

This English version of Terms and Conditions of Use of Rakuten Edy Services is prepared for reference purpose only.

In the event of any conflict or inconsistency between the Japanese and English versions, the Japanese version shall prevail.

Terms and Conditions of Use of Rakuten Edy Services

Article 1 (Purpose)

The following Terms and Conditions of Use of Rakuten Edy Services (herein after referred to as the “Terms and Conditions”) stipulate the details regarding “Edy” which is electronic money provided by Rakuten Edy, Inc. (herein after referred to as the “Company”). These Terms and Conditions apply to the use of “Edy” by the User.

Article 2 (Definitions)

The definitions of the words used in these Terms and Conditions shall be as follows:

- Edy

Prepaid payment instrument named “Rakuten Edy” or “Edy” which is electronic information on monetary value in the unit of Yen issued to the User through the procedures prescribed by the Company and which can be used by the User for the purpose of making payment for Goods in accordance with the provisions of these Terms and Conditions.

- Rakuten Edy Online

An account, on the server designated by the Company, that is allocated to each User in order to keep a record of the User’s Edy for the purpose of issuance, use, assignment, transfer and making gift of Edy in accordance with the terms and conditions separately stipulated by the Company.

- Rakuten Edy Services

The Service, to be provided in the event that the User buys Goods or receives Goods from a Member Store and uses Edy as the method of payment for the entire price or a part thereof, whereby the Company makes the payment to the relevant Member Store in the amount equal to the Edy used for the payment, in addition to the services of issuance of Edy and administration of information on purchase of goods by means of Edy and balance of Edy.

- Edy Card

A non-contact IC card, etc. which has functional capacity necessary to enable the User to record and use Edy in accordance with these Terms and Conditions.

● Edy Mobile

A mobile terminal (including mobile phone) that can accommodate functions necessary for the purpose of using Edy and that is authorized by the Company as being able to use Edy.

● Rakuten Edy App

An application specified by the Company that enables use of Edy via the Edy Mobile on which the application is installed.

● Edy Number

A 16 digit number printed on each Edy Card allocated for the purpose of specifying Edy to be recorded on that Edy Card as well as the transactions using Edy.

● Rakuten Edy Mark and Edy Mark

Mark of Rakuten Edy Services that is printed on the surface of the Edy Card for the purpose of recognizing the card as such and used as the sign of the Member Stores.

● User

A person who uses Edy with the Edy Card.

● Member Store

A business entity to which the Users are able to use Edy as a method of payment for its sale and/or provision of Goods based upon the member store agreement concluded with the Company regarding handling of Edy.

● Goods

Products, services, software, digital contents, rights, etc. of which the User makes purchase and/or receives.

● Edy Terminal

Terminal equipment located in the Member Stores or places designated by the Member Stores that is required for the purpose of enabling the Users to use Edy as a method of payment for purchase and/or receipt of the Goods.

● Edy Charger

Terminal equipment through which the Users are able to receive issuance of Edy in accordance with Article 6 of these Terms and Conditions.

● Personal Reader/Writer

Terminal equipment (including built-in terminal equipment in other device) required in order for the User to be able to receive issuance of Edy via the Internet or to use Edy as a method of payment for purchase and/or receipt of the Goods via the Internet.

● Partner Company

The business entity, having been so entrusted by the Company, which performs the administrative work regarding issuance of Edy from the Company to the Users.

Article 3 (Use of Rakuten Edy Services)

1. The User shall abide by these Terms and Conditions regarding use of Edy issued by the Company.
2. The User may use Edy as a method of payment for the purchase and/or receipt of Goods at the Member Stores where Rakuten Edy Mark and Edy Mark are posted.

Article 4 (Handling of Personal Reader/Writer)

1. The User is required to additionally obtain a Personal Reader/Writer at his/her cost, if he/she wishes to use Edy for transactions conducted via the Internet.
2. The User shall use the Personal Reader/Writer by connecting it to the equipment he/she uses (hereinafter referred to as "Equipment Connected to Personal Reader/Writer") following the method prescribed by the Company. The User is expected to check the compatibility of his/her equipment in advance, as the Personal Reader/Writer may not be used in connection with certain types of equipment.

Article 5 (Handling of Edy)

1. The User shall not use Edy for purposes that are illegal, illicit or contrary to public order and morality nor shall he/she use Edy, the Edy Card or the Personal Reader/Writer for the purpose of profit.
2. The User shall not assign, loan, transfer, or offer as collateral (collectively, "Assignment ") Edy (regardless of whether or not the User possesses it), the Edy Card and/or the Edy Mobile in any form to any third parties regardless of presence or non-presence of consideration.
3. The User shall not receive from any third parties any assignment in any form of Edy (regardless of whether it is stored on Rakuten Edy Online, the Edy Card or the Edy Mobile and regardless of whether or not it is possessed by the third party in question), the Edy Card and/or the Edy Mobile regardless of presence or non-presence of consideration.
4. Notwithstanding the preceding two paragraphs, the cases of assignment conducted in the ways that are allowed by these Terms and Conditions or other ways that are judged by the Company to be without problem and the cases of assignment of the Edy Mobile (i) on which Rakuten Edy App is not yet installed or (ii) from which said

application has been completely uninstalled are exempted.

5. The upper limit of the amount of Edy that may be recorded onto one Edy Card by the User shall be the amount shown on the Edy Card. The User may, repeatedly and without restriction in terms of number of times, receive issuance of Edy from the Company and record it on the Edy Card in accordance with these Terms and Conditions within such limited amount.

6. The unused balance of Edy can be confirmed by means of having it displayed on the screen of the Edy Terminal, the Equipment Connected to Personal Reader/Writer, the Edy Charger, etc.

7. The User shall not destroy, dismantle or analyze Edy, the Edy Card and/or the Personal Reader/Writer nor shall he/she try to reproduce Edy or participate and/or cooperate in such acts regardless of reasons.

Article 6 (Issuance of Edy)

1. The User shall follow the method prescribed by the Company when he/she desires issuance of Edy.

2. Edy is issued to the User as of the time when Edy is recorded on the User's Edy Card.

3. The amount of Edy that may be issued at one time is limited to the equivalent of 25,000 Yen. The User may receive issuance of Edy only in the monetary unit set by the Company.

4. The price for issuance of Edy shall be paid by the User to the Company through the Partner Company.

5. The User may receive issuance of Edy only during the hours specified by the Company or by the Partner Company. There may be cases, however, where issuance of Edy is suspended due to power failure, mechanical breakdown, system maintenance and inspection, forgery and other compelling reasons of security management and in such cases the User will not object.

Article 7 (Use of Edy)

1. The User may use Edy recorded on the Edy Card for the purpose of making payment for Goods to Member Stores when he/she buys or receives Goods. At some Member Stores, however, Edy may not be accepted as payment for certain Goods.

2. When the User pays for the Goods using Edy in a Member Store, the payment for Goods to the Member Store will be made in the following way: after the input of the price for the Goods into the Edy Terminal at the Member Store, the amount of Edy

equivalent to the price for the Goods will be transferred from the User's Edy Card to the Edy Terminal by touching the Edy Card to a certain designated part of the Edy Terminal (store clerks of Member Stores may handle the Edy Card on behalf of the User in this process, which will not otherwise affect the transaction). In this case, transfer of Edy from the User's Edy Card to the Edy Terminal at the Member Store will be completed at the time when it is displayed on the Edy Terminal that the payment is completed and this causes the effect equivalent to a transfer of money in the amount equal to the amount of transferred Edy. During this process, the price of the Goods and the balance of Edy after the use will be displayed on the Edy Terminal and the User is expected to check if there are any errors in the information. In the event where there is an error, please promptly notify the Member Store.

3. In the event that the User makes payment for the Goods to a Member Store via the Internet, the User shall make the payment to the Member Store following the method prescribed by the Company and the Member Store. In this case, provided that the User followed such prescribed method, the Company, on behalf of the Member Store, will deduct Edy in the amount equivalent to the price of the Goods from the User's Edy Card and transfer the said amount of Edy to the Company. The contract between the User and the Member Store regarding provision of the Goods shall be established at the time of transfer of Edy to the Company and at the same time the payment for the Goods shall be completed.

4. In conducting the process stipulated in paragraph 2 of this Article, the User needs to keep the Edy Card in touch with the Edy Terminal at a certain designated part thereof until transfer of Edy is duly completed. In the event that transfer of Edy does not take place despite of the performance of said action, please follow instructions from the Member Store.

5. The User shall resolve any and all problems that may arise between the User and the Member Store regarding transactions between them, including but not limited to defects or flaws in the Goods purchased from or provided by the Member Store using Edy, directly between themselves.

6. The Company shall not be responsible for any problems that may arise between the Users and the Member Stores.

Article 8 (Handling of Edy after Use)

After the transfer of Edy as described in the preceding Article, the User may not claim nullification and/or cancellation of the transfer of Edy against the Company and/or the Member Store, even in the event that the transaction regarding the purchase or receipt

of the Goods which constituted the grounds for the transfer of Edy between the User and the Member Store is found to be null and void, revoked and/or cancelled. In such an event, settlement between the User and the Member Store will be done by cash, etc.

Article 9 (Suspension, etc. of Use of Rakuten Edy Services)

1. Use of Rakuten Edy Services may be suspended partially or entirely without prior notice to the User in the event that the Company identifies any of the following events:

(1) Forgery, alteration or wrongful production of Edy Card or Edy recorded thereon (regardless of whether or not the User possesses it) or suspicion thereof.

(2) Wrongful use of Edy (regardless of whether or not the User possesses it) or suspicion thereof.

(3) Destruction or disappearance of Edy as a result of damage, electronic influence or other similar incident to the Edy Card or to the Personal Reader/Writer or disability of functioning of the Edy Terminal as a result of failure in the system regarding Rakuten Edy Services or other causes.

(4) Suspension of the system regarding Rakuten Edy Services in its entirety or in part on non-business days or during non-business hours of the company in charge of management and operation of said system or due to maintenance to the system or other causes.

(5) Breach of these Terms and Conditions by the User in his/her use of Edy or apprehension thereof.

(6) Breach of these Terms and Conditions by the User in his/her use of Edy Card or Personal Reader/Writer or apprehension thereof.

(7) Occurrence of other compelling causes.

2. In the event of entire or partial suspension of Rakuten Edy Services described in the preceding paragraph, the Company shall not be liable for loss or damage caused to the User by such suspension, except for cases where it is caused by the Company intentionally or by gross negligence.

3. In the event that the User becomes aware that the Edy Card or Edy recorded thereon has been forged, altered or wrongfully produced, the User may not use such Edy Card or Edy. In such an event, the User shall immediately notify the Company thereof following the method prescribed by the Company and submit the Edy Card or Edy that has been forged, altered or wrongfully produced to the Company following the method prescribed by the Company.

Article 10 (Loss, Theft, etc. of Edy Card)

The Company shall not be liable for loss of unused Edy recorded on the Edy Card nor for damage resulting from wrongful use by a third party, in the event of loss, theft or other similar incident regarding the Edy Card except for cases where it is caused by the Company intentionally or by gross negligence.

Article 11 (Accident Occurred to Edy)

1. In the event of destruction or disappearance of Edy recorded on the Edy Card arising from damage, electronic influence or other similar incident to the Edy Card, the User may apply for replacement Edy following the method prescribed by the Company.
2. Provided that the Company, based upon the application described in the preceding paragraph, has been able to confirm, in accordance with the due procedures of the Company, the amount of money equivalent to the unused Edy destroyed or missing, the Company will replace the said amount of money to the User through means prescribed by the Company.

Article 12 (Refund for Edy)

1. Edy is not refundable except for the cases provided for in paragraph 2 of the preceding Article, this Article, Article 18 and Article 20 or the cases that the Company specially approves of.
2. In the event of a complete termination of Rakuten Edy Services due to the reasons attributed to the Company, the User may request a refund of Edy from the Company. In this case, the Company will check the monetary amount of unused Edy recorded on the User's Edy Card at the place designated by the Company following the method prescribed by the Company and refund the confirmed amount of money. The Edy Card for which any refund is made may not be used as an Edy Card afterwards.
3. In the event that it is not possible to confirm that the User requesting the refund is the rightful possessor of the Edy Card or to confirm the monetary amount of unused Edy, the Company may refuse to refund the money.
4. In the event of a refund for Edy, the Company may charge a fee predetermined by the Company, except for the case provided for in paragraph 2 of this Article.

Article 13 (Returning Edy Card)

1. In the event that the User returns the Edy Card to the company that issued the card in question, due to reasons such as the expiration of services related to said Edy Card, the User is expected to use up any Edy recorded on that card and return the card in accordance with the instructions given by said company.

2. In the case described in the preceding paragraph, the User agrees in advance that it will be deemed that he/she has renounced the right to use Edy recorded on the returned Edy Card, in the event that he/she returns the Edy Card to its issuing company without using up Edy and thus in a state that Edy remains recorded on the card.

Article 14 (Handling of Benefit, etc.)

In the case where a business entity providing such services as point service and discount service (hereinafter referred to as the “Point Provider”) provides its own service in connection with Edy based on agreement with the User, the User agrees in advance that there may be occasions where a benefit ancillary to the said service will not be granted to the User due to the reasons separately stipulated by the Point Provider and the Company.

Article 15 (Handling of Personal Information)

The Company will not collect personal information (as defined in Article 2, paragraph 1 of the Act on the Protection of Personal Information (Act No. 57 of May 30, 2003, including the amendments thereto made thereafter), hereinafter referred to as “Personal Information”) of the User, in principle, in the course of transactions based on these Terms and Conditions. The Company, however, may obtain such information as name and address of the User for the purpose of a refund procedure. In that case, the Company will use the information obtained only for the purposes of refund procedure and inquiries in connection therewith and manage such information with the due care of a prudent manager.

Article 16 (Collection, etc. of Information on Use of Edy)

The User agrees in advance that information on use history of Edy collected by the Company in the course of operation of Rakuten Edy Services belongs the Company, that the Company will use such information without identifying individual Users and may provide third parties with such information. In the event that such information falls under the definition of Personal Information, however, such information shall be handled in accordance with the provisions of the said Act, cabinet orders and guidelines thereunder as well as internal regulation of the Company.

Article 17 (Investigation)

1. The Company may conduct investigations and collect information for such purposes as improving security of Edy and preventing the use of Edy deemed inappropriate by

the Company.

2. The User agrees in advance that the Company may conduct investigations into and collect information regarding the situation of use of Edy by the User for the purposes described in the preceding paragraph and that the Company may disclose such information to third parties in the event that it is required by laws and regulations, it is requested by national authorities such as investigative authorities and tax offices, or it is deemed necessary by the Company. In the event that such information falls under the definition of Personal Information, however, such information shall be handled in accordance with the provisions of the said Act, cabinet orders and guidelines thereunder as well as internal regulation of the Company.

Article 18 (Disqualification from Use)

In the event of any of the following situations, the Company may immediately disqualify a User from using Rakuten Edy Services. In such a case, the Company shall be able to suspend the use of Rakuten Edy Services by the User in question without prior notification and the User shall consent to it without objection.

- (1) Breach of these Terms and Conditions by the User
- (2) The User being identified or suspected by the Company as anti-social forces
- (3) The User having made, in connection to the use of Rakuten Edy Services, an act of intimidation or violence in person or through a third party or an act of impairing the credibility of the Company or interfering with the business of the Company by disseminating rumours, using fraudulent means or using force
- (4) The Company that deeming that the Rakuten Edy Services are used or suspected to have been used for criminal purposes
- (5) The Company deeming a User to be inappropriate for using Rakuten Edy Services based on the User's situation of use of Rakuten Edy Services.

Article 19 (Member Stores and Goods)

1. The number of Member Stores may increase or decrease pursuant to such causes as conclusion and termination of the member store agreement between the Company and the Member Stores.
2. The Company and the Member Stores shall have the right to individually add or change the items of the Goods for sale or provision of which Edy cannot be used as a method of payment.

Article 20 (Termination of Rakuten Edy Services)

1. The Company may completely terminate providing the Rakuten Edy Services due to such reasons as changes in social conditions, amendment and/or repeal of laws and regulations and circumstances of the Company. In such a case, the Company shall notify the Users in advance following the method prescribed by the Company.
2. The User is expected to promptly follow the procedures for refund of unused Edy provided for in Article 12 upon receipt of the notice described in the preceding paragraph.

Article 21 (Limited Liability)

The Company shall not be liable for any disadvantage nor damage caused to the User due to the unavailability of Rakuten Edy Services. However, the cases where such disadvantage or damage is attributable to intentional act or gross negligence of the Company shall be exempted from the preceding sentences limitation of liability. The Company shall not be liable for loss of profit nor of opportunity.

Article 22 (Revision of Terms and Conditions)

The Company shall be entitled to revise these Terms and Conditions upon prior notice of the details of the revision to the Users following the method prescribed by the Company. The User shall be deemed by the Company to have approved such details of the revision, when he/she receives issuance of Edy or uses Edy after such notice.

Article 23 (Jurisdiction by Agreement)

The User agrees that the Summery Court or the District Court, which has jurisdiction over the location of the head office of the Company, shall have the exclusive jurisdiction of the first instance over any disputes with the Company arising in connection with the transaction based upon these Terms and Conditions.

(Special Provisions for Edy Mobile)

Article 24 (Purpose)

These Special Provisions for Edy Mobile (hereinafter referred to as the “Special Provisions”) shall apply when the User uses Edy by means of using Edy Mobile. With regard to matters not provided for in these Special Provisions, the Terms and Conditions shall be applied by replacing the term “Edy Card” in the Terms and Conditions by “Edy Mobile”. The provisions in these Special Provisions shall prevail over those in the Terms and Conditions.

Article 25 (Preparation for Using Edy Mobile)

1. The User is required to obtain an Edy Mobile at his/her cost and set up the environment necessary for using Edy by means of using Edy Mobile by taking necessary measures such as concluding the required communication service agreement (hereinafter referred to as the “Communication Service Agreement”) between the telecommunication carrier providing telecommunication services such as mobile phone and PHS (such carrier hereinafter referred to as the “Mobile Carrier”).
2. The User shall resolve any issues regarding the Edy Mobile such as quality or defects thereof directly between the User and the manufacturer, the distributor or the Mobile Carrier of the Edy Mobile in question. The Company shall not be responsible unless it is attributable to the Company.
3. The User is required to conduct by himself/herself the equipment operation required for enabling use of Edy with the Edy Mobile in accordance with the procedures and process prescribed by the Company. Please be aware in advance that it may occur that use of Edy with the Edy Mobile becomes unavailable depending on the situation of use of Edy Mobile including the equipment operation.

Article 26 (Discontinuation by User of Use of Edy with Edy Mobile)

1. When the User discontinues the use of the Edy Mobile due to such reasons as replacement of the mobile phone in question, the User is required to conduct by himself/herself the equipment operation for discontinuation of the use of Edy with the Edy Mobile in accordance with the procedures and process prescribed by the Company.
2. In the case provided for in the preceding paragraph, the Company will not refund any unused balance of Edy and thus the User is expected to use up all unused Edy, if any remains, before conducting the equipment operation for discontinuation of the use of Edy with the Edy Mobile in accordance with the procedures and process prescribed by

the Company. The User agrees in advance that he/she may be deemed to have renounced the right to use the remaining Edy, in the event that he/she has conducted the equipment operation for discontinuation of use of Edy with the Edy Mobile without using up Edy.

3. Before conducting the equipment operation for discontinuation of the use of Edy with the Edy Mobile provided for in the preceding paragraph, please be aware in advance that it may occur that use of Edy with the Edy Mobile becomes unavailable in accordance with Article 25, paragraph 3 hereof, in the event of repeated conduct of the said equipment operation provided for in the preceding paragraph.

Article 27 (Cancellation of Communication Service Agreement Pertaining Edy Mobile)

The User agrees in advance that the use of Rakuten Edy Services by means of using the Edy Mobile becomes unavailable in its entirety or in part in the event of termination of the Communication Service Agreement with the Mobile Carrier.

(As of August 1, 2016)

[Inquiry and Consultation Contact]

Please contact us at the following contact address for inquiries regarding these Terms and Conditions.

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