

## **The Terms and Conditions of the Cardholder Authentication Service**

The Terms and Conditions of the Cardholder Authentication Service define the terms for a card member (hereinafter referred to as "the Member") of Sumitomo Mitsui Trust Club Co., Ltd. (hereinafter referred to as "the Company"), and a usage agreement for the Cardholder Authentication Service shall be concluded with the Member based on the Terms and Conditions.

### **Article 1 (Definition)**

1. Definitions of the terms used in the Terms and Conditions are defined below and shall be conformed to the Terms and Conditions of Diners Club / TRUST CLUB Card Membership, Diners Club Corporate Card Membership and Commercial Card Membership as well as the Club Online Customer Agreement with other rules established by the Company.

2. The Cardholder Authentication Service (hereinafter referred to as "this Service") refers to the following and certifies identity of users and the Member through the predefined authentication information entry in the exclusive screen at the time of an e-commerce transaction by the Member through the Club Online Website (hereinafter referred to as "Club Online") at a merchant of the Company.

1. "Verified by VISA" provided by Visa Inc.
2. "Identity Check" provided by Mastercard Incorporated
3. "ProtectBuy" provided by Diners Club International

3. A registered member refers to a member registered for this Service through Club Online, including primary members, family members, principal business card members, additional members and corporate and commercial card users.

4. The merchant of this Service is a merchant corresponding to this Service and designated by the Company.

5. One-time passcode means a passcode that is sent each time through the method predefined by the Member for this Service and used only once to enter authentication information.

6. The App is an application to be used in a device specified by the Company, such as a

smartphone, for issuance of a one-time passcode.

## **Article 2 (Registration of Service)**

1. This Service is available to members registered for this Service using Club Online and providing necessary information as a user.

2. The registered members shall receive a one-time passcode through their predefined method.

3. For new registration or change of contact information, the registered members shall follow the user registration procedure using Club Online.

4. The registered members shall agree to have the Company's outsourcing partner retain the information preregistered for this Service and details of shopping transactions of the merchant of this Service through its server via each international brand server located outside of Japan. The registered members shall also agree to have the Company and its outsourcing partners use the said data for operation of this Service.

## **Article 3 (Use of Service)**

1. For use of this Service at a merchant of this Service, the registered members shall enter a one-time passcode based on the instruction given at the merchant site when paying for purchase of goods or use of this Service at the merchant site to complete the purchase or enrollment. In some cases, the one-time passcode entry may not be required at the time of enrollment such as purchase of product or use of this Service.

2. The Company shall confirm if the entered one-time passcode matches the pre-assigned one-time passcode (hereinafter referred to as "authentication result confirmation"). When it matches, the said person is deemed as a registered member.

3. The registered members shall agree in advance that the Company notifies the merchants of this Service of the verification result described in the preceding paragraph and uses it to judge whether the merchant of this Service should sell goods or offer services, etc.

#### **Article 4 (Change of Service Registration Items)**

1. For change of the registered member's terminal type or number for issuance of a one-time passcode, the registered members shall notify such change using Club Online without delay.
2. In the case where the registered members suffer a disadvantage as a result of not following the preceding paragraph, the Company shall not be liable.

#### **Article 5 (Cancellation of Service Registration)**

1. The registered members shall cancel the user registration of this Service using Club Online or the Company's Call Center.
2. Upon completion of the registration cancellation by a primary member, this Service shall not be available for all valid cards in the name of the primary member issued by the Company. The registration cancellation shall be processed for each card that the primary member holds as a family member or additional business card. In the case of a corporate card, the registration cancellation shall be processed for each card .
3. If any of the registered member falls under any of the following items, the Company shall cancel the user registration for this Service without obtaining the consent of the registered member or without any notice or notification, and take measures such as interruption of use.
  1. upon termination of the card.
  2. upon cancellation of Club Online registration.
  3. upon the membership disqualification.
  4. upon violation of any of the Terms and Conditions, the Policies or the Rules.
  5. Other cases where the Company deems inappropriate as a user of this Service.

#### **Article 6 (use of the APP)**

1. The communication fee for downloading and updating the APP for issuance of a one-time passcode (hereinafter referred to as "the APP type") shall be borne by the registered member.
2. In the case of the APP type user, the registered members shall always update to the

latest version. The Company shall not be liable for damages caused by the registered member failing to update the APP downloaded to their own smartphone etc. or using an OS other than the recommended OS.

#### **Article 7 (Management)**

1. It is the responsibility of the registered members to not share and strictly manage ID / password of Club Online, the PIN code for additional authentication, the one-time passcode and security code (a number used to confirm if a card number is held in case of an online shopping transaction with only a card number provided).

2. In this Service, all acts conducted using the ID, password, etc. described in the preceding paragraph shall be deemed to have been carried out by a legitimate registered member, and the Member is liable for damages resulting from the use of this Service by a third party even if there is a forgery, falsification, plagiarism, unauthorized use or any other accident, except when the Company is liable.

In no event, the Company shall be liable for damages arising from unforeseeable special circumstances.

The registered members shall be liable for compensation if their own ID, password, etc. are used to damage the Company or a third party.

3. The registered members shall promptly report to the Company if a one-time passcode is stolen or abused, and participate in the status investigation of damage and the one-time passcode management / usage. If the registered member refuses to submit the documents requested by the Company or submit a false application, or does not cooperate with the Company's fraud investigation, the Company shall not be liable for any damage incurred for the registered member.

#### **Article 8 (Acquisition of data)**

1. The registered members shall agree to have the Company acquire the device information (including Browser Name, Screen Resolution, and User-set Language, etc. to identify a member's terminal used for this Service) of the registered member's online shopping from the viewpoint of fraud prevention.

2. The device information acquired by the Company shall be used for the purpose of

detecting fraudulent transactions and examining new services that contribute to the improvement of the soundness of various transactions on the Internet, etc. The Member shall agree to have the Company disclose the device information to the third party for their use.

3. The registered members shall agree to have the Company and the said third party take necessary protection measures and process it into statistical data etc. for personal information such as the information related to the use of this Service.

4. In the case where the said third party described in paragraph 2 outsources the administrative work (work done using computer, payment settlement and related administrative work etc.) to another third party (hereinafter referred to as "Re-consignee"), the registered members shall agree to have the said third party take personal information protection measures and have a Re-consignee deposit the personal information.

5. The registered members shall agree to have the Company use the data registered by the registered members for the use of this Services for the purpose of confirmation, communication and debt collection of business requirements.

#### **Article 9 (Change of Service)**

The Company shall change, cancel or abolish the handling of this Service and Apps at any time, and not be liable for any damage that may occur as a result of the change, unless the Company is responsible.

#### **Article 10 (Interruption of this Service)**

1. The Company shall interrupt or temporary suspend the provision of this Service and the App at any time without notice or consent to the registered member in the following cases.

1. When the maintenance of this Service is performed urgently or periodically due to a failure of the service equipment, etc.
2. When it is unavoidable for operational or technical reasons.
3. When this Service is not available due to a force majeure such as power outage or natural disaster.
4. When the Company deems it necessary.

2. The Company shall not be liable for any damage caused by the temporary suspension or interruption of this Service.

#### **Article 11 (Contents of the Terms and Conditions)**

1. In the case of using this Service, if these Terms and Conditions and other Terms and Conditions established by the Company do not match, these Terms and Conditions shall prevail.

2. Items not stipulated in the Terms and Conditions apply to the Terms and Conditions for Diners Club Card/ TRUST CLUB Card Membership, Diners Club Corporate Card Membership, Commercial Card Membership as well as the Club Online Customer Agreement with others rules established by the Company.

#### **Article 12 (Change of the Terms and Conditions)**

If there is any other need to respond to changes in social or economic conditions or the abolition of laws or changes in the Company's operations or systems, the Company shall, in advance, notify the Member of the revised Terms and Conditions, the revised contents and the timing of its effect on the Company's website or other appropriate methods in accordance with the provisions of the Civil Code.

#### **Article 13 (Prohibited Acts)**

The contents and information of this Service, such as copyright, trademarks, and other intellectual property rights included in this Service shall belong to VISA, Mastercard, Diners Club, and other rights holders completely, and the registered members shall be prohibited to infringe or conduct actions that may infringe the rights.

#### **Article 14 (Disclaimer)**

The Company shall not guarantee the content, completeness of information, etc., accuracy or any other guarantee regarding the use of this Service. In addition, in this Service, the encryption technology adopted by the Company is as long as the Company deems appropriate, and the Company shall not guarantee its completeness, security, etc.

**Article 15 (Government Law, Court of Jurisdiction)**

Japanese law shall apply to the validity, performance and interpretation of the Terms and Conditions completely. If a lawsuit is filed between a registered member and the Company regarding the use of this Service, the jurisdictional court shall be the summary court or district court having jurisdiction over the Company's main office.

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Effective as of April, 2020