Terms and Conditions of Overseas Money Transfer through Metro Remittance (Japan) Co., Ltd.

Important Notice

Definition of Services

The customer shall use the Remittance Services (hereinafter referred to as "the Services") provided by Metro Remittance (Japan) Co., Ltd. (hereinafter referred to as "MRJ")

The Services are not foreign exchange transactions conducted by banks, etc.

The Services do not entail the acceptance of deposits, savings and installment savings, etc. (installment savings prescribed in Article 2.4 of the Banking Act) by MRJ.

The Services are not subject to the payment of insurance pursuant to Article 53 of 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).

MRJ shall provide a performance security deposit to Yokohama Legal Affairs Bureau as prescribed in Article 43 of Act on Settlements of Funds (Act No. 58 of 2010 and including subsequent revision).

Security Deposit

In relation to above (4), MRJ shall lodge the security deposit to Yokohama Legal Affairs Bureau to ensure the Refund Claiming Right (hereafter referred to as "claiming right") of the customer in compliance with Clause 43 of Act on Settlement. This security deposit shall be equal to or larger than a sum which consists of a principal amount of remittance, relevant fees paid by the remitter and a reimbursement fee worked out by applying the formula prescribed in Clause 11.5 of Cabinet Order on Fund Transfer Business (2004, No.4). In the event that MRJ is unable to meet our obligations the customer has a superior Claiming Right among other creditors regarding the security deposit.

In remittance, the customer retains the Claiming Right until the beneficiary collects the transferred fund but, once it is collected by the latter, the former is no longer able to exercise the right.

Should arise the conditions specified in 59.2 of Act on Settlement of Funds, either the customer or the beneficiary is entitled for reimbursement off the security deposit by following the procedures stipulated in 59.2 of the Act.

If the Claiming Right is practiced by the customer, in relation to the preceding paragraph, the beneficiary is no longer entitled to receive the transferred sum.

Transaction Limits

The maximum amount of remittance per transaction shall be in principle not exceeding shall be one million yen (\1,000,000) in accordance with the Article 2.2 of Act on Settlements of Funds and the Article 2 of Order for Enforcement of the Act on Settlement of Funds.

General Conditions

When conducting transactions with Metro Remittance (Japan) Co., Ltd. (hereinafter referred to as the "Company"), such transactions shall be made based on consent to the Terms and Conditions of Overseas Money Transfer Transactions (hereinafter referred to as the "Terms and Conditions"), and when transactions are made with the Company, the Company shall deem that the customer (meaning individual and corporate customers or member stipulated in Article 2 (7) of the Terms and Conditions; the same shall apply hereinafter) has consented to the Terms and Conditions.

Article 1 (Purpose)

The purpose of the Terms and Conditions is to stipulate the rights and obligations occurring between the Company and parties who wish to use the Overseas Money Transfer Service (hereinafter referred to as the "Services") offered by the Company, and to stipulate the terms of use concerning the Services.

Article 2 (Definitions)

Metro Remit is a general term of overseas money transfer the company offers according to user instruction, by which a designated person (hereafter referred to as "beneficiary") is able to collect the fund at one of the assigned banks' branches or their agencies.

Article 3 (Use of the Services)

Membership registration

When using the Services, the customer shall register in advance in accordance with the provisions of Article 4 and Article 5 to become a registered member of the Company.

Membership contract period in foregoing clause shall be one year from the date of registration, and unless member or the Company notify to cancel membership or acceptance of membership in writing one month before expiry date, it is automatically renewed for another one year, and the same shall apply hereinafter. Maximum period of membership shall be 5 years.

Customer's membership will be terminated immediately at your request even during the contractual period (pursuant to Article 11 Clause 1). The Customer agrees, in this case, that the remittance application already accepted by us along with the associated contract will be handled in the same manner as described in Clause 27 (Cancellation of Remittance).

Customer shall register with us again to utilize the Services of the Company in accordance with the procedure stipulated in Article 3 Clause1.

No cancellation fee shall be incurred whether customer's membership is closed.

Use of Services

Customer can select following methods to use the Services. ①over the counter at the Company, ②written method, ③ communication media such as personal computer, modem, mobile phone to be able to connect to internet (hereinafter collectively referred to "terminal") or any other method that the Company specifies during working hours of the Company. Understanding of the Customer

Notwithstanding the provisions of the preceding paragraph, the Company may stop, suspend or halt the provision of part or all of the Services for system maintenance required for the provision of the Services.

When temporarily halting the Services, the Company shall provide notice on the Company´s Web site. However, if urgent measures are deemed to be necessary by the Company due to a system failure, etc. the customer agrees that the Company may stop, suspend or halt part or all of the affected systems.

Article 4 (Provisional Members and Registered Members)

1 The customer shall apply for provisional registration to become a provisional member using the procedures prescribed by the Company including notification of information on the customer as prescribed by the Company and including the customer´s user name setting and address (hereinafter referred to as "member information"). In the case of over the counter transaction at the Company, the customer shall become member immediately.

2When the Company has received the above application and authorized provisional registration, the Company shall confirm the identity of the person using one of the methods below in accordance with the Act on Prevention of Transfer of Criminal Proceeds (Act No. 22 of 2007; including subsequent revisions), and issue a provisional login password to the customer.

(1) Method in which the identification documents prescribed by the Company are submitted and transaction documents including the provisional login password (hereinafter referred to as "transaction documents") are sent to the address provided using a method prescribed by the Company.

(2) Method in which the transaction documents sent to the address provided by the customer are received when the identification documents prescribed by the Company are shown to the person handling the delivery.

In addition to the methods above, the Company may contact the customer using the telephone number, etc. provided if deemed to be necessary.

A customer who receives the provisional password using the method in the preceding paragraph becomes a provisional member. In order to use the Services after becoming a provisional member, it is necessary to consent to the Terms and Conditions according to the method prescribed by the Company and to perform final registration to become a registered member. The Company collectively refers to registered members and provisional members as members.

If the transaction documents stipulated in Paragraph 2 of this Article are not delivered and are returned to the Company, or if it is not possible to reach the customer despite attempts to contact the customer being made by the Company using the method stated in the proviso of Paragraph 2 of this Article, the company shall not perform provisional registration of the customer. Provisional registration may not be carried out in cases where the Company deems that there are any doubts concerning the information provided by the customer. The Company shall not be held in any way liable for damages occurring to the customer due to provisional registration not being carried out.

Article 5 (Registration Procedure)

For a provisional member to become a registered member, the member shall (i) login to the Services page on the Company´s Web site or mobile site (hereinafter collectively referred to as "Web sites") using the provisional password issued by the Company in accordance with the provisions of Article 4.1 and the user name specified at the time of application, (ii) check that the member information submitted to the Company at the time of provisional registration is correct, (iii) consent to the Terms and Conditions displayed on the Services page, and (iv) perform the following procedures to (1) change the provisional login password to the login password and (2) set up the confirmation password.

(1) Login password

This is used for logging into Services screen from the Company´s Web site, etc. This can be used by changing the provisional login password received from the Company.

(2) Confirmation password

This is used when using the Services on the Company´s Web site. A new password must be set up to use it.

Once the procedures for setting up the login password and confirmation password in preceding paragraph have been completed, the provisional member makes the transition to a registered member. Provisional members who have not completed the registration in the preceding paragraph may not use the Services.

If an error in the member information submitted to the company during provisional registration procedures is discovered when a provisional member performs the registration procedures stipulated in Paragraph 1 of this Article, or a change has been made to the information in the period between provisional registration procedures and registration procedures, the provisional member shall promptly notify the Company using a method prescribed by the Company.

Article 6 (Management of Passwords, etc)

1 Management of Password Information

(1) The customer shall be responsible for stringently managing the user name and the passwords (meaning the login password and confirmation password

provided in Article 5.1; hereinafter referred to as “password information”) set in accordance with the procedures provided in Article 5.1 and changed in accordance with the procedures provided in Article 8.2 to ensure they do not become known to any third party. If the customer loses password information or there is a possibility that they have become known to a third party, the customer shall immediately perform procedures to change the password information using the method prescribed by the Company. The Company shall be in no way liable for any damages occurring to the customer before changes are made as a result of the customer's password becoming known to a third party.

(2) Password information may not be the same as the user name, or be made up of the user´s date of birth or a sequence of identical numbers. It is recommended that the use of telephone numbers or other numbers that can easily be guessed by others is avoided, and that the password information is changed after a certain period.

2 Changing Password Information

(1) The Customer may change the password information as required using the procedures prescribed by the Company according to Article 5.1 via the Web sites. In such cases, the identity of the customer shall be checked using the method stipulate in Article 9.

(2) Perform the procedures prescribed by the Company if the customer loses the password information. If the person cannot be identified using password information, it is possible to apply for a provisional login password by conveying the necessary information prescribed by the Company to the Company using a method prescribed by the Company. When the Company has received this, and agreed to issue a provisional login password to the customer, the Company shall issue this to the customer. The customer receiving the provisional login password shall (1) change the provisional login password to the login password and (2) set up the confirmation password in accordance with the procedures in Article 5 Paragraph 1.

3 Incorrect Entry of Password Information

If the customer repeatedly enters a password different to the registered login password or confirmation password more than the number of times specified by the Company, the Company shall cease handling said password for a period prescribed by the Company.

Article 7 (Identification)

1 Identification Using Password Information

The Company shall identify the customer by comparing the password information used when logging into the Services site or using the Services with the password information set in advance in accordance with Article 5.1 and verify the customer´s identity that it matches.

If the customer is deemed to be a legitimate user based on the identification, the Company shall deem transactions based upon this as being valid, regardless of whether the result of falsification, modification, theft, unauthorized use, or other incident involving the password information, and neither the Company nor Metrobank (defined in Article 22 Paragraph 1) shall be held in any way liable for damages occurring as a result.

2 Reconfirmation of Identity

If after registration as a registered member, identification is necessary pursuant to relevant laws such as the Act on Prevention of Transfer of Criminal Proceeds (Act No. 22, including subsequent revisions), or for other reasons deemed necessary by the Company, the Company may request that the documents stipulated by the Company be submitted again. If these documents are not submitted (including cases in which the Company is not notified by the deadline, notice requesting the submission of documents is sent to the customer´s registered address and is returned to the Company as undeliverable, and the customer cannot be contacted via the registered telephone number), the Company may stop the customer´s transactions in whole or in part or cancel the member´s registration in accordance with Article 13.3.8. The Company shall be in no way liable for any damages occurring as a result.

Article 8 (Amendments to Registered Information)

1 Members change or have changed their name, address, phone number, registered seal (excluding individual customers), or other registered information (meaning member information notified to the Company in accordance with the provisions of Article 4.1, notification of the change should immediately be made using a method prescribed by the Company.

2 Even if the registered e-mail address or address is the e-mail address or address of a person other than a member, the Company shall be in no way liable for any damages occurring as a result.

3 If there has been or is a change to the registered information, the Company shall be in no way liable for any resulting damages occurring to the member before the change procedures in Paragraph 1 are carried out. Furthermore, the Company shall be in no way liable for any resulting damages occurring to the member as a result of a problem with the registered information or the member neglecting to submit notification pursuant to Paragraph 1.

Article 9 ((Method of Announcements and Notifications)

1 The customer consents that when the Company makes an announcement or notification to the member in accordance with the Terms and Conditions, the announcement or notification shall be made by publication on the Company’s Web site, sending e-mail or SMS or other method.

2 If notification is sent to the e-mail address, phone number or address registered

to the Company, and its arrival is delayed or it fails to arrive due to communication circumstances, the registered information being incorrect or no up to date, or any other reason not attributable to the Company, the member agrees that the notification shall be deemed to have arrived normally in such cases.

3 The member may register e-mail address to the extent prescribed by the Company. With the exception of items stipulated by the Company, transaction results, campaign information and information selected by the member shall be sent to the e-mail address specified by the customer. E-mail addresses shall be registered in accordance with the method prescribed by the Company.

Article 10 ((Prohibition of Assignment and Pledges, etc.)

The member may not assign lend, pledge or otherwise grant rights to a third party concerning the position or any other related rights related to transactions with the Company or enable a third party to use said rights without the consent of the Company.

Article 11(Cancellation of Membership, Restrictions on Transactions)

1 The member may cancel membership using the method prescribed by the Company.

2 When performing the procedures in the preceding paragraph to cancel membership and a money transfer reserve has been deposited into the Account, the Company may be exempted from all liability to the customer by transferring the funds into a savings account specified by the customer other than the Account (however, the account specified by the Company shall be limited to an account in a financial institution to which the Company is able to perform transfers. The Company shall be in no way liable for any damages even if the occur as a result of being unable to make transfers into specified financial institution.

3 If any of the following items apply, the Company may immediately stop the Services in whole or in part, or cancel membership without providing prior notice to the member. The money transfer reserve deposited in the Account at the time the membership is cancelled shall be handled in accordance with the provisions of the preceding paragraph.

(1) When payment ceases or a petition for the initiation of bankruptcy procedures, civil rehabilitation procedures, corporate reorganization procedures or special liquidation procedures is filed.

(2) When an order or notice concerning provisional seizure, protective seizure or seizure has been sent.

(3) When succession has commenced.

(4) When the whereabouts of the member are unknown.

(5) When the member has not used the Services for more than 2 years

(6) When it has been deemed that the Services have been or may be used for acts in violation of the law or public order and morality.

(7) When it is revealed that the member does not actually exist, or when it is revealed that the member was registered without the member´s intent.

(8) When it is revealed that the information submitted by the member is false or that the documents submitted by the member are untrue.

(9) When the necessary documents are not submitted despite a request being made to submit them again for reconfirmation of the person´s identity in accordance with Article 9.3 (including cases in which the Company is not contacted before the date specified by the Company, cases in which notice requesting the submission of documents is sent to the customer´s registered address and is returned to the Company as undeliverable, and cases in which the person cannot be contacted using the registered telephone number.)

(10) When any other grounds for termination of the regulations concerning transactions with the Company occur.

(11) When the customer is in violation of these Terms and Conditions or regulations on various transactions.

(12) When it is revealed that the member is any of the following.

1. A crime syndicate
2. A member of a crime syndicate
3. A quasi-member of a crime syndicate
4. A company affiliated with a crime syndicate
5. A party that may take violent and illegal action in the pursuit of obtaining unfair profit from enterprises, etc., and who threatens the security of civic life.
6. A party that may take violent and illegal action in the pursuit of obtaining unfair profit by imitating or advocating a social movement or political activity, and who threatens the security of civic life.
7. In addition to the parties listed in the items above, a group or an individual who uses threats based upon ties to a crime syndicate, or who has financial links with a crime syndicate and is at the core of organized fraud.
8. Other parties similar to those listed above.

(13) When the member performs or uses a third party to perform any of the following actions.

1. Making violent demands.
2. Making illegitimate demands that exceed legal responsibilities.
3. Making threatening statements or taking violent action in relation to transactions.
4. Spreading false information, using fraudulent means or using threats to harm the credibility of the Company or interfere with the Company´s operations
5. Other actions similar to those listed above.

(14) In addition to the items listed above, when there is reasonable grounds for the Company to stop the Services.

4 The Company shall be in no way liable for any damages occurring to the member as a result of the stoppage of the Services or cancellation of membership in accordance with the preceding paragraphs.

5 If you wish to cancel membership because of the services stopping in accordance with Paragraph 3 of this Article, please apply using the method prescribed by the Company. In such cases, the Company may require submission of identification or other documents specified elsewhere to for the purpose of confirming identity.

Article 12 (Notification of Guardian of Adult)

1 If the customer begins to be subject to assistance, curatorship or guardianship in accordance with a ruling by the Family Court, immediately notify the Company in writing of the name and other necessary information concerning the guardian of adult, etc.

2 If the customer is appointed a supervisor of commissioned guardian in accordance with a ruling by the Family Court, immediately notify the Company in writing of the name and other necessary information concerning the supervisor of commissioned guardian.

3 If the customer has already received a ruling for the initiation of assistance, curatorship or guardianship, or if a supervisor of commissioned guardian has already been appointed, please submit the information in the same way as Paragraph 1 and Paragraph 2 of this Article.

4 Also notify the company if any of the information provided according to Paragraphs 1 to 3 of this Article is rescinded or changed.

5 The Company shall be in no way liable for any damages occurring before notification in Paragraphs 1 to 4 of this Article is made.

Article 13 (Indemnity Concerning System Failures, Natural Disasters, etc.)

1 The Company shall be in no way liable for any damages occurring to the customer or a third party as a result of the following reasons.

(1) When the provision of Services is delayed or not possible due to force majeure such as natural disaster, fire or rioting; failures of the customer´s or the telecommunication carrier´s communication equipment, lines, computers or phone lines being out, or other reasons not attributable to the Company.

(2) When the provision of Services is delayed or not possible due to failure of terminals, communication lines or computers, etc. despite reasonable security measures being performed in the Company´s system operations.

(3) When the provision of Services is delayed or not possible due to other reasons attributable to the customer or a third party such as the name of the recipient being incorrect.

2 The Company shall be in no way liable for any damages occurring as a result of the customer´s password information or transaction information being leaked due to a public phone line, a private phone, the Internet or other communication line being tapped despite reasonable security measures being adopted by the Company.

3

Article 14 (Liability)

1 Except in cases otherwise stipulated by Japanese law, neither the Company nor assigned cmpany (defined in Article 22 Paragraph 1) shall be in any way liable for damages exceeding the money transfer amount and money transfer fees paid by the customer or the amount of the money transfer received even in cases where the Services have been delayed, funds do not arrive, payment is not made, or excess or insufficient payment is made. Furthermore, neither the Company nor assigned company shall be in any way liable for damages in cases where the Services have been delayed, funds do not arrive, payment is not made, or excess or insufficient payment is made due to reasons not under the control of the Company, such as local laws.

2 Neither the Company nor assigned company shall be in any way liable for any incidental, indirect or derivative damages.

Article 15 (Mutatis Mutandis Application of the Terms and Conditions)

Matters related to transactions with the Company that are not stipulated in these Terms and Conditions shall be handled in accordance with the regulations on various transactions stipulated elsewhere by the Company. The Company´s other provisions such as the Company´s regulations shall be published on the Company´s Web site.

Article 16 (Changes to the Terms and Conditions)

The Company may change the content of the Terms and Conditions. In such cases, the Company shall announce the date of the change and the content of the change on the Company´s Web site, etc., and handle matters in accordance with the changed content after the date of the change.

Article 17 (Governing Law and Jurisdiction)

1 Transactions with the Company shall be governed by Japanese law.

2 In the event legal action is taken concerning transactions with the Company, the district court or summary court where the Company´s head office is located shall have exclusive jurisdiction in the first instance.

3 The Terms and Conditions are written in Japanese. In the event of any differences in the interpretation of translated versions and the Japanese version of the Terms and Conditions, the Japanese version shall take precedence.

Article 18 (Handling of Personal Information)

1 The customer consents that the Company shall handle personal information on the customer in accordance with the Company´s “Privacy Policy” and the “Handling of Personal Information”.

2 The Company´s “Privacy Policy” and the “Handling of Personal Information” shall be published on the Company´s Web site.

Article 19 (Application for Metro Remit)

1 Use of the Metro Remit Service shall be carried out in accordance to the method and operation procedure prescribed by the Company when the customer accesses the Company´s Web site. When applying for a money transfer, the purpose of the money transfer must be entered and person must be identified using the password information.

2 When the Company receives an application for a money transfer from the customer and it is recognized as being an application by the actual customer in accordance with Article 9, the Company shall return the details of the application received to the customer´s terminal.

3 The customer shall check the content returned in accordance with the preceding paragraph, and send a response stating that the information has been confirmed using the procedures prescribed by the Company if the content is correct. When changing or cancelling the content of the application, please change or cancel the content of said application in accordance with the procedures prescribed by the Company.

4 Promptly make the response to the Company in the preceding paragraph. If it does not arrive at the Company in the time prescribed by the Company, the money transfer shall be deemed to have been cancelled.

5 Once the response in Paragraph 3 of this Article arrives at the Company within the time prescribed by the Company and the Company´s computer processing is complete, the customer´s application for a money transfer using Metro Remit Service shall be complete.

6 After the completion of the money transfer application in the preceding paragraph, the Company shall check the content of the application in accordance with the standards prescribed by the Company. If the Company deems that there are no problems as a result of checking the content of the application, the Company shall agree to the application by the customer. An agreement concerning the consignment of international money transfer (hereinafter referred to as “money transfer agreement”) shall be deemed to have been concluded between the Company and the customer at the time of said agreement. The Company shall notify the customer of the results of the check using the method prescribed by the Company.

7 If the Company deems that there are problems with the application for a money transfer using the Metro Remit Service as a result of the check in the preceding paragraph, the company shall not agree to said application and the application shall be deemed to have been cancelled. The Company shall notify the customer of the results of the check using the method prescribed by the Company.

8 If acknowledged by the Company, when applying for a money transfer using Metro Remit Service, the customer may perform a money transfer by depositing funds other than the money transfer reserve contained in the Account at the time of the application into the Account. In such cases, the customer shall deposit an amount including the money transfer amount and the fees stipulated in Article 28 into the Account using the method selected at the time of the application before the end of the period stipulated by the Company after the completion of the application (hereinafter referred to as “deposit deadline”).

9 In the case of the preceding paragraph, the money transfer agreement shall be deemed to have been concluded when the Company checks the deposit in the preceding paragraph and the application for a money transfer using the Metro Remit Service passes the inspection prescribed by the Company. If it does not pass the inspection, the application shall be deemed to have been cancelled. Regardless of the result of the inspection, the Company shall notify the customer of the result of the inspection using the method prescribed by the Company. If the inspection is not passed, the funds deposited by the customer in accordance with the preceding paragraph shall be treated as a deposit of a money transfer reserve into the Account.

10 If the Company is unable to confirm the deposit by the customer into the money transfer account before the deposit deadline stipulated in Paragraph 8 (or the following business day if the deposit deadline is a holiday), the application for a money transfer using Metro Remit Services will be deemed to have been cancelled by the customer.

11 Providing an environment for ensuring the terminal (equipment and communication media such as personal computers, modems, mobile phones, etc.) used by the customer for transactions operated properly is the responsibility of the customer, and the Company shall not guarantee that the terminal used by the customer for transactions will operated correctly. In the event damages are incurred as a result of the terminal not functioning properly, the Company shall in no way be liable for said damages.

12 In addition to damages occurring due to the money transfer application being deemed to have been cancelled in accordance with the provisions of this article, the Company shall in no way be liable for damages resulting from incorrect entry of information by the Customer or problems with the content of the application.

Article 20 (Implementation of Money Transfers)

1 on the conclusion of the money transfer agreement, the Company shall promptly implement money transfer procedures through the Company or the Company´s partner Metropolitan Bank and Trust Company Philippines, (hereinafter referred to as “Metrobank”.)

2 In the event instructions for the money transfer the customer has applied for are

conveyed to Metrobank, the Company shall deliver notice of the completion of money transfer instructions to the customer.

3 The customer consents to the fact that the Company may disclose information on the customer to Metrobank when implementing money transfer procedures (i) for the purpose of providing the Services, (ii) for the purpose of conducting joint marketing within the scope permitted by law, or (iii) due to policies to prevent money laundering and funding of terrorism, in addition to other administrative reasons. The customer also consents to the fact that, for the purposes stated above, Metrobank may share said information with Metrobank agents, its parent company or its affiliates (including those not incorporated in Japan). The Company and Metrobank shall not share information on the customer to any third party except when required by law.

4 Neither the Company nor Metrobank shall be in any way liable for any losses or damages resulting from the handling in the preceding paragraph except in cases where there is grave negligence on the part of the Company or Metrobank.

5 Limits on each money transfer and the amount that can be sent each day or each month by the customer, and limits on the number of transactions per month shall be stipulated elsewhere by the Company. See the URL link below for details

www.metro-rj.co.jp

6 In principle, the Company shall complete the international money transfer to Metrobank and its agents within 1 hour of the conclusion of the money transfer agreement in accordance with Paragraph 6 and Paragraph 9 of Article 21. However, this shall not apply if the customer uses optional services stated in the URL below that are provided separately by the Company, or if there are items that should be directly checked by the Company in the check performed in accordance with Article 21.

www.metro-rj.co.jp

7 In principle, the money transfer recipient may receive the funds from the money transfer at Metrobank or a Metrobank agent once the overseas money transfer stipulated in the preceding paragraph has been completed. However, in the cases listed below, up to several business days may be required from the time the customer applies for a money transfer until the money transfer recipient is complete, and customers are asked for their understanding concerning this matter.

(1) When outside the business hours of Metrobank or Metrobank´s agents

(2) When a certain period of time is required for system processing in the financial institution in the country in which the money transfer is being received by the money transfer recipient

(3) In addition to the preceding items, when certain procedures are required for receipt due to circumstances particular to the country to which the money transfer is being made.

Please contact Metrobank or its agents concerning the business hours of Metrobank or its agents.

8 The status of the money transfer application made by the customer may be checked on the screen prescribed by the Company after logging in to the Company´s Web site.

9 The provision of funds for money transfer to the Company by the customer shall be made in any of following manner:

(1) Provision at over the counter of the Company

(2) Fund transfer to designated bank account of the Company

(3) Fund transfer to designated account in Japan post bank of the Company

(4) Provision by registered postal mail transfer

Article 21 (Reference Number)

1 The Company shall notify the customer of the reference number issued by the company using the method stipulated on the notice of the completion of money transfer instructions stipulated in Article 22.2.

2 The reference number issued by the Company is required in the following cases.

(1) For the money transfer recipient to receive the funds sent by the customer (when required for receipt by local laws).

(2) For the customer to cancel a money transfer application or terminate a money transfer agreement in accordance with Article 27.

(3) For the customer to check the status of money transfer in accordance with Article 20.

3 The customer shall manage the reference number in the same way as management of password information, and shall ensure the money transfer recipient also manages it in the same way. If there is a possibility that the reference number has become known to a third party, immediately notify the Company using the method prescribed by the Company. The Company shall be in no way liable for any damages occurring to the customer or the money transfer recipient before notification is made as a result of the reference number becoming known to a third party from the customer or the money transfer recipient.

4 The customer shall be responsible for notifying the money transfer recipient of the reference number, and the Company shall bear no obligation whatsoever concerning notification of the reference number however the money transfer recipient with valid registered Philippine mobile number may receive short message service (SMS); and the Company shall be in no way liable for any damages to the customer or the money transfer recipient resulting from the money transfer recipient not receiving notification of the reference number.

Article 22 (Receipt f Money Transfer))

The receipt of funds through money transfers implemented by the customer in accordance with the Terms and Conditions shall be conducted in accordance with the regulations stipulated by Metrobank and its agents in the Philippines.

Article 23 (Standard Time of Metro Remit Service)

For the receipt of money transfers implemented by the customer in accordance with the Terms and Conditions, following standard time shall be set:

1. Credit to beneficiary's account at Metrobank – around one hour after completion of Metro Remit Service agreement (In case of over the counter transaction, credit shall be immediately after completion of Metro remit Service agreement, in case of bank transfer to designated bank account or Japan post bank account, one hour after completion of Metro remit Service agreement, and in case of registered postal mail transfer, money transfer is made within the day of the receipt of the customer of our transaction documents which deemed completion of Metro Remit Service agreement)
2. Cash payout to beneficiary at Metrobank counter – if Metro Remit Service agreement is made before noon, within the same day, if agreement is made afternoon, the payment is in next working day
3. Cash payout to beneficiary at Metrobank's assigned agents - if Metro Remit Service agreement is made before noon, within the same day, if agreement is made afternoon, the payment is in next working day
4. Credit to beneficiary's account other than Metrobank – 2-3 working days after completion of Metro Remit Service agreement

Further, the funds received on Sunday by the Company, except cash payout at Metrobank counter which payment shall be Monday due to bank closure on Sunday, other method of payment (above 1, 2 & 4) shall be the same as ordinary working day.

Article 24 (Termination of the Money Transfer Agreement)

If any of the following is deemed by the Company to apply to the customer before the money transfer recipient receives funds subject to a money transfer agreement concluded according to Article 19, the Company may terminate Metro remit Service agreement.

(1) If the money transfer is in violation of Japanese foreign exchange related laws and regulations or if foreign exchange transactions are suspended by the Japanese government.

(2) If a war, civil unrest, a natural disaster, a labor dispute, a riot, a terrorist attack or a strike occurs or may occur.

(3) If Metrobank is subject to or may be subject to freezing of assets, cessation of payment, grounds for the initiation of bankruptcy procedures, grounds for the initiation of civil rehabilitation procedures, grounds for the initiation of corporate reorganization procedures, grounds for the initiation of special liquidation or grounds for the initiation of other bankruptcy proceedings.

(4) If there are reasonable grounds to deem that the money transfer is related to a crime.

2 In such cases, the funds for which the customer has made a money transfer application and the money transfer fee stipulated in Article 26.2 shall be returned to the customer. However, if the Company terminates the money transfer agreement due to Item 1 or Item 4 applying to the customer, the company shall not return the funds for which the customer makes a money transfer application, the amount equivalent to money transfer fees, and the customer shall consent to this in advance.

3 If the money transfer recipient does not receive the funds after 90 days (inclusive) have elapsed since the notice of the completion of money transfer instructions, this money transfer agreement shall automatically be cancelled and the funds for which the customer has made a money transfer application shall be returned to the customer but the company shall not return the funds for which the customer makes a money transfer application, the amount equivalent to money transfer fees, and the customer shall consent to this in advance.

4 The Company shall in no way be liable for any losses or damages incurred by the customer as a result of the termination or expiry of the money transfer agreement as stipulated in Paragraph 2.

Article 25 (Foreign Exchange)

1 Money transfer applications to the Company as stipulated in Article 21 shall be made using Japanese yen. Currencies (hereinafter referred to as "currency received") other than Japanese yen that have been prescribed by the Company may be specified on the application screen as the amount received. (Currency received in Japanese Yen shall be limited only to credit to Metrobank's Japanese Yen account.)

2 When funds sent in the currency received are paid, the exchange rate used for the conversion shall be as follows:

(1) In case of US dollars being currency received – the Company shall set the conversion rate from Tokyo Interbank Telegraphic Transfer Selling rate on the fund received day from the customer by the Company by adding 0 to 1.5 yen spread.

(2) In the case of Philippine peso – the Company set the conversion rate from the rate offered by Metrobank on the fund received day from the customer by the Company by adding 0-3% margin.

In case of honk holiday, the conversion rate of last working day shall be used as conversion rate of the day with the same yen spread or margin. The difference between the conversion rate offered to the customer and the Company's procured conversion rate shall be the earning of the Company together with remittance fee.

Conversion rate applied on Sunday shall be used from the conversion rate of the preceding Friday (If said Friday is holiday, then preceding Thursday)

If customer wishes to use registered postal mail transfer with either over hundred thousand yen (100,000) or a first time transaction, remittance transaction shall be done on the date that the customer deems to receive the transactional documents the Company sends to said customer (it is considered 3 days after dispatch for Kanto Koshin region 4 days for other areas.) using the same conversion rate of the day.

In principle, the conversion rate of the day shall not be altered, however, in case of rapid fluctuation of currencies either Japanese Yen, United States Dollars or Philippine Peso, (in case of Philippine Peso, the communication from Metrobank, and in case of United States Dollars, fluctuation at Tokyo Interbank market) the alteration of the conversion rate shall be undertaken and in such case, immediate after decision making, such alteration shall be notified to the customer and got understanding from the customer.

Articles 26 (Fees, etc)

1 The customer shall pay fees prescribed by the Company when using the Metro Remit Service. In addition to this, it shall be understood by the customer that additional charges or other expenses (hereinafter referred to as “additional charge”) to be incurred depending on various reasons by assigned company or banks and this additional charge shall be deducted from the fund to be received by the beneficiary.

2 The maximum amount that the customer shall pay to the Company shall be in principle one thousand five hundred yen per remittance. However, in case of currency received being Japanese Yen, (Only for the credit to Metrobank’s yen account) maximum amount of nine thousand yen shall be charged (Remittance charge of Y1,500 + handling fee Y7,500: 0.075% of the amount to be remitted)

Please refer to the following for reference:

For peso as currency received – in case of amount to be remitted being one million yen – maximum charge Y1,500

For dollar as currency received – in case of amount to be remitted being one million yen – maximum charge Y1,500

For yen as currency received - in case of amount to be remitted being one million yen – maximum charge Y9,000 (remittance charge of Y1,500 + handling fee Y7,500)

3 For records inquiry, amendment and reimbursement of remittance, the processing fees below shall be applicable.

(a) Records Inquiry Fee: a flat rate of ¥500

(b) Amendment Fee : a flat rate of ¥500

(c) Reimbursement Fee: a flat rate of ¥500

Additional charge may be incurred subject to conditions after the completion of the processes described above.

4 The applicable transfer fee shall be indicated at the remittance confirmation page on the Website. You shall agree to pay the fee on application after checking the amount.

5 Amendment of Fees

All the fees shall be subject to change without prior notice. The Company shall post the amended fees on the Website, together with the effective date and other necessary information.

Article 27 (Cancelling Metro Remit Service)

1 The customer may cancel the money transfer application and terminate the money transfer agreement at any time until the recipient receives the money transfer.

2 In the event the customer cancels the money transfer application or terminates the money transfer agreement in accordance with the preceding paragraph, the Company shall return the funds for the money transfer and the fees

3 When using various optional services for the Metro Remit Service provided by the Company, the customer shall agree in advance that there are some cases in which it is not possible to terminate the money transfer agreement stipulated in Paragraph 1 of this Article.

Article 28 (Outsourcing)

The customer shall be to observe these Terms and Conditions if outsourcing is practiced by the Company for the provision of the Metro Remit Services; only on that condition, the customer shall be entitled for use of the Metro Remit Services and ensured the rights the customer reserves as a customer of Metro Remit Services.

Article 29 (Amendment of terms and conditions)

This Agreement shall be subject to change by the Company without prior notice (unless such is required by law) whenever deemed necessary. Descriptions of material amendments to this Agreement shall be posted on the Company website or displayed at our office no more than one month in advance. The customer may review the current Agreement prior to initiating a transaction at any time on the Website.

Article 30 (Translation of Agreement)

This Agreement shall be originally written in Japanese. In the event of a conflict between the Japanese version of this Agreement and a version in a language other than Japanese, the Japanese version shall apply.

Article 31 (Contact for Inquiries, Complaint Processing Procedures and Dispute Resolution Procedures)

1 Inquiries concerning the Services shall be accepted through the contact shown

below.

Metro Remittance (Japan) Co., Ltd.

Address: 1F Rong Shing Ryus Tower 87-3 Yamashitacho, Naka-ku, Yokohama-shi Kanagawa-ken 231-0023

Tel: 045-680-1650

Office Hours (Sunday to Friday) 9:00 - 17:00

E-mail: mrj.operation@metro-rj.co.jp

2 The Company has implemented the following complaint processing procedures and dispute resolution procedures. The following external organizations may be used for complaints and disputes concerning the money transfer business operated by the Company.

(1) Complaint Processing Procedures

Japan Payment Service Association “Customer Hotline” Tel: 03-3219-0628

The process used by the Association to handle inquiries and complaints can be found the URL below.

(URL: http://www.s-kessai.jp/info/funds_consumer_inquiry_i.html)

(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