

## Terms and Conditions for Diners Club Card/ TRUST CLUB Card Membership

Effective as of April 1, 2020

### CHAPTER I General Provisions

#### Article 1. (Members)

1. A "Principal Member" refers to an individual who applies to the Sumitomo Mitsui Trust Club Co., Ltd. ("Trust Club") for membership in the credit card transaction system, satisfies the criteria prescribed by Trust Club on age, annual income, etc. (in principle, at least 27 years old for Diners Club Card and at least 22 years old for TRUST CLUB Card) and is admitted to the membership by Trust Club. Principal Member as a general rule must reside in Japan. If Principal Member moves overseas, Trust Club may reexamine his/her membership eligibility.
2. A "Family Member" refers to an individual with permission by Principal Member to use the latter's card and to whom Principal Member agrees to assume any and all liabilities that the Family Member owes to Trust Club (including paying card charges) if his/her membership is approved by Trust Club.
3. Principal Member and Family Members shall be collectively referred to as "Members." Further, the Diners Club Card and the TRUST CLUB Card issued by Trust Club to Members and the card information regarding those cards (*i.e.*, the Member's name, card number, and expiration date of the card on the face of the card, and the PIN and the security code on the reverse side of the card) shall be collectively referred to as "Card".

#### Article 2. (When Agreement Takes Effect, Etc.)

1. The Member credit card agreement takes effect when Trust Club receives from Members an application for credit card transaction and Trust Club approves that application after examination.
2. These Terms and Conditions (the "Terms and Conditions") shall comprise the details of the Member credit card agreement in the preceding paragraph. These Terms and Conditions and the rules and special provisions connected to these Terms and Conditions shall be collectively referred to as the "Terms and Conditions, etc."

#### Article 3. (Issuance and Handling of Cards)

1. Trust Club shall issue and lend Cards to Members. The Cards prescribed under the Terms and Conditions, etc. are issued by Trust Club to individuals under two brands: "Diners Club Card" and "TRUST CLUB Card" (which may be VISA Card or MasterCard). Cards include chip cards equipped with an IC chip.
2. Once a Card is lent by Trust Club, Members shall immediately sign their own name in the designated place for signature on the Card after checking that the name on the face of the Card is their own. The Card may not be used by anyone other than the Member who has signed his/her name in the designated place for signature on the Card.
3. Members shall use and keep custody of their Cards with the care of a good manager to prevent anyone other than the Members from using the Card. In particular, Members shall agree in advance that acts such as the following may constitute a Card management breach of duty:
  - (1) to leave the Card at any location at risk for theft or unauthorized use by a third party;
  - (2) to present or use the Card when the Members are in a state that makes it difficult for him/her to make sound judgment due to alcohol consumption, etc.;
  - (3) to reply to an e-mail from a stranger or voluntarily enters his/her Card information when accessing an unknown website, etc. ; or
  - (4) to delegate the custody of the Card to a third party (including members of the family; same applies hereinafter), regardless of the reasons.
4. The ownership of Cards shall remain with Trust Club. Members may not carry out any act that infringes Trust Club's ownership of the Card, such as assigning or pledging their Cards to a third party. In addition, Members may not lend or transfer possession of their Cards to a third party, or disclose Card information to a third party or allow a third party to use the Card.
5. If Members breach this Article 3 or the Terms and Conditions, etc. and the Card is used by a third party, Principal Member shall bear liability for charges for Card use and any other damage arising therefrom in accordance with the provisions of the Terms and Conditions.
6. The expiration date of a Card shall be prescribed by Trust Club and stated on the Card. Trust Club shall issue new Cards with a new expiration date to Members who do not file a withdrawal application by the expiration date and whose continued membership eligibility is confirmed by Trust Club.
7. If a third party is making unauthorized use of any Card or if there is such a threat, and if Trust Club considers it necessary to avoid such unauthorized use, Trust Club may immediately suspend the use or invalidate the Card without prior notice to Members and issue a replacement. Members shall agree to the foregoing in advance. In such a case, Members shall cooperate with any investigation that Trust Club may conduct in relation to damage resulting from the unauthorized use.

#### Article 4. (Annual Membership Fee)

Principal Member shall pay, using the same payment method set out in Article 8.2, the prescribed annual membership fee to Trust Club by the date that Trust Club notifies Principal Member in a statement of charges. Payment of the annual membership fee takes precedence over the payment of any and all obligations owed by Principal Member to Trust Club. The annual membership fee already paid shall not be refunded in principle for any reason, including withdrawal or cancellation of the membership. In addition, even if a Card is suspended from use (including suspension of the provision of supplementary services), Principal Member may not refuse to pay the annual membership fee for this reason.

#### Article 5. (Personal Identification Number)

1. Trust Club shall register a personal identification number ("PIN") for a Card at Members' request. The Members may not use the same number in four digits (such as 0000 or 9999, etc.) or any other numbers that may be easily guessed by a third party, including the date of

birth and telephone number. If the Members do not request a particular PIN, a PIN shall be selected and registered according to a method prescribed by Trust Club and the Members shall be informed of that PIN. Members may change the PIN in a manner prescribed by Trust Club.

2. The Members shall manage his/her PIN with the care of a good manager to prevent its disclosure to others. Principal Member shall be liable to pay any and all obligations, losses, etc. arising from any Card activity by the Members or any third party upon entering the registered PIN, except where attributable to Trust Club.

**Article 6. (Supplementary Services, etc.)**

1. Members may use supplementary services and benefits incidental to the Card ("Supplementary Services, etc.") that Trust Club provides itself or through a contractor partnered with Trust Club (a "Service Affiliate").
2. Members shall comply with any rules and regulations, etc. that may be applicable to the use of Supplementary Services, etc. and acknowledge in advance that some Supplementary Services, etc. may not be available.
3. Members acknowledge in advance that Supplementary Services, etc. may be suspended or terminated, or changed without prior notice to the Members whenever Trust Club or the relevant Service Affiliate considers necessary.

**Article 7. (Total Credit Line and Restriction of Use)**

1. Members' credit line shall be determined for each Card upon review by Trust Club. Furthermore, when Members hold multiple Cards lent by Trust Club, a credit line is assigned to each Card and to each Member. The total credit line for each Card shall not exceed the Members' credit line.
2. If Trust Club deems appropriate, Trust Club may establish the following sub-lines, which as a general shall be within the credit line (collectively, "Sub-lines"):
  - (1) Shopping one lump-sum payment credit line: A credit line available for one lump-sum payment for shopping. The credit line for one lump-sum payment for TRUST CLUB Cards is calculated by deducting the outstanding balance described in Article 7.2(2) and 7.2(3) from the credit line. The credit line for one-lump sum payment for shopping for Diners Club Cards shall not be a Sub-lines, but rather a separate credit line outside of the credit line.
  - (2) Revolving shopping credit line: Credit line for revolving payments, payment in two installments, payment in installments (i.e., payments in three or more equal installments) and one lump-sum payment at bonus time. Payment in two installments and payment in installments are not available for Diners Club Cards.
  - (3) Cash advance / card loan credit line: A credit line for cash advances and card loans.
3. Credit lines and Sub-lines for Family Members shall be the same as the credit line and Sub-lines set for Principal Member.
4. Trust Club shall notify Principal Member of the credit line as well as Sub-lines for each Card in the method specified by Trust Club such as a letter accompanying the Card and the statement of charges, etc.
5. Trust Club may change the credit line and Sub-lines for Members as Trust Club deems necessary and limit the credit line for each Member without notifying Members in advance.
6. A credit line is applicable to charges on purchases of goods, service charges, principal for cash advances and card loans, and any other charges or fees on any goods and services provided by Trust Club.
7. Trust Club may receive an inquiry from any of the merchants listed in the following items (the "Merchants") if the amount of a single Card activity by Members exceed the maximum amount per activity separately designated by Trust Club or for any other reasons:
  - (1) Trust Club's Merchants;
  - (2) Merchants of credit card companies partnered with Trust Club for merchant services (i.e., services to accept Cards and sales on credit); or
  - (3) Merchants of companies or organizations that perform merchant services for international brand cards issued by Trust Club.
8. Establishing a credit line or Sub-line does not obligate Trust Club to provide credit to Members. If any of the following events occurs, Trust Club may deny the use of the Card without any prior notice to Members or Merchants:
  - (1) the credit line prescribed in Articles 7.1 through 7.6 is exceeded;
  - (2) Card use by the relevant Member violates or is likely to violate these Terms and Conditions, etc. and other provisions;
  - (3) the Card is used to purchase goods or services for which owner is registered, such as vehicles and real property, where the name of a third party and not the Members are to be the registered owner, and when Trust Club determines it inappropriate;
  - (4) Trust Club considers the Members' Card use to be inappropriate, such as when purchasing goods for resale;
  - (5) Trust Club considers any Card use at a Merchant as stipulated in Article 7.7 to be inappropriate; or
  - (6) in addition to the above, Trust Club deems it necessary to guarantee the soundness of Card transactions.
9. If Trust Club considers a Card use to be inappropriate, Trust Club may request the Members to return his/her Card through a Merchant, a credit card company with which Trust Club is directly or indirectly partnered, or a bank or credit card company ("Company contracted with merchants") partnered with an international partnership organizations (i.e., VISA Worldwide for VISA cards, MasterCard Worldwide for Master cards and Diners Club International for Diners Club cards; same applies hereafter). In such a case, the Members must comply with the request and return his/her Card to Trust Club.
10. Principal Member shall be liable to pay for any Card use in excess of the credit line set forth in Article 7.1 as a matter of course.

**Article 8. (Settlement of Charges)**

1. The monies payable by Principal Member to Trust Club in accordance with the Terms and Conditions, etc., such as charges on purchases of goods or use of services using a Card ("Card Shopping Charges") or Repayment Amounts (as defined in Article 35.4), for cash advances prescribed in Article 34 and card loans prescribed in Article 35, respectively (collectively, "Financial Services"), shall have a billing cycle in principle closing on the 15th of the month (the "Closing Date"). Amounts payable on the Payment Date (as defined in Article 8.2) are determined based on the payment type for Card Shopping Charges (i.e., the payment types prescribed in Article 30) or the repayment method prescribed for Financial Services (the "Agreed Payment Obligations"). If a Member uses Diners Club Card for shopping or Financial Services in Japan (applicable only to cash dispensers and ATMs in Japan out of those defined in Article 34.1), those amounts for

which Card activity data arrives at Trust Club from Merchants or financial institutions (collectively, "Merchants, etc.") and for which payment determination has been made by Trust Club to Merchants, etc. shall be used in the calculation of the Agreed Payment Obligations. Other Card activity data shall similarly be processed on a business day following the arrival date, depending on the arrival time at Trust Club, and used in the calculation of the Agreed Payment Obligations for the Closing Date of the following month.

2. A Principal Member shall open an account at a financial institution designated by Trust Club and make a payment of the Agreed Payment Obligations on the 10th (or the 8th for some financial institutions) of the month following the month of the Closing Date (or the following business day if the 8th or 10th is not a business day for financial institutions; the "Payment Date") from that account (the "Payment Account") by means of account transfer, payment by agent, or automatic transfer (the "Account Transfer, etc."). However, if Trust Club considers it necessary or if there is an administrative reason, Trust Club may request Principal Member to make a payment by transfer, etc. into a deposit account specified by Trust Club. Other payment methods may be used with Trust Club's prior consent. Further, Trust Club may designate dates other than those stated above as the Closing Date and the Payment Date for Principal Member. In such a case, Trust Club shall notify Principal Member of the Closing Date and the Payment Date so designated in statements of charges prescribed in Article 8.5 or by other means designated by Trust Club. For administrative reasons, the Payment Date so designated may become applicable starting two or more months later.
3. If charges for any Card activity are denominated in a foreign currency (including charges in a foreign currency for any Card activity in Japan), the charges shall be converted into Yen in accordance with the procedures designated by the international partnership organization in the relevant country at a conversion rate calculated by multiplying a certain percentage rate by the base rate designated by the international partnership organization or Trust Club. Members shall agree to the foregoing in advance with respect to the use of the Card and shall not object to Trust Club with regards to the base rate or conversion rate. Only the base rate shall apply to the use of cash advance services overseas.
4. If Principal Member fails to fulfill the Agreed Payment Obligations on the Payment Date set forth in Article 8.2, Principal Member shall pay the unpaid obligation in a manner designated by Trust Club. Any expenses associated with making payment to Trust Club shall be borne by Principal Member as a matter of course.
5. By each Payment Date, Trust Club shall notify Principal Member of the monthly amount of Agreed Payment Obligations set forth in Article 8.1 by statement of charges and other means as prescribed by Trust Club to the mailing address that Principal Member has notified to Trust Club. Trust Club may at its convenience change the method for delivering statements of charges to Principal Member.
6. If Principal Member does not raise any objection to Trust Club within fourteen (14) days after receiving a statement of charges in Article 8.5, the contents of that statement of charges may be treated as unobjected. In such a case, Principal Member may not be able to make any claim to Trust Club that he/she is exempt from his/her payment obligation or to request Trust Club for refund for any of the charges on the statement.
7. Principal Member may request Trust Club to reissue a statement of charges. However, such reissuance shall be limited to any statement of charges issued within six (6) months prior to the month of the reissuance request. Principal Member shall pay a reissuance fee prescribed by Trust Club.

**Article 9. (Allocation of Payment, etc.)**

1. If the amount paid by Members are insufficient to fulfill in full its outstanding payment obligations to Trust Club pursuant to the Terms and Conditions and other contracts, Trust Club may, without any notice to the Members in advance, allocate such amount to the payment of any outstanding payment obligations in an order and manner that Trust Club specifies and the Members may not object. However, the foregoing shall not apply if Article 30.5 of the Installment Sales Act is applicable.
2. If the amount paid for Members' payment obligation exceeds the amount payable by the due date set forth in the Trust Club agreement (including the provisions of the Terms and Conditions, etc., any individual agreement with the Members or other payer, or any designation by Trust Club based on these agreements), Principal Member shall agree in advance that relevant excess amount may be, as a matter of course and without any notice to Principal Member or other payer, allocated to Principal Member's obligations to Trust Club (except such obligations otherwise specified by Trust Club) on the dates and in the order and manner that Trust Club designates, whether or not any such payment has fallen due. Any and all disputes with the payer arising from this shall be resolved by Principal Member.

**Article 10. (Change of Interest/Fee Rate)**

1. Trust Club shall, in a manner designated by Trust Club, notify Members of the interest/fee rates for comprehensive credit card purchases (revolving payment fees and installment payment fees), the interest rate for Financial Services, and delinquency charges (collectively, the "Standard Rates") that are separately prescribed by Trust Club.
2. Trust Club may change the Standard Rates due to changes in the financial climate, etc. Notwithstanding the provisions herein, after the notification by Trust Club to Members of the change in Standard Rates, the new Standard Rates shall apply to the balance of revolving payments and installment payments, or the loan balance of Financial Services (collectively, the "Balance") as at the time of the said notification, which Members accept without objection.
3. Trust Club may apply rates lower than the Standard Rates (the "Preferred Rates") to Members in promotions, etc. offered by Trust Club. Trust Club shall notify relevant Members of the details of the Preferred Rates and the applicable period in a manner designated by Trust Club.

**Article 11. (Responsibility for Expenses)**

Members shall, even after the cancellation or withdrawal of their membership, be responsible for expenses including but not limited to stamp duties and expenses associated with filing petition to demand payment, compulsory execution, preservation, and preparation of notarial deeds, out of the expenses that Trust Club incurs in taking legal actions. Any expenses associated with investigation conducted by the Member shall be borne by the Members as a matter of course.

**Article 12. (Reexamination. Etc. of Membership Eligibility)**

1. Trust Club may reexamine the eligibility of Members and credit lines on a regular basis or as needed. Members shall furnish Trust Club with such documents as requested by Trust Club.

2. Trust Club may suspend the use of the Card or take other necessary measures until Members comply with a request to furnish documents as prescribed in Article 12.1.

**Article 13. (Rejection of Transactions with Anti-Social Forces)**

1. Members and membership applicants (in this Article and Article 14, "Members, etc.") hereby represent and warrant that each of them is not and will not be any of the followings:
  - (1) An organized crime syndicate (Boryokudan);
  - (2) A member of an organized crime syndicate or a former member of such a syndicate who ceased to be a member less than five years ago;
  - (3) A quasi member of an organized crime syndicate;
  - (4) An enterprise connected with an organized crime syndicate;
  - (5) A corporate extortionist (Sokaiya) etc., racketeering organization proclaiming to be a social activist, etc., group committing special intellectual crimes, etc.;
  - (6) A person who cooperates with any of the above (any of the above referred to "Organized Crime Syndicate Member, etc.");
  - (7) A person who is designated as the subject of economic sanctions by the Japanese or foreign governments, etc.; or
  - (8) Any other persons or entities that Trust Club recognizes as being equivalent to any of the above.
2. "A person who cooperates with Organized Crime Syndicate Member, etc." prescribed in the Article 13.1(6) refers to any person who falls under any of the followings:
  - (1) A person who attempts to benefit from engaging in activities to gain funding for the organized crime syndicate, etc. or by utilizing the power, information gathering capability or financial strength, etc. of an Organized Crime Syndicate Member, etc.;
  - (2) A person who is recognized as having a relationship with business that is controlled by or has substantial involvement by an Organized Crime Syndicate Member, etc.;
  - (3) A person who is recognized as having a relationship that makes improper use of an Organized Crime Syndicate Member, etc.;
  - (4) A person who knowingly provide funding, etc. to or otherwise facilitates an Organized Crime Syndicate Member, etc.; or
  - (5) A person who has a socially condemnable relationship with an Organized Crime Syndicate Member, etc.
3. Members, etc. hereby covenant that each of them shall not directly or through a third party conduct any of the following:
  - (1) To make a demand with violence;
  - (2) To make an unfair demand beyond legal liability;
  - (3) To use threatening language or use violence in relation to Card transactions (including but not limited to the use of Cards, payment of charges, and use of Supplementary Services, etc.);
  - (4) To damage Trust Club's reputation or interfere with Trust Club's business by disseminating rumors, or using fraudulent means or threatening forces; or
  - (5) Any other act equivalent to any of the foregoing.
4. If Trust Club recognizes that any of the following applies or is likely to become applicable to a Member etc., Trust Club may reject the membership application by such a person:
  - (1) any of the items in Article 13.1;
  - (2) the Member, etc. commits an act in any of the items listed in Article 13.3; or
  - (3) the Member, etc. is revealed to have made a false statement in relation to any of the representations and warranties pursuant to the provisions of Article 13.1 or 13.3.
5. If Trust Club recognizes that any of the above applies or is likely to become applicable to Members, the provisions of Article 15 shall be applied *mutatis mutandis* to him/her and Trust Club may take measures such as suspension of use or lending of Card, legal actions, cancellation of membership.

**Article 14. (Persons in Important Positions)**

1. If a Member, etc. is or was any of the following, the Member, etc. shall report to Trust Club the relevant paragraph(s), the relevant foreign country name, the government post and whether the position is current or not:
  - (1) A person in position of significance with respect to the Act on Prevention of Transfer of Criminal Proceeds (e.g. head, cabinet minister, ambassador, minister of a foreign state or central bank or the like);
  - (2) A family of a person listed in Article 14.1(1) (e.g. spouse including a partner who is not legally married but has a common-law marriage relationship, parents, children, siblings and the spouse's parents and children); or
  - (3) A corporate person that is substantially controlled by a person listed in Article 14.1(1) or (2).
2. If any of the items in Article 14.1(1) applies to a Member, etc. or if Trust Club recognizes that it is the case, the Member, etc. shall agree in advance that Trust Club will verify identity at transactions as required by laws and regulations and submit documents required for other procedures. If the identity of the Member, etc. is not verified at the time of transaction, the provisions of Article 15 shall be applied *mutatis mutandis* and Trust Club may take measures including but not limited to the suspension of use or lending of Card and cancellation of the membership.
3. If any of the items in Article 14.1(1) applies to a Member, etc. or if Trust Club recognizes that it is the case, the Member, etc. shall agree in advance that he/she may not be able to receive services, etc. specified by Trust Club.

**Article 15. (Suspension of Use or Lending of Card, Legal Actions and Cancellation of Membership, etc.)**

1. If Members breach or is likely to breach the Terms and Conditions, etc. by payment delinquencies, etc., if Trust Club believes that there are suspicious activities in Card use, if reexamination under Article 12 is conducted, or if Trust Club otherwise considers it necessary, Trust Club may take any of the following steps immediately without notifying the Members in advance:
  - (1) to suspend the use of the Card;
  - (2) to suspend the provision of Supplementary Services, etc.;
  - (3) to suspend lending and request a return of the Members' Card;

- (4) to notify the Merchants, etc. that the Members' Card has been invalidated; or
- (5) to take legal actions as deemed necessary by Trust Club.
2. The steps set forth in Article 15.1 will be implemented through Merchants, etc. and in any other manner prescribed by Trust Club.
3. If any of the following applies to Members, or if the Members are otherwise recognized by Trust Club to be unsuitable for membership, Trust Club may cancel the membership of the Members at any time without any notice or warning:
  - (1) the Members make a false statement at the time or after the Members' admission to the membership;
  - (2) the Members breach any of the provisions of laws and regulations or the Terms and Conditions, etc. and that breach is a material breach;
  - (3) any item in Article 18.1 applies to the Members;
  - (4) the credit standing of the Members change in a material way;
  - (5) the Members fail to provide documents that are necessary for identification, etc.;
  - (6) the Members' Card is used for money laundering, funding terrorists, or any transaction that breaches laws and regulations regarding economic sanctions, or Trust Club considers that such use is likely;
  - (7) Trust Club considers that the Members' Card activities are inappropriate or suspicious, such as if the following prohibited acts are carried out or are likely to be carried out when used for shopping:
    - ① using the credit line to purchase goods or services for the purpose of conversion into cash or to procure funds for fictitious transactions; or
    - ② using the credit line to purchase notes and currencies currently in circulation, overseas gambling on the internet, etc., or overseas public lottery transactions, etc.
  - (8) Trust Club recognizes, or is likely to recognize, Card use that is unauthorized, inappropriate, or unsuitable in light of use of the Card by a third party, the payment status for charges from use of the Card, or the management of the Card;
  - (9) Trust Club does not issue a renewal Card and the expiration date has passed; or
  - (10) Trust Club recognizes that an event described in any of the items (1) to (9) above has occurred to the Members according to any other terms and conditions executed between the Members and Trust Club.
4. If membership is canceled pursuant to Article 15.3, Trust Club shall not be liable for any loss, damage, costs or expenses that the Members may incur as a result of such cancellation.
5. If any of the provisions of Article 15.3 and 15.4 becomes applicable to Members, the Members' rights to Supplementary Services, etc. set forth in Article 6 (including those benefits accrued prior to the cancellation of membership) shall be lost.
6. Even after the cancellation of membership, Principal Member shall remain liable to pay any outstanding obligations under the Terms and Conditions, etc. owed to Trust Club (including those become known to Trust Club later) in accordance with the provisions herein.
7. If Trust Club recognizes that Principal Member is or is likely to be in breach of any of the provisions or prohibitions of the Terms and Conditions, etc., all of his/her Family Members shall also be subject to the same measures taken by Trust Club.

**Article 16. (Prohibition of Malicious Nuisance)**

1. Members shall not menace employees of Trust Club or its contractor, say or do anything that disturb their peace, make demands whose nature or form is deemed inappropriate in light of socially accepted ideas, or otherwise engage in any of the following acts that may disturb the smooth operation of services to Members:
  - (1) violence, threats, intimidation;
  - (2) verbal abuse, obscene speech or behavior, sexual harassment, defamation, other behavior that attacks the character of others;
  - (3) discriminatory speech and behavior regarding race, ethnicity, origin, occupation and other matters;
  - (4) keeping employees to himself/herself for a long period of time;
  - (5) authoritative attitude;
  - (6) making unfeasible requirements or demanding special treatment; or
  - (7) demanding money and goods.
2. If Trust Club finds that any of the above applies or is likely to apply to Members, the provisions of Article 15 shall apply *mutatis mutandis*, and Trust Club may suspend use and lending of the Card, take legal action, deny membership eligibility, etc.

**Article 17. (Withdrawal from Membership)**

1. Members may request to withdraw from the membership at any time by taking the withdrawal procedure as prescribed by Trust Club. If Principal Member withdraws from the membership, his/her Family Members and the supplementary cards incidental to the Cards that Trust Club lends to Members pursuant to these Terms and Conditions, etc. (the "Supplementary Cards") shall also be withdrawn as a matter of course. Members accepts that withdrawn Cards and Supplementary Cards may not be used after Trust Club completes the withdrawal processing.
2. If Members request to withdraw from the membership, he/she must return his/her Card and Supplementary Cards to Trust Club. If, however, the Members are instructed by Trust Club to destroy the Card, the Members shall accordingly cut magnetic strips on Card (as well as IC chips on chip cards) and making the Card unusable before disposing them.
3. If Article 17.1 and 17.2 apply, Principal Member shall immediately pay all of the outstanding obligations under the Terms and Conditions, etc. regardless of the Payment Dates thereof in a manner of payment accepted by Trust Club. The Members shall be withdrawn from the membership upon the full payment of all of the outstanding obligations under the Terms and Conditions, etc.
4. If Members request to withdraw from the membership pursuant to this Article 17, the Members' rights to Supplementary Services, etc. (including those benefits accrued prior to request to withdraw) shall be lost.

**Article 18. (Acceleration)**

1. If any of the following applies to Principal Member, all of Principal Member's outstanding obligations under the Terms and Conditions, etc. shall be accelerated and become immediately payable by Principal Member:

- (1) Principal Member fails to the Agreed Payment Obligations (other than those listed in the following item.) on the relevant Payment Date once or more;
  - (2) Principal Member fails to pay the Repayment Amounts in respect of a revolving payment, or the amount payable in respect of a payment in installments, payment in two installments, and one lump-sum payment at bonus time, and in spite of a demand in writing by Trust Club specifying a reasonable period of 20 days or more for payment, Principal Member fails to make the payment within such period;
  - (3) a note or check drawn by Principal Member is dishonored or if Principal Member suspends payments in general;
  - (4) a petition for attachment, provisional attachment, or provisional disposition is filed against the Principal Member, or if the Principal Member becomes subject to a coercive tax collection or preservative attachment;
  - (5) a petition for commencement of bankruptcy proceedings, civil rehabilitation proceedings, special liquidation, or corporate reorganization proceedings, or any other similar statutory insolvency proceeding is filed against or filed by Principal Member; or
  - (6) the whereabouts of Members become unknown due to any reason attributable to the Members.
2. If any of the following applies to Principal Member, all of Principal Member's outstanding obligations under the Terms and Conditions, etc. shall be accelerated and become immediately payable by Principal Member upon request by Trust Club:
- (1) Principal Member violates any of its obligations under the Terms and Conditions, etc., where such breach is a material breach of the Terms and Conditions, etc., or
  - (2) Members' credit standing otherwise deteriorates considerably.

**Article 19. (Delinquency Charge)**

1. If Principal Member is delinquent in the payment for Card Shopping Charges, Principal Member shall pay delinquency charges at the following annual rates for the period from the day after the Payment Date to the date of actual payment:
  - (1) For one lump sum payment or revolving payment, the amount calculated by multiplying the Agreed Payment Obligations by the annual rate of 14.56% (14.60% for a leap year); or
  - (2) For payment in two installments, one lump-sum payment at bonus time, or payment in installments, the amount calculated by multiplying the Agreed Payment Obligations by the annual rate of 14.56% (14.60% for a leap year), or by multiplying the total outstanding amount by the annual rate of 2.99% (3.00% for a leap year), whichever is lower.
2. If Principal Member becomes subject to an acceleration in relation to Card Shopping Charges, Principal Member shall pay a delinquency charges at the following annual rates from the accelerated Payment Date to the date of full payment:
  - (1) For one lump sum payment or revolving payment, the amount calculated by multiplying the total outstanding amount by the annual rate of 14.56% (14.60% for a leap year); or
  - (2) For payment in two installments, one lump-sum payment at bonus time, or payment in installments Services, the amount will be calculated by multiplying the total outstanding amount by the annual rate of 2.99% (3.00% for a leap year).
3. If Principal Member is delinquent in the payment for Financial Services, Principal Member shall pay a delinquency charge at the annual rate of 19.94% (20.00% for a leap year) on the principal amount of the Agreed Payment Obligations from the day after the Payment Date to the date of actual payment.
4. If Principal Member becomes subject to an acceleration in relation to Financial Services, Principal Member shall pay a delinquency charge at the rate of 19.94% (20.00% for a leap year) on the principal amount of the outstanding amount from the accelerated Payment Date to the date of full payment.
5. The calculation in each of the above shall be on a pro-rated daily basis using a 365-day year (366-day for a leap year).

**Article 20. (Loss, Theft, Counterfeiting and Reissuance of Card)**

1. If the Card of Members is used by a person other than the Members due to loss or theft, etc. (including unauthorized use of the credit card number), any and all obligations arising from such use shall be subject to the Terms and Condition, etc. and payable by Principal Member; provided, however, that if the Members promptly notify the loss or theft, etc. to Trust Club directly by telephone, etc., reports to the nearest police station, and submits documents prescribed by Trust Club, Trust Club shall exempt Principal Member from such payment for losses occurring within 60 days prior to the date of receipt of the notification by Trust Club.
2. Notwithstanding the proviso to the preceding paragraph, if any of the following items is applicable, no payment exemption shall be granted:
  - (1) the loss or theft, etc. is caused by willful or gross negligence of the Members;
  - (2) a person related to the Members (e.g., members of family, relatives, co-resident, house sitter, or any other person hired for personal care tasks for the Members, etc.) is involved in the loss or theft, etc., or made unauthorized use of the Member's Card;
  - (3) the loss or theft, etc. occurs in times of war, earthquakes or any other significant social disorder;
  - (4) any losses arising in a Card use involving PIN confirmation, where the Card was used upon checking that the PIN used matches the registered PIN;
  - (5) the loss or theft etc. takes place in any circumstances constituting a breach of the Terms and Conditions, etc.; or
  - (6) the Members refuse to submit any document requested by Trust Club, makes a false statement in documents submitted to Trust Club, or fails to cooperate with an investigation into damage from unauthorized use conducted by Trust Club.
3. Principal Member shall not be liable for the payment of charges related to any use of counterfeit Cards.
4. Notwithstanding the provisions of Article 20.3, Principal Member shall be liable for the payment of charges arising from (1) the loss, theft, or counterfeiting Card or fraudulent use of the Card number occurring during and within one year after any breach of Article 3 and Article 5 of the Terms and Conditions by Members, and (2) any counterfeit Cards if the production or use of the counterfeit Cards is attributable to intent or negligence on the part of Members.
5. Members shall cooperate with an investigation into the damage status that may be conducted by Trust Club or any other entity.
6. Trust Club shall reissue Cards where it deems appropriate. Principal Member shall pay a reissuance fee prescribed by Trust Club.

**Article 21. (Changes of Notified Particulars)**

1. If there is any change in Members' particulars notified to Trust Club including but not limited to his/her name, address, telephone number, e-mail address, employer, occupation, Payment Account, purpose of transaction and Family Members, the Members shall notify Trust Club of the relevant change without delay in a manner prescribed by Trust Club.
2. If a notice, document, or any other item that is sent to Members from Trust Club (a "Sent Item") is delayed or fails to arrive due to the lack of notification in Article 21.1, the Sent Item shall be deemed to have arrived at the Members when it would have otherwise. The foregoing, however, shall not apply if such notification is not made due to unavoidable circumstances.
3. If a Sent Item is returned to Trust Club due to unknown address, etc. as a result of the lack of notification in Article 21.1, Trust Club may contact the Members for confirmation or take other necessary steps. If the Sent Item remains undelivered despite such steps, Trust Club may suspend the use of the Members' Card or take other measures as set forth in Article 15. Members agree in advance that the same measures shall apply for those Members who receive statements of charges in an electromagnetic manner.
4. If Members already has a Card lent from Trust Club and applies for an additional Card, the Members acknowledge in advance that the contact information stated in the application form for an additional Card may be applied to all Cards lent by Trust Club. If a Members whom already have more than one Card lent from Trust Club has a change of contact information such as his/her address notified to Trust Club and if he/she notifies such a change in reference to one of the Cards according to Article 21.1, the relevant information shall also be changed accordingly on other Cards. The foregoing does not apply to Diners Club Corporate Cards and Commercial Cards.

**Article 22. (Telephone and Online Transactions, etc.)**

1. Members may apply for a service designated by Trust Club, make inquiries to Trust Club, and make notifications, etc. set forth in Article 21 by telephone or on the Internet, etc. (a "Telephone Transaction, etc.").
2. In principle, Members shall make a Telephone Transaction, etc. by using their PIN or the identification method separately designated by Trust Club. The content of the transaction, etc. shall be recorded on audio or otherwise, and stored by Trust Club for a reasonable period of time.

**Article 23. (Submission of Documents)**

1. If it becomes necessary under any laws and regulations, Trust Club may request Members to submit documents prescribed by Trust Club.
2. Trust Club may request Members to submit certain documents on a regular basis or as necessary for identification or confirmation of Card use and the Members shall cooperate with such the request.
3. If Trust Club considers it necessary, such as if Members fail to comply with the provisions of Article 23.1 or 23.2, Trust Club may restrict or suspend the use of the Members' Card.
4. Even if the use of a Card is restricted or suspended by Trust Club pursuant to the provisions of Article 23.3, Principal Member shall pay the obligations owed to Trust Club in accordance with the Terms and Conditions, etc.

**Article 24. (Agreed Jurisdictional Court)**

Members agree that any disputes arising in relation to the Terms and Conditions, etc., regardless of the amount in dispute, shall be subject to the jurisdiction of a summary court and a district court in a jurisdiction of the relevant Members' address, place of purchase, or head office or relevant branch of Trust Club.

**Article 25. (Governing Law)**

Various agreements between Members and Trust Club shall be governed by and construed in accordance with the laws of Japan.

**Article 26. (Amendments to Terms and Conditions)**

If required for Trust Club to respond to fluctuations in the social conditions or economic conditions or to the amendment or repeal of any law or regulation, for Trust Club to change its operations or systems, or for any other reason, Trust Club may amend the Terms and Conditions by making it known to the Members beforehand in accordance with the provisions of the Civil Code that the Terms and Conditions will be amended, the details of such amendment, and when such amendment will take effect by publishing such details on Trust Club's website or through other appropriate means. If there are any special agreements or provisions that are inconsistent with the Terms and Conditions, etc., such special agreements or provisions shall prevail. If there are Japanese and English versions, the Japanese version shall prevail.

**Article 27. (Assignment of Contractual Status)**

1. Members shall give comprehensive advance consent without objection to any transfer to a third party of Trust Club's contractual status under the Terms and Conditions, etc. that Trust Club may make in the future.
2. Members shall give comprehensive advance consent without objection to any assignment by Trust Club of its claims against any Member under the Terms and Conditions, etc. to a third party including but not limited to a servicer.

**CHAPTER II Card Shopping Provisions**

**Article 28. (Card Usage)**

1. Members may purchase goods or receive services by presenting his/ her Card at a Merchant and providing a signature on a designated sales voucher identical to the signature on the back of the Card. However, at Merchants with credit card terminals, Members may be requested to follow the procedures prescribed for such terminals. For mail-order purchases or other circumstances especially approved by Trust Club, the presentation of the Card may be omitted and signing, etc. on purchase orders may be according to a method designated by Trust Club. At Merchants that Trust Club deems appropriate (including Merchants engaged in online transactions, etc. on the Internet, etc.), Members may purchase goods or receive services in a manner that Trust Club deems appropriate including but not limited to omitting signing sales voucher, or entering PIN into the credit card terminals instead of signing on sales vouchers.
2. If the Card is a chip card, Members shall enter PIN into the credit card terminals instead of signing on sales vouchers at Merchants designated by Trust Club. However, if the credit card terminal is out of service, or if Trust Club designates another method as appropriate, Members may be asked to use the Card using a different method.

3. For reasons including but not limited to Card activities, an approval from Trust Club may be required for each Card use. In such a case, Trust Club may receive an inquiry from a Merchant or a Company contracted with merchants. Members agree in advance that Trust Club will answer such inquiries from a Merchant or a Company contracted with merchants only with respect to those matters that Trust Club deems necessary.
4. If Trust Club considers that Members' Card is in threat of unauthorized use by a third party, Trust Club may withhold or deny the use of the Card through a credit card terminal and approve the use upon inquiry from the relevant Merchant or Company contracted with merchants. Members consent in advance to the prescribed procedures for identification in such circumstances by Trust Club.
5. If a Card activity by Members violate or is likely to violate the Terms and Conditions, etc. or if Trust Club considers the purpose of a transaction etc. is inappropriate, Trust Club may deny the Card use.
6. To cancel a purchase of goods or services made with his/her Card, Members shall follow designated procedures including but not limited to providing a signature on a sales cancellation voucher identical to the one on the back of the Card.
7. Members may use their Cards for ongoing service designated by Trust Club including but not limited to the settlement of communication charges by registering the Card information with a relevant Merchant in advance. If his/her Card becomes unusable due to changes in the Card number or expiration date, withdrawal or cancellation of membership, or any other reasons, the Members shall notify the relevant Merchant and immediately undertake the procedure to change the settlement method. Any sales charges incurred from Merchants after withdrawal or cancellation of his/her membership, Principal Member shall be liable for the payment of charges pursuant to provisions hereof. Members follow any instructions separately issued by Trust Club.
8. If the Card number, etc. changes due to a change of card type, etc. as described in Article 28.7, or if Trust Club otherwise deems necessary or appropriate such as more than one Card is lent to the Members, Trust Club will notify the Merchant of such change upon request therefrom, and Members hereby agree to in advance. To terminate any ongoing service contract, Members himself/herself shall undertake take necessary steps with the relevant Merchant. Even after withdrawal or cancellation of membership, Principal Member shall be liable for payment with respect to the use of his/her Card at the relevant Merchant pursuant to Article 15.6 and Article 17.3.
9. Any dispute over transactions using a Card shall be resolved between the Members and the relevant Merchant. After making a transaction using his/her Card at a Merchant, if Members cancel the transaction upon agreement between the Members and the Merchant, the relevant charges shall be settled in a manner prescribed by Trust Club.
10. Members agree that Merchants will disclose to Trust Club goods, services, calls, purchased using Cards, as well as details and related information of other transactions, for the purposes of identification and confirmation of details of claims arising from Card use. Merchants will directly or through Company contracted with merchants disclose to Trust Club any call details including telephone numbers of called parties, only with the prior consent of the Members and with agreement by the relevant Merchant.
11. Members agree in advance that some overseas Merchants may charge a handling fee for Card use (a "Card Handling Fee"). If Members sign a sales voucher expressly stating the amount of the Card Handling Fee, Principal Member shall pay the Card Handling Fee in addition to the Card Shopping Charges.

**Article 29. (Consent to Advances, Etc.)**

1. When Members use a Card at a Merchant in accordance with Article 28, it will be deemed that the Members consent to Trust Club making advance payment to the Merchant, and that the Members, upon entering into an agreement pursuant to the Terms and Conditions, delegates making such individual advance payments to Trust Club. When Trust Club makes payments to Merchants on behalf of the Members based on the delegation by the Members, the Members consent to each of the following in relation to any claims resulting from transactions using a Card that a Merchant holds against him/her:
  - (1) to Trust Club obtaining a claim against the Members in an amount equivalent to the advance payment amount upon Trust Club's decision (whether before or after making the actual advance payment) to make the advance payment to a Merchant. Such advance payment may be made through a third party (excluding partner credit card companies and overseas credit card companies but including overseas Diners, as applicable to this Article 29.1(1)) that is deemed appropriate by Trust Club;
  - (2) to having partner credit card companies making advance payments to Merchants or having Merchants assigning claims to partner credit card companies in accordance with agreements between partner credit card companies and Merchants (in which case, these processes may go through a third party deemed appropriate by Trust Club), and Trust Club making advance payments to the partner credit card companies;
  - (3) to having overseas credit card companies making advance payments to Merchants or having Merchants assigning claims to overseas credit card companies in accordance with agreements between overseas credit card companies and Merchants (in which case, these processes may go through a third party deemed appropriate by Trust Club), and Trust Club making advance payments to the overseas credit card companies.
2. Members shall give advance consent to Trust Club making advance payments in any of the modes described in Article 29.1. Merchants and Trust Club shall dispense with any notification and request for consent to the relevant Members with respect to each advance payment.
3. The amount of advance payment that Trust Club makes pursuant to Article 29.1 shall be the face amount indicated in the sales data or on sales voucher prescribed by Trust Club. For mail-order purchases, etc., the amount of advance payment shall be the amount indicated on the purchase order or document, etc. from the Merchant confirming the details of the order.

**Article 30. (Type of Payment)**

1. For Card Shopping Charges, Members may select one lump-sum payment, payment in two installments, payment in installments, one lump-sum payment at bonus time, or revolving payment as the payment type when using their Card. The payment type for purchase of goods, service charge, and mail-order purchases made using a Diners Club Revolving Card shall exclusively be revolving. Payment types other than one lump-sum payment may only be selected by Members who are deemed appropriate by Trust Club at a Merchant allowed by Trust Club. Further, payment in two installments, payment in installments, one lump-sum payment at bonus time, and revolving payment may be used within the revolving shopping credit line. If Members fail to designate a valid payment type, or if Members use his/her Card at a Merchant designated by Trust Club, one lump-sum payment in principle shall apply.



2. The amount payable and the Payment Date for one lump-sum payment, payment in two installments, and one lump-sum payment at bonus time shall be as follows, unless the Payment Date becomes effective at a later date due to administrative reasons:
  - (1) For one lump-sum payment, the full amount used shall be payable on the Payment Date in the month following the relevant Closing Date;
  - (2) For payment in two installments, one-half of the cash price (the amount used on Card; fractions, if any, shall be included in the first payment) shall be payable on the Payment Date in the month following the relevant Closing Date and the other half on the Payment Date two month following the relevant Closing Date. No interest will be charged.
  - (3) For one lump-sum payments at bonus time, the full cash price (the amount used on Card) used between the day following the Closing Date in December to the Closing Date in June of the following year shall be payable on the Payment Date in August of the same year as June, while the full cash price (the amount used on Card) used between the day following the Closing Date in July to the Closing Date in November shall be payable on the Payment Date in January of the following year. These periods may vary depending on the calendar year and Merchants. No interest will be charged.
3. If Members select a revolving payment the following shall apply:
  - (1) The principal amount of revolving payment due each month (the "Principal Payment") shall be determined according to the revolving payment plans as described in the Appendix of the Terms and Conditions. The Principal Payment of each month under the minimum payment method (available for Diners Club Cards only) and variable amount plan (available for TRUST CLUB Card only) shall be determined based on the revolving balance as of the relevant Closing Date. Revolving payment fees (the "Revolving Payment Fees") of effective annual rate of 15.0% applied to the revolving balance as of the Closing Date are added to the Principal Payment and Principal Member shall pay the sum of these two the Repayment amount.
  - (2) The Revolving Payment Fee is calculated using the Without Method and 1/12 of the effective annual rate will be multiplied by the revolving balance as of the Closing Date. The Revolving Payment Fee for the first month in revolving payment type will be calculated based on the revolving balance as of the Closing Date regardless of the number of days there are between the date of Card use and the Payment Date.
  - (3) Specific examples of calculation of Repayment amount are as shown in the Appendix of the Terms and Conditions.
  - (4) Principal Member may change the Principal Payment each month or method of payment if Principal Member so requests and Trust Club approves.
  - (5) Members may prepay whole or part of the revolving balance. To do this, Members shall communicate Trust Club in advance and repay the amount prescribed by Trust Club on the date prescribed by Trust Club by way of transfer to the account at the financial institution prescribed by Trust Club. The Revolving Payment Fees applicable shall be an amount calculated on a prorated daily basis using a 365-day year (366-day for a leap year) for the number of days between the day after the Payment Date to the prepayment date and shall be payable in addition to the Principal Payment.
  - (6) If Members select a revolving amount plan combined with payment at bonus time, the two months to make payments based on bonus shall be January and July, January and August, or February and August as designated by Trust Club. The first payment based on bonus shall be made in the first month of the applicable two months to arrive. The additional amount due in each month of bonus time payment shall not exceed the maximum amount designated by Trust Club, which shall be payable in addition to the monthly Repayment Amount.
4. Even after one lump-sum payment or one lump-sum payment at bonus time was selected as a payment type for charges according to Article 30.1 by Members when he/she used the Card, he/she may switch to a revolving payment provided the applicable amount is within the revolving shopping credit line prescribed by Trust Club, and the Members makes such a request to Trust Club by the date prescribed by Trust Club, and provided that Trust Club deems such a switch (a "Switch to Revolving Payment") appropriate.
5. If Members select a payment in installments, the following shall apply:
  - (1) The number of payments, effective annual rate, and installment payment fees described in Appendix of the Terms and Conditions shall apply;
  - (2) Principal Member shall pay a monthly amount found by dividing the sum of cash price (the amount used on Card) and installment payment fee set forth in Article 30.5(1) (the "Total Installment Amount") by the number of payments (the "Installment Amount") starting on the Payment Date of the following month. A specific example of calculation of the Total Installment Amount is shown in Appendix of the Terms and Conditions. Fractions, if any, shall be included in the first payment.
  - (3) Members may prepay the entire installment obligations. To do this, Members shall communicate Trust Club in advance and repay the amount prescribed by Trust Club on the date prescribed by Trust Club by way of transfer to the account at the financial institution prescribed by Trust Club. If Principal Member pays the Installment Amounts according to the initial agreement and pays the entire outstanding obligations in one lump sum before the maturity of the agreed payment period, Principal Member may demand Trust Club to reimburse an amount equal to a percentage designated by Trust Club of unaccrued installment fees calculated using the rule of 78 or any other similar manner of calculation designated by Trust Club.
6. Principal Member may select one of the Shopping Payment types stated at the appendix of the Terms and Conditions if Trust Club deems it appropriate.  
However, if Trust Club does not deem the Shopping Payment type selected by Principal Member appropriate, it may assign a different one to Principal Member.

**【Shopping Payment Types】**

Payment type	Domestic Merchants	Overseas Merchants
All revolving	revolving payment only	revolving payment only

Select revolving (Type A)	Select from one lump-sum payment, one lump-sum payment at bonus time, revolving payment, payment in two installments (available for TRUST CLUB Cards only), and payment in installments (available for TRUST CLUB Card only)	revolving payment only
Select revolving (Type B)	Select from one lump-sum payment, one lump-sum payment at bonus time, revolving payment, payment in two installments (available for TRUST CLUB Cards only), and payment in installments (available for TRUST CLUB Cards only)	one lump-sum payment only

※ If no payment type is selected, "Select revolving (Type B)" will be automatically assigned.

7. Principal Member may not change the manner of payment of annual membership fee, interest, fees, and delinquency charges by Trust Club to any payment type other than one lump-sum payment.
8. Notwithstanding the provisions of this Article 30, if any of the following applies, Members agree in advance that he/she may not be allowed to prepay all or part of the revolving balance and/or the installment balance:
  - (1) activity data for revolving payment or installment payment has not arrived at Trust Club;
  - (2) the Closing Date for the installment balance or the revolving balance to be prepaid has passed;
  - (3) a fund transfer was made into a deposit account specified by Trust Club without prior notice; or
  - (4) the current month is a month to invoice the annual membership fee, which has not yet been paid.

**Article 31. (Ownership of Goods)**

Members agree that the ownership to goods purchased by such Members using Cards shall remain with Trust Club until the relevant obligations (and any interest or fees) with respect to the goods are paid in full.

**Article 32. (Defense for Withholding Payment)**

1. If any of the following events occur in relation to a Members' use of his/her Card in revolving payment, payment in two installments, payment in installments, or one lump-sum payment at bonus time, the Members may withhold paying for goods, rights, or services related to such event until the event is resolved:
  - (1) the goods, rights, or services were not delivered;
  - (2) the goods are damaged, soiled, broken, or otherwise defective; or
  - (3) the Members has other grounds for such defense against the Merchant with respect to the sale of goods or right, or provision of service.
2. If Members notify Trust Club of his/her intent to withhold payment pursuant to Article 32.1, Trust Club shall immediately take necessary steps.
3. Before making a request according to Article 32.2, the Members shall endeavor to negotiate with the Merchant, etc. in an effort to resolve the event applicable under Article 32.1.
4. Once a Member makes a request according to Article 32.2, the Members shall strive to promptly submit to Trust Club a written statement describing the event applicable under Article 32.1 (with supporting materials, if any). If it is necessary for Trust Club to investigate the event, the Members shall cooperate with the investigation.
5. Notwithstanding the provisions of Article 32.1, Members may not withhold payment if any of the following applies:
  - (1) the particular Card use is not subject to the Installment Sales Act;
  - (2) even if the particular Card use is not subject to the Installment Sales Act, a sale and purchase agreement, etc. was entered into for business or as part of business for the Members (except personal agreement for business partnership inducement sales or personal agreement for multilevel sales);
  - (3) the total cash price (amount of Card use) for single Card use on revolving payment is less than 38,000 yen;
  - (4) the total cash price for single Card use on payment in two installments, payment in installments, or one lump-sum payment at bonus time is less than 40,000 yen;
  - (5) the Members' Card was used outside of Japan; or
  - (6) if withholding of payment by the Members are otherwise deemed contrary to the principle of good faith.
6. If Trust Club deducts the amount equal to the amount of payment withheld according to Article 32.1 from the outstanding balance and invoices the Members for the remaining balance, the Members shall continue to pay the charges with such deduction.

**CHAPTER III Cash Advances / Card Loans**

**Article 33. (Purpose of and Credit Line for Cash Advance / Card Loan Transactions)**

1. In providing Financial Services to Members, Trust Club may set a cash advance / card loan credit line for each Member. Members may repeat borrowings from Trust Club where the purpose of transaction is to use for living expenses up to the cash advance / card loan credit line less the outstanding loan balance.
2. An agreement to establish a cash advance / card loan credit line shall be concluded when Principal Member applies for them through an application form, etc. prescribed by Trust Club and Trust Club establishes the credit line after examination in accordance with the Money Lending Business Act, etc.
3. Any borrowing by cash advance takes effect for Principal Member when he/she receives delivery of funds in the method set out in Article 34 or Article 35, and Principal Member bears the duty to repay any obligation to Trust Club that arises from such borrowing.

4. The maximum credit line for cash advance / card loan are as described in the Appendix of the Terms and Conditions. The cash advance / card loan credit line shall be notified to Principal Member by Trust Club in a manner of document delivery set forth under the Money Lending Business Act, as well as by statement of charges and other means as prescribed by Trust Club.
5. Trust Club may terminate the agreement of or increase or decrease the cash advance / card loan credit line for Principal Member, suspend any new activities in Financial Services by Principal Member, or restrict the activity amount by Principal Member, as necessary. However, any increase of cash advance / card loan credit line shall be made after confirming Principal Member's wish.
6. Trust Club may, pursuant to the Money Lending Business Act, request Principal Member to submit documents demonstrating his/her finances such as tax withholding slips or final tax returns. If Principal Member fails to submit requested documents within a prescribed period, Trust Club may suspend the use of Financial Services by Principal Member.

**Article 34. (Cash Advances)**

1. Members may use cash advance services within the cash advance / card loan credit line by operating cash dispensers and automated teller machines in Japan and overseas partnered with Trust Club ("Cash Dispensers") and withdrawing cash therefrom in accordance with the prescribed procedures such as using PIN registered with Trust Club.
2. In addition to the method set forth in Article 34.1, Members may use cash advance services by other means approved by Trust Club including but not limited to the telephone and the Internet. In this case, Trust Club shall transfer the loan into the Members' Payment Account for charges and the date of such transfer shall be the activity date.
3. Members may use the cash advance service overseas at any of the locations of the following overseas financial institutions, etc. designated by Trust Club by presenting his/her Card and passport and signing his/her name on a designated slip:
  - (1) For TRUST CLUB Cards, overseas financial institutions etc. partnered with international partnership organizations (except Diners Club International); or
  - (2) For Diners Club Card, overseas Diners franchises (except some offices), partner organizations contracted with Trust Club and foreign Diners franchises, and overseas branches of partner financial institutions.
4. Principal Member shall pay interest on the amount of cash advance at a rate prescribed by Trust Club from the day after the activity date to the Payment Date. The applicable interest rate, etc. shall be as stated in the Appendix of the Terms and Conditions and notified to Principal Member by Trust Club in a manner of document delivery set forth under the Money Lending Business Act, as well as by statement of charges and other means as prescribed by Trust Club.
5. Even after cash advance service was used, Members may switch this to a card loan provided the applicable amount is within the cash advance / loan credit line prescribed by Trust Club, and the Members make such a request to Trust Club by the date prescribed by Trust Club, and provided that Trust Club deems such a switch (a "Switch to Card Loan") appropriate. In this case, the interest rate for card loan on the amount applied for shall be the same as the interest rate for the cash advance prior to switching.
6. The amount of cash advance, due date for interest, payment method, and currency conversion on sales voucher for any cash advances made overseas shall be as set forth in the Terms and Conditions, etc.
7. Members may prepay the all or part of cash advance balance. To do this, Members shall communicate Trust Club in advance and repay the amount prescribed by Trust Club on the date prescribed by Trust Club by way of transfer to the account at the financial institution prescribed by Trust Club. To prepay all or part of the cash advance balance, the interest shall be calculated on a prorated daily basis using a 365-day year (366-day for a leap year) from the day after the cash advance activity date to the prepayment date and shall be payable in addition to the cash advance balance.
8. Notwithstanding the provisions of Article 34.7, if any of the following applies, Members agree in advance that he/she may not be allowed to prepay all or part of the cash advance balance:
  - (1) cash advance activity data has not arrived at Trust Club;
  - (2) the Closing Date for cash advance balance to be prepaid has passed;
  - (3) a fund transfer was made into a deposit account specified by Trust Club without prior notice; or
  - (4) the current month is a month to invoice the annual membership fee, which has not yet been paid.

**Article 35. (Card Loans)**

1. Members may use card loans by operating Cash Dispensers and withdrawing cash in accordance with the prescribed procedures such as using PIN registered with Trust Club.
2. In addition to the method set forth in Article 35.1, Members may use card loans by other means approved by Trust Club including but not limited to the telephone and the Internet. In this case, Trust Club shall transfer the loan into the Members' Payment Account for charges and the date of such transfer shall be the activity date.
3. The amount of each card loan shall be at least 10,000 yen and in multiples of 10,000 yen.
4. The repayment principal for card loans shall be determined depending on the payment plan, as shown in Appendix of the Terms and Conditions. In variable amount plan, the repayment principal shall be determined depending on the card loan balance as of the relevant Closing Date. Principal Member shall pay the sum of Principal Payment and interest (the "Repayment Amount"). However, if Principal Member wishes to change the repayment method, etc. and if Trust Club deems such a change acceptable, such changes may be made.
5. The interest rate for card loan shall be as stated in the Appendix of the Terms and Conditions and notified to Principal Member by Trust Club in a manner of document delivery set forth under the Money Lending Business Act, as well as by statement of charges and other means as prescribed by Trust Club.
6. The interest payable in the first payment of a card loan shall be on the card loan balance and calculated from the day after the activity date to the first Payment Date thereafter based on a pro-rated daily basis using a 365-day year (366-day for a leap year), and shall be payable in addition to the principal amount (the same shall apply to additional card loans extended thereafter). The interest payable in the second and subsequent payments shall be calculated on the card loan balance from the day after the Payment Date to the following Payment Date based on a pro-rated daily basis using a 365-day year (or 366 days for a leap year), and shall be payable in addition to the principal.

7. If Principal Member who is terminating a card loan contract has any outstanding obligations, he/she shall pay the outstanding obligation in full in addition to interest calculated in the manner set forth in Article 35.6.
8. Members may prepay the all or part of card loan balance. To do this, Members shall communicate Trust Club in advance and repay the amount prescribed by Trust Club on the date prescribed by Trust Club by way of transfer to the account at the financial institution prescribed by Trust Club. To prepay all or part of the card loan balance, the interest shall be calculated on a prorated daily basis using a 365-day year (366-day for a leap year) from the day after the last Payment Date (or, if the first Payment Date after card loan activity has not yet arrived, the day after the activity date) to the prepayment date and shall be payable in addition to the card loan balance.
9. Notwithstanding the provisions of Article 35.8, if any of the following applies, Members agree in advance that he/she may not be allowed to prepay all or part of the card loan balance:
  - (1) card loan activity data has not arrived at Trust Club;
  - (2) the Closing Date for card loan balance to be prepaid has passed;
  - (3) a fund transfer was made into a deposit account specified by Trust Club without prior notice; or
  - (4) the current month is a month to invoice the annual membership fee, which has not yet been paid.
10. If Members select a fixed-amount plan combined with payment at bonus time, the two months to make payments based on bonus shall be January and July, January and August, or February and August as designated by Trust Club. The first payment based on bonus shall be made in the first month of the applicable two months to arrive. The additional amount due in each month of bonus time payment shall not exceed the maximum amount designated by Trust Club, which shall be payable in addition to the monthly Amount Due.

**Article 36. (Cash Dispenser Fee)**

When using a Cash Dispenser, Members shall be responsible for fees as specified by Trust Club, which shall not exceed the maximum rate as defined in Article 2 of Enforcement Order for the Interest Rate Restriction Act.

**Appendix for Diners Club Card  
【Revolving Payment】**

**1. Revolving shopping credit line / fee rate, etc.**

Revolving Shopping Credit Line	Fee Rate (Actual Annual Rate)	Payment Method	Payment Period/ Number of Payments/ Payment Date
Amount determined by Trust Club after examination, not to exceed ¥3,000,000	15.00%	Minimum payment method: The applicable amount will be the higher of the principal payment amount that a Member agrees to in advance with Trust Club at the time of the credit card application and the amount of the principal payment that varies depending on your outstanding balance. * If Member wishes, a setting to make higher payments may be made in bonus months. * The principal payment is set at 20,000 yen at the time of enrollment.	<p>■ Payment Period/Number of Payments Depending on the outstanding balance and payment method, the payment period and number of payments until the principal payment and fee are fully paid will vary.</p> <p>■ Payment Due Date In principle, the closing date is the 15th day of each month and payment is due on the 10th day of the following month. Payment is to be made on the 10th day of each month (each month's principal payment + fee).</p>

※ Trust Club may, upon examination, allow a revolving shopping credit line that exceeds the revolving shopping credit line set forth above.

〈Fees〉

The calculation method for the revolving payment fee shall be the Without Method, with the revolving balance as of the Closing Date multiplied by one twelfth (1/12) of the effective annual rate. In addition, the initial revolving fee also is calculated based on the revolving balance as of the Closing Date regardless of the number of days from the Card activity date until the Payment Date.

**2. Principal Payment (based on the outstanding balance as of the Closing Date)**

Outstanding Balance	Up to ¥500,000	Up to ¥1,000,000	Up to ¥1,500,000	Up to ¥2,000,000	Up to ¥2,500,000	Over ¥2,500,000
Principal Payment	¥20,000	¥40,000	¥60,000	¥80,000	¥100,000	¥120,000

**3. Example of Revolving Payment (example of a specific calculation of the monthly amount due)**

If using revolving payment for the cash price (the Card use amount) of ¥100,000 on 10 April (where Closing Date is the 15th day of each month, Payment Date is the 10th day of each month, effective annual rate is 15.00%, and principal payment in the minimum payment method is ¥20,000):

First payment (on 10 May) (Amount Due)	A. Principal payment: ¥20,000 B. Fee: ¥1,250 [¥100,000 x 15.00% ÷ 12 months x 1 month = ¥1,250] Amount Due: A (¥20,000) + B (¥1,250) = ¥21,250
Second payment (on 10 June) (Amount Due)	Principal payment: ¥20,000 Fee: ¥1,000 [¥80,000 (¥100,000 – ¥20,000) x 15.00% ÷ 12 months x 1 month = ¥1,000] Amount Due: A (¥20,000) + B (¥1,000) = ¥21,000

※ Amounts Due in the third and subsequent payments will be calculated in the same manner as in the second payment.

※ Any fraction below one yen will be rounded down.

### 【Cash Advance Service and Card Loan】

#### 1. Cash Advance / Card Loan Credit Line and Interest Rate, etc.

Name of Service	Cash Advance / Card Loan Credit Line	Loan Interest Rate (effective annual rate)	Payment Plan	Payment Period / Number of Payments / Payment Due Date
Cash Advance	Amount determined by Trust Club after examination, not to exceed ¥3,000,000	15.00% to 20.00% (not exceeding the limit prescribed under the Interest Rate Restriction Act) <Calculation of interest> Amount of new outstanding balance × loan rate × number of days elapsed (※1) ÷ 365 days (366 days for a leap year)	Principal and interest payable in one lump-sum	<ul style="list-style-type: none"> <li>■ Payment Period: 23 days to 59 days (depending on the calendar)</li> <li>■ Number of Payments: 1</li> <li>■ Payment Due Date: In principle, the calculation of the outstanding balance is closed on the 15th day of each month and the principal amount and accrued interest are payable on the 10th day of the following month.</li> </ul>
Card Loan		13.80% to 18.00% (not exceeding the limit prescribed under the Interest Rate Restriction Act) <Calculation of annual interest rate> Balance of use × loan rate × number of days elapsed (※1) ÷ 365 days (366 days for a leap year)	Fixed amount plan: fixed monthly principal payment (※2), or fixed amount of principal payment combined with payment at bonus time. ※ The principal payment is set at 20,000 yen at enrollment.	<ul style="list-style-type: none"> <li>■ Payment Period / Number of Payments: The payment period and number of payments until the principal payment and interest are fully paid vary depending on the outstanding balance and type of payment.</li> <li>&lt;Example of Payment&gt; <ul style="list-style-type: none"> <li>• Fixed monthly principal: if the loan amount is ¥100,000 and the principal payment is ¥20,000: 5 payments over 5 months</li> <li>• Fixed amount of principal combined with payment at bonus time: if the loan amount is ¥500,000, the principal payment is ¥20,000, and the additional principal payment at bonus time is ¥20,000: 22 payments over 22 months</li> </ul> </li> <li>■ Payment Due Date: In principle, the closing date is the 15th day of each month and the principal amount and accrued interest are payable on the 10th day of the following month.</li> </ul>

Collateral: Not required

※1: The number of days elapsed refers to the period from the day after the activity date or the Payment Date to the Payment Date in the following month.

※2: If the monthly principal payment set by the Members is an amount that is less than 1.00% of the pre-existing outstanding balance as of the Closing Date in the previous month corresponding to the Payment Date in the current month, the amount equal to 1.00% of such pre-existing outstanding balance shall be the principal payment.

## Appendix for TRUST CLUB Card

### 【Revolving Payment】

#### 1. Revolving shopping credit line / fee rate, etc.

Name of Card	Revolving Shopping Credit Line	Fee Rate (effective annual rate)	Payment Period / Number of Payments / Payment Due Date
TRUST CLUB World Elite Card, TRUST CLUB Platinum Visa Card, TRUST CLUB Gold Card, TRUST CLUB World Card	Amount determined by Trust Club after examination, not to exceed ¥1,750,000	15.00%	<p>■ Payment Period/Number of Payments Depending on the outstanding balance and type of payment, the payment period and number of payments until the principal payment and fee are fully paid will vary.</p> <p>■ Payment Due Date In principle, the calculation of the outstanding balance is closed on the 15th day of each month and the payment is due on the 10th day (the 8th day for some financial institutions) of the following month. On the 10th day (the 8th day for some financial institutions) of each month, payment (the amount of principal payment in each month + fee accrued) should be made.</p>
TRUST CLUB Elite Card, TRUST CLUB Platinum Mastercard	Amount determined by Trust Club after examination, not to exceed ¥1,000,000	15.00%	
TRUST CLUB Clear Visa Card, TRUST CLUB Clear Mastercard		15.00%	

※ Trust Club may, upon examination, allow a revolving shopping credit line that exceeds the revolving shopping credit line set forth above.

※ "TRUST CLUB Platinum Visa Card" refers to the TRUST CLUB Platinum Visa Card and/or the Delta SkyMiles TRUST CLUB Platinum VISA Card.

※ "TRUST CLUB Gold Card" refers to the TRUST CLUB Gold Card and/or Delta SkyMiles TRUST CLUB Gold VISA Card.

#### 〈Fees〉

The calculation method for the revolving payment fee shall be the Without Method, with the revolving balance as of the Closing Date multiplied by one twelfth (1/12) of effective annual rate. In addition, the initial revolving fee is calculated also based on the revolving balance as of the Closing Date regardless of the number of days from the Card activity date until the Payment Date.

#### 2. Payment Plans and Principal Payment

Outstanding balance on the Closing Date	Fixed amount plan (fixed amount of monthly principal payment)	Variable amount plan (amount of principal depends on balance)
¥50,000 or less	Amount designated by a Member in advance (in multiples of ¥10,000) ※The principal payment is automatically set at ¥20,000 at the time of enrollment.	¥1,500
¥100,000 or less		¥2,500
¥250,000 or less		¥5,000
¥350,000 or less		¥7,500
¥500,000 or less		¥10,000
¥750,000 or less		¥15,000
¥1,000,000 or less		¥20,000
¥1,250,000 or less		¥25,000
¥1,500,000 or less		¥30,000
¥1,750,000 or less		¥35,000
¥2,000,000 or less		¥40,000

¥2,500,000 or less	¥50,000
¥3,000,000 or less	¥60,000
For every additional ¥1,000,000 thereafter	Additional ¥20,000

- ※ For the fixed amount plan and the variable amount plan, if the principal payment is less than 1.00% of the outstanding balance, 1.00% of the outstanding balance shall be the principal payment. (Example: If the outstanding balance under the fixed payment plan with a monthly principal payment of ¥20,000 is ¥3,000,000, the amount of principal payment would be ¥30,000, which is 1.00% of ¥3,000,000.)
- ※ Please see “Special Agreements for Members of TRUST CLUB Clear Visa Card and TRUST CLUB Clear Mastercard” for payment plans and principal payment in relation to TRUST CLUB Clear Cards.
- ※ If the principal payment falls below the agreed amount, the principal payment will be the entire outstanding balance.
- ※ Higher principal payments in bonus months may also be set.

### 3. Example of Revolving Payment (specific example of monthly payment calculation)

If using a revolving payment for a cash price amount (the Card use amount) of ¥100,000 on 10 April (where Closing Date is the 15th day of each month, Payment Date is the 10th day of each month, effective annual rate is 15.00%):

#### ■ Fixed Amount Plan (fixed amount of principal payment)

First payment (on 10 May) (Repayment Amount)	A. Principal payment: ¥20,000 B. Fee: ¥1,250 [¥100,000 x 15.00% ÷ 12 months x 1 month's amount = ¥1,250] Amount Due: A (¥20,000) + B (¥1,250) = ¥21,250
Second payment (on 10 June) (Repayment Amount)	A. Principal payment: ¥20,000 B. Fee: ¥1,000 [¥80,000 (¥100,000 - ¥20,000) x 15.00% ÷ 12 months x 1 month's amount = ¥1,000] Amount Due: A (¥20,000) + B (¥1,000) = ¥21,000

#### ■ Variable Amount Plan (amount of principal depends on balance)

First payment (on 10 May) (Amount Due)	A. Principal payment: ¥2,500 ※Please see “2. Payment Plans and Principal Payment” above. B. Fee: ¥1,250 [¥100,000 x 15.00% ÷ 12 months x 1 month's amount = ¥1,250] Amount Due: A (¥2,500) + B (¥1,250) = ¥3,750
Second payment (on 10 June) (Amount Due)	A. Principal payment: ¥2,500 ※Please see “2. Payment Plans and Principal Payment” above. B. Fee: ¥1,218 [¥97,500 (¥100,000 - ¥2,500) x 15.00% ÷ 12 months x 1 month's amount = ¥1,218] Amount Due: A (¥2,500) + B (¥1,218) = ¥3,718

- ※ Amounts payable in the third and subsequent payments will be calculated in the same manner as in the second payment.
- ※ Any fraction below one yen will be rounded down.

### 【Payment in Installments】

#### 1. Number of Payments

Number of Payments	3	5	6	10	12	15	18	20	24	30	36
Payment Period (months)	3	5	6	10	12	15	18	20	24	30	36
Effective Annual Rate (%)	10.77	11.92	12.24	12.88	13.03	13.16	13.23	13.25	13.27	13.24	13.17
Amount of installment payment fee per cash price (the Card use amount) of ¥100	1.8	3	3.6	6	7.2	9	10.8	12	14.4	18	21.6

- ※ Payment in installments is not available for TRUST CLUB Clear Visa Card and TRUST CLUB Clear Mastercard.
- ※ Members who select “All Revolving” payment plan may not pay in installments.

#### 2. Example of payment in installments

Purchase of goods at the cash price (the Card use amount) of ¥300,000 with payment in 10 installments:

	Amount	Calculation Method
Fee	¥18,000	¥300,000 × ¥6.00 ÷ ¥100
Total payment amount	¥318,000	¥300,000 + ¥18,000
Amount payable in each installment (Monthly Installment Amount)	¥31,800	¥318,000 ÷ 10 payments

- ※ Any fraction below one yen of the monthly installment payment will be rounded off and included in the first installment.
- ※ Percentages of principal payment and installment fee in the installment payment are calculated by using the balance accumulation method. In addition, even with the balance accumulation method, the installment payment (the total of principal payment and installment fee) is a fixed amount found by dividing the total payment amount by the number of payments as described above.

## 【Cash Advance Service and Card Loan】

### 1. Cash Advance/Card Loan Credit Line, Interest Rate, etc.

Name of Service	Cash Advance / Card Loan Credit Line	Loan Interest Rate (effective annual rate)	Payment Plan	Payment Period / Number of Payments / Payment Due Date
Cash Advance	Amount determined by Trust Club after examination, not to exceed ¥3,000,000	15.00% to 20.00% (not to exceed the maximum interest rate prescribed under the Interest Rate Restriction Act) <Calculation of interest> Amount of new use amount × loan interest rate × number of days elapsed (※1) ÷ 365 days (366 days for a leap year)	Principal and interest payable in one lump-sum	<ul style="list-style-type: none"> <li>■ Payment Period/ Number of Payments: 21 days to 59 days (depending on the calendar); 1</li> <li>■ Payment Due Date: In principle, the calculation of the outstanding balance is closed on the 15<sup>th</sup> day of each month and the payment is due on the 10<sup>th</sup> day (the 8<sup>th</sup> day for some financial institutions) of the following month. The amount of principal payment and accrued interest are due on the 10<sup>th</sup> day (the 8<sup>th</sup> day for some financial institutions) of the following month.</li> </ul>
Card Loan		15.00% to 18.00% (not to exceed the maximum interest rate prescribed under the Interest Rate Restriction Act) <Calculation of interest rate> Outstanding balance × loan interest rate × number of days elapsed (※1) ÷ 365 days (366 days for a leap year)	<ul style="list-style-type: none"> <li>• Fixed amount plan (fixed amount of principal payment or fixed amount of principal payment combined with payment at bonus time)</li> <li>• Variable amount plan: amount of principal depends on outstanding balance. ※ The principal payment is set at ¥20,000 at the time of enrollment.</li> </ul>	<ul style="list-style-type: none"> <li>■ Payment Period/Number of Payments: Depending on the outstanding balance and type of payment, the payment period and number of payments until the principal payment and interest are fully paid will vary. &lt;Example of payment&gt; <ul style="list-style-type: none"> <li>• Fixed amount of principal: if the amount of loan is ¥100,000 and the fixed amount of monthly principal payment is ¥20,000, then five payments over 5 months</li> <li>• Fixed amount of principal combined with payment at bonus time: if the amount of loan is ¥500,000, the fixed amount of monthly principal payment is ¥20,000 and the additional principal payment at bonus time is ¥20,000, then 22 payments over a 22 months</li> <li>• Variable amount of principal depending on the loan balance: if the amount of loan is ¥50,000, then 34 payments over 34 months (amount of the principal payment will vary depending on the balance)</li> </ul> </li> <li>■ Payment Due Date: In principle, the closing date is the 15<sup>th</sup> day of each month and the</li> </ul>



			<p>payment is due on the 10<sup>th</sup> day (the 8<sup>th</sup> day for some financial institutions) of the following month.</p> <p>The amount of principal payment and accrued interest are due on the 10<sup>th</sup> day (the 8<sup>th</sup> day for some financial institutions) of the following month.</p>
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Collateral: Not required

※1: The number of days elapsed refers to the period from the day after the activity date or the Payment Date to the Payment Date in the following month.

## 2. Card Loan Payment Method and Principal Payment

Outstanding balance as of the Closing Date	Fixed amount plan (fixed amount of monthly principal payment)	Variable amount plan (amount of principal depends on balance)
¥50,000 or less	Fixed monthly principal repayment or Fixed monthly principal combined with higher payment at bonus time ※Payment principal at the time of enrollment is set at 20,000 yen.	¥1,500
¥100,000 or less		¥2,500
¥250,000 or less		¥5,000
¥350,000 or less		¥7,500
¥500,000 or less		¥10,000
¥750,000 or less		¥15,000
¥1,000,000 or less		¥20,000
¥1,250,000 or less		¥25,000
¥1,500,000 or less		¥30,000
¥1,750,000 or less		¥35,000
¥2,000,000 or less		¥40,000
¥2,500,000 or less		¥50,000
¥3,000,000 or less		¥60,000
For every additional ¥1,000,000 thereafter		Additional ¥20,000

※ For the fixed amount plan and the variable amount plan, if the principal payment is less than 1.00% of the outstanding balance, 1.00% of the outstanding balance shall be a principal payment. (Example: If the outstanding balance under the fixed payment plan with a monthly principal payment of ¥20,000 is ¥2,400,000, then the amount of principal payment would be ¥24,000, which is 1.00% of ¥2,400,000.) For the TRUST CLUB Platinum Mastercard, if the principal payment is less than 3.00% of the outstanding balance, 3.00% of the outstanding balance shall be the principal payment. (Example: If the outstanding balance under the fixed payment plan with a monthly principal payment of ¥20,000 is ¥2,400,000, then the amount of principal payable would be ¥72,000, which is 3.00% of ¥2,400,000.)

※ If the principal payment falls below the amount designated by Members, the principal payment shall be the entire outstanding balance.

※ New use of a variable amount plan or switching from any other plan to the variable amount plan is not permitted.

(19LC-1568-202004)

## Consent Clause and Important Matters Regarding Handling of Personal Information

(These consent clause (the "Consent Clause") and important matters (the "Important Matters") shall constitute a part of these Terms and Conditions for Diners Club Card / TRUST CLUB Card membership (the "Terms and Conditions").)

This English version of the Consent Clause shall be for reference purpose only. If there is any inconsistency between the English and Japanese versions, the Japanese version shall prevail.

### Article 1. (Collection, Holding, Use and Provision of Personal Information)

1. Members and membership applicants ("Members, etc.") agree to the collection, holding, use and provision by Trust Club of the information set forth in the following items concerning themselves (the "Personal Information"), for the purposes of making credit decisions, management after extending credit, provision of Supplementary Services, and handling of administration including but not limited to the processing of Account Transfers, etc., upon taking necessary protection measures. Management after extending credit shall include the confirmation of Card use, notification to Members of charges for Card use (including any payment request in case of delinquency), confirmation of contact details, and use for debt collection.
  - (1) Particulars of Members, etc. including but not limited to name, age, date of birth, address, telephone number, e-mail address, employer, office telephone number, occupation, purpose of transaction, code/number of a driver's license, etc., assets, income, debts, status of residential circumstances that the Member etc. notifies to Trust Club at the time of membership application; particulars that a Member, etc. notifies to Trust Club such as documents that are submitted; particulars that a Member, etc. notifies to Trust Club pursuant to these Terms and Conditions; and matters that become known to Trust Club through telephone inquiries or by any other means;
  - (2) Matters concerning the agreement between Trust Club and a Member, etc., such as the date of membership application, date of contract, and credit line;
  - (3) The Card activities and status of payments by Members and information concerning credit line management;
  - (4) Records of card use and payments, etc. by Members, etc. collected by Trust Club;
  - (5) Identification documents that Members, etc. submit to Trust Club pursuant to the Act on Prevention of Transfer of Criminal Proceeds and the identification procedures prescribed by Trust Club, and the matters stated therein;
  - (6) Matters stated in a document issued by a public organization that Trust Club lawfully or properly obtains from a Member, etc. or the public organization;
  - (7) Information disclosed to the general public by means including but not limited to the Internet, official gazettes (Kampo), or employee lists; and
  - (8) Status of personal identification by Trust Club or a financial institution, etc. at which a Payment Account is opened.
2. Members, etc. consent to the use by Trust Club, upon taking necessary protection measures, of the Personal Information listed in items (1) to (3) in the preceding paragraph for the following purposes (detailed contents of operations are available on Trust Club's website, etc.):
  - (1) Notification of new products in credit-related operations and related after-sale services;
  - (2) Market research and product development in credit-related operations;
  - (3) Delivery of promotional materials and publications concerning credit-related operations, and sales activities including but not limited to telemarketing; and
  - (4) Delivery of promotional materials and publications concerning sales activities of entities including but not limited to the Merchants, etc.
3. Members, etc. consent to the use by the following companies with which Trust Club is partnered (the "Joint User Companies"), upon taking necessary protection measures, of the Personal Information listed in Article 1.1(1)-(3) and (5) for the following purposes:  
Sumitomo Mitsui Trust Holdings, Inc. and its consolidated subsidiaries and equity method affiliated companies stated in its annual securities report, etc. (we will handle the information in compliance with the Financial Instruments and Exchange Act and related statutes where such shared use is restricted by law).

Purposes:

- (1) Acceptance of applications / consultations for financial products, trust products and services of the Joint User Companies;
  - (2) Matters including but not limited to the identification of Members, etc., pursuant to the Act on Prevention of Transfer of Criminal Proceeds and confirmation of eligibility for financial products, trust products and services;
  - (3) Research and development of financial products, trust products and services by measures including but not limited to market research, data analysis and questionnaires;
  - (4) Various proposals concerning financial products, trust products and services including but not limited to the dispatch of direct mails, telephone or e-mails;
  - (5) Assessment of risks as a necessary part of business management for the Joint User Companies.
4. If a Member, etc., (except Family Members, the same shall apply hereunder in this paragraph.) is admitted under the membership referral system operated by Trust Club, the Member, etc. shall consent to the disclosure by Trust Club of the fact of admission of the Member, etc. to the referrer (being a Member) for the purpose of delivering a gift or any other reward for the referral.
  5. Members, etc., shall agree to the continued application of this Consent Clause and these Important Matters for a period that Trust Club deems appropriate after Member's withdrawal from the membership due to reasons including but not limited to the cancellation thereof.
  6. Members, etc. shall agree to the provision of Personal Information to public organizations, etc. if Trust Club is called upon to submit such information pursuant to the provisions of laws and regulations and if required for a public benefit equivalent thereto.

### Article 2. (Inquiries to, Registration with, and Use of Personal Credit Information Agencies)

1. Members, etc. (except Family Members; the same hereafter in this paragraph) consent to Trust Club making inquiries to personal credit information agencies (entities engaged in the business of collecting information concerning individuals' solvency and repayment capacity and providing such information to their members; the "Agency") where Trust Club is a member, as well as personal credit information agencies partnered with the Agency (the "Partner Agencies"), when making transactional decisions relating to these Terms and Conditions,

- and to Trust Club utilizing such information if Personal Information (i.e., "Registered Information" column in the table below with history, and includes information such as agreement details and status of repayment registered by the Agency' members; information on dishonored bills/checks, information on bankruptcy and other information published in official gazettes (Kampo), and information published in telephone directories registered by Partner Agencies; and information registered at the request of the Japan Financial Services Association) of Members, etc. and spouse is registered, exclusively for the purpose of assessing the solvency and repayment capacity of Members, etc.
2. Members, etc. (except Family Members) consent to having information (i.e., information contained in "Registered Information" column in the table below with history) designated by the Agency shall be registered with the Agency for a period set forth in the "Registered Period" in the table below, and to having the information registered used by members of the Agency and the Partner Agencies for the purpose of assessing solvency and repayment capacity.
  3. Members, etc. (except Family Members) consent to having information under Articles 2.1 and 2.2 exchanged among and used by the Agency, the Partner Agencies and their respective members to the extent necessary for ensuring the protection and proper use of the Personal Information, such as maintaining such information accurate and up-to-date, processing complaints, and Agency' monitoring their members' compliance with rules.
  4. Contact information of the Agency (name, address, and telephone number for inquiries), and information registered and period registered at the Agency are as set out below. If Trust Club were to become a member with another personal credit information agency, Trust Club shall give a separate notice in writing to the Members, etc. and obtain their consent. The details such as Agency membership qualifications and names of their member companies are available on its website.  
Credit Information Center Corp. (CIC) <https://www.cic.co.jp/>

【Designated personal credit information bureau under the Installment Sales Act and the Money Lending Business Act】

Shinjuku First West 15F, 1-23-7 Nishi-Shinjuku, Shinjuku-ku, Tokyo  
160-8375

Telephone: 0120-810-414

Registered Information and Period Registered

(Please see the Agency's website, etc. for details.)

Registered Information	Period Registered
① Evidence for filing applications in relation to the Terms and Conditions	Six (6) months from the date of inquiry by Trust Club
② Objective evidence on transactions related to the Terms and Conditions	For the duration of agreement and up to five (5) years after termination of agreement
③ Evidence of delinquency in payment of obligations	For the duration of agreement and up to five (5) years after termination of agreement

5. The personal credit information agencies partnered with the Agency are as follows. Any queries to the following Partner Agencies should be made through the personal credit information agency in Article 2.4.
  - (1) Zenkoku Ginko Personal Credit Information Center (KSC) <https://www.zenginkyo.or.jp/pcic/>  
【a personal credit information agency whose members are mainly financial institutions and their affiliates】  
1-3-1 Marunouchi, Chiyoda-ku, Tokyo 100-8216 Telephone: 03-3214-5020
  - (2) Japan Credit Information Reference Center Corp. (JICC) <https://www.jicc.co.jp/>  
【a designated personal credit information agency under the Money Lending Business Act】  
Sumitomo Fudousan Ueno Building 5  
1-10-14 Kita-Ueno, Taito-ku, Tokyo 110-0014  
Tel: 0570-055-955  
※ CIC has established a network for mutual exchange of information (CRIN) with partners in order to prevent multiple debts. Trust Club utilizes KSC and JICC's information through CIC.
6. The information registered with the personal credit information agency of which Trust Club is a member (as set out in Article 2.4) is as follows:  
Name, date of birth, address, telephone number, employer, office telephone number, driver's license and other codes, numbers and information for identification; the contract type, date of execution, contract amount, loan amount, number of payments, and other information on contracts; activity balance, balance of installment purchases, scheduled amount of annual charges, Date of Payment, date of full repayment, delinquency in payment, and other information concerning the status of payments.

### Article 3. (Disclosure, Correction and Deletion of Personal Information)

1. A Member, etc. may request Trust Club, the Joint User Company, or the Agency to disclose the Personal Information concerning himself/herself pursuant to the provisions of the Act on the Protection of Personal Information. Such requests for disclosure shall be made as follows:
  - (1) A request for disclosure to Trust Club and the Joint User Company should be made to the Customer Service at the end. The procedures for such a request are available on Trust Club's website, etc.
  - (2) A request for disclosure to the Agency should be made to the personal credit information agency in Article 2.4.
2. In the event any information registered is found to be untrue, Trust Club and the Joint User Company shall promptly accept a request for correction or deletion.

### Article 4. (No Consent to Handling of Personal Information and Request for Suspension of Use/Provision of Personal Information)

1. If a Member, etc. does not wish to fill out matters required to apply for membership or does not consent to all or part of the handling of Personal Information set forth in this Consent Clause and these Important Matters, Trust Club may refuse membership or initiate membership cancellation process. However, Trust Club shall not refuse membership or cancel membership on the grounds that a Member, etc. fails to give consent to Articles 1.2 and 1.3.
2. If Members request the suspension of use of the Personal Information related to Article 1.2 and 1.3, Trust Club shall suspend such to the extent operations are not affected and will exclude delivery, etc. of Cards, statements of charges, etc. Members should request suspension to the Customer Service at the end.

**Article 5. (Use/Provision of Personal Information when Agreement Is Not Concluded)**

Even if the agreement between Trust Club and a Member, etc. fails to conclude, Trust Club may use and provide the fact that the Member, etc. applied to Trust Club for the membership for a certain period of time pursuant to Article 1 and Article 2.2 regardless of the reason for the failure of the agreement to conclude. Trust Club shall not, however, use or provide the fact in any other manner whatsoever.

**Article 6. (Amendment to Provisions)**

This Consent Clause and these Important Matters may be amended to the extent required in accordance with the procedures set forth under the applicable laws and regulations, etc.

**■ Please contact the following for any request for disclosure or suspension of use of Personal Information:**

<Customer Service>

Triton Square Building X, 1-8-10 Harumi, Chuo-ku, Tokyo 104-6035

Telephone: 03-6770-2820

If the above line is busy, please call the following Call Center number:

◆ Diners Club

Toll Free: 0120-074-024

◆ TRUST CLUB Card

Toll Free: 0120-003-081

\* Please have your Card number and PIN at hand when you call.

(19LC-1568-202004)

**【Contacts for Questions and consultations, etc.】**

1. For questions or consultation concerning goods, etc., please contact the Merchant where you used your Card.
2. For questions or consultation concerning the details of Card activity, please contact the following:  
Diners Club : 0120-074-024  
TRUST CLUB Card : 0120-003-081
3. For any request to stop delivery of promotional materials or brochures, or questions related to the disclosure, correction or deletion of Personal Information, or questions about documents related to defense for withholding payment, please contact the call centers above.  
Sumitomo Mitsui Trust Club Co., Ltd.  
Diners Club official website: [www.diners.co.jp](http://www.diners.co.jp)  
TRUST CLUB Card official website: [www.sumitclub.jp/en/](http://www.sumitclub.jp/en/)
4. For dispute resolution regarding money lending services, please contact the following:  
(The designated dispute resolution organization contracted with Trust Club:)  
Money Lending Business Consultation and Dispute Resolution Center, Japan Financial Services Association  
3-19-15 Takanawa, Minato-ku, Tokyo 108-0074