a refund of the Payment Amount for Online Shopping as against Customer
2. DGFT and the Payment Provider may withhold the payment of a Payment Amount to Customer until the completion of any investigation that DGFT or the Payment Provider deems necessary in relation to Online Shopping using the Internet Banking Service.
3. DGFT will not be obligated to make any payments to Customer in relation to a transaction if DGFT or a Payment Provider has withheld or rejected payment of the Payment Amount due to the circumstances provided in Article 5(1) or Article 5(2) or other circumstances, unless due to circumstances attributable to DGFT.
4. DGFT and the Payment Provider may demand that Customer refund a Payment Amount in the following cases either directly or through the Service Partner:
 - 4.1. If DGFT or the Payment Provider has rejected the payment due to the circumstances provided in Article 5(1) after DGFT has paid the Payment Amount to Customer through the Service Partner; or
 - 4.2. If DGFT or the Payment Provider has cancelled a transaction in relation to the Internet Banking service due to the circumstances provided in Article 5(1) after DGFT has paid the Payment Amount to Customer through the Service Partner;

In these cases, Customer shall immediately refund the Payment Amount to DGFT or the Payment Provider.

5. DGFT may conduct refunds pursuant to Article 5(4) in either of the following methods:
 - 5.1. By requesting a transfer in the amount of the Payment Amount from Customer to the financial institution account designated by DGFT or the Service Partner; or
 - 5.2. By deducting the amount of the refund demand from Payment Amounts paid to Customer following the refund demand.
6. DGFT may refund a Payment Amount to a Payment Provider on behalf of Customer in the following cases:
 - 6.1. If DGFT or the Payment Provider has rejected the payment due to the circumstances

provided in Article 5(1) or other circumstances after the Payment Provider has paid the Payment Amount to DGFT (except as provided in Article 5(4); the same applies in item 6.2; or

- 6.2. If DGFT or the Payment Provider has cancelled a transaction in relation to the Internet Banking service due to the circumstances provided in Article 5(1) or other circumstances after the Payment Provider has paid the Payment Amount to DGFT.

Article 6. Compliance with Laws and Regulations

1. Customer must comply without delay with any of the following demands by DGFT to comply with obligations under the Banking Act (Act No. 59 of 1981, as amended) and other laws and regulations relating to the Internet Banking Service:
 - 1.1. Indication of matters demanded by laws and regulations;
 - 1.2. Construction of management systems required by laws and regulations; and
 - 1.3. Other responses deemed necessary by DGFT.

Such demands include those to accept inspections by authorities with jurisdiction pursuant to laws and regulations where the inspections include entering Customer's premises as well as DGFT.