

This English version of Service Policy for Awarding Points Using Rakuten Edy 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.

## **Service Policy for Awarding Points Using Rakuten Edy**

### **Article 1 (Purpose)**

This Policy establishes the terms and conditions of the Services (as defined in Article 2 hereof) provided by Rakuten Edy, Inc. (hereinafter referred to as the “Company”) in partnership with the Point Providers. The Registrant may use the Services subject to agreement with this Policy in addition to the agreement with the Terms and Conditions of Use of Rakuten Edy Services (hereinafter referred to as the "Terms of Use") which is required for using Edy by means of an Edy Card or Edy Mobile. With regard to matters not provided for in this Policy, the Terms of Use shall be applied.

### **Article 2 (Definitions)**

The terms used in this Policy shall be defined as follows:

- **Registrant**

A person who, having agreed to this Policy, made an application for the use of the Services in accordance with the procedures prescribed by the Company and has completed such procedures.

- **Point Provider**

A point service provider who provides the Services in collaboration with the Company.

- **Services**

The service in which the Point Provider awards points to the Registrant on the point awarding date according to the point awarding rate predetermined by the Point Provider, in cases where the Registrant, who had registered to the Point Provider by the method prescribed by the Company, has made payment for Goods to Member Stores using Edy recorded on the Edy Card or the Edy Mobile.

### **Article 3 (Registration for Use)**

1. Those who wish to use the Services shall, upon agreement to this Policy, make an application for the use of the Services in accordance with the method prescribed by

the Company, after which the Services will be available upon completion of the procedures prescribed by the Company. Please be aware in advance that points will not be awarded in the case that erroneous or false information is provided in the application.

2. The Company may not approve the application by those wishing to use the Services if the Company foresees occurrence of trouble in the provision of the Services.

#### Article 4 (Points)

1. Use of Edy will be eligible for points as of the day the Registrant has obtained an Edy Card or an Edy Mobile and has completed the registration to the Point Provider in accordance with the method prescribed by the Company. Please be aware in advance that only one Point Provider shall be subject to the awarding of points and the Point Provider last registered by the Registrant on the day of registration for use shall be the one.
2. The point awarding rate, the point awarding date, and other conditions for the provision of the Services are different depending for each Point Provider.
3. The Registrant may replace the Point Provider with another in accordance with the method prescribed by the Company. In the case of the Edy Card, however, the Registrant may not change the Point Provider.
4. In the event set forth in the preceding paragraph, after the replacement of the Point Provider, use of Edy after three days from the date of completion of the registration shall be eligible for points.
5. The details regarding the use of the Services are displayed on the Company's website.

#### Article 5 (Change of Edy Number)

In the event of replacement, theft, loss or breakage of an Edy Card or an Edy Mobile or operations conducted by the Registrant which results in a change to the Edy Number entered at the time of registration for use, the Registrant shall be required to re-register for use.

#### Article 6 (Suspension of Use of the Services)

In the event of any of the circumstances listed below, the Company or the Point Provider shall be eligible to reject the awarding of points, revoke the awarded points or immediately suspend use of the Services by the Registrant without prior notice to him/her. In such a case, the points shall be handled according to the rules set forth by the Company or by the Point Provider.

- ( 1 ) In the event that the Registrant is in breach of this Policy
- ( 2 ) In the event of usage of the Services by the Registrant for the purpose of wrongfully earning points
- ( 3 ) In the event of revelation of the fact that the Registrant was suspended from the usage of other services provided by the Company or the Point Provider
- ( 4 ) In the event where the use of the Services by the Registrant may result in causing troubles to the provision of the Services.

#### Article 7 (Termination of Use of the Services)

Registrants who wish to discontinue the use of the Services shall terminate the use of the Services by the method predetermined by the Company. With regard to Registrants who are using the Services with Edy Card, however, the Registrants shall be able to terminate the use of the Services only in cases where the Company deems reasonable to do so.

#### Article 8 (Temporary Suspension of the Services)

In the event of occurrence of any of the following, the Company may temporarily suspend the provision of the Services without prior notice to the Registrants.

- ( 1 ) In the event of performing regular or urgent system maintenance of the Services
- ( 2 ) In the event that the Company deems it necessary to suspend the provision of the Services

#### Article 9 (User Information)

- 1 . The Registrant agrees that the Point Provider will provide the Company with the Edy Number registered with the Point Provider, as well as his/her membership number designated by the Point Provider, for the purposes of registration for the use of the Services, replacement of the Point Provider, and termination of use.
- 2 . The Registrant agrees that the Company will provide the Point Provider with the Edy Number registered at the Company or at the Point Provider, his/her membership number designated by the Point Provider and the amount of points awarded by the Point Provider, for the purposes of registration for the use of the Services, replacement of the Point Provider, the termination of use and the provision of points by the Point Provider.
- 3 . In addition to the provisions of the preceding two paragraphs, in the event that a Registrant registers Rakuten, Inc. as the Point Provider for the Services, the Registrant shall agree to Rakuten Group's usage of the Registrant's personal

information (including information which has been provided to Rakuten Group by the Registrant for registration as a Rakuten member, information which has been registered in myRakuten, whether or not the Registrant possesses a Rakuten card, whether or not a bank account is held by the Registrant in Rakuten Bank, Ltd., history of usage of services by Rakuten Group and any other information related thereto) among its group companies within the scope of the Purpose of Utilization set forth in Rakuten Group's Privacy Policy (<http://privacy.rakuten.co.jp/>).

\* Rakuten Group shall mean the Group mentioned in the above Privacy Policy.

#### Article 10 (Disclaimer)

1. The Company bears no responsibilities for the integrity, accuracy or similar with regards to the points granted to the Registrant from the Point Provider. Additionally, any issues and/or troubles which may arise between the Registrant and the Point Provider shall be resolved directly between the parties.
2. The Company shall not be liable for any damages caused to the Registrant or third parties as a result of mistaken entries of registration details (entry of erroneous information, etc.) made by the Registrant.
3. The Company shall have the right to terminate the provision of all or part of the Services at any time and shall not be liable for any damages to the Registrant caused due to or in connection with such termination. Moreover, the Company shall not be liable for any damages caused due to or in connection with the revisions of this Policy, changes in details of the Services or delay in the provision of the Services.
4. Except for the case that Company is in breach of this Policy intentionally or by gross negligence, the Company shall not be liable for any damages caused to the Registrant due to or in connection with the provision of the Services.

#### Article 11 (Copyright)

All the intellectual property rights and copyrights relating to the Services belong to the Company or to the Point Providers and any acts such as duplication, distribution, transfer or lending of such information are prohibited by the law and treaties.

#### Article 12 (Revision or Termination of this Policy and the Services)

The Company may revise this Policy or the details of the Services, make changes with regard to the Point Provider(s) or terminate/suspend the Services without prior notice to the Registrant, in the event of unavoidable circumstances in the Company or the Point Provider(s). In such a case, the points shall be handled according to the rules

set forth by the Company or by the Point Provider.

(As of August 1, 2016)