

The Terms and Conditions of the Cardholder Authentication Service

The Terms and Conditions of the Cardholder Authentication Service define the terms for a card member (hereinafter referred to as "the Member") of Sumitomo Mitsui Trust Club Co., Ltd. (hereinafter referred to as "the Company"), and the Terms and Conditions apply to the Member's use of the Cardholder Authentication Service.

Article 1 (Definition)

1. Definitions of the terms used in the Terms and Conditions are defined below and shall be conformed to the Terms and Conditions for Diners Club Card/ TRUST CLUB Card Membership, the Terms and Conditions for Diners Club Corporate Card/TRUST CLUB Corporate Card Membership, the Terms and Conditions for Diners Club Corporate Purchasing System Membership, the Terms of Use for Club Online, the Terms of Use for Corporate Club Online and other rules established by the Company.

2. The Cardholder Authentication Service (hereinafter referred to as "this Service") certifies identity of the Member for e-commerce transactions such as online shopping at a merchant of the Company through predefined authentication information entry in the dedicated screen, and refers to the following:

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

3. "Member" refers to a member as defined in the Terms and Conditions for Diners Club Card/TRUST CLUB Card Membership or the Terms and Conditions for Diners Club Corporate Card/TRUST CLUB Corporate Card Membership, a CPS member as defined in the Terms and Conditions for Diners Club Corporate Purchasing System Membership, or a Primary Member or additional member as defined in the Special Terms and Conditions for Diners Club Business Card Membership.

4. "A registered member" refers to a member who has completed the user registration process for this Service. (Hereinafter referred to as "the Registration Process").

5. "Primary Member, etc." refers to a member as defined in the Terms and Conditions for Diners Club Card/TRUST CLUB Card Membership, a corporation as defined in the Terms

and Conditions for Diners Club Corporate Card/TRUST CLUB Corporate Card Membership or the Terms and Conditions for Diners Club Corporate Purchasing System Membership, or a basic member as defined in the Special Terms and Conditions for Diners Club Business Card Membership.

6. "The merchant of this Service" refers to a merchant separately designated by the Company as a user of this Service.

7. "One-time password" refers to a password sent each time of e-commerce transactions such as online shopping through the method predefined by the Member for this Service and used only once to enter authentication information.

8. "The App" is an application to be used in a device specified by the Company, such as a smartphone, for issuance of a one-time password.

9. "Club Online" means the online service provided by the Company to its Members via its website and apps for the exclusive use of Members, including Card information inquiries.

10. "Corporate Club Online" means the online service provided by the Company to its Corporate Members via its website for the exclusive use of Corporate Members, including Card information inquiries.

Article 2 (Registration of Service)

1. This Service is available for registered members.

2. In accordance with the Registration Process, Members shall provide the Company with contact information or method designated by the Member or by the Company to receive one-time passwords.

3. Any correction or change of contact information provided by a registered member shall be made separately through Club Online.

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

outside of Japan. The registered members shall also agree to have the Company and its outsourcing partners use the said data for operation of this Service.

Article 3 (Use of Service)

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

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

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

Article 4 (Change of Service Registration Items)

1. For change of the registered member’s terminal type or number for issuance of a one-time password, the registered members shall notify such change using Club Online without delay.

2. In the case where the registered members suffer a disadvantage as a result of not following the preceding paragraph, the Company shall not be liable. However, this shall not apply if the Company has made negligence or misconduct.

3. The proviso of the preceding paragraph shall not apply if a registered member has become a Member as a business or for the purposes of a business.

Article 5 (Cancellation of Service Registration)

1. The registered members shall cancel the user registration of this Service using Club

Online or the Company's Call Center.

2. If a registered member is a Primary Member, and the registered member takes procedures for cancellation of the registration for use of this Service, and such procedures are completed, in principle, all valid cards issued by the Company in the name of the Primary Member, will become inactive for use of this Service. In this case, cards issued to Family Members or Additional Members of the Member shall not be included in the cards issued under the name of the Primary Member, etc. In the case of cards issued to Family Members or Additional Members, it is necessary to take separate procedures for cancellation of registration for use of this Service.

3. If any of the registered member falls under any of the following items, the Company reserves the right to cancel the user registration for this Service without obtaining the consent of the registered member or without any notice or notification, and take measures such as interruption of use.

1. upon termination of the card.
2. upon cancellation of Club Online registration.
3. upon the membership disqualification.
4. upon violation of any of the Terms and Conditions, the Policies or the Rules, the use of the card is suspended, or the lending of the card is suspended.
5. Other cases where the Company deems inappropriate as a user of this Service.

Article 6 (Special Provisions for Registration, Modification/Change, and Cancellation of this Service for CPS Members)

1. When a Corporate Purchasing System Member (hereinafter referred to as "CPS Member") among the Corporate Cardholders wishes to use this Service, amend or change his/her contact information, or terminate his/her membership, he/she shall notify the Company of the details of such use, amendment or change, and the Company shall register the use, amendment or change, or termination of membership.

2. CPS Members shall notify the Company without delay of any modification or change in their e-mail address or other notifiable information to receive one-time passwords, and the Company shall register the modification or change.

3. When a CPS Member wishes to cancel the registration of a user of this Service, he/she shall notify the Company of the details of such cancellation, and the Company shall register the user's termination. In the case of a CPS Member, it is necessary to complete the cancellation procedure for each card number.

Article7 (Use of the APP)

1. The communication fee for downloading and updating the APP for issuance of a one-time password (hereinafter referred to as "the APP type") shall be borne by the registered member.

2. In the case of the APP type user, the registered members shall always update to the latest version. The Company shall not be liable for damages caused by the registered member failing to update the APP downloaded to their own smartphone etc. or using an OS other than the recommended OS.

Article 8 (Management)

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

2. In this Service, all acts conducted using the ID, password, one-time password etc. described in the preceding paragraph shall be deemed to have been carried out by a legitimate registered member, and the Member shall be liable for payment of the amount equivalent to the Card Usage Charges.

3. When a registered member tells or allows another person to use his/her ID, etc, or intentionally or through gross negligence places his/her ID, etc. in a condition where it can be used by another person, causing damage to the Company or a third party as a result of the ID, etc. being used by another person, the Primary Member, etc. shall compensate the Company or a third party for damages caused by the other person's use of the card information.

4. Registered members shall compensate the Company or a third party for any damage caused by the use of their IDs, passwords, one-time passwords, etc.
5. The Primary Member, etc. shall be responsible for all damages caused by the use of the Service by a third party, even if such use is due to forgery, alteration, theft, unauthorized use, or other accidents, unless the Company is at fault. In no event shall the Company be liable for any damages or consequential damages caused by special circumstances that the Company cannot foresee.
6. The registered members shall promptly report to the Company if a one-time password is stolen or abused, and members shall cooperate with an investigation into the damage status that may be conducted by Trust Club or any other entity.

Article 9 (Acquisition of data)

1. The registered members shall agree to have the Company acquire the device information (including Browser Name, Screen Resolution, and User-set Language, etc. to identify a member's terminal used for this Service) of the registered member's online shopping from the viewpoint of fraud prevention.
2. The device information acquired by the Company shall be used for the purpose of detecting fraudulent transactions and examining new services that contribute to the improvement of the soundness of various transactions on the Internet, etc. The Member shall agree to have the Company disclose the device information to the third party for their use.
3. The registered members shall agree to have the Company and the said third party take necessary protection measures and process it into statistical data etc. for personal information such as the information related to the use of this Service.
4. In the case where the said third party described in paragraph 2 outsources the administrative work (work done using computer, payment settlement and related administrative work etc.) to another third party (hereinafter referred to as "Re-consignee"), the registered members shall agree to have the said third party take personal information protection measures and have a Re-consignee deposit the personal information.

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

Article 10 (Change of Service)

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

Article 11 (Interruption of this Service)

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

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

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

Article 12 (Contents of the Terms and Conditions)

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

2. Items not stipulated in the Terms and Conditions are subject to the Terms and Conditions for Diners Club Card / TRUST CLUB Card Membership, the Terms and Conditions for Diners Club Corporate Card/TRUST CLUB Corporate Card Membership, the Terms and Conditions for Diners Club Corporate Purchasing System Membership, the Terms of Use for Club Online, the Terms of Use for Corporate Club Online, and other rules established by

the Company.

Article 13 (Change of the Terms and Conditions)

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

Article 14 (Prohibited Acts)

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

Article 15 (Disclaimer)

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

Article 16 (Government Law, Court of Jurisdiction)

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

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Effective as of January, 2025