

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

■Revision Contents

Revision with effect from 4/1/2024

Current Article Number	Current Section Number	Article Number After Revision	Section Number After Revision	Current	After Revision
1	1	1	1	<p>Article 1. (Members)</p> <p>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 <u>transaction system</u>, 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.</p>	<p>Article 1. (Members)</p> <p>1. "Principal Member" refers to an individual who applies to the Sumitomo Mitsui Trust Club Co., Ltd. ("Trust Club") for membership in the credit card, satisfies the criteria prescribed by Trust Club on age, annual income, etc. 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.</p>
1	2	1	2	<p>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.</p>	<p>2. "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. <u>Principal Members shall comply with the Terms and Conditions, etc. prescribed in Article 2, be obligated to ensure that Family Members will comply with the Terms and Conditions, etc., and be liable for any damages (including attorneys' fees and is not limited to direct damage) incurred by Trust Club due to a Family Member's failure to comply with the Terms and Conditions, etc.</u></p>
3	3	3	3	<p>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:</p> <p>(1) to leave the Card at any location at risk for theft or unauthorized use by a third party;</p> <p>(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.;</p> <p>(3) to reply to an e-mail from a stranger, etc. or voluntarily enter his/her Card information, etc. when accessing an unknown website, etc. via SMS or social media such as social network services; or</p> <p>(4) to delegate the custody of the Card to a third party (including members of the family; same applies hereinafter), regardless of the reasons.</p>	<p>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. <u>In addition, Principal Members shall manage the Cards of Family Members in the same manner to prevent anyone other than the Family Members from using their Cards.</u> In particular, Members shall agree in advance that acts such as the following may constitute a Card management breach of duty:</p> <p>(1) to leave the Card at any location at risk for theft or unauthorized use by a third party;</p> <p>(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.;</p> <p>(3) to reply to an e-mail from a stranger, etc. or voluntarily enter his/her Card information, etc. when accessing an unknown website, etc. via SMS or social media such as social network services; or</p> <p>(4) to delegate the custody of the Card to a third party (including members of the family; same applies hereinafter), regardless of the reasons.</p>
5	2	5	2	<p>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.</p>	<p>2. A Member shall manage and use 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 Member or any third party upon entering the registered PIN, except where attributable to Trust Club.</p>

Current Article Number	Current Section Number	Article Number After Revision	Section Number After Revision	Current	After Revision
18	1	18	1	<p>Article 18. (Acceleration)</p> <p>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:</p> <p>(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;</p> <p>(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;</p> <p>(3) a note or check drawn by Principal Member is dishonored or if Principal Member suspends payments in general;</p> <p>(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;</p> <p>(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</p> <p>(6) the whereabouts of Members become unknown due to any reason attributable to the Members.</p>	<p>Article 18. (Acceleration)</p> <p>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:</p> <p>(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;</p> <p>(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;</p> <p>(3) a note or check drawn by Principal Member is dishonored or if Principal Member suspends payments in general;</p> <p>(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;</p> <p>(5) <u>a petition for settlement, mediation, or alternative dispute resolution procedures for arrangement is filed;</u></p> <p>(6) <u>Principal Member receives notice that an attorney, legal professional corporation, judicial scrivener, judicial scrivener corporation, or any other person has been authorized to make arrangements;</u></p> <p>(7) 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</p> <p>(8) the whereabouts of Members become unknown due to any reason attributable to the Members.</p>
26	-	26	-	<p>Article 26. (Amendments to Terms and Conditions)</p> <p>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 <u>the Terms and Conditions, etc.</u>, such special agreements or provisions shall prevail. If there are Japanese and English versions, the Japanese version shall prevail.</p>	<p>Article 26. (Amendments to Terms and Conditions)</p> <p>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 <u>these Terms and Conditions,</u> such special agreements or provisions shall prevail. If there are Japanese and English versions, the Japanese version shall prevail.</p>

Current Article Number	Current Section Number	Article Number After Revision	Section Number After Revision	Current	After Revision
32	1	32	1	<p>Article 32. (Defense for Withholding Payment)</p> <p>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:</p> <p>(1) the goods, rights, or services were not delivered;</p> <p>(2) the goods are damaged, soiled, broken, or otherwise defective; or</p> <p>(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.</p>	<p>Article 32. (Defense for Withholding Payment)</p> <p>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:</p> <p>(1) the goods, rights, or services were not delivered;</p> <p>(2) the delivered goods, transferred rights, or provided services are inconsistent with the agreement in terms of their type, quality, or quantity; or</p> <p>(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.</p>

Consent Clause and Important Matters Regarding Handling of Personal Information

■ Revision Contents

Revision with effect from 4/1/2024

Current Article Number	Current Section Number	Article Number After Revision	Section Number After Revision	Current	After Revision
1	1	1	1	<p>Article 1. (Collection, Holding, Use and Provision of Personal Information)</p> <p>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.</p> <p>(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;</p> <p>(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;</p> <p>(3) The Card activities and status of payments by Members and information concerning credit line management;</p> <p>(4) Records of card use and payments, etc. by Members, etc. collected by Trust Club;</p> <p>(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;</p> <p>(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;</p> <p>(7) Information disclosed to the general public by means including but not limited to the Internet, official gazettes (Kampo), or employee lists; and</p> <p>(8) Status of personal identification by Trust Club or a financial institution, etc. at which a Payment Account is opened.</p>	<p>Article 1. (Collection, Holding, Use and Provision of Personal Information)</p> <p>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.</p> <p>(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, information on the status of residence 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;</p> <p>(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;</p> <p>(3) <u>The date of application for use by Members, date of contract, name of Merchant, name of goods, contract amount, number of payments, ID or any other identifying information, etc.,</u> Card activities and status of payments by Members and information concerning credit line management <u>(including information that Trust Club lawfully obtains from Merchants, etc. accepting the credit cards);</u></p> <p>(4) Records of card use and payments, etc. by Members, etc. received by Trust Club <u>from the personal credit information agencies prescribed in Article 2;</u></p> <p>(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;</p> <p>(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;</p> <p>(7) <u>Status of personal identification by Trust Club or a financial institution, etc. at which a Payment Account is opened;</u> and</p> <p>(8) <u>In addition to the above, information obtained through the use of Trust Club’s website, information disclosed to the general public by means including but not limited to the Internet, official gazettes (Kampo), or employee lists, and any other information (including individual-related information) that Trust Club obtains in an appropriate manner.</u></p>

Current Article Number	Current Section Number	Article Number After Revision	Section Number After Revision	Current	After Revision
5	-	5	-	<p>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.</p>	<p>Article 5. (Use/Provision of Personal Information when Agreement Is Not Concluded or when Agreement Is Terminated) 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 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. Similarly, even if the agreement is terminated, Trust Club may use and provide personal information in the same manner regardless of the reason for the termination.</p>
				<p>■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</p> <p>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.</p>	<p>■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: 03-6852-0935</p> <p>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.</p>

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