

●Terms and Conditions for Cardmembers of American Express
Revision Contents (Revision with effect from 1/31/2023)

Current	After Revision
<p>Article 9. (Card Use at Service Establishments)</p> <p>6. Members hereby consent in advance that, in accordance with each agreement regarding acceptance of the American Express Cards between AEII (or its agent for the Service Establishment related business) and a Service Establishment, claims arising from their Card transactions at the Service Establishment shall (i) be assigned from the relevant Service Establishment to AEII, whether directly or via third parties, or (ii) be paid for by AEII on behalf of Members based on their authorization. Members also consent in advance , that, in making the assignment set forth in (i) above, they will not claim any defense against the Service Establishment (including, but not limited to, defense of simultaneous performance, defense of offset, defense of invalidity, cancellation or termination, defense of extinctive prescription and other defenses, but excluding defense of suspension of payment set forth in <u>Article 7 of the Payflex Supplement and Article 7 of the Bonus/Installment Plan Supplement</u>).</p>	<p>Article 9. (Card Use at Service Establishments)</p> <p>6. Members hereby consent in advance that, in accordance with each agreement regarding acceptance of the American Express Cards between AEII (or its agent for the Service Establishment related business) and a Service Establishment, claims arising from their Card transactions at the Service Establishment shall (i) be assigned from the relevant Service Establishment to AEII, whether directly or via third parties, or (ii) be paid for by AEII on behalf of Members based on their authorization. Members also consent in advance , that, in making the assignment set forth in (i) above, they will not claim any defense against the Service Establishment (including, but not limited to, defense of simultaneous performance, defense of offset, defense of invalidity, cancellation or termination, defense of extinctive prescription and other defenses, but excluding defense of suspension of payment set forth in <u>Article 9 of the Payflex Supplement</u>)</p>
<p>Article 15 (Delinquency Charges and Processing Excessive/Deficient Charge Payments)</p> <p>3. If the amount paid by a Member is not sufficient to settle all outstanding obligations to AEII, the Member shall not object to AEII applying the amount paid for settlement of such obligations in such order and manner as AEII deems appropriate without any notice to the Member. The foregoing shall also apply to an adjustment amount to be made when any Charge at Service Establishment has been cancelled or for other reasons; provided,</p>	<p>Article 15 (Delinquency Charges and Processing Excessive/Deficient Charge Payments)</p> <p>3. If the amount paid by a Member is not sufficient to settle all outstanding obligations to AEII, the Member shall not object to AEII applying the amount paid for settlement of such obligations in such order and manner as AEII deems appropriate without any notice to the Member. The foregoing shall also apply to an adjustment amount to be made when any Charge at Service Establishment has been cancelled or for other reasons; provided,</p>

<p>however, that the provisions of Article 30-5 of the Installment Sales Act shall apply to the application made in connection with <u>defense of suspension of payment under Article 7 of Payflex Supplement.</u></p>	<p>however, that the provisions of Article 30-5 of the Installment Sales Act shall apply to the application made in connection with <u>defense of suspension of revolving payment under Article 9 of Payflex Supplement.</u></p>
<p>Article 16. (Acceleration of Payment)</p> <p>1. In the event that any of the following circumstances is applicable to a Basic Cardmember, then irrespective of any due dates for payment set forth herein, the Basic Cardmember shall automatically lose the benefit of delayed payment without notice or demand from AEII, and shall immediately make payment of all of the remaining obligations (including all obligations, regardless of payment type):</p> <p>(a) In the event that full payment for the Charges due in any month has not been made on the due date for payment; provided, however, that this section shall not apply to the delay of payment obligations <u>related to Payflex, bonus payments or an installment payments (based on a separate supplement agreement).</u></p> <p>(b) In the event that the payment of obligations related to <u>Payflex, bonus payments or an installment payments</u> (based on a separate supplement agreement) due in any month has not been made on the due date, and despite AEII's written notification to the Member, payment has not been made within the period specified by AEII, which period shall be 20 days or more. <u>Or in the event that the Member has performed an act infringing upon AEII ' s title to any Goods purchased with Payflex (based on separate supplemental agreement), bonus lump-sum payment, or an installment payment, including</u> pawning, transferring, or loaning</p>	<p>Article 16. (Acceleration of Payment)</p> <p>1. In the event that any of the following circumstances is applicable to a Basic Cardmember, then irrespective of any due dates for payment set forth herein, the Basic Cardmember shall automatically lose the benefit of delayed payment without notice or demand from AEII, and shall immediately make payment of all of the remaining obligations (including all obligations, regardless of payment type):</p> <p>(a) In the event that full payment for the Charges due in any month has not been made on the due date for payment; provided, however, that this section shall not apply to the delay of payment obligations <u>related to Payflex, (based on a separate supplement agreement).</u></p> <p>(b) In the event that the payment of obligations related to <u>Payflex,</u> (based on a separate supplement agreement) due in any month has not been made on the due date, and despite AEII's written notification to the Member, payment has not been made within the period specified by AEII, which period shall be 20 days or more.</p> <p>(c) In the event that the Member has performed an act infringing upon AEII's title to any Goods purchased with Payflex (based on separate supplemental agreement), <u>including</u> pawning, transferring, or loaning of the Goods;</p>

<p>of the Goods;</p> <p><u>(c)</u> In the event that a check or note drawn by a Member is dishonored or payment is suspended generally;</p> <p><u>(d)</u> In the event that the Member is the subject of a motion for attachment (sashi-osae), provisional attachment (kari-sashiosae), provisional disposition (kari-shobun) of assets, or a penalty for delayed payment;</p> <p><u>(e)</u> In the event that the Member or a company the Member carries out is subject to a motion for bankruptcy (hasan), civil resuscitation (minji-saisei), special liquidation (tokubetsu-seisan) or company reorganization (kaisha-kosei), or any other process for bankruptcy, or in the event the Member himself or such company itself makes such a motion;</p> <p><u>(f)</u> In the event any of the items in Article 22.1 applies to a Member or if a Member engages in any of the conduct listed in Article 22.3 or if any of the representations and warranties made in those sections are found to be false.</p>	<p><u>(d)</u> In the event that a check or note drawn by a Member is dishonored or payment is suspended generally;</p> <p><u>(e)</u> In the event that the Member is the subject of a motion for attachment (sashi-osae), provisional attachment (kari-sashiosae), provisional disposition (kari-shobun) of assets, or a penalty for delayed payment;</p> <p><u>(f)</u> In the event that the Member or a company the Member carries out is subject to a motion for bankruptcy (hasan), civil resuscitation (minji-saisei), special liquidation (tokubetsu-seisan) or company reorganization (kaisha-kosei), or any other process for bankruptcy, or in the event the Member himself or such company itself makes such a motion;</p> <p><u>(g)</u> In the event any of the items in Article 22.1 applies to a Member or if a Member engages in any of the conduct listed in Article 22.3 or if any of the representations and warranties made in those sections are found to be false.</p>
<p>Article 18. (Suspension/Revocation of Membership)</p> <p>1. AEII may suspend or revoke the membership of a Member at any time, without prior notice to the Member, in any of the following situations. In such an event, Additional Cardmembers shall also abide by the steps which AEII takes against the Basic Cardmember. <u>AEII will not be responsible for any damages or costs which AEII's conduct hereunder in such an event may cause the Member.</u></p> <p>(a) If there is any false content in any of the items declared to AEII by the Member, such as those filled</p>	<p>Article 18. (Suspension/Revocation of Membership)</p> <p>1. AEII may suspend or revoke the membership of a Member at any time, without prior notice to the Member, in any of the following situations. In such an event, Additional Cardmembers shall also abide by the steps which AEII takes against the Basic Cardmember. <u>(Removed)</u></p> <p>(a) If there is any false content in any of the items declared to AEII by the Member, such as those filled in application forms;</p>

<p>in application forms;</p> <p>(b) If Member breaches or is threatens to breach these Terms and Conditions, or the terms and conditions of any other agreement which the Member has with AEII;</p> <p>(c) If Member fails to perform any obligation to AEII (however, for payment obligations related to <u>Payflex, bonus payments or an installment payments</u>, Member's failure to meet payment obligations by the due date will only be deemed a failure to perform if Member does not make payment within the time period designated by AEII (minimum of 20 days) after receiving notice from AEII);</p>	<p>(b) If Member breaches or is threatens to breach these Terms and Conditions, or the terms and conditions of any other agreement which the Member has with AEII;</p> <p>(c) If Member fails to perform any obligation to AEII (however, for payment obligations related to <u>Payflex</u>, Member's failure to meet payment obligations by the due date will only be deemed a failure to perform if Member does not make payment within the time period designated by AEII (minimum of 20 days) after receiving notice from AEII);</p>
<p>Article 18. (Suspension/Revocation of Membership)</p> <p>(l) If the procedures for setting <u>the payment account</u> necessary for payment by automatic transfer as set forth in Article 13.3 have not been completed; or</p>	<p>Article 18. (Suspension/Revocation of Membership)</p> <p>(l) If the procedures for setting <u>the deposit account</u> necessary for payment by automatic transfer as set forth in Article 13.3 have not been completed; or</p>
<p>Article 18. (Suspension/Revocation of Membership)</p> <p>(-)</p>	<p>Article 18. (Suspension/Revocation of Membership)</p> <p><u>3. Members acknowledge that AEII has the authority to take steps set out in Article 18.1 and AEII will not be responsible for any damages or costs which such steps may cause the Member.</u></p>
<p><Inquiries></p> <p>(Amendment as of <u>September 28, 2022</u>)</p>	<p><Inquiries></p> <p>(Amendment as of <u>January 31, 2023</u>)</p>

● Supplemental Terms and Conditions for Payflex

Current	After Revision
<p>Article 2 (Payflex Enrollment)</p> <p>1. A Basic Cardmember of any of the designated Cards that are issued by American Express International, Inc., Japan Branch ("AEII") may use Payflex in accordance with this Payflex Supplement and the Cardmember <u>T&Cs</u>, (1) <u>if the Basic Cardmember's application to use Payflex made in a manner which AEII prescribes has been examined, accepted and enrolled by AEII, or</u> (2) <u>if AEII, after its own examination, has determined to allow the Basic Cardmember's use of Payflex and enrolls it without his or her application (provided, however, that AEII agrees to cancel this enrollment upon the Basic Cardmember' s request to not use Payflex) (collectively "Payflex Enrollment").</u> If the Member holds multiple Cards issued by AEII, a Member may only enroll in Payflex upon <u>specifying the Card</u> for enrollment.</p> <p>2. When AEII deems it necessary (including a case where the Card number is changed after the reissuance of a Card), AEII may cancel <u>Payflex Enrollment</u> or temporarily suspend use of Payflex, without prior notice to Members.</p> <p>3. As a general rule, <u>Payflex Enrollment</u> is only available to Members who are residents of Japan. Additionally, Payflex is only available to Members who have selected automatic transfer from a designated bank account as their payment method. If a Member no longer satisfies these requirements, the Member agrees to follow the instructions from AEII regarding enrollment in and use of Payflex.</p> <p>4. A Member may terminate his or her Payflex</p>	<p>Article 2 (Payflex Enrollment)</p> <p>1. A Basic Cardmember of any of the designated Cards that are issued by American Express International, Inc., Japan Branch ("AEII") may use Payflex in accordance with this Payflex Supplement and the Cardmember <u>T&Cs</u>, if AEII, after its own examination, has determined to allow the Basic Cardmember's use of Payflex and <u>enrollment in it</u>. If the Member holds multiple Cards issued by AEII, a Member may only enroll in Payflex upon <u>specifying the particular Card</u> for enrollment.</p> <p>2. When AEII deems it necessary (including a case where the Card number is changed after the reissuance of a Card), AEII may cancel <u>Payflex enrollment</u> or temporarily suspend use of Payflex, without prior notice to Members.</p> <p>3. As a general rule, <u>Payflex enrollment</u> is only available to Members who are residents of Japan. Additionally, Payflex is only available to Members who have selected automatic transfer from a designated bank account as their payment method. If a Member no longer satisfies these requirements, the Member agrees to follow the instructions from AEII regarding enrollment in and use of Payflex.</p> <p><u>(4. Removed)</u></p>

<p>Enrollment at any time. However, if the Member terminates his or her Payflex Enrollment, the Member must pay, in one lump-sum payment, all Payflex Charges (defined below) owing to AEI, as assessed by AEI.</p>	
<p>Article 3 (Use of Payflex)</p> <p>1. There are <u>two types</u> of Payflex plans <u>set forth below</u>, <u>and</u> a Basic Cardmember may use only one plan which he or she has pre-selected and is enrolled in before use. There are also instances in which AEI will enroll a Basic Cardmember in one of the two <u>Payflex plans</u>. <u>In such an instance</u>, the Basic Cardmember may switch to the other <u>Payflex plan</u>, subject to AEI's approval, by following the process designated by AEI. This will not affect any use of the <u>Payflex plan</u> that was made prior to the switch based on the original enrollment. <u>After Payflex Enrollment is completed</u>, whenever AEI recognizes the need, AEI will notify closing dates or other important items via the Basic Cardmember's E-mail address. <u>For purposes of this Payflex Supplement, "Payflex" refers to both of these plans.</u></p> <p>i. <u>Payflex (Automatic Revolving Plan)</u> Refers to the Payflex plan under <u>which if any Charge</u> (if made in a foreign currency, the Charge will be converted to Japanese Yen subject to Article 14 of the Cardmember T&Cs first), subject to Article 12 of the Cardmember T&Cs as a lump-sum payment, arises from a Member's use of a Card at a Service Establishment and its amount exceeds a certain threshold amount determined <u>in advance by and between</u> AEI and the relevant Basic Cardmember by the prescribed method ("Revolving Threshold Amount"), such Charge shall be treated as being designated for revolving payment (except when, depending on the type of Service Establishment and</p>	<p>Article 3 (Use of Payflex)</p> <p>1. There are <u>some types</u> of Payflex plans <u>set forth in each item in this Article</u>, and for <u>Payflex Automatic Revolving and Payflex Select Revolving</u>, a Basic Cardmember may use only one plan which he or she has pre-selected and is enrolled in before use. There are also instances in which AEI will enroll a Basic Cardmember in one of the two <u>Payflex Revolving plans</u>. <u>In such an instance</u>, for <u>Payflex Automatic Revolving and Payflex Select Revolving</u>, the Basic Cardmember may switch to the other <u>Payflex Revolving plan</u>, subject to AEI's approval, by following the process designated by AEI. This will not affect any use of the <u>Payflex Automatic Revolving and Payflex Select Revolving</u> that was made prior to the switch based on the original enrollment. <u>After Payflex enrollment is completed</u>, whenever AEI recognizes the need, AEI will notify closing dates or other important items via the Basic Cardmember's E-mail address. <u>(removed)</u></p> <p>i. <u>Payflex Automatic Revolving (Automatic Revolving Plan)</u> Refers to the Payflex plan under <u>which a Charge, if any</u>, (if made in a foreign currency, the Charge will be converted to Japanese Yen subject to Article 14 of the Cardmember T&Cs first), subject to Article 12 of the Cardmember T&Cs as a lump-sum payment, arises from a Member's use of a Card at a Service Establishment and its amount exceeds a certain threshold amount determined <u>in advance between</u> AEI and the relevant Basic Cardmember by the</p>

content of the Charge, AEI determines that the Charge should be treated as an exception). However, even if a Charge amount exceeds the Revolving Threshold Amount, it will not be designated for revolving payment if the Payflex Charge alone or when the total amount of Payflex Charge and any other outstanding Payflex related balances exceeds the Revolving Payment Line of Credit set forth in the following Article.

ii. Payflex Select (Select Revolving Plan)

Refers to the Payflex plan under which if any Charge, subject to Article 12 of the Cardmember T&Cs as a lump-sum payment, arises from a Member's use of a Card at a Service Establishment, and the Basic Cardmember requests by the prescribed method before a deadline AEI designates for a payment method change that the payment method for this Charge be changed to revolving payment and AEI approves this request.

(-)

prescribed method ("Revolving Threshold Amount"), such Charge shall be treated as being designated for revolving payment (except when, depending on the type of Service Establishment and content of the Charge, AEI determines that the Charge should be treated as an exception, the same here for the item ii and iii of this Article.). However, even if a Charge amount exceeds the Revolving Threshold Amount, it will not be designated for automatic revolving payment if the Payflex Charge alone, or if the total amount of the Payflex Charge and any other outstanding Payflex related balances, exceeds the Payflex Line of Credit set forth in the following Article.

ii. Payflex Select Revolving (Select Revolving Plan)

Refers to the Payflex plan under which if any Charge, subject to Article 12 of the Cardmember T&Cs as a lump-sum payment, arises from a Member's use of a Card at a Service Establishment, and the Basic Cardmember requests by the prescribed method before a deadline AEI designates for a payment method change that the payment method for this Charge be changed to revolving payment and AEI approves this request.

iii. Payflex Select Installment Payment Plans (Select Installment Payment Plan)

Refers to the Payflex plan under which if any Charge, subject to Article 12 of the Cardmember T&Cs as a lump-sum payment, arises from a Member's use of a Card at a Service Establishment, and the Basic Cardmember requests by the prescribed method before a deadline AEI designates for a payment method change that the payment method for this Charge be changed to installment payment and AEI approves this request.

Article 4 (Revolving Payment Line of Credit)

Article 4 (Payflex Line of Credit)

1. At the time of Payflex Enrollment, AEI will establish a revolving payment usage limit ("Revolving Payment Line of Credit") for each Basic Cardmember and notify each Basic Cardmember by the prescribed method upon specifying the applicable Card.
2. AEI may increase or decrease the Payflex Charge Limit at any time, without special notice to Members, if it deems necessary considering the Member's Card usage and credit information. However, if the Basic Cardmember informs AEI that an increase in Revolving Payment Line of Credit is not desired, AEI will change the Revolving Payment Line of Credit back to its original amount.
3. The Revolving Payment Line of Credit applies to the total amount of outstanding balance of Payflex Charges made by Basic Cardmember and any Additional Cardmembers, and Members may only use Payflex if this total amount does not exceed the Revolving Payment Line of Credit. Decisions regarding going over the Revolving Payment Line of Credit will be conducted based on AEI's system. In some instances, information from financial institutions regarding a payment for a Payflex Charge made to AEI may not be immediately reflected in the system. Until such payment is reflected, this amount will be treated as an outstanding balance.
4. In addition to the Revolving Payment Line of Credit set in accordance with this Article, AEI may separately set a limit on bonus lump-sum payments and installment payments in accordance with the Supplemental Terms and Conditions for Bonus Lump-Sum Payments and Installment Payments. The total sum of these limits shall not exceed the usage limit prescribed by the Installment Sales Act. If

1. At the time of Payflex enrollment, AEI will establish a revolving payment usage limit ("Payflex Line of Credit") for each Basic Cardmember and notify each Basic Cardmember by the prescribed method upon specifying the applicable Card.
2. AEI may increase or decrease the Payflex charge limit at any time, without special notice to Members, if it deems necessary considering the Member's Card usage and credit information. However, when the Payflex charge limit is increased in accordance with this Article, and the Basic Cardmember informs AEI that an increase in Payflex Line of Credit is not desired, AEI will change the Payflex Line of Credit back to its original amount.
3. The Payflex Line of Credit applies to the total amount of outstanding balance of Payflex Charges made by Basic Cardmember and any Additional Cardmembers, and Members may only use Payflex if this total amount does not exceed the Payflex Line of Credit. Decisions regarding going over the Payflex Line of Credit will be conducted based on AEI's system. In some instances, information from financial institutions regarding a payment for a Payflex Charge made to AEI may not be immediately reflected in the system. Until such payment is reflected, this amount will be treated as an outstanding balance.
4. The Payflex Line of Credit set in accordance with this Article shall not exceed the usage limit prescribed by the Installment Sales Act. If a Member is issued multiple Cards and a limit is set for each Card, the same upper limit under the Installment Sales Act applies for the total sum of such limits on all Cards.
5. If at the closing date of any month, the total

<p>a Member is issued multiple Cards and a limit is set for each Card, the same upper limit under the Installment Sales Act applies for the total sum of such limits on all Cards.</p> <p><u>(-)</u></p>	<p><u>outstanding balance of Payflex Charges exceeds the Payflex Line of Credit, the Member must pay the excess amount as a lump-sum payment notwithstanding anything to the contrary in the Article 5, 6 and 7, in addition to the Payflex payment for that month, upon demand by AEII.</u></p>
<p>Article 5 (<u>Payment of Payflex Charges</u>)</p> <p>1. <u>"Payflex Charges"</u> refers to Charges which are put on a revolving payment by application of Payflex. A Basic Cardmember shall make monthly repayments of <u>Payflex Charges</u>. Based on the outstanding amount of <u>Payflex Charges</u> at the closing date of each month, a monthly repayment amount (<u>"Payflex Payment"</u>), as the sum of the principal and fees set forth in the following Article, shall be determined in accordance with a method designated by AEII from the Payflex Repayment Table (set forth in <u>Appendix (1) below</u>) which a Member has been given prior notice of (if the sum of the outstanding balance and fees at the closing date is less than the <u>Payflex Payment</u> amount so determined, the payment amount will only be the sum of the outstanding balance and fees).</p> <p>2. <u>Notwithstanding anything to the contrary, if at the closing date of any month, the total outstanding balance of Payflex Charges exceeds the Revolving Payment Line of Credit, the Member must pay the excess amount as a lump-sum payment, in addition to the Payflex Payment for that month, upon demand by AEII.</u></p> <p>3. A Basic Cardmember may increase their monthly <u>Payflex Payment</u> amount by making a request following the process separately designated by AEII and within the set time period after a Monthly Statement becomes available for access (or is</p>	<p>Article 5 (<u>Payment of Revolving Charges</u>)</p> <p>1. <u>"Revolving Charges"</u> refers to Charges which are put on a revolving payment by application of Payflex. A Basic Cardmember shall make monthly repayments of <u>Revolving Charges</u>. Based on the outstanding amount of <u>Revolving Charges</u> at the closing date of each month, a monthly repayment amount (<u>"Revolving Payment"</u>), as the sum of the principal and fees set forth in the following Article, shall be determined in accordance with a method designated by AEII from the Payflex Repayment Table (set forth in <u>Appendix 1.Revolving Payment (1) below</u>) which a Member has been given prior notice of (if the sum of the outstanding balance and fees at the closing date is less than the <u>Revolving Payment</u> amount so determined, the payment amount will only be the sum of the outstanding balance and fees).</p> <p><u>(Removed)</u></p> <p>2. A Basic Cardmember may increase their monthly <u>Revolving Payment</u> amount by making a request following the process separately designated by AEII and within the set time period after a Monthly Statement becomes available for access (or is received if sent by mail). Additionally, Members may follow the process separately designated by AEII to make payments, in part or in full, on any outstanding <u>Revolving Charges</u> balances at any time. However, in such an instance, if the payment amounts do not</p>

<p>received if sent by mail). Additionally, Members may follow the process separately designated by AEI to make payments, in part or in full, on any outstanding <u>Payflex Charges</u> balances at any time. However, in such an instance, if the payment amounts do not satisfy the Member's obligations to AEI in full, such additional payments may be used <u>to satisfy the Payflex</u> related obligations first, in accordance with Article 15.3 of the Cardmember T&Cs, and the Member will make no objection in this regard. The foregoing shall also apply to an adjustment amount to be made when any Charge at Service Establishment has been cancelled or for other reasons.</p> <p>4. Basic Cardmembers shall pay the amount set forth in <u>this article</u> together with the amount of other Charges pursuant to Article 13 of the Cardmember T&Cs.</p>	<p>satisfy the Member's obligations to AEI in full, such additional payments may be used <u>to satisfy other obligations first prior to the Revolving Payment</u> related obligations, in accordance with Article 15.3 of the Cardmember T&Cs, and the Member will make no objection in this regard. The foregoing shall also apply to an adjustment amount to be made when any Charge at Service Establishment has been cancelled or for other reasons.</p> <p>3. Basic Cardmembers shall pay the amount set forth in <u>this Article</u> together with the amount of other Charges pursuant to Article 13 of the Cardmember T&Cs.</p>
<p>Article 6 (Payflex Fees)</p> <p>1. A standard annual percentage rate ("APR"), separately designated by AEI and of which the Basic Cardmember is given notice of, shall be assessed on outstanding balance of <u>Payflex Charges</u> as of each day within the Monthly Statement period (from the day following the creation date for the previous month's Monthly Statement to the creation date of the next Monthly Statement), on a pro rata basis, based on a 365-day year (366 days in the case of a leap year). Notwithstanding the foregoing, the APR will not be assessed for the period between the date on which a <u>Payflex Charge</u> arises and the date on which the first Monthly Statement including such <u>Payflex Charge</u> is created.</p> <p>2. A sample calculation of the APR and monthly <u>Payflex Payment</u> amounts is shown in <u>Section (2) of</u></p>	<p>Article 6 (<u>Revolving Fees</u>)</p> <p>1. A standard annual percentage rate ("APR"), separately designated by AEI and of which the Basic Cardmember is given notice of, shall be assessed on outstanding balance of <u>Revolving Charges</u> as of each day within the Monthly Statement period (from the day following the creation date for the previous month's Monthly Statement to the creation date of the next Monthly Statement), on a pro rata basis, based on a 365-day year (366 days in the case of a leap year). Notwithstanding the foregoing, the APR will not be assessed for the period between the date on which a <u>Revolving Charge</u> arises and the date on which the first Monthly Statement including such <u>Revolving Charge</u> is created.</p> <p>2. A sample calculation of the APR and <u>Revolving Payment</u> amounts is shown in <u>Appendix 1.</u></p>

<p><u>Appendix below.</u></p> <p>3. If AEII finds substantial reason to do so, AEII may <u>change this APR</u> at any time by giving prior notice to Members. Such reasons include, but are not limited to, changes in financial conditions. Changes in the APR will apply to outstanding <u>Payflex Charges</u> amount on the dates from when the change is effective and after, unless separately designated otherwise.</p>	<p><u>Revolving Repayment (2) below.</u></p> <p>3. If AEII finds substantial reason to do so, AEII may <u>change this APR set forth in Article 6.1</u> at any time by giving prior notice to Members. Such reasons include, but are not limited to, changes in financial conditions. Changes in the APR will apply to outstanding <u>Revolving Charges</u> amount on the dates from when the change is effective and after, unless separately designated otherwise.</p>
<p><u>(-)</u></p>	<p>Article 7 (Payment of Installment and Charges)</p> <p>1. <u>"Installment Charges" refers to Charges which are put on an installment payment by application of Payflex. The total amount due for Charges on the Installment Plan will be the Charge amount plus the interest for Installment Plan, as listed in Appendix 2. Installment Payment (1) below. Installment Payment amounts shall be the sum of the Charge amount and interest divided by the number of payments (payment amount will be rounded off to the nearest yen, remaining amount added to the final payment). The number of payments, interest, and calculation method is shown in the table in Appendix 2. Installment Plan (1) below. If AEII finds substantial reason to do so, AEII may change the Installment Plan interest rate at any time by providing notice to Members. Such reasons include, but are not limited to, a change in financial conditions.</u></p> <p>2. <u>Basic Cardmembers may pay any outstanding balances on an Installment Plan in full by following the process separately designated by AEII. In this case, AEII will not assess interest, calculated by AEII's designated method, for the amounts still not due and the Basic Cardmembers will pay AEII the amount equivalent to the outstanding principal balance. However, in such an instance, if the payment</u></p>

	<p><u>amounts do not satisfy the Member’s obligations to AEII in full, such additional payments may be used to satisfy other obligations prior to the installment payment related obligations, in accordance with Article 15.3 of the Cardmember T&Cs, and the Member will make no objection in this regard. The foregoing shall also apply to an adjustment amount to be made when any Charge at Service Establishment has been cancelled or for other reasons.</u></p>
<p>(-)</p>	<p><u>Article 8 ((Delinquency Charge on Installment Plan))</u></p> <p><u>Notwithstanding Article 15.1 of the Cardmember T&Cs, the delinquency charge on any late payments made for any Installment Charges shall not exceed the amount calculated by multiplying the outstanding principal amount by the statutory interest rate.</u></p>
<p>Article <u>7</u> (Suspension of Payment)</p> <p>4. When requesting suspension of payment in accordance with <u>Article 7.2</u>, the Member will make efforts to promptly provide AEII with the reason for the request in writing (if there are any supporting documents, attach such documents). If AEII is required to investigate the above given reason, the Member shall cooperate with AEII in doing so.</p> <p>5. Notwithstanding anything to the contrary in <u>Article 7.1</u>, suspension of payment is not permitted if any of the items below apply. In such a case, any disputes regarding the Card transaction shall be resolved between the Member and the Service Establishment.</p> <p>i. If the Installment Sales Act is not applicable to the use of the Card;</p>	<p>Article <u>9</u> (Suspension of Payment)</p> <p>4. When requesting suspension of payment in accordance with <u>Article 9.2</u>, the Member will make efforts to promptly provide AEII with the reason for the request in writing (if there are any supporting documents, attach such documents). If AEII is required to investigate the above given reason, the Member shall cooperate with AEII in doing so.</p> <p>5. Notwithstanding anything to the contrary in <u>Article 9.1</u>, suspension of payment is not permitted if any of the items below apply. In such a case, any disputes regarding the Card transaction shall be resolved between the Member and the Service Establishment.</p> <p>i. If the Installment Sales Act is not applicable to the use of the Card;</p>

<p>ii. In the event not falling under the preceding item and if the contract for sale <u>represents commercial transaction</u> for the Member (excludes individual business opportunity related sales contracts (業務提供誘引販売個人契約) or individual multilevel marketing contracts (連鎖販売個人契約) or if Article 35-3-60(1) of the Installment Sales Act applies to the Card transaction, including the case where <u>the Card is used at a Service Establishment outside of Japan</u>;</p> <p>iii. <u>The cash amount of the individual Payflex Charge</u> does not reach 38,000 Japanese Yen;</p> <p>iv. <u>Suspension of payment by the Member is not made in good faith</u>; or</p> <p>v. <u>Any of the reasons listed in Article 7.1</u> is attributable to the Member.</p>	<p>ii. In the event not falling under the preceding item and if the contract for sale <u>represents a commercial transaction</u> for the Member (excludes individual business opportunity related sales contracts (業務提供誘引販売個人契約) or individual multilevel marketing contracts (連鎖販売個人契約));</p> <p>iii. <u>If Article 35-3-60(1) of the Installment Sales Act</u> applies to the Card transaction, including the case where <u>the Card is used outside of Japan</u>;</p> <p>iv. <u>The cash amount of the individual Revolving Charge</u> does not reach 38,000 Japanese Yen;</p> <p>v. <u>The total amount of individual Installment Payment</u> does not reach 40,000 Japanese Yen;</p> <p>vi. <u>Suspension of payment by the Member is not made in good faith</u>;</p> <p>vii. <u>Any of the reasons listed in Article 9.1</u> is attributable to the Member.</p>																												
<p>6. If AEII assesses any outstanding balance amount with a deduction of an amount equivalent to the payment amount being suspended under <u>Article 7.1</u>, the Member shall continue paying the assessed amount after the deduction is made.</p>	<p>6. If AEII assesses any outstanding balance amount with a deduction of an amount equivalent to the payment amount being suspended under <u>Article 9.1</u>, the Member shall continue paying the assessed amount after the deduction is made.</p>																												
<p><Appendix></p> <p>(1) <u>Payflex Repayment Table</u></p> <table border="1" data-bbox="108 1675 790 2029"> <thead> <tr> <th rowspan="2"><u>Outstanding Payflex Balance at Monthly Closing Date (JPY)</u></th> <th>Type 1</th> <th>Type 2*</th> </tr> <tr> <th><u>Payflex Payment (JPY)**</u></th> <th><u>Payflex Payment (JPY)**</u></th> </tr> </thead> <tbody> <tr> <td>Up to 100,000</td> <td>3,000</td> <td>7,000</td> </tr> <tr> <td>From 100,001 to 200,000</td> <td>6,000</td> <td>14,000</td> </tr> <tr> <td>From 200,001 to 300,000</td> <td>9,000</td> <td>21,000</td> </tr> </tbody> </table>	<u>Outstanding Payflex Balance at Monthly Closing Date (JPY)</u>	Type 1	Type 2*	<u>Payflex Payment (JPY)**</u>	<u>Payflex Payment (JPY)**</u>	Up to 100,000	3,000	7,000	From 100,001 to 200,000	6,000	14,000	From 200,001 to 300,000	9,000	21,000	<p><Appendix></p> <p>1. <u>Revolving Payment</u></p> <p>(1) <u>Revolving Repayment Table</u></p> <table border="1" data-bbox="801 1675 1489 2029"> <thead> <tr> <th rowspan="2"><u>Outstanding Balance of Revolving Charge at Monthly Closing Date (JPY)</u></th> <th>Type 1</th> <th>Type 2*</th> </tr> <tr> <th><u>Revolving Payment (JPY)**</u></th> <th><u>Revolving Payment (JPY)**</u></th> </tr> </thead> <tbody> <tr> <td>Up to 100,000</td> <td>3,000</td> <td>7,000</td> </tr> <tr> <td>From 100,001 to 200,000</td> <td>6,000</td> <td>14,000</td> </tr> <tr> <td>From 200,001 to 300,000</td> <td>9,000</td> <td>21,000</td> </tr> </tbody> </table>	<u>Outstanding Balance of Revolving Charge at Monthly Closing Date (JPY)</u>	Type 1	Type 2*	<u>Revolving Payment (JPY)**</u>	<u>Revolving Payment (JPY)**</u>	Up to 100,000	3,000	7,000	From 100,001 to 200,000	6,000	14,000	From 200,001 to 300,000	9,000	21,000
<u>Outstanding Payflex Balance at Monthly Closing Date (JPY)</u>		Type 1	Type 2*																										
	<u>Payflex Payment (JPY)**</u>	<u>Payflex Payment (JPY)**</u>																											
Up to 100,000	3,000	7,000																											
From 100,001 to 200,000	6,000	14,000																											
From 200,001 to 300,000	9,000	21,000																											
<u>Outstanding Balance of Revolving Charge at Monthly Closing Date (JPY)</u>	Type 1	Type 2*																											
	<u>Revolving Payment (JPY)**</u>	<u>Revolving Payment (JPY)**</u>																											
Up to 100,000	3,000	7,000																											
From 100,001 to 200,000	6,000	14,000																											
From 200,001 to 300,000	9,000	21,000																											

Up to 1,500,000, for every 100,000 increase	+ 3,000	+ 7,000	Up to 1,500,000, for every 100,000 increase	+ 3,000	+ 7,000
From 1,500,001 to 1,800,000	60,000	135,000	From 1,500,001 to 1,800,000	60,000	135,000
From 1,800,001 to 2,100,000	75,000	165,000	From 1,800,001 to 2,100,000	75,000	165,000
From 2,100,001 to 2,400,000	90,000	195,000	From 2,100,001 to 2,400,000	90,000	195,000
From 2,400,001 to 2,700,000	105,000	225,000	From 2,400,001 to 2,700,000	105,000	225,000
From 2,700,001 to 3,000,000	120,000	255,000	From 2,700,001 to 3,000,000	120,000	255,000

*Type 2 is not available for new enrollees.

** The Payflex Payment amount is the sum of the principal repayment amount and fees.

*Type 2 is not available for new enrollees.

** The Revolving Payment amount is the sum of the principal repayment amount and fees.

(2) A sample calculation of fees and monthly Payflex Payments is provided below:

Annual Fee: 14.9 %

Payment Date (Article 13.3 of Cardmember T&Cs):
10th of each month

Payflex Payment amount applicable to Outstanding Payflex Balance of JPY100,000: JPY 3,000

Closing Date (Article 13.3 of Cardmember T&Cs):
20th of each month

Assuming that the outstanding balance of Payflex Charges on the 20th of month A is JPY 100,000 and there were no new transactions made between the 21st of month A to the 20th of month B, and that a Payflex Payment of JPY 3,000 (JPY 449 as the fee up until the 20th of month A is included in this Payflex Payment amount), the outstanding balance for each day, the fee amount for that period and the amount of the next Payflex Payment to be assessed is the following:

(2) A sample calculation of fees and Revolving Payments is provided below:

Annual Fee: 14.9 %

Payment Date (Article 13.3 of Cardmember T&Cs):
10th of each month

Revolving Payment amount applicable to Revolving Payment to outstanding Balance of Revolving Charge of JPY100,000: JPY 3,000

Closing Date (Article 13.2 of Cardmember T&Cs):
20th of each month

Assuming that the outstanding balance of Revolving Charges on the 20th of month A is JPY 100,000 and there were no new transactions made between the 21st of month A to the 20th of month B, and that a Revolving Payment of JPY 3,000 (JPY 449 as the fee up until the 20th of month A is included in this Revolving Payment amount), the outstanding balance for each day, the fee amount for that period and the amount of the next Revolving Payment (Payment which is the payment date of the following month for month B) to

<p>Outstanding Balance: From 21st of month A to 9th of month B: JPY100,000 11 days period from 10th of month B to 20th of month B: <u>JPY 97,449</u></p> <p>Fee: $(\text{JPY } 100,000 \times 14.9\% \times 19 \text{ days} \div 365 \text{ days}) + (\text{JPY } 97,449 \times 14.9\% \times 11 \text{ days} \div 365 \text{ days}) = \text{JPY } 1,213$ <u>Payflex Payment: JPY 3,000</u> Amount Applied to Principal: $\text{JPY } 3,000 - \text{JPY } 1,213 = \text{JPY } 1,787$</p>	<p>be assessed is the following:</p> <p>Outstanding Balance: From 21st of month A to 9th of month B: JPY100,000 11 days period from 10th of month B to 20th of month B: <u>JPY 97,449 (JPY 100,000 + JPY 449 – JPY 3,000)</u></p> <p>Fee: $(\text{JPY } 100,000 \times 14.9\% \times 19 \text{ days} \div 365 \text{ days}) + (\text{JPY } 97,449 \times 14.9\% \times 11 \text{ days} \div 365 \text{ days}) = \text{JPY } 1,213$ <u>Revolving Payment: JPY 3,000</u> Amount Applied to Principal: $\text{JPY } 3,000 - \text{JPY } 1,213 = \text{JPY } 1,787$</p>																
<p><u>(-)</u></p>	<p><u>2. Installment Payment</u></p> <p><u>(1) Number of Payments, Payment Period and Interest for Installment Plan</u></p> <table border="1" data-bbox="799 1167 1469 1458"> <tr> <td><u># of Payments</u></td> <td><u>3</u></td> <td><u>6</u></td> <td><u>12</u></td> </tr> <tr> <td><u>Payment Period (month)</u></td> <td><u>3</u></td> <td><u>6</u></td> <td><u>12</u></td> </tr> <tr> <td><u>Interest Rate (%)</u></td> <td><u>14.9</u></td> <td><u>14.9</u></td> <td><u>14.9</u></td> </tr> <tr> <td><u>Interest Paid for every JPY 100 of Installment Charge Amount(JPY)*</u></td> <td><u>2.49</u></td> <td><u>4.35</u></td> <td><u>8.08</u></td> </tr> </table> <p><u>*Calculations are rounded up to the nearest 0.01 JPY. The actual amount being paid may differ slightly from this example calculation.</u></p> <p><u>(2) Sample Payment Calculation on Installment Payment Plan</u></p> <p><u>For a Charge of JPY 120,000 on 6 payments</u></p> <p><u>1. Interest: $\text{JPY } 120,000 \times (4.35 \div \text{JPY } 100) = \text{JPY } 5,220$</u> <u>2. Total Paid: $\text{JPY } 120,000 + \text{JPY } 5,220 = \text{JPY } 125,220$</u></p>	<u># of Payments</u>	<u>3</u>	<u>6</u>	<u>12</u>	<u>Payment Period (month)</u>	<u>3</u>	<u>6</u>	<u>12</u>	<u>Interest Rate (%)</u>	<u>14.9</u>	<u>14.9</u>	<u>14.9</u>	<u>Interest Paid for every JPY 100 of Installment Charge Amount(JPY)*</u>	<u>2.49</u>	<u>4.35</u>	<u>8.08</u>
<u># of Payments</u>	<u>3</u>	<u>6</u>	<u>12</u>														
<u>Payment Period (month)</u>	<u>3</u>	<u>6</u>	<u>12</u>														
<u>Interest Rate (%)</u>	<u>14.9</u>	<u>14.9</u>	<u>14.9</u>														
<u>Interest Paid for every JPY 100 of Installment Charge Amount(JPY)*</u>	<u>2.49</u>	<u>4.35</u>	<u>8.08</u>														

	<p>3. Each Installment Payment: $\text{JPY } 125,220 \div 6$ <u>payments = JPY 20,870</u></p>
<p>*Documents relating to suspension of payment (Article 7 of the Bonus/Installment Plan Supplement) shall be addressed to the Membership Service Center, the details of which are specified below.</p> <p>< American Express Customer Consulting Office > Telephone: 0120-070979</p> <p>(Amendment as of <u>December 1, 2021</u>)</p>	<p>*Documents relating to suspension of payment (Article 7 of the Bonus/Installment Plan Supplement) shall be addressed to the Membership Service Center, the details of which are specified below.</p> <p>< American Express Customer Consulting Office > Telephone: 0120-070979</p> <p>(Amendment as of <u>January 31, 2023</u>)</p>

● AGREEMENT AND IMPORTANT ITEMS RELATING TO PERSONAL INFORMATION

Current	After Revision
<p>● The information to be registered and the period of registration</p> <p>The information AEI registers include the name, birth date, gender, address, telephone number, place of employment, driver’s license number, identity verification document number or other identifiable information, date and type of contract, payment dates, contract amount, line of credit amount, installment number for payment, unpaid balance, expected date of <u>full payment, payment status</u> (including facts of termination, full payment, etc.), and other information designated by each Member Credit Organization.</p>	<p>● The information to be registered and the period of registration</p> <p>The information AEI registers include the name, birth date, gender, address, telephone number, place of employment, driver’s license number, identity verification document number or other identifiable information, date and type of contract, payment dates, contract amount, line of credit amount, installment number for payment, unpaid balance, expected date of <u>full payment, installment balance, expected annual billing amount, payment status</u> (including facts of termination, full payment, etc.), and other information designated by each Member Credit Organization.</p>