



American Express®

Corporate Purchasing Card Terms and Conditions

IMPORTANT Before you use your American Express Corporate Purchasing Card, please read and understand these Terms and Conditions ("**Conditions**") thoroughly. If you keep or use the Card, you will be agreeing to these Conditions and these Conditions will govern your use of the Card. If you do not wish to accept these Conditions, please destroy the Card as soon as possible.

1. DEFINITIONS

The terms used in these Conditions shall have the meanings as defined below.

Please remember that the words '**you**', '**your**' and '**Card Member**' mean an employee of the Company for whom the issuance and use of the Card has been authorized by the Company, and who has notified us of his or her status as a Card user and has been approved by us as a Card user. In cases where the Card is issued in the name of a department, in the name of a payment account or any other name associated with the Company (hereinafter referred to as "**Department Name, etc.**" and a Card issued in the Department Name, etc. is referred to as a "**Department Name, etc. Card**"), such words mean an employee of the Company who is authorized by the Company to use the Card or otherwise.

The words '**we**', '**our**', '**us**' and '**American Express**' means American Express International, Inc., Japan branch office.

'**Authorizing Officer**' means an officer or employee of the Company who is designated in writing by the Company as the authorizing officer for the Company's account, to whom the Company delegates authority to represent the Company in all matters relating to these Conditions.

'**Card**' means the American Express Corporate Purchasing Card or an account number for a non plastic account.

'**Charge**' means a transaction made with or charged with the Card, whether or not a Record of Charge Form is signed for such transaction, and all other amounts payable under these Conditions.

'**Company**' means the company, firm, or organisation authorized by us to open an American Express Corporate Purchasing Card account. We issue the Card to the Company upon request from the Company.

'**Contact Person**' means the person in charge of communication and coordination between the Company and us regarding the procedures for applying for membership of the Card Member, various notifications (including renewal of Company information and Card Member information), Card reissuance procedures, cancellation procedures, and other procedures for Card Members, and who is an employee designated in writing by the Company.

'**Merchant**' means a business or organisation which accepts the Card.

'**Unauthorised Charges**' are Charges that did not benefit either you or the Company and which were incurred by someone who is not the Card Member and has no actual, implied, or apparent authority to use the Card.

2. SIGNING THE CARD

In cases where a physical plastic card is issued to you, for the purpose of identification and to prevent misuse, you agree to sign the Card as soon as you receive the Card and prior to using the Card.

3. AUTHORIZING OFFICER/CONTACT PERSON

(a) You agree in advance that the Authorizing Officer or the Contact Person may provide various notifications to us (including notice of renewal of Card Member information), initiating cancellation procedures, and initiating other procedures on behalf of the Card Members.

(b) The Authorizing Officer and the Contact Person shall, in principle, be your employee; provided, however, that you may designate a third party's employee as the Authorizing Officer or the Contact Person if you have contracted the services related to Cards out to an external third party ("Contractor"). If you designate a Contractor's employee as the Authorizing Officer or the Contact Person, you shall be deemed to have contracted the services related to Cards out to such Contractor. Regarding the transfer of personal information to the Company in connection with such

services that have been contracted out to a Contractor (including any transfer of personal information that may be made by us as instructed by the Company), the Company shall be responsible to obtain the Card Member's consent, supervise the Contractor and take other measures required under the Personal Information Protection Act, which includes, if the Contractor is an entity located outside of Japan, any applicable measures required to transfer personal information outside Japan.

4. LIABILITY FOR CHARGES

The Company shall be fully liable to American Express for all Charges incurred on the Card.

5. LIABILITY FOR UNAUTHORISED CHARGES

- (a) The Company is liable for Unauthorised Charges in the following circumstances only:
- If you or the Company fail to comply with these Conditions or to protect your codes as required under "Use of the Card";
 - Where you or the Company contributed to, were in any way involved in or benefitted from the theft, loss or misuse of the Card; and/or
 - Where you or the Company has delayed notifying us and filing a report to the police in breach of Section 16.
- (b) Notwithstanding paragraph (a) above, in the case where a physical plastic card is issued as Department Name, etc. Card, the Company will remain liable for all Charges, including Unauthorised Charges.

6. USE OF THE CARD

- (a) You may only use the Card in accordance with these Conditions within the validity dates which we will separately notify you, by means we deem appropriate. If no physical plastic card is issued for a Department Name, etc. Card, the effective term, Card number and security number of the Card (hereinafter referred to as '**Card Information**') shall be notified to the relevant department, name on the payment account or any other name designated by the Company (when issuing multiple Department Name, etc. Cards, the notification may be made to either the department or the Authorizing Officer).
- (b) You must not provide the Card or your account number to others or allow them to use it for Charges, for identification purpose or for any other purpose. Also, you are not permitted to allow any other person to use information such as the Card number, Card Member name, Card expiration date or any other information embossed or printed on the front of your Card for any purpose.
- (c) You must not return any goods, tickets or services obtained with the Card for a cash refund, but you may return them to a Merchant for credit to the Card account, if that Merchant agrees or is obliged to do so.
- (d) If a petition for corporate reorganization or special liquidation, etc. of the Company is filed and is effective, or a trustee, liquidator, etc. is appointed for the management of its assets, you may not use the Card issued.
- (e) You must not use the Card if you honestly do not expect that your account will be paid in full on receipt of your monthly statement.
- (f) You acknowledge and agree that we have the right to refuse authorization for any Charge without cause or prior notice, and that we shall not be liable to you or anyone else for any loss or damage resulting from such refusal.
- (g) You may not use the Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Japan or any country where the Card is used or where goods or services are provided.

(h) Excluding cases where no physical plastic cards were issued, you shall register a PIN, online password or any other codes related to the use of your Card (collectively referred to as **'codes'**) with us. In the event that you do not register codes with us, or we deem your registered codes inadequate, we may register a code on your behalf and notify you. Registration, designation and use of codes will be performed in accordance with the procedures set forth by us. To protect your codes, you must ensure that you:

- memorise the code;
- destroy our communication informing you of the code (if applicable);
- do not write the code on the Card;
- do not keep a record of the code with or near the Card or account details;
- do not tell the code to anyone;
- if you select a code, do not choose a code that can easily be associated with you such as your name, date of birth or telephone number; and
- take care to prevent anyone else seeing the code when using the code.

You have the responsibility to take reasonable care, similar to the standard of a reasonable manager, to ensure that codes do not become known to others. Liabilities for any transactions where your code was used at the time of the transaction must be borne in accordance with the terms set out in **Sections 4 and 5**. However, if it can be proved that either you or the Company did not intentionally or negligently fail to manage the codes, the foregoing sections shall not apply.

You may change your codes by following the procedures separately established by us. However, to change the PIN on an IC Card, the Card must be re-issued.

- (i) You may use your Card to purchase goods and services from Merchants. When presenting a Card for use at a Merchant, you will be instructed by the Merchant to either: sign, with the same signature on the reverse side of your Card, a record of charge form detailing each Charge incurred by use of the Card, enter a code on the Merchant's terminal, or provide both signature and code. However, the Merchants or Amex can prepare a record of charge form without the Card Member's signature, after confirming the Card Member's intent to use the Card for the following transactions:
- transactions conducted through telephone, mail order, or internet;
 - transactions conducted by use of the Card, Card number, or codes;
 - transactions which Amex and Merchants have determined may be conducted without the Card Member's signature; and
 - other transactions as we may designate from time to time and notify to Card Members by means of Card Member newsletters or other communication tools.
- (j) For goods that are purchased or services that are provided on a periodic or recurring basis, you may allow a Merchant to settle the Charges therefor (hereinafter referred to as **'Periodic Charges'**) using the Card number that you registered in advance.
- (k) In accordance with the terms and conditions of the agreement between us or between a party who is contracted by us to perform Merchant affairs and the Merchant, you and the Company agree in advance that any receivables that the Merchant holds against the Company or you arising as a result of a transaction involving the use of a Card at the Merchant (1) will be assigned to us, either directly from the Merchant or through a third party, or (2) will be paid by us on behalf of the Company or you upon entrusted by the Company or you. In addition, you and the Company shall agree in advance not to assert any defense (including, but not limited to, the defense of simultaneous performance, the defense of set off, the defense of invalidity, cancellation, or termination and the defense of statute of limitations) that you may have against the Merchant upon the assignment described in (1) above.
- (l) You may use a Card only for business purposes of the Company; provided, however, that if you used the Card in violation of this paragraph (i.e. not for business purposes of the Company), the Company shall naturally be obligated to pay for such use.
- (m) If a Department Name, etc. Card is issued, neither we nor the Merchant shall be obligated to confirm that the person is an employee of the Company and that such person is qualified as a user of the Card when using the Department Name, etc. Card, and the use of such Card will be deemed as having been made by a qualified user of the Card.

7. PAYMENTS

- (a) Payment for all Charges is due and payable to us by the due date indicated on each monthly statement. Payments to us must be in Japanese Yen only. Those who opted for automatic transfer from their bank account shall agree that in the event such direct debit fails on the payment date, we may, in accordance with agreements with certain financial institutions, reattempt a direct debit for all or a part of the applicable Charges.
- (b) If we accept late or part payments or any payment described as being in full or in settlement of a dispute, we shall not lose any of our rights under these Conditions or at law, and it does not mean that we have agreed to change or amend these Conditions. We may credit part payments to any of your outstanding Charges in our sole discretion.

8. FEES & CHARGES

Fees and charges applicable to a Card are outlined in the attached Fee Schedule and will appear as charges on the Card. Various service-related fees may be charged if you elect any additional services from us. Any such fee will be disclosed to you at the time of accepting the additional service. We may also charge fees to a Card for services that we provide to you that are not covered by these Conditions. We reserve the right to make changes to the attached Fee Schedule as provided under "Changing these Terms and Conditions".

9. LATE PAYMENT CHARGES

If your Card account is not paid in full by the due date indicated on each of your monthly statement, the Company is in default. Therefore, you acknowledge that we may suspend or cancel your charge privileges, and you agree that we may charge late payment charges as follows:

- If we do not receive full payment of the 'Total due' billed on your monthly statement by the due date, the unpaid balance will be identified as an 'Overdue' amount.
- Late payment charges will be charged on any Overdue amount which is identified in a following month's statement and will be billed in that statement.
- The Overdue amount may include any unpaid late payment charges billed on previous statements.
- The amount payable is set out in the attached Fee Schedule.

10. ADDITIONAL FEES, ETC. FOR OVERDUE AMOUNT

If we receive a cheque, bank draft, direct debit or other payment instrument which is not honoured in full, you and/or the Company agree to pay us the dishonoured amount plus an additional fee we prescribe, our reasonable collection costs and legal fees, except as prohibited by law. If you have agreed to pay your account by direct debit, this also applies to any debit instruction we give to your bank which is not paid in full. If we charge such additional fee, the amount payable is set out in the attached Fee Schedule.

11. RENEWAL CARDS

In the cases where a physical plastic card is issued and unless the Company requests us to cancel the Card, we shall issue you with a renewal Card when the current Card expires and we deem that the renewal of your Card membership is appropriate, and you and/or the Company agree to pay the annual Card fee as outlined in the attached Fee Schedule, when we bill it.

12. CHARGES BILLED ON A PERIODIC OR RECURRING BASIS

Where you settle the Periodic Charges using a pre-registered Card number in accordance with Section 6 (j), you shall contact the Merchant at your own responsibility and provide the updated Card Information or information on Card cancellation and alternative payment methods so that the payment of the Periodic Charges or the provision of goods and services can be made without delay when the Card is reissued or the Card is cancelled. The Company is solely liable for Periodic Charges arising from the cancelled Card. The necessary procedures for the suspension of Periodic Charges shall be taken after confirming with the Merchant. Notwithstanding the foregoing provisions, the Company shall agree in advance that

we may notify certain Merchants (including their settlement agents, etc.) of changes in the Card number and expiration dates and invalid Card Information on behalf of the Card Member.

13. BILLING ADDRESS

You and/or the Company must notify us immediately of any changes in the Company name, billing address or email address. If we send statements directly to you, you must notify us immediately of any changes to your name, billing address or email address. We may charge an additional annual administration fee if any billing address is outside Japan.

14. PROBLEMS WITH BILLS OR PURCHASES

- (a) You are responsible for ensuring the correctness of your monthly statement. In the event that you find any objectionable item in a monthly statement, you must notify us by the later of ① two (2) weeks from the date on which the monthly statement becomes ready for your confirmation through our website or is received by mail; or ② one (1) week before the payment due date indicated in each monthly statement. If such timely notification is not given to us, you shall be deemed to have acknowledged the correctness of the monthly statement.
- (b) If a Merchant issues a credit for a Charge, we will credit the amount to your account on receipt. If a problem cannot be resolved immediately then pending resolution of the problem, we may agree to place a temporary credit on any disputed amount, but the Company must pay us for all other Charges.
- (c) Unless required by law, we are not responsible for goods or services obtained with the Card, or if any Merchant does not accept the Card. You or the Company must raise any claim or dispute direct with the Merchant concerned. Neither you nor the Company is entitled to withhold payment from us because of such claim or dispute.
- (d) You agree that if requested to do so, you or the Company, shall provide us with written confirmation in relation to a claim of Unauthorised Charges including without limitation, supplying any or all of the following, a statutory declaration, an affidavit of forgery and/or a copy of an official police report. By reporting the existence of Unauthorised Charges, you agree to allow American Express to release any information that you have provided or which is the subject of an investigation into the Unauthorised Charges to the police and any other investigative or statutory authority. You also agree that when requested you shall provide all reasonable assistance and relevant information to us and/or the police in relation to your claim of Unauthorised Charges.

15. SUBROGATION

If a Merchant does not provide you with goods or services purchased by use of the Card, we may at our discretion credit your account for the amount charged. If we do so, you by these Conditions appoint us your attorney to pursue any right you may have against the Merchant in your name, but at our cost, including but not limited to, voting and proving in any insolvency, administration of, or commencing any proceedings against the Merchant. You agree to assign to us on demand any such rights.

16. LOST, STOLEN OR MISUSED CARD

You or the Company must notify us immediately in any of the following cases. In such case, you shall file a loss or damage report or any other appropriate report to the nearest police station and then submit to us the document or receipt number issued by the police station certifying the acceptance of your report, or any other documentation approved by us showing that you have filed a report or equivalent documentation to the police station.

- a Card is lost or stolen;
- a renewal Card has not been received;
- someone else learns a code; or
- you suspect that your account is being misused.

If a Card that you have reported lost or stolen is later found, you must destroy it and use the replacement Card.

17. CHARGES MADE IN FOREIGN CURRENCIES

- (a) If you make a Charge in a currency other than Japanese Yen, that Charge will be converted into Japanese Yen by American Express Exposure Management Ltd. ("AEEML"). The conversion will take place on the date the Charge is processed by American Express,

which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to American Express. (b) If the Charge is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Charge amount into U.S. dollars and then by converting the U.S. dollar amount into Japanese Yen. If the Charge is in U.S. dollars, it will be converted directly into Japanese Yen. Unless a specific rate is used by convention or local custom relevant to the Charge, or a specific rate is required by applicable law, you understand and agree that the American Express treasury system, owned and managed by AEEML outside Japan, will use the conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased once by the foreign currency conversion commission set out in the attached Fee Schedule. The foreign currency conversion commission is earned by American Express Travel Related Services Company, Inc. and/or its affiliate(s).

- (c) If Charges are converted by third parties prior to being submitted to American Express, any conversions made by those third parties will be at rates selected by them and may include a commission selected by them.
- (d) The conversion to Japanese Yen of ① any foreign currency Charges which have been cancelled, and ② any value-added tax refunds, will be conducted on the date on which such cancellation is processed by American Express, in accordance with this Section. Notwithstanding the terms set out in this Section, certain foreign Merchants may display a Charge amount in Japanese Yen, calculated using their own unique exchange rate, alongside the Charge amount in a foreign currency. If you choose this converted Japanese Yen amount displayed by the Merchant as the Charge amount, the Charge amount billed to you will be the Japanese Yen amount displayed. If you cancel such transaction, there is a possibility that the cancelled amount will be in a foreign currency, requiring conversion into Japanese Yen. In such an instance, the conversion to Japanese Yen will be conducted in accordance with this Section.

18. PERSONAL INFORMATION

18.1 Collection, Retainment, Use, Supply of Personal Information

- (a) Card Members and applicants for use of a Card ("Persons") agree that we may, in accordance with our established measures of protection, collect, retain, and use their personal information set forth below, for the purposes of judging the credit risk of transactions with Persons, including transactions under these Conditions (including applications therefor), managing credit which we have extended (including demanding a payment when it is overdue, transferring of receivables, etc.), and offering benefits and services accompanied with the accounts and/or Cards:
 - i . Persons' name, age, birthday, gender, address, telephone number, email address and any other contact information, place of employment, family, residence status, and other information which Persons filled in on relevant application forms, etc. (including the reported changes);
 - ii . dates of application and contract, product name, contract amount, the number of installments, and information on use of accounts/Cards at Merchants under these Condition;
 - iii . outstanding amount of obligations and monthly status of repayment after the payment under these Condition has commenced;
 - iv . Persons' property, debts, income, expenditure which Persons declared, and information on credit history and status of repayment which we collected, for the purpose of our investigating Persons' current or future credit risk under these Conditions;
 - v . information set forth in documents which are required to verify identification under the Law Concerning Prevention of Transfer of Criminal Proceeds (as defined in **Section 26 (a)** below), and information set forth in an income certificate, etc. which Persons submitted to us;
 - vi . contact information, including a forwarding address after move, place of employment, or telephone number, which is collected by us or a party who is contracted by us, and information available on Persons' residence certificate or a copy/extract of Persons' family register which is legally issued;

- vii. information available in official gazettes or telephone directories, or disclosed to the general public;
 - viii. information related to online applications such as IP addresses, internet service providers, cookies, application IDs, and other information on the status and environment of use, etc. of equipment, software (OS and applications, etc.) and communications used for applications, etc., and information related to the application process such as time of application; and
 - ix. other information directly disclosed by Persons or known to us in the course of inquiries from Persons (including phonetic information by means of recording conversation with Persons).
- (b) Persons agree that we may use personal information for the purposes set forth below, in addition to those purposes set forth in **Section 18.1 (a)** above. Details of our business shall be disclosed on our website.
- i. provision of basic functions and ancillary services of a credit card;
 - ii. communication with Merchants and its management, in connection with a credit card;
 - iii. introduction of the businesses of Amex, its subsidiaries or Merchants, that is conducted by mail, telephone, e-mails, etc.;
 - iv. sale and solicitation with regard to financial products or services of Amex, its subsidiaries, or its affiliates;
 - v. provision of accident insurance, life insurance, mutual aid insurance, and services related or accessory thereto, that is conducted by Amex as an agency under a contract with each insurance/mutual aid provider; provided that purposes of use by each such provider shall be set forth in its website;
 - vi. market research, compiling of statistics, or development of new products, to the extent that is related to our business;
 - vii. in connection with requested travel arrangement, arrangement of, and procedures to receive, services to be provided by a transportation or lodging service company, etc.;
 - viii. response to inquiries or requests, improvement of the level of service, and communication to Persons (including communication related to Charges);
 - ix. execution of rights and obligations of American Express under the laws;
 - x. measures against misuse; and
 - xi. other purposes with regards to which we separately obtain Persons' consent.
- (c) In addition to the terms set forth in items i. and ii. of **Section 18.1 (a)** and the preceding Section, Persons agree that if Persons are representatives of Merchants or Merchants, we will use (including linking and using) the personal information (representatives' name, address, date of birth, telephone number and other information notified by Merchants to us at the time of application and/or notification of change) stated in the Merchant application forms together with the personal information described in items i. and ii. of **Section 18.1 (a)** for the purpose of confirming the performance of the obligations of Persons set forth herein, taking necessary measures hereunder, confirming the performance of the obligations of Merchants set forth in the Merchant Agreement, and taking necessary measures under the Merchant Agreement.
- (d) Persons agree that, for the purposes set forth in **Section 18.1 (a)** above, we may use personal information set forth in **items i. through ix. of Section 18.1 (a)**, jointly with the parties listed below herein. We have the responsibility to manage such information. If any of the parties set forth in **i. and ii. below** is located in a foreign country, please check our website for the name of the foreign country, information on the systems related to the protection of personal information in the foreign country, information on measures for protecting personal information to be taken by the relevant party set forth in **i. and ii. below**, and other helpful information.
- i. companies whose decisions relating to their financial or business matters are under our direct or indirect control, or companies who have a direct or indirect control over our decisions relating to the financial or business matters, and companies who are under a similar control of any of such companies; or
 - ii. companies whose name or logo mark is indicated on the Cards. We have the responsibility to manage such information.
- (e) Persons agree that, in the following cases, we may disclose to the recipient set forth below, and such recipient may use, personal information set forth in **items i., ii. and ix. of Section 18.1 (a)**, to

the extent necessary to achieve the following purposes. If, in any of the following cases, the Company designates an entity to which personal information should be provided (including a Contractor) and instructs us to transfer personal information to such entity, the Company shall at its own responsibility obtain the consent of relevant Persons or supervise the Contractor or take other measures required under the Personal Information Protection Act, including, if the Contractor is an entity located outside Japan, measures required to transfer personal information outside Japan. If any of the following parties is located in a foreign country, please check our website for the name of the foreign country, information on the systems related to the protection of personal information in that foreign country, information on measures for protecting personal information to be taken by the relevant party below, and other helpful information.

- i. in the case of disclosure which is made by forwarding personal information by electronic means, etc. to a transportation or lodging service company or, only when necessary, a travel agent (including a third party located in a foreign country), for the purpose of travel arrangement, etc. upon Persons' request;
 - ii. in the case of disclosure which is made to a service providing company (including a company located in a foreign country) for the purpose of provision of ancillary services of a credit card (including reservations at restaurants or use of mileage program) upon Persons' request; or
 - iii. in the case of disclosure which is made to the Company, any of its affiliates (including affiliates located in foreign countries) or a third party (including a third party located in a foreign country) designated by the Company, for the purpose of analysis of the management and optimization of business travels or other business expenses as well as for account management (including various procedures related to the Card), etc.
- (f) Even in the case where we use or disclose personal information to the extent agreed by Persons in **items iii. and iv. of Section 18.1 (b)**, when Persons request the cessation of such use or disclosure, we will take necessary steps to cease the use or disclosure thereafter; provided, however, this does not apply to the introduction of business which is inserted in, or forwarded together with, the Card or Statements.
- (g) Persons agree that we may submit personal information set forth in items i. and viii. of **Section 18.1 (a)** to a recipient that operates a fraud detection system in the United States of America for the purposes of judging the credit risk and taking measures against misuse, and that we may obtain and use the results of detection by the fraud detection system of such recipient. Such recipient shall delete the personal information submitted by us after achieving the purposes set forth in this paragraph. Please check our website for information on the systems related to the protection of personal information in the United States of America, information on measures for protecting personal information to be taken by a recipient, and other helpful information.

18.2 Disclosure, Correction, or Deletion of Information

- (a) Persons may demand, in accordance with the Personal Information Protection Law and by the method prescribed therein, that we or Member Credit Organizations disclose personal information on themselves.
- i. For demands to Amex, please inquire at our Membership Service Center, American Express International, Inc., 4-1-1 Toranomon, Minato-ku, Tokyo, Japan 105-6920; Telephone No. 0120-974990; URL: <https://www.americanexpress.co.jp>
- (b) In the event that any of the personal information is found to be untrue, we will immediately correct or delete such information upon request.

18.3 In Case of Disagreement:

In the event that Persons do not wish to fill in any item required for application for membership, or in the event that Persons do not approve all or a portion of the treatment of personal information as set forth herein, we may decline membership or take procedures to cancel the membership; provided that this shall not apply to the cases where Persons do not approve **items i. and ii. of Section 18.1 (b)**.

18.4 Events of Contract Not Concluded or Membership Withdrawn or Revoked

- (a) If the contract involving these Conditions has not been concluded, the information set out in the application shall, in accordance with **Sections 18.1** and **item ii. of Section 18.2 (a)**, be used for a certain period but shall not otherwise be used, regardless of the reason for non-conclusion.
- (b) After a Card Member's Card membership terminates due to the expiration of the effective term printed on the face of the Card, withdrawal or revocation of the membership, etc., we will retain and use the Card Member's personal information for the purposes designated in **Section 18.1 (a)**, **item ix. of Section 18.1 (b)**, and **Section 18.2 (a)** for a certain period of time as stipulated by laws or regulations or designated by us.

19. EXCHANGE CONTROL, TAX AND LEGAL REQUIREMENTS

You and/or the Company must pay any government tax, duty or other charge imposed by law in Japan or in any country in respect of the Card, your use of it or any amount debited or credited to your account. We may charge to your account the full amount or a reasonable part of that amount (as determined by us) except as prohibited by law, and we may make such charge in advance. You must comply with exchange control, tax and any other laws which apply to your use of the Card and you agree to indemnify us against any consequence of your failure to comply.

20. ENFORCEMENT EXPENSES

The Company will pay us our reasonable costs in recovering or attempting to recover Charges, including solicitor's fees on a solicitor/client basis, except as prohibited by law.

21. SUSPENSION/REVOCATION

- (a) If any of the following items is applicable, we may suspend or revoke the membership of the Card Member at any time, upon notice to the Card Member, in the case of items v. or vii., and without a prior notice to the Card Member, in any of the other situations:
 - i. in the case of false entries in the Card Member's application or other reports submitted to us;
 - ii. in the case of a breach of these Conditions, or the terms and conditions of any other agreement which the Card Member has with us;
 - iii. in the case a Card Member fails to perform any obligation to us;
 - iv. in the case we determine that there has been a serious deterioration of a Card Member's credit standing;
 - v. in the case a Card has not been used for the last twelve (12) months at a point in time determined by us;
 - vi. in the case a Card issued for renewal has been returned back to us due to a change of the Card Member's address or any other reason;
 - vii. in the case Card Member corresponds to any of the items listed in **Section 25 (a)**, the Card Member has conducted any act which corresponds to any of the items listed in **Section 25 (b)**, or the Card Member's representation and warranty declared under Section 25 turns out to be false;
 - viii. in the case the Card Member has conducted (including through the use of a third party) any act which corresponds to any of the items listed in ① through ⑤ below towards any of our employees (including Contractors) or any other act that is likely to compromise the safety, mental health, etc. of any of such employees:
 - ① violence, intimidation, threat making or extortion;
 - ② use of abusive language, sexual behavior, sexual harassment, defamation, stalking, or any other behavior that attacks the integrity of the employee(s);
 - ③ discriminatory behavior related to race, ethnicity, family origin, profession or any other matter;
 - ④ prolonged restraint or persistent inquiries; or
 - ⑤ making demands for money or goods, demands for special treatment, impractical demands, or any other demand for something that is considered extremely inappropriate in terms of its nature or manner in light of social norms.

ix. in the case we recognize that it is not proper for us to continue a contractual relationship with the Card Member due to a reason set forth in the previous item; or

x. in the case we in our sole judgment determine that the Card Member's use of a Card would not be appropriate for any other reason.

- (b) We may list in the cancellation bulletin the name and Card account number of a Card Member whose membership has been revoked or suspended. A Card Member whose membership has been cancelled shall cut the Card in half and immediately dispose of it, and destroy the written notification containing the Card Information. In such a case, irrespective of the due dates of payment, all outstanding obligations to us shall become immediately due and payable. The late payment fees for late payment with regard to the amount not paid shall also be payable at the effective percentage of late payment charge set forth in Fee Schedule.

22. CANCELLATION

- (a) The Company may at any time cancel the Card issued to you (in the case of the Department Name, etc. Card, the Company may cancel the Department Name, etc. Card issued to you). The cancellation will become effective upon our confirmation of the Company's intention to cancel the Card after the Company's notification of cancellation to us; provided that such notification of cancellation is executed by a personnel member who is registered with us as the Contact Person of the Company. On cancellation, you or the Company must immediately cut the Card in half and dispose of it, and destroy the written notification containing the Card Information. The Company will remain liable for all Charges incurred before the Card has been disposed of it (or, in the case of a non-plastic account, before the cancellation of the Card becomes effective in accordance with this Section).
- (b) The Card will be cancelled upon termination of your employment, and you must dispose of it in the manner as set out above.
- (c) The Card remains our property.
- (d) We may inform Merchants of the cancellation of the Card. If the Card is cancelled or expires, you must not use it for any purpose. You must hand it over to any Merchant or any other third party we nominate when we so request.

23. OUR LIABILITY

Subject to the applicable law, you agree that if we fail to carry out any of our obligations in connection with your Card account or your use of the Card and, as a direct result, you suffer loss or costs, we will be liable to you for that loss or cost only but not for any other loss or cost. In particular, we will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

24. CHANGING THESE TERMS AND CONDITIONS

- (a) In the cases falling under any of the following items, we have the right to change these Conditions by specifying the effective date of the change and making a public announcement on our website regarding the fact that these Conditions are being changed, the content after the change and the effective date, and if necessary, by notifying the Company or you, or by making it known by other reasonable means. In cases falling under item ii. below, we will make a public announcement on our website, etc. by the designated effective time:
 - i. where the content of the change conforms to the general interest of the members; or
 - ii. where the content of the change is not contrary to the purpose of the transaction pertaining to these Conditions and is reasonable in light of the necessity of the change, the reasonableness of the content after the change or any other circumstances pertaining to such change.
- (b) In addition to the preceding paragraph, we have the right to change these Conditions by sending you a written or other notice or making a public announcement on our web site, etc.

at least thirty (30) days in advance. In such a case, by using the Card after such public announcement, you shall be deemed to have expressed your intent to accept the change, and with such expression of intent, all Charges incurred on or after the effective date of such change shall be subject to the Conditions so changed.

25. REPRESENTATION AND WARRANTY RELATED TO ANTI-SOCIAL FORCES

- (a) You represent and warrant that you do not and will not in the future belong to or correspond with any of the following items:
- crime syndicate,
 - a person who belongs to a crime syndicate or who lost his/her status belonging to a crime syndicate less than five (5) years ago,
 - quasi member of a crime syndicate,
 - corporation which has a relationship with a crime syndicate,
 - 'sokaiya' (corporate extortionist), gangster calling for a social movement, etc., or violence group specializing in organized crimes, etc.,
 - an associate of a crime syndicate member (meaning a person who falls under any of item i. through item v. above; the same applies to items hereinafter in this Section),
 - a person who has a socially reprehensible relationship with a crime syndicate member, etc.,
 - terrorists, etc. (including the case of doubt), or
 - person who we recognize to be similar to any of the above.
- (b) You warrant that you will not conduct any of the following acts by yourself or by using another person:
- act of making a violent claim,
 - act of making an unjustifiable claim beyond legal responsibilities,
 - act of threatening or using violence in connection with a transaction,
 - act of degrading our credit or obstructing our business activities by spreading a rumor, using a fraudulent means, or utilizing certain power, or
 - act which is similar to any of the above.
- (c) An "associate of a crime syndicate member, etc." as referred to in **item vi. of Section 25 (a)** means any of the following:
- a person who has a relationship in which the person is considered to inappropriately use a crime syndicate member, etc. for purposes such as pursuing illicit gains for itself or a third party or inflicting damage on a third party, or
 - a person who has a relationship in which the person is considered to provide funds, etc. or benefits to, or to be otherwise involved with, a crime syndicate member, etc.

26. Response under Criminal Proceeds Transfer Prevention Act, and Ancillary Guidelines or Regulations.

- (a) Card Members agree to the following items without objection with respect to verification conducted by American Express of information related to Card Members and specific contents of transactions in accordance with the Act on Prevention of Transfer of Criminal Proceeds (the "**Criminal Proceeds Transfer Prevention Act**") and any guidelines, related to the same act:
- If a Card Member is requested by American Express to present or submit his or her driver's license or other materials or copies thereof, the Card Member shall cooperate with American Express (including the case where the Card Member is requested by American Express to present or submit additional materials);
 - If a Card Member is requested by American Express to verify the purpose of transactions using a Card or other contents of transactions, the Card Member shall cooperate with American Express;
 - In the event of the preceding items, if American Express specifies the due date of the presentation, submission or reply, the Card Member shall comply with such due date unless he or she has valid reasons not to do so; and
 - If American Express determines that a Card Member is involved in money laundering, terrorist financing or violation of economic sanction related laws, taking into consideration the Card Member's response to the verification set forth in the preceding items, specific contents of transactions, explanation of the Card Member and other circumstances, American Express may restrict or suspend use of a Card in whole or in part.

- (b) If a Card Member or Company was or is a foreign politically exposed person or a family member of such person (meaning a person falling under any item of Article 12, Paragraph 3 of the Order for Enforcement of the Act on Prevention of Transfer of Criminal Proceeds, hereinafter referred to as "**Foreign PEPs**") (including the case where a Card Member becomes a Foreign PEP after the Card Member was accepted for membership), the Card Member or Company shall immediately notify American Express of the fact and the name of country and the relevant position.
- (c) If a Card Member is required by American Express to take certain procedures pursuant to the Foreign Exchange and Foreign Trade Act, etc., the Card Member shall take such procedures or accept restriction or suspension of use of a Card in whole or in part overseas.

27. GENERAL

- (a) You understand that the Company will designate an employee, as an Authorizing Officer who will be authorised to act on its behalf for all matters relating to these Conditions including but not limited to viewing Card Member transactions, changing credit limits, cancelling cards and updating Card Member information.
- (b) You understand that the issuance of the Card to you is based on the contract between the Company and us and on the request of the Company, and shall agree in advance to disclose to the Company the information pertaining to the Card issued to you by us (including the credit card number, the status of card use, etc.) for the purpose of account management, etc. by the Company.
- (c) You will be deemed to have received any notice we give you under these Conditions seven (7) days after we send it, unless you actually received it earlier than the seven (7) days period.
- (d) We may assign our rights, benefits or obligations under these Conditions at any time without your consent.
- (e) No forbearance, delay or failure on our part to exercise or partially exercise any of our rights under these Conditions shall not be deemed as a waiver of our rights and will not prevent us from exercising them later.
- (f) These Conditions are governed by the laws of Japan. The Tokyo District Court or the Tokyo Summary Court shall be the agreed court with exclusive jurisdiction over any disputes and collection proceedings arising out of or in relation to these Conditions.

Fee Schedule

- Card Annual Fee: To be indicated separately
- Foreign currency conversion commission: 2%
- Late payment charge: 1.10% per month and this shall be assessed on the amount which is overdue (excluding late payment fee) unless otherwise agreed between the Company and us.

(Effective as of October 1, 2023)

This document is an English translation of "American Express® Corporate Purchasing Card Terms and Conditions" in Japanese. In the event of any conflict between the English and Japanese versions, the Japanese version will prevail.