

Terms and Conditions for *docomo Kouza*  
***(The English translation is for convenience only.)***

The services utilizing DOCOMO Kouza (Account) (the “Service”) offered by NTT DOCOMO, INC. (Kanto Local Finance Bureau Director, No. 00012, “DOCOMO”) are provided in accordance with this Terms and Conditions for *docomo Kouza* (the “Terms and Conditions”).

Article 1           Description of the Service

1. The Service which consists of services as set out in Article 3 is provided within Japan in accordance with the Terms and Conditions and other precautionary statements (the “Precautionary Statements”). No customer may use the Service unless the customer agrees to the terms of the Terms and Conditions and the Precautionary Statements.
2. A basic agreement (the “Basic Agreement”) consisting of the contents of the Terms and Conditions is concluded between DOCOMO and the customer at the time the customer agrees to the Terms and Conditions, by the method designated by DOCOMO, on the “agree” page for the Terms and Conditions provided by DOCOMO at the site designated by DOCOMO. The Terms and Conditions shall apply to the use of all of the Service at the time of the formation of the Basic Agreement.

Article 2           Definitions

In the Terms and Conditions, the following terms shall have the meanings as stated below. The meanings of terms not defined in the Terms and Conditions shall be as stated in the Precautionary Statements.

“Access Restriction Service” means an ancillary service of i-mode and sp-mode provided by DOCOMO which restricts access to certain web sites.

“Affiliated Store of DOCOMO Mobile Payment” means any person or entity which concludes a “DOCOMO Mobile Payment Affiliated Store Agreement” with DOCOMO.

“Amount Equivalent to Charge” means an amount equivalent to the Charge.

“Charge” means any charge or consideration of goods or services (including shipping cost, the amount of consumption tax and any and all costs, fees and charges necessary for purchasing goods or services) for which a Subscriber shall be obliged to pay pursuant to a sales agreement or a services agreement which the Subscriber and an Affiliated Store of DOCOMO Mobile Payment or DOCOMO have concluded, by using the Subscriber’s Compatible Mobile Device, through i-mode or sp-mode.

“Compatible Mobile Device” means a mobile device designated by DOCOMO for using the Service, into which has been inserted a FOMA Card or DOCOMO UIM Card.

“Customer” means a person who intends to use the Service in accordance with the

Terms and Conditions and the Precautionary Statements, and who has entered into a Basic Agreement with DOCOMO in accordance with Article 1-3.

“DCMX Card” means a credit card issued by DOCOMO.

“DOCOMO ID/Password” means an identification and a password assigned by DOCOMO to be used to identify a Subscriber when the Subscriber uses certain services provided by DOCOMO through web sites supporting “docomo login.”

“DOCOMO Kouza (Account)” means the account used for depositing funds for use in the Service and for making payments and receiving remittances.

“DOCOMO Kouza (Account) No.” means number issued for use of the Service that identifies the Customer.

“DOCOMO Mobile Payment” means the service provided to Subscribers by DOCOMO in accordance with the General Terms and Conditions and the Terms and Conditions of i-mode or the Terms and Conditions of sp-mode which enables Subscribers to complete the payment by paying the Amount Equivalent to Charge to DOCOMO instead of paying the Charge to an Affiliated Store of DOCOMO Mobile Payment.

“DOCOMO UIM Card” means a card lent by DOCOMO to a Subscriber which stores the Subscriber Identification Number and other information of the Subscriber.

“FOMA Agreement” means an agreement for which DOCOMO provides FOMA service in accordance with the General Terms and Conditions for FOMA Service.

“FOMA Card” means a card lent by DOCOMO to a Subscriber which stores the Subscriber Identification Number and other information of the Subscriber.

“General Terms and Conditions” means the General Terms and Conditions for FOMA Service and the General Terms and Conditions for Xi Service.

“General Terms and Conditions, etc.” means the General Terms and Conditions and the Precautionary Statements.

“General Terms and Conditions for FOMA Service” means the general terms and conditions for the provision of FOMA service that is stipulated by DOCOMO.

“General Terms and Conditions for Xi Service” means the general terms and conditions for the provision of Xi service that is stipulated by DOCOMO.

“i-mode” means the function incidental to FOMA service or Xi service, etc. offered by DOCOMO as a service that enables Receipt via the i-mode Center information previously designated or information that is selected.

“i-mode Agreement” means an agreement for which DOCOMO provides i-mode service in accordance with the General Terms and Conditions and the Terms and Conditions of i-mode service.

“Message R” means an e-mail service provided by DOCOMO as a part of i-mode and sp-mode.

“Network PIN” means a four-digit personal identification number set by the Customer for confirming the Customer’s identity when the Customer follows procedures to use the Service.

“Phone Number Keeping” means a service provided by DOCOMO upon request of a Subscriber which temporarily suspends the provision of FOMA service or Xi service to the Subscriber during a specific period of time.

“Recipient” means a person designated as the party to receive the Remittance Amount by the Sender.

“Remittance Amount” means the amount of money the Sender requests to be transferred to the Recipient using the Service.

“Remittance Amount, etc.” means the sum of the Remittance Amount and any charges associated with the remittance.

“Sender” means a person who requests DOCOMO to make a remittance to a Recipient or a person designated by DOCOMO (including DOCOMO being a Sender).

“sp-mode” means the function incidental to FOMA service or Xi service, etc. offered by DOCOMO as a service that enables Receipt via the sp-mode Center information previously designated or information that is selected.

“sp-mode Agreement” means an agreement for which DOCOMO provides sp-mode service in accordance with the General Terms and Conditions and the Terms and Conditions of sp-mode service.

“Subscriber” means a person who has entered into a FOMA Agreement or Xi Agreement with DOCOMO.

“Subscriber Identification Number” means a number designated by DOCOMO in order to identify the Subscriber.

“Xi Agreement” means an agreement for which DOCOMO provides Xi service in accordance with the General Terms and Conditions for Xi Service.

“2 in 1” means a service provided by DOCOMO which enables a Subscriber to use two different mobile phone numbers with only one FOMA Card.

“2 in 1 Agreement” means an agreement for which DOCOMO provides 2 in 1 in accordance with the General Terms and Conditions for FOMA Service.

### Article 3           Details of the Service

1. Under the Terms and Conditions the Customer may use all of the Service described below in accordance with DOCOMO’s designated conditions and methods. A Compatible Mobile Device is required for using the Service.
  - (1) Request remittances to other Subscribers or other third parties designated by DOCOMO (the “Remittance”)
  - (2) Receive money remitted according to (1) above (the “Receipt”)
  - (3) Pay into a bank account designated by the Customer money in a DOCOMO Kouza (Account) (the “Transfer”)
  - (4) Register electronic data for paying monthly charges, including basic charges, call charges, communication charges and information charges of DOCOMO

with money in a DOCOMO Kouza (Account) (the “Prepaid Registration”)

- (5) Make payment of an Amount Equivalent to Charge by debiting funds from a DOCOMO Kouza (Account) to DOCOMO (the “DOCOMO Kouza (Account) Payment”)
  - (6) Make payment of charges for the VISA Prepaid Service by debiting funds from a DOCOMO Kouza (Account) to DOCOMO (The details of the VISA Prepaid Service shall be set forth in the “Special Conditions for VISA Prepaid Service”.)
2. The Customer may confirm the progress or results of the Service used and the status of its DOCOMO Kouza (Account) deposits and transfers at the web site designated by DOCOMO.
  3. The normal performance period for the Service can be found in the Appendix.

#### Article 4            Conditions of Use

1. A Customer may not use the Service if any of the following events occur:
  - (1) The Customer has applied for the Service according to any method other than the method designated by DOCOMO.
  - (2) The Customer has not entered into a FOMA or Xi agreement with DOCOMO.
  - (3) The name on the FOMA or Xi agreement is that of a corporate entity.
  - (4) The Customer has not entered into the i-mode Agreement or the sp-mode Agreement.
  - (5) An item of Article 5-1 applies to the Customer or DOCOMO suspects that an item of the said Article may apply.
  - (6) The Customer cannot agree to Article 8-5 or has withdrawn agreement thereto.
  - (7) DOCOMO cannot identify the information of the Customer required under applicable laws.
  - (8) The Customer cannot make other application according to the criteria established by DOCOMO.
2. A Customer whose remittance and receipt settings are set to the “deny setting” as set forth below according to methods designated by DOCOMO will not be able to use the Service set the “deny setting” until that setting is canceled through a service desk designated by DOCOMO.
  - (1) “Deny setting” of the Remittance Service (a Customer may not use the Remittance.)
  - (2) “Deny setting” of the Receipt (a Customer may not use the Receipt)
  - (3) “Deny setting” of the Service and the DOCOMO Kouza (Account) (a Customer may not to use any Service.)

(4) “Deny setting” of the DOCOMO Kouza (Account) Payment

(a Customer may not use the DOCOMO Kouza (Account) Payment.

3. In addition to the circumstance stated in Article 4-2, the Customer shall not be able to use the Remittance when access restriction services have been requested (however, this excludes when the site of the Service can be viewed by customizing the access settings). Furthermore, The Customer shall enable the Receipt of Message R when they use the Service.
4. The Customer who is under 20 years old may not use the Remittance unless they apply for use of the Remittance at a service desk designated by DOCOMO. In such case, the applicant shall submit a letter of consent from a parent or guardian and complete other application procedures according to methods designated by DOCOMO.
5. In addition to conditions stated in Article 4-1 to 4-4, the Customer may not use the Remittance for making a combined payment of a Remittance Amount, etc. together with the payment of mobile telephone charges if any of the following events occur:
  - (1) When the Customer has designated a credit card other than the DCMX Card for the payment of monthly mobile telephone charges
  - (2) When the time period designated by DOCOMO has not yet lapsed following the conclusion of the FOMA or Xi agreement
  - (3) When the Customer intends to use the Remittance Service for the purpose of obtaining cash.
  - (4) In addition to the above, when the Customer is not able to use the Service according to standards set forth by DOCOMO, including conditions of payment of mobile telephone charges, etc.
6. The limit on the respective amounts and number of times deposits or remittances to DOCOMO Kouza (Account), Receipts, Transfers, Prepaid Registration and DOCOMO Kouza (Account) Payment may be made shall be as set out in the Appendix. The Customer who exceeds an amount limit or the frequency limit of the aforementioned transactions will not be able to perform transactions using the Service.
7. The Service is provided only within Japan and may not be used overseas. DOCOMO shall deem all transactions made by Customers using the Service to have been conducted within Japan. However, if it is determined that the Customer has accessed the Service from overseas, DOCOMO reserves the right to cancel any transactions made at that time. Furthermore, DOCOMO will charge any packet communications charges arising from access from overseas according to DOCOMO’s overseas schedule of charges.

Article 5 Exclusion of Antisocial Influences

1. The Customer shall represent and warrant that: none of the following applies and will apply to the Customer; and the Customer does not and will not have an association with any of the followings.

- (1) Organized crime group
  - (2) Enterprise related to a crime syndicated
  - (3) Sokaiya (Fixers of stockholder's meetings)
  - (4) Socially- or politically-branded racketeering activities
  - (5) Organized special intellectual crime group
  - (6) Other groups or activities corresponding to any of the above
2. The Customer shall acknowledge that the Customer will not personally engage in nor use a third party to engage in any of the following activities:
- (1) Threatening demands or behavior
  - (2) Inappropriate demands or behavior that exceed legal responsibility
  - (3) Use of threatening words or behavior or acts that resort to violence in regard to business transactions
  - (4) Acts that resort to the spread rumors or the use of fraud or force to damage the trust in DOCOMO or obstruct DOCOMO's business operations
  - (5) Other acts that correspond to any of the above

#### Article 6           Matters to be Confirmed

The Customer shall confirm and acknowledge the matters stated below prior to use of the Service:

- (1) The Service differs from foreign exchange transactions conducted by banks, etc.
- (2) The Service is not a vehicle for receiving deposits, savings, or fixed-term installment savings, etc.
- (3) The Service is not a vehicle for payment of insurance benefits provided for in Article 53 of the Deposit Insurance Act or Article 55 of the Agricultural and Fishery Cooperatives Savings Insurance Act.
- (4) For the protection of users, DOCOMO has established preservation measures pursuant to the Act Concerning Settlement of Funds (the "Funds Settlement Act") by entering into an agreement for the preservation of a performance guarantee deposit with Mizuho Bank, Ltd.
- (5) The rights relating to funds entrusted by Customers are protected by a performance guarantee deposit system under the Settlement of Funds Act.
- (6) The occurrence, attribution, and extinction of rights to receive a refund in execution of rights procedures in regard to the performance guarantee deposit pursuant to Article 59 of the Settlement of Funds Act are as stated below:
  - The rights of the Customer occur at the time a deposit the Customer makes into a DOCOMO Kouza (Account) (the "Remittance Funds") for

use in the Remittance is confirmed by DOCOMO.

- Rights pass from the Sender to the Recipient at the time the Recipient receives a remittance forwarded according to a method designated by DOCOMO when a remittance, etc. is forwarded from the balance of a DOCOMO Kouza (Account) according to payment methods.
- Rights of the Sender occur at the time DOCOMO receives a remittance forwarded by the Sender according to methods designated by DOCOMO when the Sender is forwarding a remittance, etc. using the method of payment for paying a remittance, etc. together with mobile telephone charges, and the rights pass from the Sender to the Recipient at the time the Recipient receives the remittance according to a method designated by DOCOMO.
- The rights of the Customer or other third party designated by DOCOMO pursuant to Article 3-1-1 (the “Designated Party”) are extinguished on the day of the scheduled transfer of funds to the bank account when the Customer or the Designated Party makes a Transfer from a DOCOMO Kouza (Account) to a bank account. However, the rights of the Customer or the Designated Party arise following the extinguishment of the Customer’s or the Designated Party’s rights when it becomes clear that the aforementioned Transfer is not possible
- The rights of the Customer are extinguished at the time the Customer completes procedures of a Prepaid Registration according to designated procedures of DOCOMO when the Customer makes a Prepaid Registration.
- The rights of the Customer are extinguished at the time the Customer has concluded a sales agreement or a services agreement with an Affiliated Store of DOCOMO Mobile Payment or DOCOMO, selected the DOCOMO Mobile Payment and the DOCOMO Kouza (Account) Payment for the Charge, the individual agreement set forth in Article 11-6 has been concluded and the Customer has completed payment for the Amount Equivalent to Charge when the Customer use the DOCOMO Kouza (Account) Payment.
- The rights of the Customer or the Designated Party are extinguished at the time procedures for returning funds to the Customer or the Designated Party are completed according to designated procedures of DOCOMO when the balance of funds in the Customer’s or the Designated Party’s DOCOMO kouza (Account) is being returned to the Customer upon the cancellation, etc. of the Service

## Article 7          Remittance

1. When a Sender makes a remittance request, the Sender shall follow remittance request procedures according to methods designated by DOCOMO. In such case, the Sender will accurately enter and confirm the Remittance Amount and the

Recipient's mobile telephone number or DOCOMO Kouza (Account) No., etc. according to operating procedures indicated on the mobile device screen. DOCOMO shall consider the details entered as the request details. DOCOMO will not accept any responsibility for losses arising from details entered when the Customer makes an error in the entry of the request details.

2. When DOCOMO confirms in its computer system details of the remittance request and details stated in Article 8-2, an individual Remittance agreement shall be concluded. Upon the formation of the individual agreement, the Sender shall be obliged to pay the Remittance Amount, etc. to DOCOMO in accordance with Article 8. When the individual agreement is concluded, DOCOMO will send a notice of the completion of procedures (request details) to the Sender through a Message R.
3. When an individual agreement for a Remittance is established, or DOCOMO or a third party designated by DOCOMO make a remittance, DOCOMO will notify the Recipient regarding the Receipt of the Remittance Amount through a Message R, or by other method designated by DOCOMO. Provisions of Article 9 shall apply in regard to the Receipt.
4. No changes may be made to the request details once an individual agreement is concluded. The Sender may cancel the remittance request according to procedures designated by DOCOMO only prior to Receipt of the remittance by the Recipient. However, the remittance may not be canceled after the Recipient has selected to receive it.
5. In the case where DOCOMO or a third party designated by DOCOMO is a Sender, this Article 7 other than Article 7-3 shall not apply.

#### Article 8 Method of Payment of Remittance Funds, etc.

1. When a Sender uses the Remittance the Sender shall pay the Remittance Amount, etc. to DOCOMO either by paying from the balance of a DOCOMO Kouza (Account) or making a combined payment of the Remittance Amount, etc. together with payment of mobile telephone charges.
2. Matters which need to be confirmed when making a remittance as stated in Article 7-2 are as follows:
  - (1) When the Customer elects to pay the Remittance Amount, etc. from the DOCOMO Kouza (Account), the balance in the DOCOMO Kouza (Account) must be no less than the amount of the remittance, etc. to be made.
  - (2) When the Customer elects to make a combined payment of the Remittance Amount, etc. together with mobile telephone charges, it must be possible to use that method of payment for the said transaction.
3. When payment of the Remittance Amount, etc. is to be made from the balance of the DOCOMO Kouza (Account), the Remittance Amount, etc. will be deducted from the balance of the DOCOMO Kouza (Account).



4. The Customer will make a deposit at convenience-stores designated by DOCOMO, use “Pay-easy” or use other methods designated by DOCOMO for depositing the Remittance Funds into the DOCOMO Kouza (Account). When depositing the Remittance Funds into the DOCOMO Kouza (Account), the Customer will also pay service charges as stated in the Appendix. The deposit of the Remittance Funds into the DOCOMO Kouza (Account) shall be limited to the funds for the Service. The Customer who encounters any problem using Pay-easy shall resolve such problem with the financial institution used by the Customer.
5. When DOCOMO receives the Remittance Funds from the Customer, the Customer agrees to receive provision of the details thereof (the “Receipt Details”) by an electronic method in place of a written receipt issued by DOCOMO in accordance with Article 30-1 of the Cabinet Office Regulations concerning Agents’ Transfer of Funds.
6. As the electronic method of notice stated in the preceding Paragraph, the Company will send a Message R addressed to the customer that states the receipt details. If the customer requests the issue of a receipt in writing no later than three (3) months after the transmission of the Message R to the customer, the Company shall issue a written receipt according to prescribed methods.
7. The DOCOMO Kouza (Account) does not accrue interest. Furthermore, once the Remittance Funds are deposited into a DOCOMO Kouza (Account), service charges stated in Article 10 apply when the Remittance Funds are paid out.
8. DOCOMO will invoice the Remittance Amount, etc. arising from a remittance made by the Sender using the combined method of payment of the said Remittance Amount, etc. together with the mobile phone charges in the month following the month in which the day of the receipt of the said remittance by the Recipient falls. At the same time, DOCOMO will invoice service charges associated with the FOMA or Xi agreement, etc. (for Customers who use the DCMX Card to pay other charges associated with the FOMA or Xi agreement, etc., the Remittance Amount, etc. will be charged to the DCMX Card account and invoiced together with other charges associated with the FOMA or Xi agreement, etc). The Sender shall pay to DOCOMO the Remittance Amount, etc. together with other charges associated with the FOMA or Xi agreement by a method designated by DOCOMO.
9. The Customer shall acknowledge and agree that if the Sender cancels a remittance request or the Recipient fails to accept the said remittance the service charges for such transactions shall not be refunded.
10. In the case where DOCOMO or a third party designated by DOCOMO is a Sender, this Article 8 shall not be applicable.

#### Article 9            Receipt of the Remittance

1. Upon receipt of the notice stated in Article 7-3, when the Recipient selects “receive” according to a method designated by DOCOMO (including when the automatic “receive” setting is preset) and an individual agreement with DOCOMO is concluded, DOCOMO will in principle promptly deposit the Remittance Amount

into the DOCOMO Kouza (Account) of the Recipient.

2. Once the Recipient selects the method of receipt, the Recipient may not change or cancel the method of Receipt or cancel Receipt of the remittance.
3. When any of the following events occur, the Recipient may not receive the Remittance Amount.
  - (1) When the Sender cancels the remittance request
  - (2) When the Recipient selects the “not accept” option
  - (3) When DOCOMO’s deadline for receipt of the remittance lapses after notifying the Recipient of Receipt of the Remittance Amount
  - (4) When making remittances is not permitted under provisions of the Terms and Conditions

#### Article 10          Transfer

1. When the Customer intends to make a Transfer, the Customer shall follow procedures of the Transfer according to methods designated by DOCOMO. In such case, the Customer shall correctly enter details and confirm the said entry details, such as the name of the financial institution, bank account number, and the amount of the Transfer, etc. according to operating procedures indicated on the mobile device screen. DOCOMO shall consider the details entered as the request details. DOCOMO shall not be responsible for any losses arising from details entered when the Customer makes an error in the entry of the request details.
2. When DOCOMO has confirmed details of the Transfer request through its computer system and has determined that the DOCOMO Kouza (Account) balance exceeds the total of the transfer amount and the service charges, DOCOMO will complete receipt of the Transfer and will notify the Customer of the completion of the receipt thereof (request details) by sending a Message R to the Customer.
3. When receipt of the Transfer by DOCOMO is completed, DOCOMO will deduct the total amount of the Transfer and services charges from the Customer’s DOCOMO Kouza (Account) and send a notice of the Transfer of funds to the financial institution designated. DOCOMO will send a transfer notice according to DOCOMO’s designated methods on a business day of DOCOMO. The processing of the deposit by the bank will be on the bank’s business day following the day of receipt of the transfer notice.
4. If for some reason the funds forwarded to the bank are not deposited into the Customer’s deposit account despite the accuracy of the request details, the Customer will immediately make an inquiry to DOCOMO. DOCOMO will then conduct an investigation including making an inquiry at the financial institution to which the Transfer was made and will report the results to the Customer.
5. If there is an inquiry from the financial institution regarding the Transfer notice sent to the financial institution by DOCOMO, DOCOMO may make an inquiry to the Customer regarding the request details. In such case, the Customer will give a prompt reply. If DOCOMO does not receive a reply from the Customer within a

reasonable period, or if DOCOMO receives an inappropriate reply, DOCOMO will not be responsible for any losses arising as a consequence.

6. After the receipt of the Transfer is completed, the Customer may not change or cancel the request details.
7. If the Transfer is not possible, DOCOMO will notify the Recipient to that effect according to the method designated by DOCOMO and the Remittance Amount that could not be transferred will be returned to the Recipient's DOCOMO Kouza (Account). Even when a Transfer cannot be completed, service charges still apply.
8. Even when provision of the Service is temporarily suspended in accordance with Article 19, even when provision of the Services is terminated or suspended in accordance with Article 20, or even when the Basic Agreement expires or is terminated in accordance with Article 21, any request for Transfer for which receipt thereof has been completed shall remain valid. However, when provisions of Article 19-1(3) to (6) apply, DOCOMO may temporarily suspend or may not accept the said Transfer. In such case, service charges for the Transfer for which receipt has been completed will apply.

#### Article 11          Prepaid Registration and DOCOMO Kouza (Account) Payment

1. When the Customer intends to make a Prepaid Registration, the Customer shall follow the Prepaid Registration procedures according methods designated by DOCOMO. In such case, the Customer will correctly enter details and confirm the said entry details, such as the Registration amount, etc. according to operating procedures indicated on the mobile device screen. DOCOMO shall consider the details entered as the request details. DOCOMO shall not be responsible for any losses arising from details entered when the Customer makes an error in the entry of the request details.
2. When DOCOMO confirms in its computer system details of the registration request, and determines that the DOCOMO Kouza (Account) balance exceeds the registered amount, an individual Prepaid Registration agreement shall be concluded. Upon the formation of the individual agreement, DOCOMO will send a notice of the completion of procedures (request details) to the Customer through a Message R. After an individual Prepaid Registration agreement is conclude, the request details may not be changed or canceled.
3. When an individual Prepaid Registration agreement is concluded, DOCOMO will deduct the registered amount from the balance of the Customer's DOCOMO Kouza (Account), grant electric date of the such Prepaid Registration (the "Prepaid Registration Amount") Mobiler's Checks to the Customer and proceed with registration for allocation of the funds.
4. The method of appropriation and details of the period of validity, etc. of the Prepaid Registration Amount shall be according to the General Terms and Conditions, etc.
5. When the Customer intends to use the DOCOMO Kouza (Account) Payment, the Customer shall follow the procedures of the DOCOMO Kouza (Account) Payment in accordance with methods designated by DOCOMO. In such case, the Customer

shall confirm the Amount Equivalent to Charge in accordance with operational procedures indicated on the screen of the Compatible Mobile Device, etc. DOCOMO will deem the Amount Equivalent to Charge indicated to be the request of the Customer. DOCOMO will not be responsible for any losses arising from false request of the Customer.

6. When DOCOMO confirms by its computer system the contents of the DOCOMO Kouza (Account) Payment request, and determines that the DOCOMO Kouza (Account) balance exceeds the Amount Equivalent to Charge, an individual agreement for the DOCOMO Kouza (Account) Payment shall be concluded. Upon the formation of the individual agreement, DOCOMO will send a completion notice (request) to the Customer by a Message R. After an individual agreement for the DOCOMO Kouza (Account) Payment is concluded, the request may not be changed or canceled.
7. Upon conclusion of an individual agreement for the DOCOMO Kouza (Account) Payment, DOCOMO will deduct the Amount Equivalent to Charge from the balance of the Customer's DOCOMO Kouza (Account) and make payment of the Amount Equivalent to Charge.
8. The details of the DOCOMO Mobile Payment shall be set forth in the "Terms and Conditions of i-mode" or the "Terms and Conditions of sp-mode".

#### Article 12 Service Charges

When the Customer makes a deposit, remittance, Receipt, transfer, Prepaid Registration or DOCOMO Kouza (Account) Payment the Customer will pay the service charges stated in the Appendix according to methods stated by DOCOMO. In addition, the Customer will pay for charges associated with the FOMA Agreement or the Xi Agreement, etc. required for using the Service.

#### Article 13 Transfers of Receivables, etc.

1. The Customer, except for Customers designated by DOCOMO, shall accept that DOCOMO may transfer receivable against the Customer to a third party designated by DOCOMO (the "Transferee"). In this case, DOCOMO and the Transferee may not provide the Customer with the individualized notice or request for acceptance of transfer of receivables.
2. In the case stated in Article 13-1, the Subscriber shall agree that DOCOMO may provide the Transferee with the name, the address, the Subscriber Identification Number and other information of the Customer (to the extent necessary for Transferee collecting receivables against the Customer and to the extent determined by DOCOMO) and the account number, the credit card number and other information of the Customer (to the extent necessary for Transferee collecting receivables against the Customer and to the extent determined by DOCOMO).
3. The Customer shall preliminarily acknowledge that the Transferee may provide DOCOMO with

the information on the claims assigned to the Transferee stated in Article 13-1(which is the information on the payment status to the Transferee and is decided by DOCOMO).

#### Article 14 Designation of Appropriation

The Customer shall agree that when payment to DOCOMO from the Customer is not enough to extinguish in full the Customer's obligations to DOCOMO, DOCOMO may allocate funds received in the order it deems appropriate.

#### Article 15 Interest on Arrears

When the Customer fails to meet payment obligations to DOCOMO in relation to the Service by the due date, the Customer will pay interest at a rate of 14.5% per year on arrears of the outstanding balance from the day following the payment due date until the day prior to the date payment is received.

#### Article 16 Obligation to Manage the Network PIN and the DOCOMO ID/Password

1. The Customer is required to enter its Network PIN, or its Network PIN and its DOCOMO ID/Password to confirm its identity when the Customer uses the Service.
2. When various procedures designated by DOCOMO are performed following the entry of Network PIN, or its Network PIN and its DOCOMO ID/Password from a Compatible Mobile Device, DOCOMO assumes that the said procedures are being performed by the Customer.
3. The Customer shall manage its Network PINs and/or its DOCOMO ID/Password with adequate care so that they remain confidential. When setting the Network PIN, the Customer shall avoid the use of numbers that can be easily inferred by others, such as date of birth or telephone number. The Customer shall also change its Network PIN periodically.

#### Article 17 Management of Compatible Mobile Device, etc.

1. The Service may be used only by the Customer, and the Customer may not allow third parties to use the Service.
2. Customers should take adequate care in devising various measures to prevent various forms of inappropriate use of their Compatible Mobile Device, etc. including using the lock function of the Compatible Mobile Device and other security functions to bar third parties from accessing the Service.
3. DOCOMO may make inquiries to the Customer when DOCOMO becomes aware of the possibility that the Service are being inappropriately used by a third party or have been used inappropriately by a third party.
4. Even if DOCOMO does not make an inquiry to the Customer as stated in Article

16-3, when the Customer suspects any inappropriate use of the Service including use of the Service the Customer is unaware of, the Customer will immediately report such matter to DOCOMO.

5. In cases stated in Article 16-3 or when there is a report from the Customer in accordance with Article 16-4, DOCOMO may take precautionary measures such as terminating the Service or suspending the Service temporarily.

#### Article 18 Procedures for Dealing with Loss and Theft, etc.

1. If the Customer loses the Compatible Mobile Device, etc. as a result of loss, theft, deception or embezzlement (collectively, the “Loss or Theft, etc.”), the Customer will immediately notify DOCOMO and the nearest police station to that effect. The Customer may be asked to provide notice in writing to DOCOMO. The Customer will also take measures required by DOCOMO including the application of remote locking and other measures according to functions available on the Compatible Mobile Device, etc.
2. Even when the Customer’s Compatible Mobile Device is inappropriately accessed by another party due to the Loss or Theft, etc., the Customer shall be obliged to pay for any remittances, transfers, Amount Equivalent to Charge or service charges, etc. arising prior to notification of DOCOMO in accordance with provisions of the preceding Paragraph and completion of measures to suspend access to the Service.

#### Article 19 Temporary Suspension of Service

1. DOCOMO may without prior notice suspend the Service in whole or in part when any of the following events occur:
  - (1) When a routine check or upgrade of the equipment or systems for providing the Service is undertaken on a periodic or emergency basis
  - (2) When continuation of provision of the Service is difficult due to power outages or a force majeure
  - (3) When DOCOMO becomes aware of a possibility of the misuse of the Service or a possibility that the Service have been misused, or when DOCOMO becomes aware of a possibility that the Service are being used or may have been used unlawfully, or for purposes clearly offensive to public order and morals
  - (4) When the Customer has violated the Terms and Conditions and the Precautionary Statements
  - (5) When DOCOMO deems that any of the matters stated in Article 5-1 applies to the Customer or the Customer has committed any act corresponding to any of those stated in Article 5-2, or when DOCOMO deems the Customer has made a false statement concerning a pronouncement or affirmation pursuant to provisions of Article 5, or DOCOMO suspects any of the aforementioned

- (6) In addition to any of the above, when DOCOMO deems suspension of provision of the Service is necessary
2. In addition to matters stated in the preceding Paragraph, DOCOMO may on the basis of a technical or business decision temporarily suspend provision of the Service by giving the Customer prior notice.
3. DOCOMO shall not in any way be responsible for any damages or disadvantage caused to the Customer or a third party as a result of the temporary suspension of the Service as stated in the preceding Paragraph unless there is willful intent or gross neglect on the part of DOCOMO.

Article 20 Termination of Provision of the Service or Termination at the Customer's Request

1. When any of the following events occur to the Customer or when for any other reason DOCOMO deems continuation of provision of the Service to the Customer is difficult, DOCOMO may without prior notice or warning terminate in whole or in part the Basic Agreement and procedures and terminate provision of the Service to the Customer.
  - (1) When payment of the service charges has not been received by the payment date
  - (2) When DOCOMO deems it necessary to terminate provision of the Service when any of the provisions stated in Article 18-1(3) to 1(6) applies.
2. When the Customer wishes to terminate the Service, the Customer will follow the procedures for cancellation according to the designated method. Termination procedures will not be taken when there is a balance remaining in the Customer's DOCOMO Kouza (Account). When the Service is terminated, the Basic Agreement between the Customer and DOCOMO will terminate and DOCOMO will cease to provide the Service to the Customer.
3. The Customer shall not be relieved of any payment obligations equivalent to any Remittance Amount, etc. owed by the Customer prior to termination or suspension of provision of the Service nor shall the Customer be relieved of any other existing obligation to DOCOMO even after termination or suspension of the Service.

Article 21 Termination of the Basic Agreement

1. In addition to Article 20, when the Customer ceases to fulfill the conditions of use stated in Article 4, when the Service are abolished in their entirety, when there is a name change in or successor to the FOMA or Xi agreement, when a "2-in-1" agreement is concluded to make the mobile telephone the B number, when the setting on use of the Service is set to "deny," in accordance with DOCOMO's designated methods, or when the Customer applies to have the telephone number archived, the Terms and Conditions shall be terminated as a matter of course.
2. Notwithstanding the Article 20-1, if the Customer enters in to i-mode or sp-mode agreement during a period designated by DOCOMO after the termination of its

i-mode Agreement or sp-mode Agreement, the Basic Agreement between the Customer and DOCOMO shall not be terminated.

3. In addition to Article 20-1, if the Customer has a balance in its DOCOMO Kouza (Account) when the Basic Agreement expires or is terminated, DOCOMO will refund the balance to the Customer in accordance with methods designated by DOCOMO. However, DOCOMO may suspend the said refund in accordance with laws and ordinances or a directive from a government agency when Article 18-1(3) or (5) applies. If the Customer has obligations to DOCOMO that have fallen due, DOCOMO may offset or appropriate for settlement of the said obligations the balance of the DOCOMO Kouza (Account) according to methods designated by DOCOMO.

## Article 22 Force and Effect of Individual Agreements

1. Even when provision of the Service is temporarily suspended in accordance with Article 19, when provision of the Service is terminated or suspended in accordance with Article 20, or when the Basic Agreement is terminated in accordance with Article 20, individual agreements that have already been concluded shall remain in force. However, when any of the following events occurs after a Sender makes a request for a remittance and before the Recipient receives it, the said remittance request shall automatically be canceled if any of the following events occurs. Even in such cases, service charges will apply.
  - (1) When the FOMA or Xi agreement expires or is terminated and a period designated by DOCOMO has passed
  - (2) When the i-mode agreement expires or is terminated
  - (3) When there is a name change in the FOMA or Xi agreement or the FOMA or Xi agreement is taken over by another party
  - (4) When a 2-in-1 agreement is concluded to make the Sender's mobile phone number a B number is signed
  - (5) When the Service is terminated
  - (6) When the "deny" setting for use of the Service is selected
  - (7) When a request has been made to archive the telephone number
  - (8) When provisions of Article 19-1(3) to (6) apply
2. A Sender's remittance request shall remain in force when any event in the provisions of the preceding Paragraph occurs after the Recipient receives the remittance.

## Article 23 Abolition, Amendment or Addition of Service

DOCOMO may abolish or amend the provision of the Service in whole or in part or may add to the Service. In such case, DOCOMO will give Customers prior notice or will make a public announcement to that effect in a manner deemed appropriate by DOCOMO.



Article 24 Handling of Personal Information

DOCOMO shall handle personal information it obtains for provision of the Service in accordance with the “Privacy Policy Concerning Customer Information” established separately and the “Rules for the Handling of Personal Information” appended herewith.

Article 25 Liability concerning the Service

1. DOCOMO accepts no responsibility for Customer damages arising in relation to the Service except where stated in the General Terms and Conditions, etc. or in cases of willful intent or gross neglect on the part of DOCOMO.
2. When a query, complaint, conflict or other matter arises between a Customer and another Customer or a third party when using the Service, Customers shall resolve the said conflict, etc. at their own responsibility and DOCOMO shall accept no responsibility in such matters.

Article 26 Amendment to the Terms and Conditions

DOCOMO may amend the Terms and Conditions by making known beforehand on DOCOMO website (including the i-mode or sp-mode website) the details of the Terms and Conditions following amendment and, after such notice, the Terms and Conditions following amendment shall apply. The User Agreement at the time of procedures shall apply to all procedures undertaken prior to amendment of the Terms and Conditions.

Article 27 Notification of Adult Guardian

1. When support, assistance or guardianship has been initiated under a family court, the Customer shall immediately notify DOCOMO in writing of the name of the adult guardian and any other necessary details.
2. When a supervisor of a guardian has been appointed by a decision of a family court, the Customer will immediately notify DOCOMO in writing of the supervisor’s name and any other necessary details.
3. Even when a decision for commencement of support, assistance or guardianship has already been received or supervisor of a guardian has been appointed, the Customer will immediately give notice to DOCOMO in writing accordingly as stated above.
4. In the event of cancellation or amendment of provisions of the notices stated in the preceding paragraph, the Customer will notify DOCOMO accordingly.
5. DOCOMO accepts no responsibility for any damages arising prior to notification stated in the preceding paragraph.

Article 28 Prohibition of Transfer of Rights

Customer rights under the Service may not be transferred, succeeded, loaned or pledged

to a third party without the prior consent in writing of DOCOMO.

#### Article 29      Governing Law

The validity, performance and interpretation of the Terms and Conditions shall be governed by the laws of Japan.

#### Article 30      Court of Jurisdiction

The Tokyo District Court shall be the court of jurisdiction in the first instance in any legal action relating to the Terms and Conditions or the Service.

#### Article 31      Inquiries

Customers may make inquiries concerning the Service including complaints and consultation at the offices and centers shown below.

Name: DOCOMO Information Center

Address: 5-24-3 Sendagaya, Shibuya-ku, Tokyo and other locations

Telephone: When calling from a DOCOMO mobile phone: 151 (toll free call)

When calling from any other phone: 0120-800-000

Hours: 09:00 – 20:00

Customers are invited to express their opinions and make inquiries.

Name: Customer Consultation Office

Address: 2-11-1 Nagata-cho, Chiyoda-ku, Tokyo

Telephone: 03-5156-3030 (Charges apply)

Hours: 10:00 – 18:00 (Excluding Saturdays, Sundays, Public Holidays, and end of year and New Year holidays)

#### Article 32      Measures for Addressing Complaints and Conflict Resolution Pursuant to the Funds Settlement Act

Customers may contact the following organizations to in regard to complaints and conflict resolution in relation to funds transfer operations handled by DOCOMO.

(1) Addressing Complaints

Japan Payment Service Association (03-3219-0628)

(2) Dispute Resolution

Dispute Resolution Center, Tokyo Bar Association (03-3581-0031)

Center for Arbitration, Daiichi Tokyo Bar Association (03-3595-8588)  
Center for Arbitration, Daini Tokyo Bar Association (03-3581-2249)

Supplementary Provisions

The Terms and Conditions is effective from October 1, 2013.

Established: May 27, 2011

Revised: August 27, 2011

Revised: December 7, 2011

Revised: March 29, 2012

Revised: October 1, 2012

Revised: April 1, 2013

Revised: June 11, 2013

Revised: July 1, 2013

Revised: October 1, 2013

NTT DOCOMO, INC.

« Attachment »

Normal Performance Period for the Service

- Transferring the Remittance Amount to a DOCOMO Kouza (Account)

After the Recipient has selected to receive the Remittance Amount by a method designated by DOCOMO, the Remittance Amount will be immediately deposited into the Recipient's DOCOMO Kouza (Account).

- Prepaid Registration

Once an order to make the Prepaid Registration has been received from the Recipient, the requested amount will be allocated to the Prepaid Registration Amount immediately.

- Transfer to a financial institution account from a DOCOMO Kouza (Account)

| Time of transfer request              | Expected deposit day                             |
|---------------------------------------|--|
| From Midnight to 12 PM on weekdays    | 1 business day after the transfer                |
| From 12 PM to Midnight on weekdays    | 2 business days after the transfer               |
| Saturdays, Sundays or public holidays |  |
| Year end, New Year                    | Will be notified on the i-mode and sp-mode site. |

• DOCOMO Kouza (Account) Payment

Payment of the Amount Equivalent to Charge to DOCOMO shall be completed immediately after the Customer has concluded a sales agreement or a services agreement with an Affiliated Store of DOCOMO Mobile Payment or DOCOMO, selected the DOCOMO Mobile Payment and the DOCOMO Kouza (Account) Payment for Charge, the individual agreement set forth in Article 11-6 has been concluded, and the Customer has completed payment for the Amount Equivalent to Charge.

[Maximum Amounts Permissible]

|                                      |                               |   |
|--------------------------------------|-------------------------------|---|
| DOCOMO Kouza (Account)               |                               | [Acceptance limit* <sup>1</sup> ] JPY 500,000   |
| Depositing to DOCOMO Kouza (Account) | Use “Pay-easy”                | [Maximum amount for a single deposit]<br>Up to JPY 100,000<br>[Max. number of deposits] 5/month   |
|                                      | Deposit at convenience-stores | [Maximum amount for a single deposit]<br>Up to JPY 100,000<br>[Max. number of deposits] No limits |
| Remittance                           | Pay with mobile phone charges | [Remittable limit * <sup>2</sup> ] JPY 10,000 or 20,000 in total* <sup>3</sup>                    |
|                                      | From a DOCOMO Kouza (Account) | [Remittable amount] JPY 200,000/month in total  |
| Receipt of Remittance Amount         |                               | [Maximum amount receivable* <sup>1</sup> ]  |

|                                |   |
|--------------------------------|---|
|                                | JPY 200,000/month in total                              |
| Transfers                      | No limits   |
| Prepaid Registration           | [Maximum for a single registration]<br>Up to JPY 50,000 |
| DOCOMO Kouza (Account) Payment | The balance of the DOCOMO Kouza (Account)               |

- \*1 The acceptance limit may be exceeded in cases where the Remittance Amount that were not possible to deposit are returned to the Customer's DOCOMO Kouza (Account) and DOCOMO or a third party designated by DOCOMO makes a Transfer to the Customer etc.
- \*2 The remittable limit is the maximum amount available when remitting the Remittance Amount with "pay with mobile phone charges". Also, the remittable limit is the current amount remittable. When the Remittance Amount are transferred, the remittable limit decreases, but once the payment of the Remittance Amount, etc. has been confirmed by DOCOMO, the equivalent amount is returned to the remittable limit.
- \*3 For the continuous mobile phone usage period (the first month is calculated as the month following the day the new subscription was made), the total is JPY 10,000 up until the 12th month, and then 20,000 for the months after the 12th month. With change of name/transfer etc, the continuous usage period is reset. The period that the phone number is archived is the same as the continuous usage period.

[Fees]

|  |                               |   |
|--|-------------------------------|---|
| Depositing into DOCOMO Kouza (Account) |                               | No charge   |
| Remittance                             | Pay with mobile phone charges | JPY 105 per remittance (including tax)  |
|  | From a DOCOMO Kouza (Account) | No charge   |
| Receipt of Remittance Amount           |                               | No charge   |
| Transfers                              |                               | Mizuho Bank: JPY 105 per payment (including tax)<br>Other than Mizuho Bank: JPY 210 per payment (including tax) |

|                                |           |
|--------------------------------|-----------|
| Prepaid Registration           | No charge |
| DOCOMO Kouza (Account) Payment | No charge |

\* The above fees might change temporarily in the case of promotional campaigns etc.

\*The above fees are not charged on certain types of remittances designated by DOCOMO.

## Appendix

### Rules for the Handling of Personal Information

#### Article 1 Privacy Policy

DOCOMO handles the personal information obtained through the provision of the service (referred to as “Customer Information” hereafter) according to the policies defined in this document, and the separate “Privacy Policy Concerning Customer Information.”

#### Article 2 Customer Information usage

1. In providing this service etc, DOCOMO handles the Customer Information described below within the bounds necessary for the fulfillment of the usage objectives defined in item 2 of this article. DOCOMO also uses fair and lawful procedures to obtain Customer Information.

(1) Detailed Information obtained through usage of services

Includes the Customer’s mobile phone number, amounts Customers have remitted, their transaction history, account names/numbers held at banking institutions, the Customer’s DOCOMO Kouza (Account) details (the account balance, transaction status etc.) , the Customer’s occupation and purpose of transaction.

(2) Information obtained incidentally through the provision of services

Information obtained incidentally through the provision of services such as history of applications received from the Customer, opinions, requests, and enquiries.

2. DOCOMO uses the Customer Information defined in item 1 of this article for the following purposes:

(1) For postings upon subsequent use of the service etc, and administration related to the service

(2) To respond to opinions, requests and enquiries etc. related to the service

(3) To execute campaigns and other sales promotional measures etc. related to the service.

(4) To perform analysis of the status of sales and usage related to the service, analysis for execution of various measures and measurement of the effectiveness of those measures, analysis for planning new services, service quality improvements, analysis for Customer service improvements, and other various analyses and surveys.

(5) For investigation and rectification in the case of damage, defects or accidents on the network etc. related to the service.

- (6) For prevention of, and investigation and rectification of cases of illegal usage or non-payment.
3. In any of the following cases, while giving the highest consideration to the rights and interests of the Customer, DOCOMO may use Customer Information for purposes other than the purposes defined in item 2 in this Article.
  - (1) In cases of legal imperative
  - (2) In cases where the use of Customer Information is necessary for the preservation of life, wellbeing or property, and consent from the Customer is unobtainable.
  - (3) In cases where the use of Customer Information is necessary for improvements to public health or the promotion of healthy child rearing, and consent from the Customer is unobtainable.
  - (4) In cases where cooperation is required to execute the business activities of national or local government entities, or of parties legally commissioned by those entities, and obtaining agreement from the Customer could hinder the execution of those activities.
4. DOCOMO uses Customer Information with the service in the context of the electronic business communications described below, for confirming conditions for the provision of the service, and the prevention of illegal usage of the service.
  - (1) Confirming the existence of FOMA or Xi subscriptions and subscription periods
  - (2) Confirming the existence of i-mode subscriptions, fee payment methods for FOMA or Xi subscriptions etc., and the status of payments made to DOCOMO.
  - (3) Confirming the existence of applications for access restriction services
5. As required, DOCOMO confirms and uses the Customer Information below in the context of electronic business communications to respond to Customer enquires etc. related to the service, and for promotions such as sales promotions related to the service.
  - (1) The name on the Customer's subscription
  - (2) The Customer's phone number
  - (3) The Customer's address
  - (4) The Customer's email address
6. To confirm conditions for provision of electronic communications services, DOCOMO uses Customer Information the confirm amounts remitted through the service etc. and the status of payments made through the service.

### Article 3 Providing Customer Information to third parties

1. When a Customer makes a request to remit funds, DOCOMO notifies the Recipient of the Sender's phone number or DOCOMO Kouza (Account) number, in order to notify the Recipient of the request to receive the funds. With a 2in1 phone, the Customer's A number is notified to the Recipient.



2. DOCOMO notifies the Sender of whether or not the Recipient has collected the funds, so that the Sender can confirm the status of the remitted funds.
3. DOCOMO, in the case stated in Article 13-2, may provide the Transferee with the Customer's information designated by DOCOMO.
4. The Transferee, in the case stated in Article 13-3, may provide DOCOMO with the Customer's information designated by DOCOMO.
5. Regardless of the policies described in items 1 and 2 in this Article, DOCOMO will provide Customer Information to a third party in any of the following cases, while giving the highest consideration to the rights and interests of the Customer.
  - (1) In cases where the Customer has consented
  - (2) In cases of legal imperative
  - (3) In cases where the use of Customer Information is necessary for the preservation of life, wellbeing or property, and consent from the Customer is unobtainable.
  - (4) In cases where the use of Customer Information is necessary for improvements to public health or the promotion of healthy child rearing, and consent from the Customer is unobtainable.
  - (5) In cases where cooperation is required to execute the business activities of national or local government entities, or of parties legally commissioned by those entities, and obtaining agreement from the Customer could hinder the execution of those activities.

#### Article 4 Transaction history storage

DOCOMO records by electromagnetic means etc. and maintains for reasonable period of time the Customer's transaction history of usage of the service, for the prevention of illegal activity involving the use of the service, and to enable the Customer to confirm, by methods defined by DOCOMO, the status of the Customer's transactions.

#### Article 5 Enquiries related to the handling of Customer Information

If you have any opinions or requests relating to DOCOMO's handling of Customer Information, please contact the DOCOMO enquiry service. The contact details for the enquiry service are posted on the DOCOMO home page.