



## **IMPORTANT NOTICE**

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

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

## **GENERAL PROVISIONS GOVERNING YOUR REMITTANCE**

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

Philippine Pesos:	11:00
Nepal Rupee:	10:00 and 15:00
Indonesian Rupiah:	12:00 and 18:00
Vietnam Dong:	11:00
Indian Rupee:	11:00

- (3) The daily quoted rates may change at any time during the day, depending on the movement of the JPY with other currencies, and/or the prevailing competitive environment (exchange rates being quoted by competitors).
5. Amount to be printed in the remittance statement will be both the gross amount which SMTJ received from the customer and the net amount to be received by the beneficiary. For some remittance corridors, partner banks/authorized pay-out agents may deduct some back-end charges from the remittance proceeds to be received by beneficiary as per beneficiary’s country regulations. Deducted amount may be changed by the authorities without prior notice.
6. Maximum Cash Remittance Threshold (Limit on Remittance Amount): The remittance amount that the customer may request SMTJ to remit in each transaction may not exceed one million yen (JPY 1,000,000). Even if SMTJ is requested by the customer to remit an amount exceeding one million yen (JPY 1,000,000), SMTJ shall not be obligated to remit any amount in excess of one million yen (JPY 1,000,000).
7. Cut-off time for receiving remittances from walk-in clients will be 17:00h (5:00 p.m.) during official working days. (Note: It is possible to change the cut-off time as and when circumstances warrant this, like declaration of state of emergency, etc.)

SMTJ may also refuse to accept remittances for credits to non-partners’ banks wherein SMTJ and its partner banks will have difficulty delivering the funds. In such cases, SMTJ may suggest to the customer alternative ways of receiving the funds, like claiming over the counter of partner banks, or authorized cash pick-up centers, door-to-door delivery, etc.

8. Standard Completion Time: Standard completion times of the remittance services provided by SMTJ are as follows:
  - (1) For credits to bank accounts of other partner banks, for payouts by charge to mobile wallet accounts from partner financial institutions and for claiming of the remittance proceeds in cash, over the counter of partner banks or through pay-out agents of the partner banks/remittance companies: within 24 hours to 72 hours from the time of acceptance of an application for remittance during banking and operating days in Japan and in recipient’s country.
  - (2) For delivery of the cash proceeds “door-to-door” (literally at the door step of the beneficiary’s registered address), after 24 hours to 5 working days in Japan and in recipient’s country from the time of acceptance of an application for remittance during banking and operating days in Japan and in recipient’s country, depending on whether the beneficiary’s registered address is in major cities, or whether in far-flung areas, outside of the main cities.

### 9. Mailing of Statement:

SMTJ will not automatically mail via post the remittance statement. However, all remittance statements are available upon request by remitter.

10. Fees and Charges: As a general rule, SMTJ charges up to JPY 2,000 as the remittance fee per remittance transaction; provided that, in the case of remittance in Yen-to-Yen, the remittance fee per remittance transaction may be up to JPY 9,000, and in the case of USD-to-USD or USD-to-PHP or USD-to-other currency, the remittance fee per remittance transaction may be up to JPY 40,000. Clients will not pay any money to a commissioned party (outsourcing company) of SMTJ. SMTJ will charge up to JPY 2,000 as a fee for change or cancellation of one remittance order. (In addition, applicable fees and charges will be posted at <http://www.smtj.co.jp/remittance.php>.)
11. Cancellation of the client’s remittance request: SMTJ has the option to cancel the remittance request under the following conditions:

- The purpose of the client’s remittance is against the Japanese Foreign Exchange Regulations
- War, civil unrest or similar circumstances, that will make it difficult to implement the remittance.
- The remittance is suspect to be involved in possible money laundering related to drugs, crimes, terrorism, etc.

12. In addition to the aforementioned provisions, if any of the following items applies and it is not appropriate to continue transactions with the customer, SMTJ may suspend the use of the Services, or cancel the Services by notifying the customer. SMTJ shall not be liable for any damages caused by any such suspension or cancellation, and the customer shall be held liable for any damages incurred by SMTJ as a result thereof. In the case where SMTJ sends a termination notice, the Service is terminated at the time at which notice is sent to the customer’s name and address of record, regardless of whether or not the notice is actually received.

- 12.1 Where the customer is a crime syndicate (Bouryokudan), a member of a crime syndicate (Bouryokudan), a former member of a crime syndicate (Bouryokudan) who has withdrawn from a crime syndicate (Bouryokudan) less than 5 years ago, a sub-member (Jun-Kouseiin) of a crime syndicate (Bouryokudan), an entity related to a crime syndicate (Bouryokudan), a corporate extortionist (Sokaiya), a rogue social movement activist group (Shakai Undou Tou Hyoubou Goro), special intelligence crime syndicate (Tokushu

Chinou Bouryoku Shudan) or a group or person acting in a manner similar to or analogous to the foregoing (hereinafter collectively referred to as "Bouryokudan-in"), or, it becomes clear that the customer falls under any of the following:

- an entity that is recognized as having a relationship with the Bouryokudan-in in which the management of the entity is controlled by the Bouryokudan-in;
- an entity that is recognized as having a relationship with the Bouryokudan-in in which the management of the Bouryokudan-in is substantially involved in the management of the entity;
- an entity or person that is recognized as having a relationship with the Bouryokudan-in in which the entity or person seeks to unfairly benefit itself, its own company or a third party, seeks to cause damages to a third party or otherwise unjustly uses the Bouryokudan-in;
- an entity or person that is recognized as having a relationship with the Bouryokudan-in in which it provides funds or other benefits to the Bouryokudan-in, or;
- an entity that has directors or individuals substantially involved in its management that have a socially condemnable relationship with the Bouryokudan-in.

12.2 SMTJ has the prerogative to refuse/cancel transactions of clients who discriminate SMTJ and customer service staff, display disrespect and abusive behavior, use foul words, and the like.

In above cases, SMTJ shall not be liable for any loss on the client's side from SMTJ's non-implementation of the remittance.

13. Contact Information:

- The contact information written by the remitter in the Remittance Registration Form/registered in SMTJ's mobile App shall be considered the remitter's correct contact address and telephone unless updated by remitter at a later date.
- SMTJ shall not be liable for any losses or damages arising from failure to contact the remitter and/or beneficiary arising from inaccurate information submitted by the remitter on the Remittance Registration Form.

14. Management of Remitter Member Number, etc.: The customer shall be responsible for strictly managing the Remitter Member Number and Remittance Reference Numbers issued by SMTJ to ensure they do not become known to any third party. In cases where the customer notifies the beneficiary (money transfer recipient) of the Remittance Reference Number, the customer shall ensure that the beneficiary (money transfer recipient) also strictly manages the Remittance Reference Number. SMTJ shall be in no way liable for any damages suffered by the customer as a result of the Remitter Member Number or Remittance Reference Numbers of the customer becoming known to a third party.

15. The Remitter Member Number should not be used by a person other than the remitter to whom that member number has been issued. If abuse is revealed, SMTJ reserves the right to discontinue/suspend all transactions with that member number.

16. When receiving a request for remittance, SMTJ is required to check certain matters under laws and regulations governing foreign exchange. The client, therefore should satisfy the following requirements:

- State the purpose of the remittance and any other required information in the Application for Remittance with Declaration.
- State the designated items in the Application for Remittance with Declaration and submit it.
- Present/Upload on the Mobile App the official documents to identify the client such as original/copy of the client's residence certificate, My Number and any other acceptable, required identification documents.
- For any transactions requiring government permission, submit documents proving permission of such.

17. In order to effect overseas remittance requests, pertinent portions of the client's information such as client's name, address and account number (if applicable), shall be disclosed to the concerned paying/crediting bank or authorized cash pick up center.

17.1 Whenever there is change in registered client information, the client must inform SMTJ and must submit pertinent documents for justification of registered client information.

18. In order to maintain compliance with anti-money laundering controls and laws, SMTJ may, at its sole discretion, request additional information pertaining to the source of funds, prior to the funds being sent or even after the funds have been sent. Failure to comply with this request may result in the client's registration being either deactivated or cancelled and funds being returned to the client, if fund is not yet remitted.

19. Losses – SMTJ shall not be liable for any loss deriving from these events:

- National calamity, war, any incident in transit, civil unrest, restriction by laws, emergency restriction by Government, or by a Public Body (like the Central Bank, etc.)
- Failure of SMTJ's computer system caused by failure of telecommunications connectivity/other problems (for example, unable to access the web, for web-based remittance systems).
- Mistake in remittance details provided by the client, like name of the beneficiary, address, account number to be credited, contact telephone number, etc.
- Legal dispute among the remitter, the beneficiary and/or third party.
- Any other loss other than that of SMTJ's.

20. Amendment or Cancellation:

- If SMTJ can determine that it can still be done, amendment or cancellation of a remittance can be facilitated upon the client's request. Amendments/Cancellations cannot anymore be done once the funds are already withdrawn by the beneficiary.
- A request for amendment or cancellation shall be made in writing, and to be signed by the client; or if amendment or correction is of previously registered data, request could be made by phone, SMS, or any other means acceptable to SMTJ.
- SMTJ reserves the right to require the client to submit, together with the written request, a copy of an acceptable identification, to prove identity of the remitter requesting for the amendment/cancellation.
- SMTJ shall not be liable for any loss or damage if it cannot amend or cancel due to non-acceptance of the paying bank or the pay-out outlets in the home country of the beneficiary, restrictions of the law, emergency restriction by the Government or by a Public Body (e.g., the Central Bank, etc.).
- For amendment, the original rate used when the original remittance was processed, shall prevail. As for cancellation, the Yen equivalent using SMTJ's buying rate of the day when the exact fund is received from concerned paying/crediting bank or correspondent less their charges will be the refund amount.

21. Non-arrival of the client's remittance: If the client finds that the proceeds of his remittance have not been received by his beneficiary within reasonable and acceptable time frame as committed/promised by SMTJ, client should inform SMTJ the soonest, so that tracers can be done and SMTJ can inform the client the result in due course.

22. Matters not stipulated in the General Provisions Applied to Remittance Transactions shall be governed by laws, regulations, customs and practices of Japan and other relevant countries and the procedures prescribed by SMTJ's various correspondents. Clients will not pay any money to SMTJ when a Registration has expired.

23. Expiration and Renewal of Remittance Membership Registration: The duration of a Remittance Membership Registration shall be one (1) year from the date of application therefore; provided that the Registration shall be automatically renewed unless either the customer or SMTJ informs the other party otherwise in writing at least one (1) month prior to the expiration. The Registration shall be renewed for another year from the date of renewal thereof, and the same shall apply thereafter. Clients will not pay any money to SMTJ when a Registration has expired.

24. Security Deposit System

24.1 In relation to above (4) of IMPORTANT NOTICE, SMTJ has made the security deposit to the Tokyo Legal Affairs Bureau to ensure the Refund Claiming Right (hereinafter referred to as "claiming right") of the customer in compliance with Clause 43 of the Act on Settlement of Funds (Act No. 59 of 2009, as amended) (hereinafter referred to as the "Fund Settlement Act"). This security deposit shall be equal to or larger than a sum which consists of a principal amount of the Services, relevant fees paid by the remitter and a reimbursement fee worked out by applying the formula prescribed in Clause 11.5 of the Cabinet Order on Fund Transfer Business (Cabinet Order No. 4 of 2010). In the event that SMTJ is unable to satisfy its obligations to the customer, the customer has a superior Claiming Right among other creditors regarding the security deposit.

24.2 In the Services, the customer retains the Claiming Right until the beneficiary collects the transferred funds but, once it is collected by the beneficiary, the customer is no longer able to exercise the right.

- 24.3 Should the conditions specified in Clause 59.2 of the Act on Settlement of Funds arise, the customer is entitled to reimbursement of the security deposit by following the procedures stipulated in Clause 59.2 of the Act. If such Claiming Right is practiced by the customer, the beneficiary is no longer entitled to receive the transferred sum.
25. Customer Inquiries and Complaints: The customer may contact SMTJ for inquiries, feedback and complaints to the address mentioned and contact telephone/fax numbers mentioned below.
- Speed Money Transfer Japan K.K., 9<sup>th</sup> Floor Kinshicho City Building, 2-13-4, Kotobashi, Sumida-ku, Tokyo 130-0022.  
Customer Support Line: Mail Tel No. 03-6869-8555 and Tel. 03-6869-5999 (Japanese Hotline); Fax: 03-3635-8625  
For international calls: +81-3-6869-5999; +81-3-6869-8555; Fax: +81-3-3635-8625  
Remittance Operation Hours: 09:00-17:00 & Business Hours: 09:00-18:00 (Sundays - Fridays);  
excluding Saturdays, Japanese Public Holidays and the year-end New Year business holidays.
26. Complaint Processing Procedures and Dispute Resolution Procedures: SMTJ has implemented the following complaint processing procedures and dispute resolution procedures. The following external organizations may be used for complaints and disputes concerning the remittance business operated by SMTJ.
- (1) Complaint Processing Procedures  
Japan Payment Settlement Association "Customer Hotline" Tel: 03-3556-6261
- (2) Alternative Dispute Resolution Procedures  
Tokyo Bar Association Dispute Resolution Center Tel: 03-3581-0031  
Daiichi Tokyo Bar Association Arbitration Center Tel: 03-3595-8588  
Daini Tokyo Bar Association Arbitration Center Tel: 03-3581-2249
27. Changes to the General Provisions: SMTJ may change the content of the General Provisions. In such cases, SMTJ shall announce the date of the change and the content of the change on the website of SMTJ, etc., and handle matters in accordance with the changed content after the date of the change.

## **CUSTOMER DATA PRIVACY PROTECTION POLICY**

Speed Money Transfer Japan (SMTJ) will comply with relevant laws and ordinances and other standards relating to customer's personal data in order to obtain the trust and confidence of the customers and for SMTJ to become the money remittance company of choice in Japan. SMTJ shall comply with various regulations for the protection of personal data and make every effort to implement appropriate management and maintain accuracy and confidentiality as specified below:

### **1. PURPOSE OF USE OF PERSONAL INFORMATION**

SMTJ acquires and shall use collected personal information of customers within the extent necessary for attaining the following purposes stated so that transactions of customers can be securely executed and provide better remittance service to customers.

- (1) To record membership registration and information and provide international money transfer service.
- (2) To confirm the identity of the customer and qualification for use of the services in accordance with the "Act on Prevention of Transfer of Criminal Proceeds", "the Foreign Exchange and Foreign Trade Act", "the Law on Reporting Requirements on Cross Border Payments and Receipts for the Tax Law".
- (3) To exercise rights or perform obligations based on agreements with customers, laws and etc.
- (4) To conduct research and development of services by carrying out market surveys, data analysis and questionnaire, etc.
- (5) To send various items such as direct mail shipping, etc.
- (6) To make various proposals of products and services of partner companies, etc.
- (7) To cancel various transactions and carry out subsequent management after cancellation of transaction.
- (8) In addition, and in order to fulfill dealings properly and smoothly with customers:

SMTJ also acquires the individual number (My Number) of customers for the purpose of necessary documents as required by the "Law on Reporting Requirements on Cross Border Payments and Receipts for the Tax Law".

### **2. TYPES OF PERSONAL INFORMATION TO BE ACQUIRED**

SMTJ need to acquire general types of information such as the individual number (My Number), address, and name, date of birth, occupation, gender, nationality and telephone number of the customer. In addition to the above information, the customer may be requested for additional information during transaction.

### **3. COLLECTING PERSONAL INFORMATION THROUGH LAWFUL MEANS**

SMTJ will properly acquire customers' personal information. SMTJ may acquire personal information from the following sources, namely:

- When such information is directly provided by a customer through an application for registering remittance membership or other documents which the customer fills out and submits to SMTJ (or enters necessary data in the Mobile App);
- When the information is provided directly by the customer through the provision of our products and services (such as incoming calls to SMTJ from customer).

### **4. PROVIDING PERSONAL INFORMATION TO THIRD PARTIES**

SMTJ shall not provide any personal information outside except in the following cases:

- (1) When there is consent from the customer.
- (2) When the situation falls under the exceptional cases specified by laws or ordinances.
- (3) When the handling of personal information is outsourced to an outside service provider (whether within or outside Japan) to the extent required for achieving the purpose of use set forth in the "Purpose of Use of Personal Information" upon concluding an outsourcing contract. In this case, SMTJ shall establish appropriate criteria or standards to strictly select outside service providers. SMTJ shall also supervise these providers appropriately in order to prevent use of such information for purposes other than the original intent, leakage, loss or damage of such information, etc.

SMTJ entrusts handling of personal data/information to outside service providers in the following cases, for example:

- Execution of the money transfer transaction to the designated account or designated person through the network of financial institutions;
- Administrative operations for dispatching direct mail (including e-mail, SMS)
- Operation related to information system operation and maintenance;
- Call center operations, and;
- Storage of slips, vouchers, and other various documents.

### **5. PERSONAL INFORMATION MANAGEMENT METHOD**

Appropriate measures will be undertaken to keep customer information accurate and up-to-date. In addition, SMTJ shall take appropriate information security measures to prevent loss, damage, falsification and leakage of customer's personal data information. SMTJ will ensure that any company handling the personal data of customers, etc. on consignment from SMTJ shall also enforce rigorous management.

### **6. CUSTOMER INQUIRIES AND COMPLAINTS**

When SMTJ receives any complaints concerning the handling of personal information, etc., SMTJ will investigate and make efforts to process the complaints appropriately and promptly within a reasonable period of time.

The customer may contact SMTJ for any inquiries, complaints, requests for disclosure, suggestions, correction of data, discontinuation of the use of personal information, etc., to the following address and contact telephone/fax numbers mentioned below.

Speed Money Transfer Japan K.K.  
 Kinshicho City Bldg. 9F,  
 2-13-4 Kotobashi, Sumida-ku,  
 Tokyo 130-0022  
 Tel: +81-3-6869-8555

**7. CUSTOMERS' APPLICATION FOR DISCLOSURE, CORRECTION OR DISCONTINUATION OF PERSONAL INFORMATION**

In accordance with the Personal Information Protection Act, SMTJ accepts requests for disclosure and revising customers' Personal Information held by SMTJ after verifying that the customer is really the one and the same person applying for disclosure. Customers may request the disclosure or revision of their own Personal Information at any time through the procedures prescribed by SMTJ. If a request is made to disclose whether or not an Individual Number is possessed, SMTJ's reply shall be limited to whether it is possessed or not. In the event of inaccurate information of the customer, SMTJ undertakes to make the necessary correction.

**About Disclosure Request**

1. Contact Point	Speed Money Transfer Japan K.K.
2. Required Document	Application form as prescribed by SMTJ
	(Disclosure request form for personal information)
3. Identity Verification	The method prescribed by SMTJ
4. Fee	It should be noted that actual costs may be billed for disclosure. SMTJ shall advise the customer of the amount of the actual costs in advance.
5. Notification	Send to the registered address by postal mail
6. Required lead time	One (1) week or more (depending on the items to be disclosed)
7. Non-compliance	Disclosure of information will not be made in the following cases:
	If we decide not to disclose the relevant information, we will notify you with a reason of our decision. Also, in the case that you do not disclose and we decide non-compliance, we will charge a prescribed fee.
	1. When we cannot confirm your identity;
	2. When we cannot confirm your proxy's authority and right to represent you;
	3. When there is insufficiency in the prescribed request document/form;
	4. When there is no payment of the relevant fee within the prescribed payment period;
	5. When the requested information item does not correspond in the personal data held;
	6. When the disclosure could harm the life, body, property or other rights or interests of yourself or a third party;
	7. When the disclosure can seriously hinder the proper implementation of our business;
8. When the disclosure would violate other laws and regulations.	

**8. MODIFICATIONS**

Any and all information listed above may be modified at any time without prior announcement to SMTJ's customers. Appropriate announcement will be made (e.g. posting on SMTJ's customer area and on website)

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SPEED MONEY TRANSFER JAPAN (SMTJ) HEAD OFFICE  
 9<sup>th</sup> Floor Kinshicho City Bldg., 2-13-4 Kotobashi, Sumida-ku Tokyo 130-0022  
 Tel: 03-6869-8555 (Call Center for instruction and status of your remittance)  
 Fax: 03-3635-8625 SMS only: 080-3750-6268

**PLEASE KEEP THIS FOR YOUR REFERENCE**