

Rakuten Pay Terms of Use (for end-users)

Updated: June 10th, 2021

These Terms and Conditions govern your use of the app payment Service (as defined in Article 1 (*Definitions*)) provided by Rakuten Europe Bank S.A. ("**REB**").

This document sets out the matters that must be observed with respect to the use of Rakuten Pay (as defined in Article 1 (*Definitions*)).

Users of the Service are required to agree to these Terms and Conditions before using the Service.

Article 1 (Definitions)

In these Terms and Conditions, the following terms shall have the meanings set out below

1. **"App Linking"** refers to the use of a (hyper)link that allows the Users to start up the Linked App directly on User device, read the barcodes of products by themselves or select products to be purchased from the Linked App and approve the payment of the transaction through Rakuten Pay regardless of whether the Linked App has been installed by the User or not.
2. **"Service"** means the service provided by REB which allows the User to pay goods, services or charges at the shops designated by REB with an application called R Pay that can be downloaded by the User, with the possibility for the User to use a card registered in advance as a means of payment.
3. **"Designated Card"** means a credit card, debit card or prepaid card confirmed and validated by REB through the 3D Secure technology (technology for protecting online payments by credit card used on certain websites).
4. **"Force Majeure"** means fire, power failure, natural disasters such as earthquakes, eruptions, floods or tsunamis, pandemic, war, upheaval, insurrection, riot, disturbance, labour dispute, laws and regulations or measures taken under Luxembourg laws and regulations hindering the possibility to provide the Service, the R Pay App, the Linked App, the Merchant App, the server, communication lines, or other equipment fails or malfunctions, or any other reason or event that prevents the provision of the Service and that cannot reasonably be avoided by REB.
5. **"Linked App"** means an app with the functions prescribed by REB, such as a function that connects to the R Pay App and allows data and other information to be linked to the R Pay App, provided by a party approved by REB, which the User downloads to the User

device.

6. **"Merchant"** means an online and offline shop designated by REB where the Users can make payments using the Service.
7. **"Merchant app"** means an application provided by REB to allow the merchant to manage transactions via the Service.
8. **"Merchant device"** refers to a generic term for smartphones or tablets managed by the merchant, which are downloaded with the merchant application and used for payment of the Service.
9. **"Order Number"** means the number assigned to each payment for the Service, which REB will notify through the R Pay App and the Merchant App.
10. **"Password"** means the password used for authentication as a Rakuten Member and registered by the Rakuten Member in a method prescribed by Rakuten.
11. **"Pre-payment"** refers to the payment made by the User by selecting a product or other item from the linked app prior to the delivery of the product or other item at the Merchant.
12. **"QR reader"** refers to any QR code issued by REB that is displayed on the Merchant web-site or Merchant App as being used to pay the amount of payment entered by the merchant (hereinafter referred to as "QR code (one-time)"), or any QR code issued by a method other than the Merchant web site or R Pay App and presented to the user by the merchant.
13. **"QR code (One-Time Type)"** is a QR Code issued by REB or a QR Code issued by a merchant and presented to a user by a method other than the display on the merchant web-site or Merchant App.
14. **"R Pay App"** means software provided by REB that can be downloaded by Rakuten members to their User device and activated after the authentication process to use the Service.
15. **"Rakuten ID"** Rakuten ID is a unified program operated and managed by Rakuten Group, Inc. ("**Rakuten**") allowing Rakuten Members to easily connect to other Rakuten services by a single log-in function, share their account information and join a loyalty program with the Rakuten group companies participating in the Rakuten ID program.
16. **"Rakuten Member"** means an individual who is registered with a Rakuten service and who has chosen to register to another service using Rakuten ID. Pursuant to applicable terms of use of the Rakuten service, by signing in to another Rakuten ID service the Rakuten Member is asking the Rakuten service to share his/her account credentials and profile information with the other Rakuten ID services for the purposes described in the Rakuten ID Privacy Policy <https://corp.rakuten.co.jp/privacy/fr/rakuten-id.html>.
17. **"Rakuten Pay"** means the payment method that allows the Rakuten Members to pay

for goods and services with their Rakuten ID and which includes a membership program with Rakuten Point as a loyalty reward program.

18. **"Rakuten Point"** means the Rakuten customer loyalty scheme administered by REB.
19. **"Rakuten Point Terms of Use"** means the terms and conditions under which a Rakuten entity offers Rakuten Point to Rakuten Members as well as any other applicable terms of use related to Rakuten Point.
20. **"Registered Card"** is a Designated Card registered in accordance with Article 2.
21. **"Settlement Amount"** means the amount paid by the User to the Merchant for the goods, services of the Merchant.
22. **"Settlement Person in charge"** is the person at the Merchant who is in charge of payments with the User.
23. **"User"** or **"Users"** means a person who has registered as a Rakuten member to use the Service.
24. **"User device"** means a smartphone or other electronic device owned by a User that is used to download this Application and make payments for the Service.

Article 2 (Users of the Service)

The Service can only be used by any Rakuten Member (i) having registered as Rakuten Member in accordance with the method prescribed by Rakuten, (ii) having downloaded this R Pay App to their device, (iii) gone through the authentication process with their Rakuten ID and password in the method prescribed by Rakuten, (iv) registered their credit card and/or debit card and (v) proceeded with authentication provided by card issuing bank to authenticate their identity.

The Users can use the Service only when REB approves the use of the Service after registration of a Designated Card and identification.

Article 13 (*Amendments to the Users' information*) deals with changes in the Users' information.

Article 3 (Method of payment)

1. When using the Service, the Users may choose to use the Service to pay for goods, services at the Merchant, the Users may choose to use QR scanning or App Linking.
2. In the case of using the Service, the User may use Rakuten Points held by the User in accordance with the procedures described when making payment for the settlement amount. The User shall comply with the Rakuten Point Terms of Use.
3. In the case of payment by QR code display and scanning, the User shall make payments in accordance with the following procedure.

- (1) After launching the R Pay App, the User shall follow the procedures for authentication of Rakuten Members by using the Rakuten ID and password in a manner predetermined by REB and disclosed to the User. Rakuten ID uses your identifiers, which you have provide to as Rakuten Member, to authenticate your identity when you log in to our websites and/or applications. Depending on the Rakuten ID you connect through, your username may be your email or another format available to Rakuten Members.
 - (2) The User confirms the amount on the bill at the Merchant, and then scans the QR code from the User device.
 - (3) If the User wishes to use Rakuten Points, the User shall follow the guidance displayed on the R Pay App and select the number of Rakuten Points to be redeemed to pay all or part of the Settlement Amount.
 - (4) REB or the issuer of the Registered Card may request the User to enter the ID and password issued by the issuer of the Registered Card as part of the Identity Authentication Procedure. If the User does not follow the Identity Authentication Procedure properly, the user will not be able to use the Service.
 - (5) If the registered card issuer approves the payment for the Service and REB approves the appropriation of the Rakuten Points and the use of the Service, REB shall immediately notify the R Pay App of the amount of the completed payment. The payment processing of the Service shall be completed at the same time as the notice at the time of the Service.
4. In the event that payment is to be made through the App Linking, the User shall make payment in accordance with the following procedure.
- (1) The User shall download the Linked App with the user's device. Such download should be made at the User's own responsibility. The use of the Linked App shall be subject to the terms and conditions stipulated by the provider of the Linked App, and REB shall not be liable for any failure, malfunction, error, etc. of the contract, (including failure to read products, etc. as stipulated below or to properly link information to the Application), suspension or discontinuation of the use of the Linked App, or any other damage or dispute arising from or in connection with the contract concluded using the Linked App, or the App Linking.
 - (2) The User shall launch the Linked App, and select the goods or services of the Merchant from the Linked App, and select REB as R-Pay" or "Rakuten Pay" as the payment method for the transaction. In this case, the User agrees that the R Pay App will be launched and the charges for the good, and any other information prescribed by REB will be linked to the R Pay App from the Linked App. The User hereby

acknowledges that the contract between the User and the Merchant regarding transactions of goods or services of the Merchant is established within the linked app before the launch of the Application without the need of any further confirmation, process or formality.

(3) If the User wishes to allocate the Rakuten Points, the User shall follow the guidance displayed on the R Pay App and select the number of Rakuten Points to be allocated to the payment in part or in full of the relevant Settlement Amount.

(4) If the registered card issuer approves the payment for the Service and REB approves the appropriation of the Rakuten Points and the use of the Service, REB shall immediately notify the R Pay App of the amount of the completed payment. The payment processing of the Service shall be completed at the same time as the notice at the time of the Service.

5. Payment for the Service cannot be made if the issuer of the registered card does not approve the payment by the registered card.
6. Upon completion of payment for the Service, the User shall pay the registered card issuer or its designated party the amount paid for the Service to the registered card issuer or its designated party in accordance with the credit card Membership Agreement with the registered card issuer.
7. The User agrees that, in the event of payment through App Linking, information obtained through the Linked App (date and time of purchase, purchase history, specific information on purchased goods and services of the Merchant, transaction amount, etc.) will be linked and provided to this R Pay App. REB shall collect and use such information in accordance with its Privacy Policy, which shall be set separately.

Article 4 (Presentation of payment details and support/problems related questions)

1. After the payment for the Service, REB shall promptly display a detailed statement of the amount of the transaction, Order Number and other details of the payment for the Service. When such a statement is displayed, the user shall promptly confirm the contents of the statement of use.
2. The User shall contact the Merchant in the event that the details of the statement of use differ from the details of the payment for the Service, and the Merchant shall promptly investigate the details of the statement of use and contact REB, if needs be.
3. In addition to the preceding paragraph, and except for problems mentioned in paragraph 4, Users shall directly contact the Merchant in case of any issue or problem arising such as, and without being exhaustive, cancellation of purchase, redemption of Rakuten Points, inability to access the Service or malfunctioning of the Service, etc. The Merchant

shall only liaise with REB in case the issue/problem at stake cannot be solved directly between the Merchant and the Users.

For technical support (only) relating to the R Pay App and related matters, Users can contact REB directly at info-rpay-europe@mail.rakuten.com.

Article 5 (Conditions of Use)

1. REB may impose the following restrictions on use of the Service by notifying the User one (1) month in advance.
 - (1) The maximum amount of the User's use of the Service at any one time
 - (2) The User's cumulative limit amount per Merchant per day
 - (3) The User's cumulative daily usage limit of the Service
 - (4) The cumulative daily limit of the Service for each Merchant
 - (5) Any other restrictions on use that REB may set at its discretion.
2. Except as provided in the following paragraph, (i) if it is found that there was an error in the Settlement Amount paid for the Service after the completion of the payment through the R Pay App, (ii) if, after payment of the Settlement Amount, it is discovered that there was an error in the amount of money paid for this settlement transaction that was made by the Member (including cases where it is discovered as a result of the investigation set out in paragraph 2 of Article 4 (*Presentation of payment details*)), (iii) if the return of the goods occurs, (iv) if the transaction with the merchant is found to be incorrect or invalid, or (v) if the transaction is cancelled, the User shall be liable to pay the amount of money due. If a return occurs, or if the transaction with the merchant is found to be incorrect, invalid or is cancelled, the User understands that REB or the Merchant may cancel the payment for the Service. In such a case, if there are any unsettled amounts remaining, the user shall pay the Merchant by a method other than the Service or the payment of the Service.
3. In case of the following, the User shall agree with cancellation of the payment transaction.
 - (1) If it is found after the completion of settlement transaction of the Service that there was an error in the amount of money paid (or which should have been paid) for this settlement transaction
 - (2) If a return of the goods occurs for any reason.
4. If the transaction is cancelled or terminated as the transaction with the Merchant is found to be incorrect or invalid, the User may not request the cancellation of the settlement. In such a case, the User shall make the payment based on the payment made by the R Pay App, and the User shall receive a refund from the Merchant or otherwise settle the matter directly with the Merchant. The User hereby acknowledges and agrees that REB should

not indemnify or be liable for the refund or the equivalent amount to the refund, which should be the sole responsibility of the Merchant.

5. The User acknowledges that the Merchant may not accept cancellation or refund if the reason for the cancellation or refund is unreasonable, if the amount of the payment is large, if the cancellation or refund is for repeated requests or if the Merchant has any other reason to believe that there is a risk of improper, invalid or unlawful cash acquisition.
6. The User acknowledges that REB has the right to cancel, reject or suspend at any time the transaction, if REB has reasons to suspect an unauthorised or fraudulent use of the Services or there is a legal or regulatory requirement to perform further checks or investigation connected with the transaction or the User, as prescribed by the applicable law. REB will not be liable to the User in case of such cancellation, rejection or suspension.

Article 6 (Reward program Rakuten Points)

In the event that the R Pay App allows the grant of Rakuten Points, in accordance with such conditions, Rakuten Points will be granted to the User in proportion to the amount of use of the Service. In this case, the User shall use the Rakuten Points in accordance with the Rakuten Point Terms of Use. In case of conflict between the Rakuten Points Terms of Use and these Terms and Conditions, the Rakuten Points Terms of Use should prevail.

Article 7 (Management of Rakuten ID and Password, etc.)

1. The Rakuten Member who registered for the R Pay App in accordance with Article 2 (*Users of the Services*) shall be responsible for managing the Rakuten ID and password by changing them periodically to prevent their disclosure and unauthorized access by any person other than the User.
2. In addition to managing the Rakuten ID and password as set out in the preceding paragraph, the User shall take measures, separately prepared by REB, to prevent persons other than the User from using the Service on behalf of the User.
3. If REB confirms by the prescribed method that the Rakuten ID and password entered match the registered one, even if the Rakuten ID and password are used by a person other than the relevant Rakuten Member due to theft, misuse or other circumstances, REB shall not be liable for any damage caused by this except in the case of a gross negligence or willful misconduct.

Article 8 (Loss, Theft, Forgery and Republication of Devices with the App)

1. In the event that a User's device is lost or stolen or otherwise damaged, the User shall

immediately change his or her Rakuten ID password, delete his or her Registered Card information (and any copy of such information).

2. In the event of loss, theft or misappropriation, the User is obliged to notify REB, without undue delay on becoming aware of loss, theft or misappropriation of the payment instrument or of its unauthorized use.
3. The User shall not bear any financial consequences resulting from use of the lost, stolen or misappropriated R Pay App after notification in accordance with the preceding paragraph, except where he has acted fraudulently or in an unlawful manner.
4. The User may be obliged to bear the losses relating to any unauthorized payment, up to a maximum of EUR 50, resulting from the use of a lost or stolen R Pay App.
5. In the event that the R Pay App is used by a third party due to the negligence in making the changes described in paragraphs 1 and 2 or in failing to take the measures described in Article 2, unless it is due to the intentional or gross negligence of REB, the Terms of Use shall apply to any payment obligations arising from the use of the R Pay App, and the Rakuten member whose ID has been used shall be fully responsible, liable and accountable for such obligations.

Article 9 (Suspension of the Service)

REB reserves the right to suspend all or part of the Service in the event that a User falls under any of the following circumstances, or if REB deems that the User has fallen under any of the following items, and REB shall not be liable for any damage caused to the User or any third party as a result of such suspension, except in the case of intentional or grossly negligent conduct by REB.

1. If the User is no longer a Rakuten member.
2. If the User has made a false declaration in the authentication or registration of the R Pay App.
3. If the User's authentication procedure is not carried out successfully.
4. If the User violates any of the provisions of the Rakuten Member Agreement, the Terms and Conditions, the use of Rakuten Points or any other rules imposed on Rakuten Members in relation to the Service.
5. If the User fails to meet its payment obligations to the Merchant or the issuer of the Registered Card.
6. If the User's credit standing has deteriorated significantly, such as in the event of a seizure, bankruptcy, civil rehabilitation proceedings, or suspension of trade.
7. If REB deems the use of the R Pay App to be inappropriate, such as using the R Pay App for any purpose other than payment, or using the R Pay App for cash acquisition.

Article 10 (Suspension, Termination, Modification of the Service, amendments to the Terms and Conditions and REB's liability)

1. REB reserves the right to temporarily suspend all or part of the Service without prior notice to Users in the event of a Force Majeure Event, or regular or emergency maintenance, checks, repairs or changes to systems (including servers, communication lines and power supplies, and the buildings that house them) and in any other case where REB considers it necessary to suspend the Service for operational or technical reasons. In such a case, REB shall not be liable for any damage caused to the User except in the case of intentional or grossly negligent fault of REB.
2. REB may, for any reason, terminate the Service, in whole or in part, with a prior notice of one (1) month to the User, and REB reserves the right to do so by sending a notice to the User at any time by email. REB shall not be liable for any damage caused to Users or third parties as a result of the termination of the Service as set out in the preceding paragraph, except in the case of intentional or gross negligence on the part of REB.
3. REB may make changes to the Terms and Conditions by notifying the Users of such changes within the R Pay App or by email.
4. REB may, for any reason, modify the Service, in whole or in part, with a prior notice of two (2) months to the User, and REB reserves the right to do so by sending a notice to the User at any time by email. REB shall not be liable for any damage caused to Users or third parties as a result of the amendment of the Service as set out in the preceding paragraph, except in the case of intentional or gross negligence on the part of REB.
5. The amendments to the Terms and Conditions are deemed to have been effectively agreed between REB and the Users once the User uses the R Pay App after REB has notified them of such changes with the prior notice mentioned in the preceding paragraph as long as the User does not object to the changes to the Terms and Conditions.
6. If the User does not accept the Terms and Conditions, REB may suspend immediately all or part of the Service to the User
7. The User undertakes to indemnify REB without limitation for all damage, costs and expenses that result from User's negligence or intentional violation of these Terms and Conditions.

Article 11 (Intellectual Property Rights and Backup)

1. The rights to all the materials comprising the Service, including the R Pay App and its contents, in particular texts, illustrations, designs, graphics, layouts, images, tools, audio and video content, are the property of REB or third parties, licensors and contractual

partners who own such rights, and the granting of permission to use the Service in accordance with the Terms and Conditions does not constitute a license to use the Service, and the User does not acquire any rights to any of the materials on the Service. Users shall not, without the permission of the relevant right holder, engage in any act that infringes on any intellectual property rights, including but not limited to property rights, copyrights, rights of publicity, or any other rights related to the content material and may not be reproduced, copied, reproduced, distributed, rented, lent, presented, shown to the public, made publicly available, edited, adapted, redesigned or used in any other way R Pay App and its contents without the prior written consent of REB.

2. REB is under no obligation to back up the data in the R Pay App. If the User needs to back up the data, the User shall back up the data at their own expense and responsibility.
3. No further rights are granted to the User beyond the usage rights expressly granted in these Terms and Conditions.

Article 12 (Method of communication)

1. In the event that REB deems it necessary to notify or contact a User, such as if the User changes their device, REB shall notify or contact the User by messaging, email, telephone or mail to the email address, phone number or any other contact detail registered with the R Pay App. REB shall have the right to make a notification to the User of the contents of the website. In addition, REB shall not be liable for any disadvantage to the User in the event that, despite REB's notification or communication to the User, there is no response from the User concerned by the deadline specified by REB.
2. REB shall not be liable for any damage caused by the non-delivery or delay in notifications and communications from REB due to reasons attributable to the User.
3. If the User needs to notify, contact or make an enquiry to REB, the User may make an enquiry to REB by sending an enquiry form within this R Pay App, or by sending an email to the contact indicated in this R Pay App or by post. Please note that telephone calls or visits are not accepted by REB.
4. When there is an enquiry from a User under the preceding paragraph, REB shall be able to verify the identity of the User by the method specified by REB. In addition, with regard to the method of replying to enquiries (e.g. e-mail, written mail, telephone, etc.), REB shall be able to use what it considers to be the most appropriate method of reply in each case, and the User shall not be able to decide on that method of reply.

Article 13 (Amendment to the Users' information)

1. If any changes occur to the information registered in this R Pay App in accordance with

Article 2 (*Users of the Service*) (such as: name, email address, etc.), the User shall re-register the contents of the changes without delay.

2. In the event that (i) a notification from REB, (ii) documents sent, or (iii) other items have been delayed or have not arrived due to failure to register under the preceding paragraph, they shall be deemed to have been received by the User when they should normally have been received.

Article 14 (Governing Law)

1. All agreements between the User and REB shall be governed by the laws of the Grand-Duchy of Luxembourg.
2. If the User is a consumer, the choice of law stated in the preceding paragraph does not affect and is without prejudice to the application of mandatory provisions that restrict the choice of law, and in particular, the applicability of mandatory laws of the state in which the consumer is habitually resident, such as consumer protection laws.

Article 15 (Agreed Jurisdiction)

1. The User agrees to submit to the exclusive jurisdiction of the courts of Luxembourg city in the event of any dispute regarding the Terms and Conditions, regardless of the amount of the action.
2. If the User is a consumer, the choice of jurisdiction stated in the preceding paragraph does not prevent the consumer, in the event of any dispute regarding the Terms and Conditions and regardless of the amount of the action, to submit a case to the jurisdiction of the state in which the consumer is habitually resident.

Article 16 (Out-of-court complaint)

1. For any request for information or complaint related to Service, the User is invited to contact REB by sending a message to the e-mail address complaints@bank.rakuten.eu
2. Rakuten will acknowledge receipt of the User's request within ten (10) business days from the receipt of this complaint, unless it has provided a direct response to the User's complaint within this period. In any case, REB will respond to the User's complaint within one (1) month from receipt. In the event of special circumstances preventing REB from respecting these deadlines, the User will be informed.
3. If the User is not satisfied with the response provided by REB to his complaint, or in the absence of a response within the above-mentioned time limit, he may refer the

matter to the mediator of the Luxembourg Supervision Commission of the Financial Sector (*Commission de Surveillance du Secteur Financier*) (“**CSSF**”) by post at the following address or by email at reclamation@cssf.lu or by fax at +352) 26 25 1-2601:

Commission de Surveillance du Secteur Financier
Département Juridique CC
283, route d’Arlon
L-2991 Luxembourg

4. If the claim or dispute cannot be amicably, either party may submit it to the exclusive jurisdiction of the courts of Luxembourg city as stated in Article 15 (*Agreed Jurisdiction*).

Article 17 (Identity theft)

1. In case User’s credit card is stolen or User’s credit card credentials are otherwise compromised, the User should contact bank (issuer of User’s credit card) immediately to block User’s credit card.
2. At the same time:
 - (1) if the User has registered the card directly in the app, the User should immediately replace the credit card in R Pay App with another credit card;
 - (2) in case the card was already registered by the User at User’s Rakuten ID profile when using other Rakuten service, the User should replace the card at Rakuten ID profile in the relevant Rakuten service website the User has registered in previously.
3. If User’s Rakuten ID is stolen or User’s password is lost or otherwise compromised, or the User has reasons to believe it has been compromised, User should change the password at the Rakuten ID profile at Club Rakuten website or websites of other Rakuten services:
 - (1) <https://rakuten.co.uk/>
 - (2) <https://rakuten.es/>
 - (3) <https://www.rakuten.tv/>
 - (4) <https://fr.shopping.rakuten.com/event/club-rakuten>
 - (5) any other Rakuten service in Europe.
4. If the User encounters difficulties changing the password, the User should contact REB at info-rpay-europe@rakuten.com.
5. If the User notices any suspicious behaviour or activity on User’s R Pay App, the User should contact REB immediately at info-rpay-europe@rakuten.com.

Article 18 (Withdrawal right)

1. The period under which consumers can withdraw from a sales contract or a service contract is of fourteen (14) calendar days. In the case of service contract, the withdrawal period should expire after 14 fourteen (14) days from the conclusion of the contract. In the case of sales contracts, the withdrawal period should expire after 14 fourteen (14) days from the day on which the consumer acquired physical possession of the good. Such withdrawal right can be exercised before acquiring the physical possession of the good.
2. When multiple goods are purchases but delivered separately, the withdrawal right expires after fourteen (14) days from the day on which the consumer acquires physical possession of the last good.
3. The consumer is required to send back the goods not later than fourteen (14) days after having informed the trader about his decision to withdraw from the contract.
4. The Merchant shall reimburse all payments received from the consumer including, if applicable, the costs of delivery without undue delay.

Article 19 (Severability)

If any provision of the Terms and Conditions is held to be invalid or ineffective in whole or in part by any applicable law or regulation, the remaining provisions of the Terms and Conditions, and the remainder of any provision held to be invalid or ineffective in part, shall remain in full force and effect.

Article 20 (Languages)

In case of a discrepancy between different language versions of the Rakuten Pay Terms of Use, the English version shall be legally binding and shall prevail.

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