

## Terms of Use for Corporate Club Online

### Article 1 (Definitions of Terms)

1. The term "Corporate Club Online" (hereinafter referred to as "the Service") means the online services provided to companies that adopt the "Corporate Products" of Sumitomo Mitsui Trust Club, Inc. (hereinafter referred to as "Trust Club") through its application and website for membership application procedures, corporate/card user authentication, attribute information/contract content changes, invoice inquiries, and other procedures.

The term "Corporate Products" means Diners Club Corporate Card, Trust Club Corporate Card, Diners Club Corporate Travel System, and Diners Club Corporate Purchasing System provided by Trust Club to companies and organizations.

The term "Corporation" means a company or organization which has applied for membership in Corporate Products, and for which Trust Club has accepted membership in Corporate Products.

The term "User" means the representative of the Corporation, the administrator, the contact person, and other managers who use the Service separately designated by the Corporation and approved by Trust Club.

2. In addition to the Terms of Use, the Terms and Conditions for Diners Club Corporate Card / TRUST CLUB Corporate Card Membership, the Terms and Conditions for Diners Club Corporate Travel System Membership, the Terms and Conditions for Diners Club Corporate Purchasing System Membership and other rules set forth by Trust Club shall apply to the Service.

### Article 2 (Service)

1. Contents of the Service shall be disclosed by Trust Club to the User separately. Trust Club reserves a right to change or suspend the contents of the Service without prior notice.

2. The Service is available seven days a week, 24 hours a day. The Service may be disrupted or suspended without prior notice due to system errors, etc. or during the system maintenance period, etc.

3. Trust Club shall not be liable for any disadvantages that the User may incur as a result of changes in Service contents or disruption or suspension of the Service.

### Article 3 (User ID, Password)

1. At time of initial use of the Service, the User shall be able to use the Service only if the User accepts the Terms of Use and Article 1, paragraph 2 and enters the group number, credit card number, personal identification number, expiration date, corporate name, name, department name, job title, email address, phone number and other matters designated by Trust Club. Thereafter, each User shall designate a User ID and password required to access the Service for the second time onwards. At that time, the User shall designate a User ID that has not been used to receive other

services (including services provided by Trust Club, as well as services provided by other service providers).

2. Regarding authentication using User IDs and passwords for the Service, if there is a discrepancy between the conditions stipulated in the Terms of Use and the conditions stipulated in the terms of use of other services referred to in the preceding paragraph, unless otherwise specified, the terms of use of other services shall prevail over the Terms of Use with respect to such services.
3. For the use of the Service for the second time onwards, Trust Club shall deem that the Service has been used by an authentic User only if the password entered by the User and the password registered with Trust Club are matched based on the User ID. The User shall not disclose the User ID and password to any third party and shall be responsible for the strict management thereof. Even if the Corporation allows more than one User, the User ID and password shall not be disclosed to other Users and shall not be used by other Users.
4. In order to use the specific menu specified by Trust Club within the Service, in addition to personal authentication using the User ID and password set forth in this Article (hereinafter referred to as "Authentication"), additional Authentication using an email address or a secret question is required.
5. If Trust Club deems that the Service has been used by the authentic User as a result of the designated verification process, Trust Club shall not be liable to the Corporation or the User for any damages caused by the counterfeit, falsification, theft or unauthorized use of the User ID, password, information for additional Authentication or any other accident. In the unlikely event that the User ID, password, or information for additional Authentication is suspected to have been stolen, the User shall report the fact to Trust Club's Call Center immediately.
6. When changing the User ID and password, the User shall report the change by a method prescribed by Trust Club. Trust Club may, at its own discretion, suspend the User ID and password without notice to the User.

#### **Article 4 (Email)**

Trust Club may send emails to the email address registered with Trust Club by the User for the purpose of giving notices and providing information. The User may request Trust Club to stop the email for information provision through the Service or by another method. However, if Trust Club judges it is important to notify the User in relation to the use of the Service such as the change of the Terms of Use, Trust Club may send emails notwithstanding the aforementioned request.

#### **Article 5 (Handling of Personal Information)**

1. The Corporation and the User agree that Trust Club will collect, hold, use and provide personal information (including credit card numbers) of the Users, etc. obtained by Trust Club in the Service for the purpose of conducting transactions with Trust Club, including the Terms of Use,

and provision of ancillary services, etc., upon taking necessary protection measures.

2. The Corporate Member and the User agree to the collection, holding, and use of personal information obtained by Trust Club in the Service for the purposes specified in the following items, upon taking necessary protection measures:
  - (1) notification of new products in credit-related operations and related after-sale services;
  - (2) market research and product development in credit-related operations;
  - (3) delivery of promotional materials and publications concerning credit-related operations, and sales activities including but not limited to telemarketing;
  - (4) delivery of promotional materials and publications concerning sales activities of entities including but not limited to the Merchants, etc.; and
  - (5) transmission by telephone number, email address, or other means of communication.
3. The Corporation and the User agree to the application of this clause for a period that Trust Club deems appropriate, even after their withdrawal from the membership due to reasons including loss of the membership qualification for the Corporate Products.
4. The Corporation and the User agree to the provision of personal information to public organizations, etc., if Trust Club is called upon to submit such information pursuant to the provisions of laws and regulations, and if required for a public benefit equivalent thereto.

#### **Article 6 (Confidentiality)**

##### **(1) Content of Confidential Information**

The term "Confidential Information" as used herein means any and all data and information provided or disclosed between the Corporation and Trust Club, such as materials, documents, and other related information with respect to the Service, regardless of whether it is provided in a document, verbally or an article, except as specified in the following items:

- ① Data and information that was owned or held by the Corporation or Trust Club before the provision or disclosure between the Corporation and Trust Club;
- ② Data and information that became known to the public at the time of provision or disclosure between the Corporation and Trust Club and thereafter;
- ③ Data and information that was obtained legally by the Corporation or Trust Club after the provision or disclosure between the Corporation and Trust Club.

##### **(2) Use and retention of confidential information by the Corporation and the User**

The Corporation and the User shall not use confidential information for any purpose other than the purpose of using the Service, shall strictly maintain confidential information, and shall not disclose confidential information to any third party except in the following cases, and shall take all possible measures to strictly maintain confidential information:

- (i) when disclosing to and having officers and employees involved in the Service use confidential information to the extent necessary;

(ii) when disclosing to and having external experts such as accountants and rating agencies use confidential information to the extent necessary; and

(iii) when disclosure of confidential information is required by laws and regulations, rules, administrative orders, etc. (including inspection by authorities).

(3) Use and retention of confidential information by Trust Club

The Corporation agrees that Trust Club will collect, hold and use confidential information obtained by Trust Club in the Service for the purpose of transactions with Trust Club, including the Terms of Use, and provision of ancillary services, etc., upon taking necessary protection measures.

**Article 7 (Disclaimer of Liability)**

In the event that the Service is delayed or impossible due to failure of communication equipment or lines, failure of communication means such as telephone interruption, failure of public telephone lines, dedicated telephone lines, etc., computer virus and other related failures, Internet service provider or browsing software, etc., not due to the negligence of Trust Club, Trust Club shall not be liable for any damage caused as a result thereof.

**Article 8 (Discontinuation of the Service)**

In the event that the User falls under any of the following items, Trust Club may immediately discontinue providing the Service without notice to the User:

(1) if there is any event that requires Trust Club to discontinue the Service such as violation of the Terms of Use;

(2) if the performance of all or part of the obligation borne by the User to Trust Club is delayed;

(3) if a false statement is found in the application for the Corporate Products of Trust Club or the registration of the Service;

(4) if the Corporation withdraws from the Corporate Products of Trust Club; or

(5) if Trust Club recognizes the Corporate Member is not qualified as a User.

**Article 9 (Change of Terms of Use)**

Trust Club reserves the right to alter the Terms of Use as required without prior notice to or consent from the Corporation or the User.

End.

Effective January 2025

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