

# Japan Link Service

## Terms and Conditions

### **1. Authorization for the Service Execution**

The Customer authorizes SMBC to execute the Services without any further documentations, orders or applications. The Customer shall indemnify SMBC for any losses, damages or claims caused by the Services, following the Customer's instructions in this Authorizations and attached Schedules.

### **2. Authorization for Account(s) Withdrawals for Transactions, Charges and Others**

The Customer authorizes SMBC to debit its account(s) specified in the attached Schedules, for the required payments from time to time and by the method stated by SMBC, without any further instructions, drawing slips or checks from the Customer. The payments include, but are not limited to:

- (a) Funds for domestic or foreign transfer or remittance;
- (b) Any fees and charges for utilizing the Services

Transaction fees which shall occur on SMBC's side shall be owed by the Customer in whole.

The Customer also authorizes and entitles SMBC to terminate the Services without any request, agreements or writing on the event the Customer not paying charges for two months.

### **3. Exchange Rates**

Unless a foreign currency exchange (Forex) contract has been separately concluded with SMBC, whenever Forex is required for the execution of a fund transfer or any other Services, SMBC may choose which forex rate shall be applied being: either of the SMBC's T.T.S. Rate of the day, or the Rate based on the then Market Forex Rate. The Customer will understand that some currency Forex rates cannot be covered on the same day of receipt of Instructions, and execution of the Services could have a value later than the requested value date.

### **4. Liabilities and Responsibilities**

The Customer will use all reasonable care to ensure that all information given to SMBC by it or any appropriate third party are duly authorized, correct and complete.

SMBC will not be liable for any direct or indirect losses or loss of profits arising in connection with:

- (a) any error, interruption or delay in acting on the Customer's Instructions arising as a result of any error, interruption or delay in services, goods, software, networks or information:

- (1) supplied to SMBC or the Customer by an authenticated third party;
- (2) controlled by the Customer's agent, and/or anyone acting on behalf of the Customer;
- (b) any interruption or delay occurred from legal and/or administrative measures in any of the Sending/Receiving/Passing Countries of the information and/or funds.
- (c) any error, interruption or delay occurred from any other force majeure including but not limited to acts of God, industrial dispute, strike, terrorist action, mechanical or network trouble/error.
- (d) any transaction undertaken by SMBC in reliance to the Instructions received.
- (e) the negligence and/or willful default of the Customer, its agent(s) and/or anyone acting on behalf of the Customer or using the Customer's software, network and/or information.

#### **5. Pre-Registration of Ordering Accounts and Payee Details**

The Customer shall pre-register Ordering Accounts and payee information necessary to execute instructions in order to enable SMBC to identify and process payer and payee details quickly and efficiently through the correct payment clearing system. SMBC shall have the right to rely on the pre-registered information and shall not be liable for any damages, losses or costs arising from failure, delay or error in performance of a payment instruction due to non-registration of data or the Customer pre-registering incorrect information.

#### **6. Change of Information and Amendment**

The Customer shall inform SMBC in writing of any changes in the matters previously reported to SMBC immediately when such changes occur. SMBC shall be entitled for a reasonable period of time from receipt to process such notification of changes. SMBC shall assume no responsibility for any losses or damages incurred by the Customer which may arise prior to SMBC's acceptance of such information.

#### **7. Cancellation / Amendment of Payment Instructions**

In the event that a payment fails due to factors such as non-existence of the account, SMBC shall inform the Customer of such promptly once the situation has been ascertained. SMBC shall, upon receiving the cancellation/amendment request using SMBC's designated form take necessary procedures, and commission shall be charged as per Article 2.

#### **8. Change of Service**

Notwithstanding anything contained in this Customer Authorizations, SMBC may at any time modify, withdraw or vary the services/add services.

#### **9. Termination of Agreement**

This Agreement can be terminated at any time by giving 30 days notice prior in writing to the other party. Such period shall run from the day the notice is received by the relevant party. In the event that the notice of termination sent by SMBC fails to be delivered to the Customer at the address SMBC acknowledges for such reason as refusal of acceptance, it shall be deemed that the notice has reached the Customer at the time when such notice would normally have been delivered to the Customer.

If any of the following event occurs in relation to the Customer, SMBC may terminate this Agreement at any time without giving notice to the Customer:

- (a) the service account is closed / termination of Customer relationship
- (b) there exists a sufficient reason, such as the Customer's breach of this Agreement
- (c) the Customer fails to pay SMBC required fees for two consecutive months.
- (d) suspension of payment, or petition for bankruptcy, commencement of corporate reorganization, rehabilitation, corporate liquidation, or special liquidation or any other procedure under any applicable bankruptcy law or reorganization law.
- (e) suspension of transaction by a clearinghouse
- (f) SMBC does not know the Customer's whereabouts due to such reason as the failure of the Customer to submit a notice of change of address.

## **10. Term of Agreement**

This Agreement shall be effective for one year from the date of this Agreement and shall be extended for further consecutive period of one year unless either party notifies the other party in writing that it does not wish to extend this Agreement 30 days prior to the expiry of this Agreement.

## **11. Mutatis Mutandis Application**

Instructions related to this Authorization shall be governed by the applicable agreements, rules and regulations on fund transfers, ordinary deposits (including integrated accounts), savings accounts, checking accounts, bank transaction agreements and overdraft agreements on checking accounts.

## **12. Consultations**

The Customer and SMBC shall cooperate in good faith in performing the terms and conditions of this Authorization. In the event of the occurrence or events or situations not covered by this Authorization, or in the event of confusion or disputes arising in relation to this Authorization, the parties shall consult in good faith to resolve such problems.

### **13. Governing Law and Jurisdiction**

This Authorization and the Services shall be governed by the laws of Japan. The Customer and SMBC submit to the non-exclusive jurisdiction of the courts of Japan in case of any conflicts or trials arising from or in connection with this Authorization and any such transaction.

### **14. Amendment of Terms and Conditions**

(a) In the event that SMBC deems it necessary to comply with the amendment of the Terms and Conditions, SMBC shall amend the Terms and Conditions after SMBC poses such information on its website or any other reasonable means. The amended Terms and Conditions shall apply when one week or reasonable period longer than one week which SMBC stipulated in the above announcement releases.

If the Customer does not consent to a published content(s), the customer shall notify SMBC before the period which SMBC deems reasonable in the above announcement passes. The period which SMBC deems reasonable in the above announcement should be one week or more. If SMBC does not receive any notification from the Customer, SMBC may assume that the Customer agree with the amendment. If SMBC receives notification from the Customer that the Customer disagrees with the amendment, SMBC may terminate this Agreement without prior written notice.

(b) Please refer to the latest Terms and Conditions published on SMBC website before applying for or using the Service since the Terms and Conditions printed on any forms at SMBC Branch or other printed documents may not be the latest one.