

## DGFT - Convenience Store Payment Service Terms of Use

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These Convenience Store Payment Service Terms of Use (“**Convenience Store Payment Terms**”) apply in addition to the Terms of Use for Payment Service Agreement (in these Convenience Store Payment Terms, the “**Basic Terms**”) if Customer uses the Convenience Store Payment Service provided by DGFT pursuant to the Basic Terms. The meanings of defined terms used in the Convenience Store 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 Convenience Store Payment Terms.

1. “**Convenience Store Payment Service**” means services for collection of Payment Amounts at Shops and related information processing provided by DGFT pursuant to a Convenience Store Collection Service Agreement entered into between DGFT and a Payment Provider.
2. “**Convenience Store Collection Service Agreement**” means an agreement relating to services for collection of Payment Amounts and related information processing entered into between DGFT and a Payment Provider.
3. “**Convenience Store Collection Provider**” means an operator of a convenience store chain that has entered into a Convenience Store Collection Service Agreement with DGFT.
4. In the Convenience Store Payment Terms, “**Payment Provider**” in Article 1 (Definitions of Terms) of the Basic Terms means a Convenience Store Collection Provider.
5. In the Convenience Store Payment Terms, “**Affiliated Payment Provider**” in Article 1 (Definitions of Terms) in the Basic Terms means a convenience store that is a franchisee of a convenience store chain or a convenience store company affiliated with a Convenience Store Collection Provider.
6. A reference to an article number in the Convenience Store Payment Terms that does not specifically refer to the title of a set of terms refers to an article number in the Convenience Store Payment Terms.

### Article 2. Engagement of DGFT, Etc.

1. Subject to Customer’s compliance with these Convenience Store Payment Terms and the Basic Terms, DGFT undertakes the provision of the following services:
  - 1.1. Requests to Convenience Store Collection Providers for collection of Payment Amounts;
  - 1.2. Receipt of information relating to deposits of collected Payment Amounts from Convenience Store Collection Providers;
  - 1.3. Receipt of Payment Amounts collected by Convenience Store Collection Providers;
  - 1.4. Other services agreed by Customer and DGFT; and
  - 1.5. Other services related or incidental to those listed above.
2. DGFT may add Convenience Store Collection Providers with whom the Convenience Store Payment 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 Convenience Store Collection Provider.

3. DGFT shall display the Convenience Store Collection Providers with whom the Convenience Store Payment Service may be used, and the Convenience Store Collection Providers that Customer may use, in MAP.

### **Article 3. Receipt of Payment Amounts as Agent**

1. Customer shall consent to a Payment Provider or its Affiliated Payment Provider (“Payment Provider, Etc.”; the same applies below in the “Convenience Store Payment Terms”) receiving Payment Amounts as an agent of Customer pursuant to the engagement for services provided in Paragraph 1(1.1) of Article 2 (Engagement of DGFT, Etc.). In this case, Customer confirms that a claim for payment of a Payment Amount by Customer against a Payer that arose due to Online Shopping between Customer and the Payer will be extinguished by the Payment Provider, Etc. receiving the Payment Amount.

### **Article 4. Agreements, Etc. with Payers**

1. Customer and DGFT confirm that the sale/provision of Products/Services by Customer are agreements between Customer and Payers (“External Agreements”) and that Payment Providers, Etc. will not be directly or indirectly related to External Agreements. In this case, Payment Providers, Etc. will not be related to External Agreements, including from the shipment of the Products/Services until the completion of receipt by the Payers.
2. If DGFT or a Payment Provider, Etc. has received an objection, complaint, etc. from a Payer or third party in relation to the provision of the Convenience Store Payment Service, they shall promptly notify Customer through the Service Partner. Customer shall also immediately take the necessary measures to resolve the issue in accordance with the directions of DGFT through the Service Partner or Payment Providers, Etc. through DGFT. It is confirmed that the aforementioned notice or directions will not relieve Customer of its obligation to provide compensation for losses.
3. If Customer has received a communication that a response to a Payment Provider, Etc. is necessary (including, but not limited to, a notice pursuant to Article 4.2), Customer shall be obligated to respond to DGFT through the Service Partner with the contents of the measures to be taken, etc. as promptly as possible. In this case, Customer shall implement the necessary measures for Payers (including, but not limited to, measures to stop the shipment of Products/Services) at its own responsibility and cost.
4. Customer shall clearly indicate the following matters to Payers through its website or other multimedia (provided, however, that items 4.4 through 4.6 shall be efforts obligations):
  - 4.1. Payment Providers, Etc. provide payment agency services for Payment Amounts from Payers through convenience stores;
  - 4.2. Payment Providers, Etc. will only accept payments in yen within Japan, and cancellations of Online Shopping with Customer are to take place between Customer and Payers
  - 4.3. Registration and use of Payer personal information;
  - 4.4. Payers will be adults to the extent possible, and applications in the names of third parties are prohibited (including fictitious names, anonymous applications, etc.);

- 4.5. Time of formation of the External Agreement; and
  - 4.6. Approval that External Agreement is a “standard form agreement” and may be amended from time to time.
5. Customer may not link to the websites created by Payment Providers, Etc. from a website created by Customer.

#### **Article 5. Contents of Convenience Store Payment Service**

1. Payment Providers, Etc. will receive the Payment Amounts for Products/Services as listed or registered in the payment request slips or receipt numbers issued or registered to Payer in the collection systems of Payment Providers, Etc. in cash (Japanese yen) on behalf of Customer within the provided collection period. This service will be provided based upon the Payment Amount information received by Payment Providers, Etc. from Customer (“Purchase Information”). Based on this, DGFT shall provide the service of collecting the Payment Amounts through Payment Providers, Etc.
2. If Customer provides a mobile phone or other screen to Payers by processing the contents of the payment request slips or receipt numbers, it shall make a request to that effect to Payment Providers, Etc., through the Service Partner and DGFT in advance, and obtain approval for the provided screen.
3. Payment Providers, Etc. will collect the amounts listed in payment request slips based upon the fee collection information registered in the payment request slips or receipt numbers brought to convenience stores by Payers. In addition, Payment Providers, Etc. shall provide fee collection data to DGFT and to Customer through DGFT and the Service Partner.

#### **Article 6. Special Rules for Products/Services**

1. Customer may not sell or provide anything for which the Payment Amount exceeds 300,000 yen per application, in addition to those things provided in Paragraph 2 of Article 8 (Products/Services Sold/Provided) of the Basic Terms.

#### **Article 7. Customer Responsibility**

1. Customer shall promptly perform and complete the shipment or provision of Products/Services to Payers following the formation of External Agreements.
2. If any item in Paragraph 1 or Paragraph 2 of Article 40 (Cancellation of Agreement Due to Breach of Agreement, Etc.) of the Basic Terms is applicable to Customer, Customer shall immediately contact DGFT through the Service Partner. In addition, Customer shall contact and responsibly deal with any Payer for whom performance has not been completed following formation of an External Agreement.

#### **Article 8. Refusal and Withholding of Payments by Payment Providers**

1. DGFT or a Payment Provider, Etc. may cancel the receipt of a collection request or withhold the payment of a collected Payment Amount if any of the following apply to Customer in relation to a collection request related to the Convenience Store Payment Service:

- 1.1. The Payer has cancelled the agreement for Online Shopping;
  - 1.2. Shipment or provision of the Products/Services for the Online Shopping with the Payer has become difficult due to Customer's circumstances;
  - 1.3. The Payer has demanded a refund of the Payment Amount for Online Shopping from the Payment Provider, Etc. due to a problem arising with Products/Services concerning the Online Shopping with the Payer (including, but not limited to, defects in and failure to deliver Products/Services; the same applies below in this Article 8), and the dispute between Customer and the Payer has not been resolved within thirty (30) days following the demand;
  - 1.4. The Payment Provider, Etc. has refunded the Payment Amount for Online Shopping provided by Customer within a certain period of time during which the Payment Provider, Etc. has rights after the Payment Provider, Etc. has received the Payment Amount for the Online Shopping;
  - 1.5. The Payment Provider, Etc. has refunded the Payment Amount for the Telecommunications Transaction to Payer due to a problem arising with Products/Services concerning the Online Shopping with the Payer;
  - 1.6. The Payment Amount for Online Shopping with the Payer was paid by other means (including, but not limited to, Credit Card, electronic money, etc.), and there has been a rejection of payment or demand for a refund of the Payment Amount from a payment provider with which the Payment Provider, Etc. has a contract (including, but not limited to, Credit Card companies and electronic money issuers) to the Payment Provider or Affiliated Payment Provider. It has been determined that Online Shopping was provided in violation of the provisions of the Agreement; and
  - 1.7. 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, Etc. may withhold the payment of a Payment Amount to Customer until the completion of any investigation that DGFT or the Payment Provider, Etc. deems necessary in relation to Online Shopping for which the Convenience Store Payment Service is used as the means of payment.
  3. DGFT will not be obligated to make any payments to Customer in relation to a transaction in the following cases, unless due to circumstances attributable to DGFT.
    - 3.1. If DGFT or the Payment Provider, Etc. has cancelled the receipt of the collection request due to the circumstances provided in Article 8.1 or Article 8.2 or other circumstances; or
    - 3.2. If the Payment Provider, Etc. has notified DGFT that there is a risk of cancellation.
  4. DGFT may demand that Customer refund a Payment Amount in the following cases:
    - 4.1. If DGFT or the Payment Provider, Etc. has cancelled the receipt of the collection request due to the circumstances provided in Article 8.1 or other circumstances after DGFT has paid the Payment Amount to Customer through the Service Partner; or
    - 4.2. If the Payment Provider, Etc. has notified DGFT that there is a risk of cancellation 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 through the Service Partner.
  5. DGFT may conduct refunds pursuant to Article 8.4 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 the Service Partner or DGFT

- 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, Etc. on behalf of Customer in the following cases.
  - 6.1. If DGFT or the Payment Provider, Etc. has cancelled the receipt of the collection request due to the circumstances provided in Article 8.1 or other circumstances after the Payment Provider, Etc. has paid the Payment Amount to DGFT (except as provided in Article 8.4; the same applies in item 6.2)
  - 6.2. If the Payment Provider, Etc. has notified DGFT that there is a risk of cancellation after the Payment Provider, Etc. has paid the Payment Amount to DGFT.