

SPEED

Money Transfer Japan K.K.

Registration Number:
No. 00011,
Director General
of Kanto Local Financial
Bureau

IMPORTANT NOTICE

The customer shall use the Remittance Services (hereinafter referred to as "the Services") provided by Speed Money Transfer Japan K.K. (hereinafter referred to as "SMTJ") based upon a full understanding of and consent to the following items.

- (1) The services are not foreign exchange transactions conducted by banks, etc.
- (2) The services do not entail the acceptance of deposits, savings and installment savings, etc. (meaning the Installment Savings, etc. prescribed in Article 2.4 of the Banking Act) by SMTJ.
- (3) The services are not subject to the payment of insurance pursuant to Article 53 of the Deposit Insurance Act (Act No. 34 of 1971 and including subsequent revisions) and Article 55 of the Agricultural and Fishery Cooperation Savings Insurance Act (Act No. 53 of 1973 and including subsequent revisions).
- (4) SMTJ shall provide a performance security deposit to the Tokyo Legal Affairs Bureau for the remitter using the Services.

GENERAL PROVISIONS GOVERNING YOUR REMITTANCE

1. SMTJ shall not be responsible for errors or delays in the domestic fund transfer, or for inaccuracies in the instructions provided to SMTJ, or for any other consequences arising from causes beyond its control. Nor is SMTJ responsible for any consequential damages caused by errors.
2. Methods of Acceptance of Funds for Remittance: SMTJ shall receive funds for remittance from each customer by either of the following methods: over the counter, by money envelope, or by bank transfer; provided that, in order for SMTJ to process the remittance, each customer shall be required to submit to SMTJ an Application for Remittance and such other documents as necessary.
3. Implementation of the remittance shall be done in the currency of the home country of the beneficiary (e.g., Philippine pesos for remittances to the Philippines), or in a foreign currency (e.g., US dollars) if the account of the beneficiary is denominated in US\$, for example. It is also possible to credit in another foreign currency, like Japanese Yen (JPY), if the home country regulations allow such and if SMTJ will be able to implement such.
4. Method of Determining Daily Exchange Rates:
 - (1) If the remittance proceeds are converted into foreign currencies, (for example, Philippine Pesos for remittances to the Philippines), SMTJ will, as a general rule, use the most recent daily exchange rates as described in paragraph (2), quoted at the time SMTJ receives the client's remittance instruction or at the time SMTJ receives the remittance proceeds, whichever comes later.
 - (2) The daily exchange rates for the respective currencies are determined, as a general rule, by adding to the interbank rates (TTS rates) at the times set forth below the spread which is determined by SMTJ in the range between 0 % and 5.0 %.

Philippine Pesos:	11:00
Nepal Rupee:	10:00 and 14:00
Indonesia Rupiah:	12:00 and 18:00
Vietnam Don:	11:00
 - (3) The day's opening rates used on a certain business day will be the last daily exchange rates of the previous business day.
 - (4) The daily quoted rates may change during the day, depending on the movement of the JPY with other currencies, and/or the prevailing competitive environment (exchange rates being provided by competitors).
5. The delivering bank/company in the home country of the beneficiary may impose its own charges. For Philippine-bound remittances - Php50 may be deducted from the remittance proceeds to be received by beneficiary in the Philippines for credits to a personal account, and PHP 200 for a corporate bank account other than those of SMTJ's partner banks/banks that can be accessed directly thru tie-up agents, as per Philippine regulation. Amount to be printed in the remittance statement will be both the gross amount which SMTJ received from the customer and the net amount to be received by the beneficiary. For other corridors, partner banks/pay-out agents may deduct some back-end charges from the remittance proceeds to be received by beneficiary as per beneficiary's country regulations. **Deducted amount may be changed by the authorities without prior notice.**
6. Maximum Cash Remittance Threshold (Limit on Remittance Amount): The remittance amount that the customer may request SMTJ to remit in each transaction may not exceed one million yen (JPY 1,000,000). Even if SMTJ is requested by the customer to remit an amount exceeding one million yen (JPY 1,000,000), SMTJ shall not be obligated to remit any amount in excess of one million yen (JPY 1,000,000).
7. **Cut-off time for receiving remittances from walk-in clients will be 17:00h (5:00 p.m.) during official working days.** SMTJ may also refuse to accept remittances for credits to non-partners' banks wherein SMTJ and its partner banks will have difficulty delivering the funds. In such cases, SMTJ may suggest to the customer alternative ways of receiving the funds, like claiming over the counter of partner banks, door-to-door delivery, etc.
8. Standard Completion Time: Standard completion times of the remittance services provided by SMTJ are as follows:
 - (1) **For credits to bank accounts of other partner banks and for claiming of the remittance proceeds in cash, over the counter of partner banks or through pay-out agents of the partner banks/remittance companies: within 24 hours to 72 hours from the time of acceptance of an application for remittance during banking and operating days in Japan and in recipient's country.**
 - (2) **For delivery of the cash proceeds "door-to-door" (literally at the door step of the beneficiary's registered address), after 24 hours to 5 working days in Japan and in recipient's country from the time of acceptance of an application for remittance during banking and operating days in Japan and in recipient's country, depending on whether the beneficiary's registered address is in major cities, or whether in far-flung areas, outside of the main cities.**
9. Mailing of Statement:

SMTJ will not automatically mail via post the remittance statement. However, all remittance statements are available upon request by remitter.
10. Fees and Charges: As a general rule, SMTJ charges up to JPY 2,000 as the remittance fee per remittance transaction; provided that, in the case of remittance in Yen-to-Yen, the remittance fee per remittance transaction may be up to JPY9,000, and in the case of USD-to-USD or USD-to-PHP or USD-to-other currency, the remittance fee per remittance transaction may be up to JPY40,000. Clients will not pay any money to a commissioned party (outsourcing company) of SMTJ. SMTJ will charge up to JPY2,000 as a fee for change or cancellation of one remittance order. (In addition, applicable fees and charges will be posted at <http://www.smtj.co.jp/remittance.php>.)
11. Cancellation of the client's remittance request: SMTJ has the option to cancel the remittance request under the following conditions:
 - The purpose of the client's remittance is against the Japanese Foreign Exchange Regulations
 - War, civil unrest or similar circumstances, that will make it difficult to implement the remittance.
 - The remittance is suspect to be involved in possible money laundering related to drugs, crimes, terrorism, etc.In addition to the aforementioned provisions, if any of the following items applies and it is not appropriate to continue transactions with the customer, SMTJ may suspend the use of the Services, or cancel the Services by notifying the customer. SMTJ shall not be liable for any damages caused by any such suspension or cancellation, and the customer shall be held liable for any damages incurred by SMTJ as a result thereof. In the case where SMTJ sends a termination notice, the Service is terminated at the time at which notice is sent to the customer's name and address of record, regardless of whether or not the notice is actually received.
 - Where the customer is a crime syndicate (Bouryokudan), a member of a crime syndicate (Bouryokudan), a former member of a crime syndicate (Bouryokudan) who has withdrawn from a crime syndicate (Bouryokudan) less than 5 years ago, a sub-member (Jun-Kouseiin) of a crime syndicate (Bouryokudan), an entity related to a crime syndicate (Bouryokudan), a corporate extortionist (Sokaiya), a rogue social movement activist group (Shakai Undou Tou Hyoubou Goro), special intelligence crime syndicate (Tokushu Chinou Bouryoku Shudan) or a group or person acting in a manner similar to or analogous to the foregoing (hereinafter collectively referred to as "Bouryokudan-in"), or, it becomes clear that the customer falls under any of the following:
 - a) an entity that is recognized as having a relationship with the Bouryokudan-in in which the management of the entity is controlled by the Bouryokudan-in;
 - b) an entity that is recognized as having a relationship with the Bouryokudan-in in which the management of the Bouryokudan-in is substantially involved in the management of the entity;
 - c) an entity or person that is recognized as having a relationship with the Bouryokudan-in in which the entity or person seeks to unfairly benefit itself, its own company or a third party, seeks to cause damages to a third party or otherwise unjustly uses the Bouryokudan-in;
 - d) an entity or person that is recognized as having a relationship with the Bouryokudan-in in which it provides funds or other benefits to the Bouryokudan-in, or;
 - e) an entity that has directors or individuals substantially involved in its management that have a socially condemnable relationship with the Bouryokudan-in.In above cases, SMTJ shall not be liable for any loss on the client's side from SMTJ's non-implementation of the remittance.
12. Contact Information:
 - The contact information written by the remitter in the Remittance Registration Form shall be considered the remitter's correct contact address and telephone unless updated by remitter at a later date.
 - SMTJ shall not be liable for any losses or damages arising from failure to contact the remitter and/or beneficiary arising from inaccurate information submitted by the remitter on the Remittance Registration Form.
13. Management of Remitter Member Number, etc.: The customer shall be responsible for strictly managing the Remitter Member Number and Remittance Reference Numbers issued by SMTJ to ensure they do not become known to any third party. In cases where the customer notifies the beneficiary (money transfer recipient) of the Remittance Reference Number, the customer shall ensure that the beneficiary (money transfer recipient) also strictly manages the Remittance Reference Number. SMTJ shall be in no way liable for any damages suffered by the customer as a result of the Remitter Member Number or Remittance Reference Numbers of the customer becoming known to a third party.
14. The Remitter Member Number should not be used by a person other than the remitter to whom that member number has been issued. If abuse is revealed, SMTJ reserves the right to discontinue/suspend all transactions with that member number.
15. When receiving a request for remittance, SMTJ is required to check certain matters under laws and regulations governing foreign exchange. The client, therefore should satisfy the following requirements:
 - State the purpose of the remittance and any other required information in the Application for Remittance with Declaration.
 - State the designated items in the Application for Remittance with Declaration and submit it.

- Present the official documents to identify the client such as original/copy of the client's certificate of residence and the client's individual number (My Number).
 - For any transactions requiring government permission, submit documents proving permission of such.
16. In order to effect overseas remittance requests, pertinent portions of the client's information such as client's name, address and account number (if applicable), shall be disclosed to the concerned paying/crediting bank.
 17. In order to maintain compliance with anti-money laundering controls and laws, SMTJ may, at its sole discretion, request additional information pertaining to the source of funds, prior to the funds being sent or even after the funds have been sent. Failure to comply with this request may result in the client's registration being either deactivated or cancelled and funds being returned to the client, if fund is not yet remitted.
 18. Losses – SMTJ shall not be liable for any loss deriving from these events:
 - National calamity, war, any incident in transit, civil unrest, restriction by laws, emergency restriction by Government, or by a Public Body (like the Central Bank, etc.)
 - Failure of SMTJ's computer system caused by failure of telecommunications connectivity/other problems (for example, unable to access the web, for web-based remittance systems).
 - Mistake in remittance details provided by the client, like name of the beneficiary, address, account number to be credited, contact telephone number, etc.
 - Legal dispute among the remitter, the beneficiary and/or third party.
 - Any other loss other than that of SMTJ's.
 19. Amendment or Cancellation:
 - If SMTJ can determine that it can still be done, amendment or cancellation of a remittance can be facilitated upon the client's request. Amendments/Cancellations cannot anymore be done once the funds are already withdrawn by the beneficiary.
 - A request for amendment or cancellation shall be made in writing, and to be signed by the client; or if amendment or correction is of previously registered data, request could be made by phone or SMS.
 - SMTJ reserves the right to require the client to submit, together with the written request, a copy of an acceptable identification, to prove identity of the remitter requesting for the amendment/cancellation.
 - SMTJ shall not be liable for any loss or damage if it cannot amend or cancel due to non-acceptance of the paying bank or the pay-out outlets in the home country of the beneficiary, restrictions of the law, emergency restriction by the Government or by a Public Body (e.g., the Central Bank, etc.).
 - For amendment, the original rate used when the original remittance was processed, shall prevail. As for cancellation, the Yen equivalent using SMTJ's buying rate of the day when the exact fund is received from concerned paying/crediting bank or correspondent less their charges will be the refund amount.
 20. Non-arrival of the client's remittance: If the client finds that the proceeds of his remittance have not been received by his beneficiary within reasonable and acceptable time frame as committed/promised by SMTJ, client should inform SMTJ the soonest, so that tracers can be done and for SMTJ can inform the client the result in due course.
 21. Matters not stipulated in the General Provisions Applied to Remittance Transactions shall be governed by laws, regulations, customs and practices of Japan and other relevant countries and the procedures prescribed by SMTJ various correspondents. Clients will not pay any money to SMTJ when a Registration has expired.
 22. Expiration and Renewal of Remittance Membership Registration: The duration of a Remittance Membership Registration shall be one (1) year from the date of application therefore; provided that the Registration shall be automatically renewed unless either the customer or SMTJ informs the other party otherwise in writing at least one (1) month prior to the expiration. The Registration shall be renewed for another year from the date of renewal thereof, and the same shall apply thereafter. Clients will not pay any money to SMTJ when a Registration has expired.
 23. Security Deposit System
 - (1) In relation to above (4) of IMPORTANT NOTICE, SMTJ has made the security deposit to the Tokyo Legal Affairs Bureau to ensure the Refund Claiming Right (hereinafter referred to as "claiming right") of the customer in compliance with Clause 43 of the Act on Settlement of Funds (Act No. 59 of 2009, as amended) (hereinafter referred to as the "Fund Settlement Act"). This security deposit shall be equal to or larger than a sum which consists of a principal amount of the Services, relevant fees paid by the remitter and a reimbursement fee worked out by applying the formula prescribed in Clause 11.5 of the Cabinet Order on Fund Transfer Business (Cabinet Order No.4 of 2010). In the event that SMTJ is unable to satisfy its obligations to the customer, the customer has a superior Claiming Right among other creditors regarding the security deposit.
 - (2) In the Services, the customer retains the Claiming Right until the beneficiary collects the transferred funds but, once it is collected by the beneficiary, the customer is no longer able to exercise the right.
 - (3) Should the conditions specified in Clause 59.2 of the Act on Settlement of Funds arise, the customer is entitled to reimbursement of the security deposit by following the procedures stipulated in Clause 59.2 of the Act. If such Claiming Right is practiced by the customer, the beneficiary is no longer entitled to receive the transferred sum.
 24. Customer Inquiries and Complaints: The customer may contact SMTJ for inquiries, feedback and complaints to the address mentioned and contact telephone/fax numbers mentioned below.

Speed Money Transfer Japan K.K., 9th Floor Kinshicho City Bldg., 2-13-4. Kotobashi, Sumida-ku, Tokyo 130-0022
 Customer Support Line Tel. 03-6869-5999; Fax: 03-3635-8625 For international calls: 81-3-6869-5999
 Business Hours: 09:30 – 18:30 (Monday - Friday); 10:00 – 19:00 (Sundays); excluding Japanese Public Holidays and the year-end New Year business holidays
 25. Complaint Processing Procedures and Dispute Resolution Procedures: SMTJ has implemented the following complaint processing procedures and dispute resolution procedures. The following external organizations may be used for complaints and disputes concerning the remittance business operated by SMTJ.
 - (1) Complaint Processing Procedures
Japan Payment Settlement Association "Customer Hotline" Tel: 03-3556-6261
 - (2) Alternative Dispute Resolution Procedures
Tokyo Bar Association Dispute Resolution Center Tel: 03-3581-0031 Daiichi Tokyo Bar Association Arbitration Center Tel: 03-3595-8588
Daini Tokyo Bar Association Arbitration Center Tel: 03-3581-2249
 26. Changes to the General Provisions: SMTJ may change the content of the General Provisions. In such cases, SMTJ shall announce the date of the change and the content of the change on the website of SMTJ, etc., and handle matters in accordance with the changed content after the date of the change.

PRIVACY POLICY AND CUSTOMER DATA PROTECTION

To enjoy the trust and confidence of its clients, and for SMTJ to become the money transmission company of choice in Japan, it will observe the relevant laws and ordinances, as well as the other standards relating to customer's personal information. It will also conform with the various regulations that pertain to personal data protection, and will make every effort to conduct appropriate management and maintain accuracy and confidentiality in line with the following:

1. PURPOSE OF USE OF INFORMATION

SMTJ acquires the personal information of customers so that our transactions with them will progress securely and soundly and so that customers can be provided with better remittance services. SMTJ also acquires the individual numbers (My Number) of clients for the purpose of preparing the documents required by "the Law on Reporting Requirements on Cross Border Payments and Receipts for the Tax Law".

2. TYPES OF INFORMATION TO BE ACQUIRED

The most general types of information to be acquired are the individual number (My Number), address, name, date of birth, sex, and the telephone number of the customer. In addition to these types will be information requested from the customer when transaction commences.

3. PROVISION OF INFORMATION

SMTJ shall not externally provide customer information except in the following cases:

- Where the customer has given his consent.
- Where the situation falls under the exception cases which are stipulated by a law or ordinance.

4. INFORMATION MANAGEMENT METHOD

Appropriate measures will be undertaken so that customer information can be kept accurate and up-to-date. In addition, to prevent the loss, destruction, falsification, and leaking of data, etc. of the personal data of customers, SMTJ will take the proper information security measures. In addition, SMTJ will ensure that any company handling the personal data of customers, etc. on consignment from SMTJ shall also enforce rigorous management.

5. CUSTOMERS' APPLICATIONS FOR DISCLOSURE, CORRECTION OR DISCONTINUATION

Unless there is a particular reason, SMTJ shall approve customer requests for disclosure of their own information after verifying it is really one and the same person applying for disclosure. In the event of inaccurate information on the customer, SMTJ undertakes to make the necessary correction. It should be noted that actual costs may be billed for disclosure. SMTJ shall advise the customer of the amount of the actual costs in advance.

6. DISCONTINUATION OF PROMOTIONAL MATERIALS

To continuously update clients of new products and services, SMTJ may decide to insert flyers, advertising materials and the likes in the mails it sends out to customers. If you wish to discontinue, please contact and advise us.

7. CUSTOMER INQUIRIES AND COMPLAINTS

The customer may contact SMTJ for inquiries, complaints, requests for disclosure, suggestions, correction of data, discontinuation of the use of personal information, etc., to the address mentioned and contact telephone/fax numbers mentioned in Provision 24 of the GENERAL PROVISIONS GOVERNING YOUR REMITTANCE above.

8. MODIFICATIONS

Any and all information listed above may be modified at any time and without need to make prior announcement to SMTJ's customers. Appropriate announcements will be made (like posting these in the customer area or website of SMTJ).

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SPEED MONEY TRANSFER JAPAN (SMTJ) HEAD OFFICE

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Tel: 03-6869-8555 (Call Center for instruction and status of your remittance) **Fax: 03-3635-8625** **Softbank: 080-3750-6268** (SMS only)