

Fund Transfer Service Terms and Conditions (For Individuals)

Chapter 1 General Rules

Article 1 Objective

- These terms and conditions (hereinafter referred to as the "Terms") shall be applicable to the fund transfer services (hereinafter referred to as the "Service") provided by BDO Remit (Japan), Ltd. (hereinafter referred to as the "Company"). These Terms define the rights and obligations of a customer who is an individual and wishes to use the Service (hereinafter referred to as the "Customer") and the conditions which govern the use of the Service.
- As a general rule, the Service shall mean a service wherein the Customer makes to the Company a request to make an international fund remittance to a person designated by such Customer as the recipient of the funds so remitted (hereinafter referred to as the "Beneficiary") and the Beneficiary receives the remitted fund in one of the manners designated by the Company, at or through BDO Unibank, Inc. (hereinafter referred to as "BDO"), which is the parent company of the Company and located in Philippines, or one of the financial institutions and other parties which are BDO's business partners (hereinafter referred to as the "Business Partners").
- When the Customer wishes to use the Service provided by the Company and applies to the Company for the use of the Service, the Customer shall be deemed as having agreed to all the provisions of these Terms.

Article 2 Items Required to be Confirmed by Act on Fund Settlements

In using the Service, the Customer recognizes, understands and agrees to the followings:

- The Company is a fund transfer service provider registered under the Act on the Settlement of Funds of Japan (hereinafter referred to as the "ASF"), and the Service offered by the Company is not a fund transfer transaction carried out by a bank or other financial institution.
- The Company does not accept deposits, savings or installment savings, etc. (which mean installment savings, etc. as stipulated in Article 2, Paragraph 4 of the Banking Act of Japan) in connection with the Service.
- The Service is not eligible for any insurance claims prescribed in Article 53 of the Deposit Insurance Act of Japan or Article 55 of the Agricultural and Fishing Cooperative Savings Insurance Act of Japan.
- In order to secure the liability to the users of the Service the Company will make security deposits for performance of the Services in the amount calculated in accordance with the formula prescribed by the applicable laws and regulations with the Tokyo Legal Affairs Bureau in accordance with Article 43 of the ASF.
- If for any reason the Company cannot perform its liability or liabilities arising from the Service, the creditor(s) of such liability or liabilities shall have the right(s) to receive payment(s) (hereinafter referred to as "Security Deposit Payment Claim(s)") in priority over other creditors of the Company from the security deposits. The Customer will be entitled to the Security Deposit Payment Claim, if any, until the designated Beneficiary actually receives the remittance. After the designated Beneficiary has actually received the remittance, the Customer shall not be entitled to exercise the Security Deposit Payment Claim.

Chapter 2 Customer Registration for the Service

Article 3 Registration for the Use of the Service

Before the Customer can use the Service, he/she is required to register with the Company by submitting to the Company an appropriately completed and signed Remittance Agreement with Declaration form (hereinafter referred to as "Remittance Agreement") in the form prescribed by the Company and to attest that all of the information contained therein is true and accurate. By signing the Remittance Agreement, the Customer is deemed as having confirmed that he/she is fully informed with accuracy of, and consents to, the provisions of the Terms as well as other rules prescribed by this Company from time to time concerning the Service.

- If the Company finds it appropriate to accept the application for registration of a Customer after consideration of his/her suitability to the standards set by the Company, the Company will approve the Customer's registration and issue him/her a Customer ID Number.
- The Customer may, at any time during the effective term of the registration, terminate his/her registration. Upon receipt of the request to terminate the registration, the Company will terminate the registration immediately. There will be no charges related to the termination of the Customer's registration.
- Each Customer ID Number is for the exclusive use by the registered Customer to whom the relevant Customer ID Number is issued, and shall not be lent, transferred or pledged nor offered as collateral to any third party. The Customer shall indemnify for any losses, damages, liabilities, expenses and/or costs suffered or incurred by the Company arising in connection with any such activities. The Customer agrees that he/she keeps his/her Customer ID Number strictly confidential and that the Company shall not be held liable for any losses, damages, liabilities, expenses and/or costs suffered or incurred by the Customer arising in connection with his/her Customer ID Number being known to or obtained by any third party.
- If the Customer forgets his/her Customer ID Number or if the Customer ID Number may have been disclosed or known to a third party, the Customer shall, as his/her obligation and in his/her sole responsibility, immediately so inform the Company and shall request for the reissuance of a new Customer ID Number.

Article 4 Identity Verification

- In making the application for the customer registration, the Customer shall submit to the Company documents required by the Company for the registration (hereinafter referred to as the "Application Documents"), including the appropriately completed Remittance Agreement form, which identifies accurate and up to date information about the Customer including, but not limited to, the name, address, telephone number, pre-registered electronic mail address and occupation (hereinafter referred to as "Personal Data") through delivery in person at, or by postal mail addressed to, the Company's office designated by the Company. The Company will verify the identity of each Customer in the manner prescribed by the Company which is in compliance with the Act on Prevention of Transfer of Criminal Proceeds of Japan, the Foreign Exchange and Foreign Trade Act of Japan and other relevant laws and regulations (hereinafter collectively referred to as the "Relevant Laws") which shall include without limitation ASF and other applicable statutes and regulations, each respective administrative instructions, policies, strategy and guidelines of the relevant governmental bodies by which this Company may be bound), before approving the registration and the issuance of the Customer ID number.
- In case there is doubt in the accuracy in any of the information about the Customer's Personal Data which has been provided to the Company, or should it become likely that a person other than the registered Customer pretends to be such Customer, or should this Company consider it necessary either as required by the Relevant Laws or in the discretion of the Company to verify the identity of the Customer, the Company reserves the right to request the Customer to submit the additional materials which the Company deems appropriate for identity verification, and such Customer must comply with such request.
- The Company may refuse to provide the Service to any Customer if the Company has not successfully been able to complete the identity verification proceedings set forth in paragraphs 1 and/or 2 in this Article for such Customer. The Company reserves the right to cancel and/or invalidate a previously approved Customer's registration or the Service if it is found that Personal Data provided earlier or subsequently requested are false, incorrect or outdated or that the materials supporting such Personal Data are invalid, fraudulent, or not authentic.

Article 5 Change in the Contact Information

- When there is any change in the Personal Data, it is the Customer's responsibility to inform the Company of any such change or update and to provide the Company with documents evidencing such change or update.
- The revisions in the contact information as notified by the Customer take effect as soon as the Company has completed the necessary verification and update procedure. The Company shall not be held liable for any loss, damage, liability, cost or expense arising in connection with any failure by the Customer to perform its obligation to notify under this Article, or any delay or miscommunication related to such notification.

Article 6 Non-Arrival of the Notice

- If the Company dispatches via postal mail any document to the Customer's address and name registered with the Company but it could not be delivered for whatever reason, the Company shall conduct further verification of the accuracy of the Personal Data and contact information in such manner as the Company deems commercially practical. The Company reserves the right to invalidate the Customer's registration in case the Customer's Personal Data and/or contact information cannot be fully verified or if the Customer cannot be reached through his/her registered telephone number, mailing address or electronic mail address.
- If any communication sent by the Company to the Customer fails to be received at his/her registered address or is delayed to be received, due to traffic conditions or any other cause, and unless such failure or delay is caused by the Company's willful misconduct or gross negligence, the same shall be deemed to have been received at the registered address of the Customer at such time as it would have been otherwise received and the Company shall not be held liable for any loss, damage, liability, cost or expense in connection with such failure or delay. This shall also apply to electronic mails sent by the Company to the Customer to his/her registered electronic mail address.

Article 7 Termination of Offer of the Service

- The Company may terminate in whole or any part of the Service for the relevant Customer and/or delete and invalidate the registration of the relevant Customer without notice in case of any of the following events:
 - When the Customer's whereabouts becomes unknown to the Company.
 - When the Customer has not used the Service for more than one year.
 - When there is violation of any of the Terms and/or provisions in the Remittance Agreement, or when the Company finds that there is any threat of such violation.
 - When the Service is used for any act or purpose in violation of the Relevant Laws and/or good public order and customs, or when the Company finds that there is any threat of such violation.
 - When any of the information provided by the Customer to the Company is found false or incorrect or any of

the documents and/or materials submitted by the Customer to the Company is found false or not authentic.

- When it is discovered that the Customer is or belongs to, or is reasonably suspected to be or to belong to (i) any organized crime syndicate, a member or a customer of a crime syndicate including those who have left the syndicate but 5 years have not passed since then, a crime syndicate associate member, a crime syndicate related business, a corporate extortionist or racketeer, an extortionist or racketeer claiming to advocate on behalf of social movement or special intelligence violent group, and anyone who is similar to any of these (hereinafter referred as the "Anti-social Forces"), or (ii) an individual who commits or intends to commit any criminal act for the purpose of threatening the public or public safety, or any act of terrorism, or who directly or indirectly supports, facilitates or provides benefit to, or intends to support, facilitate or provide benefit to, any such criminal act or act of terrorism or any person that intends to commit any such criminal act or act of terrorism (hereinafter referred as the "Terrorist or Terrorist Supporter"), or an individual designated or recognized internationally as a Terrorist or Terrorist Supporter or any person similar to them, or any individual who in the past was a Terrorist or Terrorist Supporter (hereinafter referred as the "Terrorist, etc."). This Company will not deal with anyone who is considered or suspected to be or to belong to the Anti-social Forces or the Terrorist, etc.
- When the Customer has conducted by himself or has caused anyone to conduct any of the following, or is reasonably suspected to have committed any of the above:
 - Violent demand;
 - Unreasonable request to the Company, which shall be beyond the Company's legal responsibility and obligation;
 - Violent or threatening action, behavior, speech or statement in connection with any transaction;
 - Spreading rumor or use of fraudulent means or assault against the Company, damaging the Company's credit or reputation or interfering with the Company's business activities; and
 - Any other activities that are similar to any of the foregoing.

- The Company may suspend the whole or part of the Service for the purpose of the maintenance or repair, etc. of the system used for the Service.

Chapter 3 Overseas Remittance Service

Article 8 Request for Remittance Service

- The Company will receive, during the business hours on the business days of the Company, the remittance request from the Customer, by means either of a visit to the service counter at a business office of the Company, a phone call to the telephone number designated by the Company, or postal mail.
- The Customer can make remittance request by means of the application method prescribed by the Company, by filing the document describing the items prescribed by the Company or by notifying the Company of the relevant items over the phone.
- When the Customer makes the remittance request to the Company, the Customer shall abide by the followings in accordance with the Relevant Laws; provided that the Company may request such additional information or documents that the Company finds necessary or appropriate, through a phone call, electronic mail or other method:
 - The Customer must precisely describe/declare the purpose of the remittance and all other matters as required in the remittance request form.
 - The Customer shall present or submit documents, certificates and/or other materials verifying his or her identity as required by this Company
 - If the remittance is subject to any approval, license or consent of or prior notification to the governmental body or agency or any other regulatory body, the Customer must present or provide evidence certifying such approval, etc.
- The Customer shall pay to the Company the remittance funds and the remittance handling charge and other charges as designated by the Company not later than the designated date and time, in Japanese Yen in immediately available funds, by means of the method specified in the below. The Company will not issue a receipt unless the Customer requests, except in case of either (A) or (E) below.
 - By means of making a visit to a service counter at a business office of the Company and making the payment in cash at the service counter;
 - By means of making payments at the service counter, or using the ATM, of a bank designated by the Company;
 - By means of making payments at the service counter, or using the ATM, of Japan Post Bank;
 - By means of using the ATMs of the business partners of the Company as designated by the Company;
 - By means of sending cash by registered mail for cash (genkin kakitome) to the Company.
- The liability owed by the Company to the Customer in connection with its obligation to remit the funds to the Beneficiary under the Service shall be on a Japanese yen basis in the amount received from the Customer in Japanese yen. BDO will convert such amount denominated in Japanese yen to Philippine peso at the exchange rate as specified in Article 13 of these Terms and will deliver, or cause to be delivered through the paying bank or the Business Partners, the remittance funds so converted to the Beneficiary via the remittance method specified by the Customer.
- The aggregate maximum daily amount which each Customer may remit through the Service on each day is 1 million Japanese Yen. The Company reserves the right to refuse remittance requests which would result in exceeding such remittance amount limit. Likewise, the Company may set monthly and/or annual remittance amount limits, and may refuse remittance exceeding any such limit.

Article 9 Formation of Remittance Contract

- A contract for a particular remittance under the Service (herein referred as the "Remittance Contract") shall be formed and become binding upon the Company when the Company receives the remittance funds, the remittance handling charge and other charges, and has determined that the remittance request and information requested therein have properly been completed and that such request is acceptable to the Company. However, in case the Company deems it necessary, it may take steps to verify with the Customer or through other means the contents of the remittance request and if this verification fails, the Remittance Contract shall not be deemed to have been formed or become binding upon the Company.
- When the Remittance Contract is formed as set forth in the foregoing paragraph, the Company shall issue a statement of remittance in one of the following methods. The Customer shall keep the statement of remittance or the remittance reference number described in the statement, which may be required to be submitted to the Company in case of cancellation or revision of the Remittance Contract.
 - When the remittance request is made and completed at a service counter in a business office of the Company, the statement of remittance is hand delivered over the counter.
 - When the remittance request is made and completed via telephone or postal mail:
 - the statement of remittance is sent via electronic mail to the Customer's registered electronic mail address (when the Customer prefers and consented to receive via electronic mail)
 - the relevant information will be communicated via telephone and/or the statement of remittance is sent via postal mail (When the Customer does not want to receive via electronic mail, the registered telephone number will be contacted and the details of the remittance will be provided. When the issuance of the statement of remittance is desired, it is promptly dispatched to the registered address by regular mail.)

Article 10 Temporary Suspension or Cancellation of the Remittance Contract

- Even after the Remittance Contract is entered into, the Company may terminate such Remittance Contract before the delivery of the funds to the relevant Beneficiary without notice to the relevant Customer if the Company finds that any of the following events has occurred, and in such case the Company shall not be held liable for any losses, damages, liabilities, costs or expenses arising in connection with such termination except for and to the extent of those directly arising from the Company's willful misconduct or gross negligence:
 - The relevant remittance would violate any of the Relevant Laws including, without limitation, the laws and regulations related to foreign exchange transactions, or the subject remittance is suspended by the order of Japanese government;
 - Any act of war, riot or the seizure of the assets of or payment suspension by BDO or Business Partners or any similar event occurs or is likely to occur;
 - The remittance is suspected to be the subject of a request/order to freeze assets or to suspend remittance/ payment, including suspension of payment due to commencement, or threatened commencement, of insolvency procedures;
 - When there is a substantial reason to suspect or it is discovered that the remittance is involved with injustice or any crime.
 - When there is a reasonable reason for the Company to suspend performance under or terminate such Remittance Contract.

- In case of cancellation based on the preceding clause, the remittance funds received from the Customer is returned/refunded through the procedure prescribed by the Company unless otherwise required under the Relevant Laws. In this case, the Company may require the submission of documents for identity verification. The Customer shall bear the costs arising from such refunding procedure.

Article 11 Data Privacy and Cross Border Data Transfer

When the Remittance Contract is entered into, the Company promptly sends the instruction of remittance, based on the remittance request of the Customer, to BDO.

- The Customer agrees that the Company may disclose to BDO, its subsidiaries and affiliates outside Japan

Fund Transfer Service Terms and Conditions (For Individuals)

(hereinafter collectively referred to as the “BDO Group Companies”), and BDO’s internal and external auditors, including the Bangko Sentral ng Pilipinas and other governmental and compliance auditors, and relevant authorities and regulatory bodies, including those located outside Japan, the information of or on the Customer (including the personal data of the Customer) in compliance with anti-money laundering laws, terrorism fund measure statutes and regulations and administrative orders, etc. (including other relevant regulations and administrative orders, etc. applicable to BDO and the BDO Group Companies) and in accordance with the relevant internal rules of the Company. Also, in the implementation of the remittance transaction in performance of the Service by the Company, the Customer agrees that the Company may share his/her information with BDO and BDO Group Companies and Business Partners (including agents and consignment destinations involved in the Service).

- The Customer agrees and consents that the Company, BDO, its subsidiaries and affiliates outside Japan, and Business Partners to acquire, share and use his or her personal data for purposes of implementing the remittance services.
- The personal data of the Customer are voluntarily provided by the Customer. If the Customer fails to provide the required information, the remittance service cannot be performed by the Company. Furthermore, the Company reserves the right to require the Customer to provide additional information in order to effect the remittance transaction.
- The Company will not provide the personal data of the Customer to a third party without obtaining the prior consent of the Customer, except to the extent that it is permitted or required by the Relevant Laws or these Terms to provide such data to a third party without the consent of the Customer.
- The Company, BDO, BDO’s subsidiaries and affiliates outside Japan, and their Business Partners shall take the necessary and proper measures for the prevention of leakage of, or loss or damage to, and for other security control of the personal data. The Customer shall hold the Company, BDO and their Business Partners free and harmless from any liability, loss or damage which may be caused by the leakage, loss, mishandling or unauthorized disclosure of the Customer’s personal data, unless it was caused intentionally or with the gross negligence by the Company, BDO or the Business Partners.
- The Company, BDO, BDO’s subsidiaries and affiliates outside Japan, and the Business Partners recognize the right of the Customer to request to correct, add or remove any given personal data, and shall immediately act upon such request unless otherwise prohibited by Japanese or International law or regulation. If any Business Partner fails to abide by the Company’s request to correct, add or remove such personal data without the

Article 12 Standard Performance Period of Service

The standard performance period of the Service is different for each remittance method that the Customer may select. The standard performance period of the Service for each available remittance method is indicated in the Company’s website and is prominently displayed in the Company’s office/s. When applicable, the Company may set a daily cut-off time for the specific remittance method which will also be indicated in the Company’s website and office/s in both Japan and Philippine standard times.

Article 13 Remittance Handling Charge

- The Customer shall pay the Company the designated remittance handling charge and other charges for each remittance request. The remittance handling charge and other charges may differ depending on the remittance method that the Customer selects. The corresponding remittance handling charge and other charges for the available remittance methods are indicated in the Company’s website and are prominently displayed in the Company’s office/s. The remittance handling charges may be changed without prior notice. The changed charges are indicated by the same method.

- The Customer is required to pay a charge prescribed by the Company for each amendment or cancellation request.

Article 14 Applicable Exchange Rates

- The exchange rate that is applied when the remittance funds paid by the Customer to the Company in Japanese Yen is converted to the Philippine peso will be the exchange rate quoted by BDO (which will be made available around or after 10:00 am Japan time on each banking business day on which BDO is operating; provided that for the day on which BDO is not operating business the exchange rate applicable at the close of the business on the preceding business day shall apply) on the day the request is made. When exchange rate fluctuates substantially during the business hours, BDO or the Company may, but not obligated to, revise the applicable exchange rate without prior notice.

- For amendment requests, the exchange rate used when the original remittance request was implemented as described in the foregoing paragraph will be applied.

- For cancellation requests or refund, the Japanese Yen equivalent will be determined by BDO, using BDO’s exchange rate on the day the returned/refunded funds are received by BDO or the Company from concerned paying/crediting banks or Business Partners. The final refund amount will be net of their charges and costs.

Article 15 Inquiries on the Status of the Remittance Request

- The Customer can check the status of the remittance request by any of the following ways:
 - To verify with the beneficiary if he/she received an SMS (Short Message Service) notification sent by BDO to the Beneficiary which confirms the cash transfer of the payment into the Beneficiary’s account with BDO (for Credit to Account BDO) or the availability of the funds for pickup by the Beneficiary (for BDO Cash Pickup);
 - To make an inquiry in BDO’s website;
 - To contact the Customer Contact Center described in Article 24.
- When necessary, the Company may contact the Customer by phone to request for additional information needed to process the remittance request. It is the Customer’s responsibility to inform the Company of any change or update to his/her address, phone number and other contact information, as well as, to provide supporting documents proving such change or update. The Company shall not be liable for any delay or loss, damage, liability, cost or expense arising from miscommunication due to the reason that the Customer’s contact information is incomplete or incorrect. The Company reserves the right to require additional information in order to effect the remittance transaction.

Article 16 Procedure to Request for Amendment or Cancellation of Remittance Transactions

- If the contents of the Remittance Contract need to be amended after the Remittance Contract comes into force, the following procedure shall be followed, provided that the Company may still complete the remittance in accordance with the Remittance Contract if so determined by the Company;
 - The Customer shall, unless otherwise agreed by the Company, make the request for the amendment of the Remittance Contract by submitting a written request in the form prescribed by the Company, which is duly signed by the registered Customer. The Company may require the Customer to present a valid ID or other documents to properly establish and verify the Customer’s identification.
 - Promptly after the request for amendment is received and verified, and the Company determines that such request is acceptable to the Company, the Company will instruct BDO to execute and implement the revisions requested as soon as possible. If the amendment cannot be implemented due to the status of the remittance, or the amendment is not allowed by BDO or Business Partner/s, or the requested amendment is restricted by the Relevant Laws, etc., the following paragraph shall apply.
 - The Company shall not be liable for any loss, damage, liability, cost or expense arising in connection with the amendment proceedings or if it cannot process requests to amend a remittance transaction for any reason beyond the control of the Company (including, without limitation, non-acceptance by the paying bank) or without gross negligence on the part of the Company.
- If the whole or a part of the Remittance Contract needs to be cancelled after the Remittance Contract has come into force, the following procedure for cancellation shall be followed provided that the Company may still complete the remittance in accordance with the Remittance Contract if so determined by the Company;
 - The Customer shall, unless otherwise agreed by the Company, make the request for the cancellation by submitting a written request, in the same manner as set forth in the preceding paragraph of this Article. The Company may require the Customer to present a valid ID or other documents to properly establish and verify the Customer’s identification.
 - Promptly after the request for cancellation is received and verified and the Company determines that such request is acceptable to the Company, the Company will instruct BDO to execute and implement the cancellation request as soon as possible. As soon as the Company has confirmed that the funds for the cancelled transaction have been refunded from BDO, the paying bank or Business Partner which has approved the cancellation, the Customer is notified of the status and is requested to sign a receipt in the form provided by the Company before the funds are credited to his/her designated account via bank cash/fund transfer. The final refund amount will be determined using the Exchange Rate as established in Article 14 Item 3 net of remittance fees. As a general rule, the refund will not be made in cash. Notwithstanding the foregoing, it may not be possible to complete the cancellation and/or refund if the Beneficiary rejects to return the funds after the Beneficiary has received the same, if BDO, the paying bank, any Business Partner or any other party involved reject the refund or cancellation, or if the refund and/or cancellation is restricted by the Relevant Laws or for any other reasons.
 - The Company shall not be held liable for any loss, damage, liability, cost or expense arising in connection with the refund and/or cancellation proceedings or if it cannot process requests for refund and/or cancellation for any reason beyond the control of the Company (including, without limitation, non-acceptance by BDO, the paying bank or any Business Partner) or without gross negligence on the part of the Company.

Article 17 Failure/Non-delivery of Remittance

- When the remittance funds cannot be delivered for the reason that the whereabouts of the Beneficiary is unknown or for other reasons, and the safekeeping period set by BDO, the paying bank or Business Partner which is the remittance destination has expired, the remittance funds concerned shall be returned to the Customer.
- The applicable exchange rate will be as specified in Article 14 Paragraph 3 hereof. The method of refunding the remittance funds are as specified in Article 16 Paragraph 2 Subparagraph B hereof. As a general rule, the refund will be net of the handling charges separately prescribed by the Company and any other charges and expenses applicable to or incurred in connection with such refunding procedure. The refund will not be made in cash.
- The Company shall not be held liable for any loss, damage, liability, cost or expense arising in connection with the refund proceedings, or if it cannot process remittance requests or the refund for any reason beyond the control of the Company (including, without limitation, non-acceptance by BDO, the paying bank or Business Partner) or without gross negligence on the part of the Company.

Chapter 4 Disclaimer, Complaint and Dispute Handling, Applicable Laws

Article 18 Exemptions Due to Natural Disasters and other causes

The Company shall not be held liable for any loss, damage, liability, cost or expense incurred by the Customer or any third party arising in connection with any of the following events:

- Losses, damages, liabilities, costs or expenses (hereinafter referred to as “damages, etc.”) incurred due to war, civil war, natural disaster, labor dispute, riot, transportation facility accident or unavailability, restriction by Relevant Laws, or measures taken by public institutions such as a governmental agencies or the court or other causes beyond the control of the Company.
- When the performance of the Service is delayed or becomes not possible due to failure or malfunction of telecommunication equipment, telecommunication lines, computers or telephone of the Customer or any third party such as telecommunications providers.
- When the performance of the Service is delayed or becomes not possible due to failure or malfunction of system terminals, telecommunication lines or computers or other items in the remittance system of this Company and/or BDO despite the Company’s and BDO’s diligent attention to their maintenance and safety.
- Damages, etc. incurred due to the leakage of transaction information of the Customer due to BDO’s network, telecommunication lines, public phone lines, leased telephone line or other communication lines being tapped despite the security and safety measures taken by the Company and BDO.
- When the performance of the Service is delayed or becomes not possible due to garble, errors or omission of the words in the details of the remittance transaction by or attributable to the Customer.
- Delays incurred as a result of complying with the procedures prevailing in the pertinent country or the special instruction by BDO and/or its Business Partners.
- Damages, etc. arising in connection with mistake or inaccuracy in remittance details, e.g. beneficiary, account number, etc. provided by the Customer.
- Legal dispute among the Customer, Beneficiary and/or a third party.
- Any other damages, etc. arising from causes beyond the control of the Company, such as a cause not related to acceptance, delivery or transfer of the funds to be remitted.

Article 19 Maximum Amount of Damages

The maximum amount of the damages, etc. for which this Company shall be liable in connection with the Services shall be the amount equivalent to the relevant remittance amount under the Remittance Contract. Furthermore, neither the Company, BDO nor Business Partners shall be held liable for damages, etc. incurred due to reasons beyond the control of the Company including but not limited to the observance of laws and regulations of the relevant country (provided that BDO or Business Partner may separately be liable for its own willful misconduct or grossly negligent conduct).

Article 20 Handling of Personal Information

The Customer agrees that the Company handles the Customer’s personal information according to the Company’s “Personal Information Protection Policy”. The “Personal Information Protection Policy” is indicated in the Company’s website and is prominently displayed in the Company’s office/s and is included in the necessary documents sent after the completion of the Customer registration.

Article 21 Prohibition of Assignment or Pledge

None of the rights and interests of the Customer arising from or in connection with any transaction with the Company shall be assigned or pledged without the written consent of the Company.

Article 22 Compliance with Laws and Regulations

If there are any Relevant Laws or orders or restrictions issued under the Relevant Laws, which shall have priority over the Terms, such Relevant Laws and/or orders and restrictions shall be applied despite the provisions of the Terms. Also, unless provided hereunder, the Relevant Laws and the prevailing market practice of Japan and the countries related to the relevant remittance transaction as well as the rules and procedures prescribed by BDO and its Business Partners shall be complied with.

Article 23 Prohibition of Transactions with Anti-social Forces or Terrorist, Etc.

The Company will not deal with anyone who is or suspected to be the Anti-social Force or the Terrorist, etc. The Company will not accept any violent demand or unreasonable request which is beyond its legal responsibility, from any Anti-social Force or Terrorist, etc.

Article 24 Complaint Desk Contact Information

The Customer may contact the Company’s Customer Contact Center for any service related concern, query or suggestion. Please note that calls made to our Customer Contact Center may be recorded for quality purposes. The contact information for the inquiry, suggestion and complaint about this Service is as follows:

《Contact Information in Japan》

BDO Remit (Japan) Ltd.

Address: Nishi-Shinjuku 1-3-13, Shinjuku-ku, Tokyo, 160-0023 Japan

Phone number: 006 1010 8000 82255236, 03-5909-0601

Electronic mail: bdoremit@japan@bdo.com.ph

Business Hour: [Weekdays/ Saturdays/Sundays] 9:00 to 17:00, [Holidays] 10:00 to 15:00

※ Except on Yearend and New Year and this Company designated holiday.

《Contact Information in the Philippines》

BDO Unibank, Inc., BDO Customer Contact Center

Address: 3rd Floor, 209 Ortigas Ave. Greenhills, San Juan, Metro Manila, 1500 Philippines

Phone number: +632-8888-0000

Electronic mail: callcenter@bdo.com.ph

Business Hour: Open 24 hours year round without holiday

Article 25 Complaint Settlement and Dispute Resolution

The Company implements the complaint settlement and dispute resolution measures as established under the ASF. The following organizations can be engaged for complaint settlement and dispute resolution cases that may arise from the Service offered by the Company.

《Complaint Settlement Measures》

Japan Payment Service Association “Customer Consultation Office” Telephone: 03-3556-6261

Furthermore, the flow of the consultation and complaint action in the said association can be verified in the URL below.

http://www.s-kessai.jp/info/funds_consumer_inquiry_i.html

《Dispute Resolution Measures》

Tokyo Bar Association Dispute Resolution Center Telephone: 03-3581-0031

Daiichi Tokyo Bar Association Arbitration Center Telephone: 03-3595-8588

Daini Tokyo Bar Association Arbitration Center Telephone: 03-3581-2249

Article 26 Application of Internal Rules of this Company

Anything which is not provided for in the Terms hereunder shall be governed by the rules of the Company separately prescribed by the Company.

Article 27 Revision of the Terms

This Company may change any part of the Terms; provided that such change shall be pre-noticed in a manner established by the Company and shall be announced by appropriate ways prescribed by the Company, such as notice in the Company’s office/s and/or website. The revised Terms shall apply after the date of the revision designated by the Company.

Article 28 Governing Law and Jurisdiction

- The Terms and the Remittance Contract shall be governed by the laws of Japan.

- Over any dispute arising in connection with the transactions with the Company under the Terms, the district court where the headquarters of the Company is located shall be the exclusive court having jurisdiction of the first instance; provided, however as for any dispute the amount in controversy of which is 600,000 yen or less, the summary court where the headquarters of the Company is located shall be the exclusive court having jurisdiction of the first instance.

- The Terms is a document written in Japanese. When there are differences in the translation of these Terms with the Japanese version, the Japanese version of the Terms shall take precedence.