

# Matters concerning the Installment Purchase Contract

[割賦購入契約について]

Please fill in the box except corporate customers.

I agree to the information listed in this document, how private information is handled, and would like to apply for the Installment Purchase Contract (this Contract) separately.	
Date (同意日)	
Signature (ご署名)	<div style="border: 1px solid red; padding: 5px; text-align: center;"> <b>Please sign the Japanese version.</b>            サインは日本語版へお願いいたします。         </div>

Thank you for using SoftBank. We ask those who are to use the installment purchase contract scheme for purchasing SoftBank products to kindly read and agree to the "Installment Purchase Contract for each Commodity" as well as the terms and conditions written below, before signing the contract.

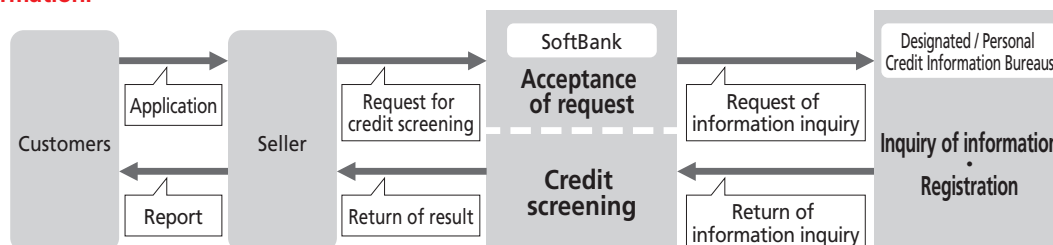
## Matters regarding the Contract (Attentions)

You are requested to carefully read the "Application Form for the Installment Purchase Contract" the "Terms and Conditions of the Installment Purchase Contract for each Commodity" and the "Purposes for Using Personal Information, etc." stated on this document.



### SoftBank may provision of personal information to personal credit information bureau.

① SoftBank may, for the purpose of investigating the credit status of customers, make inquiries and register their information.



② SoftBank may, upon the completion of this contract, register the contract information and payment information (including the information on arrears) of their customers to our Designated / Personal Credit Information Bureaus.



③ If credit information bureaus have information on payment delinquency, etc. you may not be able to make other credit contracts.

—Information on payment delinquency remains in the records of credit information bureaus for 5 years after repayment, and may be used for investigations by member institutions.

### ■ Points to note when the payer and the subscriber are not the same person ■

\* Both the subscriber and the payer should read this.

—The subscriber's data, and not the payer's, will be used for inquiries/registration to credit information bureaus (cases where the subscriber is a minor and the payer exercising parental authority fails to make payments will be treated as delinquency on part of the subscribing minor).

➔ See the table in this document for more information on registered personal information and on how long it remains on record.



### Liability for all payments due even after contract cancellation.

The Communication Service Provision Contract you enter into is a separate contract from this one. After this contract's conclusion, you will still have to pay your installments even if you cancel the Communication Service Provision Contract.

● The billing of the installment payments starts in the second month counting from the conclusion of the contract, in principle. In case the contract was signed at the same time as the Communication Service Contract, the bill may start in the third month counting from the conclusion of the contract, depending on how our communication services are used.

\* In case of credit card payment, the payment will be scheduled as stipulated in the credit card contract.

\* If the paid amount is smaller than the stated amount on your bill, the payment will cover in the order of the payment due-date. In case the due-dates for the installment payment and the communication service payment are the same, the payment will firstly cover the communication service bill, and then the installment payment billed based on the Third Party Credit Contract for each Commodity.

**You are required to carefully keep the "Application Form for the Installment Purchase Contract" and this document.**

(After concluding the contract, they will become legally significant based on a part of Article 4 of the Installment Sales Act.)

# The Terms and Conditions of the Installment Purchase Contract for each Commodity

The purchaser shall apply with SoftBank Corp. to purchase the product stated on the application form for the Installment Purchase Contract (hereinafter referred to as "Application Form") (hereinafter referred to as "Product") under the conditions stated below and on Application Form, and SoftBank shall accept the application.

## Article 1 (The point of the conclusion of the Sales Contract)

The Sales Contract (hereinafter referred to as "this Contract") shall be concluded at the time when SoftBank agrees to it by undertaking prescribed procedures, and notifies to the purchaser. However, if the item is either an Air terminal or a telephone unit, the sales contract for that item shall be established on the date SoftBank confirms that the purchaser has received the item.

## Article 2 (The delivery of Product and the transfer of ownership)

Product shall be delivered to the purchaser immediately after the conclusion of this Contract, and its ownership shall be transferred to the purchaser at the time of the delivery. However, ownership of the Air terminal or the telephone unit shall be transferred to the purchaser on the date SoftBank confirms that the purchaser received the item. The purchaser may not provide Product as collateral, hand over its ownership or resell it before the ownership of Product has been transferred to the purchaser.

## Article 3 (The payment date and payment method of installment payments)

The purchaser shall pay to SoftBank the amount of installment payments stated on Application Form, on the schedule stated on Application Form and in the payment method stated on Application Form. In addition, SoftBank may consign the collection of claims held against the purchaser, and the act of receiving said claims, to Yahoo Japan Corporation and other third parties (hereinafter collectively referred to as "collection agencies"). Even if the Service Agreement for 3G Communication Service and other communication services (hereinafter referred to as "3G Service Agreement, etc.") entered into by the purchaser are cancelled before the fulfilling the obligation in regard to the Installment Purchase Contract, regardless whether they are cancelled before or after the start of installment payments, the Installment Purchase Contract will remain effective, and the amount of installment payments, schedule and payment methods shall remain the same as before.

## Article 4 (Liability in case of the lost or damage of Product)

The purchaser shall inform SoftBank promptly if Product is lost or damaged due to fire, wind or flood damage, theft and other causes before fulfilling the obligation in regard to this Contract. Also the purchaser shall remain liable to the payment in the method stated on Application Form.

## Article 5 (The change in address)

- (1) The purchaser, in case of changing in address, shall notify SoftBank of the matter without delay in a written form. While the 3G Service Agreement, etc. entered into by the purchaser is still effective, this duty may be substituted with the notification of the matter based on 3G Service Agreement, etc.
- (2) The purchaser, in case of neglecting the notification duty stated in (1), shall not disagree if SoftBank assumes that the notices or documents sent out from SoftBank will be delivered on the schedule which they are usually delivered, even if they are actually delayed or undelivered.

## Article 6 (Forfeiture of benefit of time)

- (1) The purchaser shall lose the benefit of time in regard to the obligation based on this Contract as a matter of course, and execute the obligation immediately, if;
  1. the purchaser fails to make the installment payments on schedule, or, even if SoftBank presses the purchaser for payment

- in a written form for 20 or more days which are set as an appropriate period of time, fails to make payment during the period,
  2. the note or check signed by the purchaser becomes dishonored, or general payment is suspended,
  3. the purchaser receives the order of attachment, provisional attachment, preservation attachment and provisional disposition, and disposition of delinquency,
  4. the purchaser receives the order of bankruptcy, civil rehabilitation, special liquidation, corporate rehabilitation and other court insolvency proceedings, or files such proceedings him/herself, and
  5. the purchaser fails to pay any of installment payment on schedule, if the deal has a commercial purpose for the purchaser (except the case of Business Opportunity Related Sales Transactions).
- (2) The purchaser shall lose the benefit of time in regard to the obligation based on this Contract upon SoftBank's request and fulfill the obligation immediately, if;
    1. the purchaser violates the obligation on this Contract and the violation is deemed a grave violation against this Contract, and
    2. the credit condition of the purchaser deteriorates significantly in other cases than above.

## Article 7 (Late payment charge)

- (1) If the purchaser fails to make the installment payments on schedule (except the case of (2)), the purchaser shall pay the late payment charge, which is the amount of installment payment for the period starting from the day following the due-date to the day when the payment is actually made, multiplied by the statutory interest rate.
- (2) If the purchaser loses the benefit of time in regard to the obligation based on this Contract, the purchaser shall pay the late payment charge, which is the total remaining amount of installment payment for the period starting from the day the purchaser loses the benefit of time to the day when the installment payment is completed, multiplied by the statutory interest rate.

## Article 8 (Cancellation)

SoftBank may cancel this Contract if the purchaser falls under any of the paragraphs and items of Article 6.

## Article 9 (Covering of cost, etc.)

- (1) The purchaser shall cover the cost required to make the installment payments to SoftBank (i.e. money transfer handling fee) upon SoftBank's request.
- (2) The purchaser shall, upon SoftBank's request, separately cover the handling fee for the re-tried account transfer in case SoftBank requests the relevant financial institutions to re-try account transfer payment due to the delay in payment, as well as the handling fee for mailing the payment slip if SoftBank sends one.
- (3) The purchaser shall, upon SoftBank's request, separately cover the cost of visit, when SoftBank visits the purchaser due to the delay in installment payment or other causes imputable to the purchaser.
- (4) The purchaser shall, upon SoftBank's request, cover the cost of reminding, when SoftBank reminds the purchaser of the payment in a written form based on Article 6 (1)-1.
- (5) The purchaser shall, upon SoftBank's request, pay the equivalent amount of taxes and public dues when the taxes are applied to the costs that the purchaser pays to SoftBank, or pay the equivalent amount of increment when the taxes and public dues (including consumption tax) are raised.

## Article 10 (Cancellation of Sales Contract due to the difference between samples, catalogues, etc. and actual products)

In case the purchaser applies for the purchase based on samples or catalogues, he/she may ask SoftBank to exchange Products or cancel

this Contract if the sample or the image on the catalogue is different from the actual Product.

#### **Article 11 (The matter regarding the provision of required services)**

No service is required to be provided for selling Product.

#### **Article 12 (Notary documents)**

The purchaser, if SoftBank claims necessary, shall attain notary documents in regard to this Contract, attached with compulsory execution clauses, at the expense of the purchaser, and submit the necessary documents to SoftBank.

#### **Article 13 (Consent to the acquisition of resident certificate, etc.)**

The purchaser shall agree that SoftBank may acquire and make use of his/her resident certificate, etc. for the purpose of credit screening or receivable control in regard to this application, if SoftBank regards necessary.

#### **Article 14 (Agreement on the court with jurisdiction)**

The purchaser, in case of any conflict regarding to this Contract, regardless of the amount involved in the matter, shall agree that the case should be handled by the summary court or the district court which has jurisdiction over the purchaser's domicile, the place of purchase, or the head office, each branch office, or sales office of SoftBank.

#### **Article 15 (Assignment of installment receivables)**

SoftBank may assign the receivables based on this Contract with the purchaser or provide them as collateral to a third party. The purchaser shall in advance agree that his/her receivables may be assigned or provided as collateral to a third party, and that SoftBank may provide the private information of the purchaser to the assignee or the collateral holder.

#### **Article 16 (Special clause for the case of early completion of payment)**

The purchaser, in case of fulfilling the payment of installment payments according to the initial contract, and paying all the remaining debts in a lump in the middle of the payment term, may request SoftBank for returning the installment payment handling fees for the remaining term including the month of making such request, which is calculated based on the rule of seventy-eight (78) or other equivalent rules set by SoftBank.

When the request is submitted after the bill closing date set by SoftBank, however, the purchaser may request the return of the

installment payment handling fees for the remaining term from the following month he/she makes such request.

#### **Article 17 (Exclusion of Antisocial Forces)**

- (1) The Purchaser shall promise that the Purchaser is currently not, and will not become:
1. An organized crime group;
  2. A member of an organized crime group or a person who was a member of an organized crime group within the past five (5) years;
  3. An associate member of an organized crime group;
  4. A company related to an organized crime group;
  5. A corporate racketeer, etc.;
  6. A politically-branded racketeering organization;
  7. An organized crime-related specialist, etc.;
  8. A cooperative entity of any of the above;
  9. Another entity equivalent to any of the above.
- (2) The Purchaser shall promise not to engage in any of the following acts, either directly or by employing a third party:
1. Violent demands;
  2. Unjust demands beyond the Purchaser's legal responsibility;
  3. Threatening speech and behavior or violent acts committed in relation to transactions;
  4. Spreading rumors or employing fraudulent means or force to damage SoftBank's credibility or obstruct SoftBank's business;
  5. Other acts equivalent to any of the above.
- (3) If the Purchaser falls under (1) or (2), is found to have made a false report concerning the promises made pursuant to the provisions of (1) or (2), fails to comply with the necessary inquiries carried out by SoftBank in relation to this article, or provides false answers to said inquiries, and SoftBank therefore deems that it is inappropriate for the Purchaser to conclude or continue a contract, SoftBank may refuse to conclude a Purchase contract for individual goods by installment payments with the Purchaser, or may cancel an Purchase contract for individual goods by installment payments without prior notice. If his/her Purchase contract for individual goods by installment payments is canceled, the Purchaser shall automatically lose the benefit of time for any obligations pursuant to the Purchase contract for individual goods by installment payments, and shall immediately perform his/her obligations.
- (4) If SoftBank incurs losses, damages or expenses (hereinafter referred to as "Damages, etc.") by the application of the provisions of (3), the Purchaser shall be liable to provide compensation for the Damages, etc. The Purchaser shall not bill any Damages, etc. incurred by the application of the provisions of (3) to SoftBank.

## **To customers who apply through door-to-door sales or telemarketing**

### **●Cooling-off System regarding Purchase Contracts for Individual Goods by Installment Payments, Sales Contracts, etc.**

1. If you apply for a contract through door-to-door sales or telemarketing, you can withdraw or cancel your application for a purchase contract for individual goods by installment payments, sales contract, etc. (hereinafter collectively referred to as "contract") by written notice within eight days from the date of receipt of this document (hereinafter the "cooling-off period").

In addition, if SoftBank caused you to misunderstand the cooling-off period by misrepresenting the facts about it, or if you have not been able to apply for cooling-off due to confusion under duress, you can use the cooling-off period up to eight days from the day you receive a document that states you can take advantage of the cooling-off period again.

However, please note that if your application falls under Article 26, Paragraph 1 of the Act on Specified Commercial Transactions, such as for business purposes, you cannot take

advantage of the cooling-off period.

2. The cooling-off period becomes effective when SoftBank sends a document stating that the cooling-off period is available. Please fill in the required items (application date or contract date, purchased product name, name of the dealer you purchased the product from, application number, reason for requesting cancellation of the contract) on a postcard, etc. and mail it to SoftBank (simple registered mail is recommended).

3. In the case of the cooling-off period per the preceding paragraph, (1) it is not necessary to pay damages or penalties to SoftBank. Also, SoftBank will bear the expenses required to collect or return the item. (2) Even if an item that was obtained through door-to-door sales or telemarketing has already been used, you do not need to pay any money equivalent to the profit obtained by using the item, such as received payment for the item to SoftBank. (3) Money paid to SoftBank will be promptly returned from SoftBank. (4) Please return the item for which you used the cooling-off period to SoftBank.

# Purposes for Using Personal Information in Installment Sales, Third Party Credit for each Commodity, etc.

See SoftBank Mobile website for detailed and the latest information on handling private information, as the following shows its summary.

## 1) Purpose of use of Personal Information

For the purpose of direct / indirect installment sales etc., SoftBank uses and provides a third party with personal information within the scope necessary to achieve the purposes below. SoftBank will not use misrepresentations or other unfair means to obtain personal information.

1. Customer support such as giving responses to customers' inquiries, information on procedures for installment sales, third party credit for each commodity, etc. or other information services;
2. Evaluation of whether a customer is qualified for installment sales, third party credit for each commodity, etc., management of transactions after the relevant contract;
3. Charge calculation;
4. Billing;
5. Invoicing for installment payments and reimbursement payments (including those commissioned by other companies);
6. Prevention of unauthorized use of installment sales, third party credit for each commodity, etc.;
7. Marketing research and analysis;
8. Preparation of statistical data for management analysis and the use of the results of such analysis;
9. Guidance on products, services and campaigns of SoftBank and other companies;
10. Notice to inform about information provision to contribute to improvements in customer service; and
11. Other operations required to provide installment sales, third party credit for each commodity, etc. including responses based on laws and ordinances.

SoftBank will clarify the purpose of use and obtain prior consent by customers whenever using the relevant Personal Information for purposes other than those above.

## 2) Provision / Inquiry / Registration of personal information to Subscribed Designated Credit Information Organization, Subscribed Personal Credit Information Agencies etc.

1. SoftBank may disclose and provide private information of the contract holder (including the applicant) relating with installment and third party credit contracts (hereafter "Applicable Contract") to designated credit bureaus of SoftBank (hereafter "Designated Credit Bureaus") and independent credit bureaus (hereafter "Independent Credit Bureaus"). In such cases, SoftBank will use the private information (if registered) in order to investigate the contract holder's credit and repayment ability.

2. SoftBank provides Subscribed Designated Credit Information Organization / Personal Credit Information Agencies with the personal information regarding the customer (including applicant) who makes the contract and objective deal information, then register for the terms defined in the following list. The information provided / registered are used for the investigation of customer's ability of pay or ability of repayment by the subscribers of the Subscribed Designated Credit Information Organization / Personal Credit Information Agency.

<Registered personal information etc. and the term>

Registered information	Subscribed Designated Credit Information Bureau and the Term	
	Credit Information Center Corp.	Japan Credit Information Reference Center Corp.
(1) Relevant individual's information such as his/her name, date of birth, sex, address, phone number, place of employment, work phone number, alphanumeric information in driver's license, etc.	Term in which any of (2), (3) or (4) is registered	
(2) Fact that Subject Contracts are actually made	6 months after a date when SoftBank refers to a Subscribed Designated Credit Information Bureau	Within 6 month when SoftBank refers to a Subscribed Personal Credit Information Bureau
(3) Information regarding the contract such as a date of the Contract, type of contract, amount of contract, amount of loan, product name and its quantity and number of times and period and number of payments etc. Objective information such as the outstanding balance, account receivable on installment sales, estimated annual amount due, dates of payment, date of full payment, expected date of full payment etc.	During the term of Subject Contracts and within 5 years after expiration of Subject Contracts (after full payment if not yet paid in full)	While the contract is effective and within 5 years after the contract ends (For information concerning the credit assignment: Within 1 year since the information was found)
(4) Information about repayment (The fact a credit payment was not made on time)	During the term of Subject Contracts and 5 years after expiration of Subject Contracts (after full payment if not yet paid in full)	While the contract is effective and within 5 years after the contract ends

Subscribed Designated Credit Information Organization / Personal Credit Information Agencies. and Partner Personal Credit Information Agencies are as stated below. In addition, if SoftBank joins another Personal Credit Information Agencies and provides it with/registers/uses personal information mentioned above etc., SoftBank separately informs the relevant customer in writing of such effect and obtains his/her consent.

## < Subscribed Designated Credit Information Bureau >

■ CREDIT INFORMATION CENTER CORP. (<http://www.cic.co.jp/>)

First West Bldg., 15<sup>th</sup> Floor, 1-23-7, Nishi-Shinjuku, Shinjuku-ku, Tokyo, Japan 160-8375  
Toll free: 0120-810-414

\* Designated Credit Information Organization based on the Installment Sales Act whose members are mainly companies conducting a credit business such as installment sales.

## < Subscribed Personal Credit Information Bureau >

■ Japan Credit Information Reference Center Corp. (JICC) (<http://www.jicc.co.jp/>)

Kanda Shinko Building  
1-10-14 Kitaueno, Taito-ku, Tokyo 110-0014, Japan  
Phone: 0570-055-955

\* Personal Credit Information Bureau whose members are mainly money lenders, credit card companies, leasing companies, guarantees companies, financial institutions and so forth.

## < Partner Personal Credit Information Bureau >

■ Personal Credit Information Center (<https://www.zenginkyo.or.jp/pcic/>)

1-3-1 Marunouchi, Chiyoda-ku, Tokyo, Japan 100-8216

Phone: 03-3214-5020

\* Personal Credit Information Bureau whose members are mainly financial institutions and their affiliates.

Visit a website posted by each Personal Credit Information Bureau for details of membership requirement and the names of member companies of each bureau.

## 3) Provision to Third Parties

1. In relation to purchases of SoftBank products by installments or lump-sum payment, by transporting documents, sending electronically or magnetic way, SoftBank may provide an assignee with personal information for the purpose of assigning receivables such as installment receivables to a third party under provisions of the installment purchase contract and reimbursement contract.

2. SoftBank may provide private information of the contract holder (including the applicant) to the following companies in order to cooperate with credit business operations.

### < Partner Company >

■ SB Payment Service Corp. (<http://www.sbpayment.jp/>)

Shiodome Sumitomo Building, 25<sup>th</sup> Floor, 1-9-2, Higashi-Shinbashi, Minato-ku, Tokyo, Japan 105-8025

Phone: 03-6889-2130

\* Wholly-owned subsidiary of SoftBank Group Corp. providing SoftBank with a total assistant service for credit control / screening, which is partially outsourced by SoftBank.

## [Contact: Personal Information Inquiry]

Below is the contact information for inquiries on handling private information

## <Contact for personal information inquiries concerning SoftBank mobile phones, etc.>

Phone number: **0088-210-051**

Business hours: 9:00~17:00 (excluding weekends and holidays)

## <Contact for personal information inquiries related to Y!mobile products / services>

Phone number: **044-382-0404** (charges apply)

Business hours: 9:00~17:00 (excluding weekends and holidays)

## < Japan Consumer Credit Association Private Information Protection Promotion Center >

■ Accredited Private Information Protection Organization SoftBank belongs to (<http://www.j-credit.or.jp/customer/personal-consult/index.html>) \* Japanese only  
Phone: **03-5645-3360**

Service hours: 9:00-12:00, 13:00-16:00

(Except Saturdays, Sundays, public holidays, the year-end and New Year holidays)

\* Ask the following "SoftBank Customer Support" for installment contract (Personal Information).

\* For the contacts of Subscribed Designated / Personal Credit Information Bureaus, etc. and Partner Personal Credit Information Bureau, visit their respective website.

## SOFTBANK Corp. www.softbank.jp

\* For information on installment contracts (personal credit information), please contact the following:

### Regarding SoftBank Cellphones (SoftBank Customer Support General Information)

[From SoftBank handsets] ..... 157 (Toll free)

[From fixed-line phones] ..... 0800-919-0157 (Toll free)

[For assistance from abroad] ..... +81-92-687-0025

(International charges apply/Free from SoftBank handsets.)

• IVR Operating hours: 24 hours

• Operators Operating hours: 10:00~19:00 (however, certain inquiries are not covered.)

### Regarding Y!mobile products and services (Y!mobile Customer Center)

■ Customer Service Desk (Charged call)

Toll-free calls\* to 151 are eligible for toll-free calling under the "Daretodemo Teigaku" service)

[From Y!mobile smartphones and cellphones] ..... 151

[From other company's smartphones and cellphones] ... 0570-039-151

[Operator hours] 10:00~19:00 (Years round)

■ Various procedures and applications (Toll free)

[From Y!mobile smartphones and cellphones] ..... 116

[From other company's smartphones and cellphones] ... 0120-921-156

• Service hours: 24-hour service via automatic voice response system (Year round)

■ Home page <http://ymobile.jp/>

● The information written on this document is as of March. 12, 2020  
The content may be updated as necessary.

取扱店担当者の方へ 本誌はお客さまへお渡しください。

Name, address, contact of your seller