

Landmark Terms and Conditions

1. ABOUT THE WEBSITE

1. Welcome to landmark.com (the 'Website'). The Website provides international money transfer services via the Internet (the 'Services' or 'GCFX Service').
2. Landmark Co., Ltd is a Type 2 Funds Transfer Business Operator (the "FTBO") registered with the Prime Minister under the Japan Payment Services Act (Act No. 59 of 24 June 2009, the "Japan Payment Services Act" (Registration No: Kanto Local Finance Bureau no. 000xx).
3. Access to and use of the Website, or any of its associated Services, is provided by Landmark Co., Ltd (together termed "**Landmark**"). Please read these terms and conditions (the "Terms and Conditions") carefully. For those who use the Services in Japan to request for such payment services is referred to as ("Payment Requester" or "User"), and for those who receives these funds will be referred to as "**Payment Recipient**", where Landmark Co.,Ltd ("we" or "our company") will offer such Services.

2. ACCEPTANCE OF THE TERMS and CONDITIONS

By visiting our website and/or using our Services, this means that you have read, understood and agreed to be bound by the Terms and Conditions. You also confirm acceptance of the Terms and Conditions by clicking to accept or agree to the Terms and Conditions where this option is made available to you by Landmark on the Website. If you do not agree with the Terms and Conditions, please cease usage of the Website, or any of the Services, immediately. The following additional documents are to be read together with the Terms and Conditions:

1. Privacy Policy

2. FAQ

3. Policy on compensation and other measures for members' loss

caused by the instruction of a person who does not have authority against the intention of the user ('Compensation Policy')

4. Disclaimer

Upon acceptance of the Terms and Conditions, you also agree to the exchange of information with Landmark by electromagnetic means by way of either email or notification on our Website.

3. REGISTRATION TO USE THE SERVICES

You must be at least 18 years old.

In order to access the Services continuously, you must first register for a customer account through the Website (the 'Account'). Upon completion of the account registration procedures, you will be a registered member of the Website ('User') and agree to be bound by the Terms and Conditions.

4. PROHIBITION OF DUPLICATE ACCOUNTS

Landmark shall reject the registration of multiple accounts by a single Member as prescribed by our Know Your Customer Policy ('KYC'). The only exception to the rule is where a user has both individual and corporate accounts with Landmark and the user acts as an authorized company representative of the corporate accounts. Each entity, individual or corporate, shall only be entitled to one Account.

5. HANDLING OF USER INFORMATION

1. The personal information provided by users through the use of the website or related services will be subject to our privacy policy, which is accessible on our website, and we will handle such personal information with sincerity. Our privacy policy will be incorporated as part of these terms and conditions.
2. Landmark handles users' personal information in accordance with the "Internal Regulations on User Information Management" and other

relevant guidelines established by us.

3. Landmark will provide users' personal information to the following third parties only when legally required and as specified in the provisions of the preceding paragraph.
 1. A third party outsourced for the fulfillment of this service in response to the user's requests.
 2. Prevention of the transfer of proceeds from crime or orders from supervisory authorities based on other laws applicable to our company.
4. The third parties with whom we may share your personal information are as follows:

counterparty / country	relationship	Purpose of use	Details of Personal Information
KVB Global Markets Pty Ltd./Australia	Related company (Outsourcing)	<ul style="list-style-type: none"> · Development, maintenance and management of payment system · Disbursement to the recipient of outward payment 	Name, address, contact info, DoB, userID, payment information and other registered account information for the settlement of the payment

		<ul style="list-style-type: none"> Receipt of inward payment from the payer 	
Amazon Web Services, Inc/Singapore	Outsourcing	<ul style="list-style-type: none"> Maintenance and backup of User information and payment data 	Name, address, contact info, DoB, userID, payment information and other registered account information for the settlement of the payment

6. OBLIGATION OF USER

1. A user shall agree to the following:
 1. A user shall confirm that all information and documents provided to us are true, accurate and up-to-date.
 2. A user shall use the Services only for purposes that are permitted by:
 - a. the Terms and Conditions; and
 - b. any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

3. A user has the sole responsibility for protecting the confidentiality of your password and/or account login details. Any use of your registration information (i.e. Password and/or account login details) by any other person, or third party, is strictly prohibited. You agree to immediately notify us of any unauthorized use of your password or email address or any breach of security of which you have become aware.
4. Your access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of us providing the Services. Utilization of Services on your Account on behalf of a third party is strictly prohibited, except where you are an authorized company representative for a corporate account; and
5. You are responsible for ensuring that the information provided in the payment request submitted to us ('Instruction') is accurate. Transactions cannot be cancelled once a Payment has been executed by us.
6. Landmark shall reserve the right to investigate any suspicious activity or unlawful activity of the users. If we have proof and/or good reason to believe that there has been a breach or non-compliance to the obligations outlined above, we may proceed to immediately cancel any outstanding Instructions you have and/or suspend your Account from all Services. We shall also be entitled to provide information related to Payments, including user's personal information, to regulatory agencies and other such organizations as necessary. We may also withhold customer funds when instructed by regulatory agencies and other such organizations.
7. Landmark shall not be liable for any damages arising from the user's disclosing of their password and/or account login details to a third party.
8. Landmark shall assume no liability in any way for any loss suffered by the users because of Payments executed in accordance with the instruction of the user.

7. SERVICES (Yuji: Very Important)

7.1. Our Services Outlined

1. Landmark shall execute an overseas funds transfer for the amount specified by the user to the party nominated by the user to receive such funds (the 'Payee') based on the Instruction submitted by the user and in accordance to this Terms and Conditions. The Instruction must have all relevant information as requested. This information requested are in line with the regulatory requirements that govern our Services. It is your responsibility to ensure that the information provided in the Instruction is accurate and complete.
2. A payment service agreement shall be established between us and the user upon our receipt of the cleared funds required for the transfer (the 'Transfer Amount') and the fees charged by us for fulfilling this Service (the 'Service Fees').
3. In the event where Landmark will have outsourced operations involved in the performance of Services to third parties, the payment service agreement shall remain in effect between Landmark and the user and shall not affect the rights and obligations of us and the user.

7.2. Using Our Services

1. The user/payer shall specify either the Transfer Amount or the amount receivable by Payee (the 'Receivable Amount') and submit an Instruction to us by one of the following methods:
 1. Specifying Transfer Amount: A user will specify the Transfer Amount in the local currency of the user, i.e. JPY for inward remittance and AUD for outward remittance, and the Receivable Amount in the local currency of the Payee will be calculated based on the Transfer Amount specified.
 2. Specifying Receivable Amount: A user will specify the Receivable Amount in the local currency of the Payee and the Transfer Amount in the local currency of the user will be

calculated based on the Receivable Amount specified.

2. Landmark shall use the exchange rate set by us to calculate the remittance amount or the amount received. This exchange rate will be determined based on the market rate at the time of the foreign exchange transaction provided by Australia and New Zealand Banking Group (ANZ). However, please be aware that the method of determining the exchange rate may vary depending on the country and currency.
3. The remittance fee shall be a flat rate of 1,500 JPY. Additionally, a spread of approximately 0.8% will be added to the transaction amount as a foreign exchange fee.
4. The remittance recipient shall receive the amount after netting the above-mentioned remittance fee and foreign exchange fee.
5. Within two (2) business days of Payment, a Transfer Complete will be sent to your email and made available on user's Account on the Website. This is for your record keeping purposes and concludes the Services for the Instructions provided. Such Transfer Complete confirmation by us is made be held liable in any means.

7.3 Notes about Our Services

1. Our Services have an upper limit of JPY 1,000,000 per transaction (not including transaction fees) or the foreign currency equivalent thereof. For transactions requested from our Website, there is a fixed fee of JPY1, 500 per transaction.
2. Any Instruction received after 5 pm JST on a business day or not on a business day, will be deemed to have been received on the next business day.
3. It's our promise to our users that will do our best to honor the exchange rate provided in the quote, however, we shall not be responsible for any reductions in the amount received that are due to the changes in the foreign exchange market. In the spirit of good faith, the exchange rate will be refreshed to the latest mid-market rate at

time of receipt of the Cleared Funds when:

1. There's a 2% or more change in exchange rate within the 24 hours validity period; or
 2. The Cleared Funds required for the transfer is only available to Landmark after the 24 hours validity period.
4. In the event of a refreshed exchange rate, users will be sent an email and notification in their Account to confirm the preferred course of action in the event of a refreshed exchange rate. These are either:
1. Landmark to proceed with Payment with the refreshed exchange rate. A revised Quote would be provided you with the updated exchange rate and updated Receivable Amount; or
 2. Landmark to cancel the Instruction and proceed with refund of Cleared Funds (deducting Refund Fee) into your nominated account for refunds ("Refund Account") in your Account profile; or
 3. Landmark to provide you with revised Quote with updated exchange rate, updated Transfer Amount and difference in Transfer Amounts. Where the exchange rate has moved in your favor, the extra funds from Cleared Funds shall be refunded to your Refund Account. Where the exchange rate moved against you, you will need to send the difference to Landmark before we proceed with Payments. In the event where we do not receive this difference within the next 24 hours from revised Quote, we will proceed with refund of Cleared Funds, deducting Refund Fee.
Any updates will be sent to your email and will also be made available in your Account on the Website.
5. The Instructions would be cancelled after cancellation of Payment is only possible if Payment has not been processed. In the event where Payment has been processed, we shall not be liable to provide a refund or any losses users may incur.
6. For certain Instructions requested by users, we may request for additional information or documents from the users to prove their State of Property and Income (Source of Funds or Source of Wealth) before Payment is processed as required to fulfill our AML Compliance Obligations. We shall have full discretion to decide if the additional

information or documents provided is sufficient to proceed with Payment.

7. Landmark shall reserve the rights to refuse your Instruction where:
 1. the information provided is not accurate and complete;
 2. Landmark are required to fulfill Japan AML Compliance Obligations.
8. In the event where user's Instruction has been refused by us, there will be an administration fee charged to the user which shall be deducted from the Cleared Funds. The balance of which will be refunded to the Member to a nominated bank account in the user's name (refunds to third party accounts are not possible).
9. In the event that incorrect Payee details were provided in the Instruction, we shall reasonably assist users in the recovery of your payment. We shall not be liable for any losses a user incurs.

9. STANDARD PERFORMANCE PERIOD

The standard performance period up until receipt of the Receivable Amount in the Payee's account depends on the country that the Payee's bank is located, generally, the completion date will be as long as the 2 banking business days (except where deposits of funds are received by the us after 15:00JST). However, the completion date might be delayed if additional information is required from the users. The standard performance period shall be displayed on the screen when an Instruction is made and as well as in the Quote.

10. SERVICE FEES

1. Fees charged by us to fulfill the Payment (the '**Services Fee**') shall be the fixed 1,500 JPY per transaction, and 0.8 percent (0.8%) of the payment amount (fractions below one (1) yen shall be rounded to a whole yen), unless stated otherwise. Users will be informed of the actual Services Fee when Instruction is made and it shall also be provided to you on the Website. The Services Fee shall be borne by you and made available to us with the Transfer Amount.
2. A user acknowledges and agrees that where Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including

banking fees and charges, associated with the Services Fee. We also reserve the rights to refuse Payment until receipt of Services Fees.

3. A user agrees and acknowledges that we can change the Services Fee at any time.

11. TRANSACTION STATUS & HISTORY

Users shall be able to access and review the status of any outstanding Instructions and the transaction history with us by logging into user's Account on the Website.

12. ISSUANCE OF RECEIPTS

1. In the event that the users submit an Instruction and a payment service agreement is established under the provisions of Article 8.1, we shall issue a Quote to the user detailing the contents of the remittance request and the remittance amount, etc.
2. Upon completion of Payment, users shall receive a receipt (**Transfer Complete**) detailing the contents of the remittance request and the remittance amount, etc.
3. Users shall agree in advance that Landmark may provide the Transfer Complete to the user in an electronic form such as an email and/or a display on the Website.

13. OUTSOURCING

Landmark shall outsource operations involved in the performance of the Services to third parties as it deems necessary.

14. COMMUNICATION BETWEEN USERS AND US

Circumstances may arise that necessitate the exchange of information in writing between Landmark and the user. For this reason, the user shall, upon agreeing to these Terms and Conditions, agree to the exchange of information with the us by electromagnetic means by the way of e-mail, phone call or notification on the Website. We may also send users post mail, as requested.

15. GENERAL DISCLAIMER

1. Our acceptance of you as a user is at our sole discretion and we reserve the right to decline opening a customer account for you without having to specify a reason.
2. Nothing in the Terms and Conditions limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, which by law may not be limited or excluded.
3. Subject to this clause, and to the extent permitted by law:
 1. all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms and Conditions are excluded; and
 2. Landmark shall not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms and Conditions (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
4. Use of the Website and the Services is at the user's own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Landmark make any express or implied representation or warranty about the Services or any products or Services (including the

products or Services of Landmark) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

1. inability to execute payment transactions or delayed payments as a consequence of disruption and delays of Internet communications, force majeure such as disasters, trouble and war, etc., legal restrictions, measures implemented by the government and public institutions such as courts and any other circumstances not attributable to the Landmark;
 2. the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
 3. costs incurred as a result of you using the Website, the Services or any of the products of Landmark; and
 4. the Services or operation in respect to links which are provided for your convenience.
5. Landmark shall be entitled to suspend or interrupt provision of Services without prior notice if it deems so necessary in order to carry out system maintenance or as a result of faults in communication lines, means of communication and computers, etc. Landmark assumes no liability for any loss suffered by users as a result of its suspension or interruption of the provision of Services.
6. Landmark shall assume no liability for any loss suffered by the users based on its refusal to provide the Services pursuant to the provisions set forth in Article 20.
7. Landmark's total liability arising out of or in connection with the Services or these Terms and Conditions, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.

16. PREVENTION OF CONFUSION WITH FOREIGN EXCHANGE TRANSACTIONS CONDUCTED BY BANKS

The users shall use the Services with the understanding of the following:

1. The Services differ from foreign exchange transactions performed by

- banks, etc.,
2. The Services do not constitute the acceptance of deposits, savings or fixed time deposits (as stipulated in Article 2, Paragraph 4 of the Banking Act) by Landmark,
 3. The Services are not subject to the payment of insurance prescribed in Article 53 of the Deposit Insurance Act or Article 55 of the Agriculture and Fisheries Cooperative Savings Insurance Law,
 4. The users are protected by the 'Security Deposits for Providing Funds Transfer Services' system that has been established as required by the Japan Payment Services Act. The security deposit shall be an amount not less than the daily debt borne by Landmark to its users. The relevant calculation period is one week, where there's a shortfall in security deposit, the difference(s) shall be made to the regulator within the next three (3) business days.
 5. Based on the procedure for the execution of right set forth in Japan Payment Services Act, the users who have an outstanding payment service agreement with Landmark shall reserve the rights to a refund from the 'Security Deposits for Providing Funds Transfer Services' system until the Payment is completed i.e. the Payee has received the funds as requested; and
 6. The users can receive refunds under the 'Security Deposits for Providing Funds Transfer Services' system should the applicable circumstances arise, e.g. in the event that Landmark goes bankrupt, etc.

17. CONTACT ADDRESS RESPONDING TO COMPLAINTS AND REQUESTS FOR CONSULTATION FROM USERS

If you have any requests for disclosure, complaints, or consultations related to Landmark, including those related to our outsourcing agent, please contact our Customer Services at:

Address: 107-0052

18F Midtown Tower, 9-7-1 Akasaka, Minato-ku, Tokyo

Landmark Co., Ltd Customer Services

Business Hour: 9:00 – 17:30 JST except weekends and holidays

Eメール: xxx@landmark.com available for 24 hours4

Landmark shall strive to respond to all inquiries by the next business day. Please note that the response may be delayed depending on the nature of your inquiry.

18. MEASURES FOR THE HANDLING OF COMPLAINTS AND RESOLUTION OF DISPUTES

1. Landmark will respond sincerely to any complaint or inquiry (**‘Complaint’**) relating to our Services.
 1. Users may file complaints relating to our Services at Landmark’s contact information listed in Article 17.
 2. Considering the nature of the Complaint, Customer Services will report the Complaint to the Board of Directors and take appropriate action; and provide prompt status updates to the Board of Directors, who shall (when necessary) give instruction to the Risk Management Team to conduct an investigation and take countermeasures to prevent the recurrence of such issues based on the findings.
 3. If necessary, our Customer Services will introduce the member to a dispute resolution support organization.
 4. At Landmark, depending on the content of complaints from users, if a complainant requests guidance to a third-party organization regarding the complaint, we will facilitate the final resolution of the complaint by introducing organizations such as the Japan Payment Services Association (hereinafter referred to as "JPSA") and other groups.

2. < Dispute Resolution Support Organization >

In the event of any dispute with us relating to the Services, a user may contact the following:

Tokyo Bar Association Dispute Resolution Center (Tel: 03 – 3581–0031)
Arbitration Center of the Daiichi Tokyo Bar Association (Tel: 03 – 3595–8588)
Arbitration Center of the Daini Tokyo Bar Association (Tel: 03 – 3581–2249)

19. ELIMINATION OF ANTI-SOCIAL FORCES

The user represents to Landmark that you do not fall under an organized crime group, a member of an organized crime group (including those of not more than 5 years), a quasi-member of an organized crime group, a company affiliated with an organized crime group, a corporate extortionist (Sokaiya), social movement advocates (Shakaiundo Hyobogoro) or Special Intelligence Violent Groups (Tokushuchino Boryokushudan) or equivalent thereto (all known as 'Anti-Social Forces') and warrants that the member will not be involved with the Anti-Social Forces in the future such as;

1. Having a relationship with Anti-Social Forces that is deemed to be controlling the business
2. Where Anti-Social Forces are deemed to be substantially involved in management
3. Use of relationship with Anti-Social Forces unfairly either for the purpose of gaining improper profits for oneself, one's company or third party or for the purpose of damaging a third party
4. Involvement with Anti-Social Forces e.g. providing funds or convenience to them
5. Management personnel having relationships with Anti-Social Forces that draws criticism.

The user commits not to engage in or cause a third party to engage in any of the following

1. violent demand.
2. unreasonable demand beyond legal responsibility and/or liability,
3. threatening behavior or using violence in relation to dealings with Landmark,
4. damage Landmark's reputation or interfere in our business by disseminating rumors or using fraud or force, or
5. any acts equivalent to the preceding items.

20. REFUSAL OF SERVICES PROVISION

Landmark may, without prior notice, suspend or terminate user Account and refuse to provide the Services to users if it has proof and/or good reason to believe that any of the following has occurred:

1. The users have engaged in acts in violation of laws, regulations and these Terms and Conditions,

2. The users who correspond to any of the items and/or engaged in any of the acts in Article 19, or who are discovered to have made false representations and affirmations based on the provisions in Article 19,
3. Landmark is exercising the rights prescribed in Article 5,
4. When the registered name or address of the user does not match the information of the Transfer Amount source (bank account, etc.),
5. When the Instruction provided by the user is in violation of the laws and regulations and all other forms of enforcement regulations,
6. Landmark has reason to believe the users are involved in any predicated crime, money laundering or terrorism financing,
7. The users are using or may use the Services for acts contrary to public order and morals laws and ordinances,
8. The users whose whereabouts are unknown,
9. The users who inherited the Account,
10. When the provision of the Services to user by Landmark is, in the opinion of Landmark, no longer commercially viable, or
11. Any other items for which Landmark deems there to be reasonable grounds for the refusal of the Services.

21. CONTRACT PERIOD

The contract period for users is 1 year. At expiration of the contract, the contract shall be renewed automatically for another year, unless the user requests to terminate the contract.

22. TERMINATION OF CONTRACT

A user can request for the termination of contract by reaching out to Landmark through the contact information listed in Article 17. There will be no termination fees charged.

23. CHANGE TO OR ABOLITION OF THESE TERMS

1. Landmark reserves the right to review and change any of the Terms and Conditions by updating this page at its sole discretion. Landmark

may also suspend use of the Services in whole or in part to facilitate the said change or abolition.

2. Landmark assumes no liability for any loss arising from any change to the contents or abolition of these Terms and the Services or suspension of the provision of the Services due to this change or abolition.

3. When Landmark updates the Terms and Conditions, it will use reasonable endeavors to provide you with notice of updates to the Terms and Conditions. Any changes take immediate effect from the date of their publication. Before users continue, we recommend users keep a copy of the Terms and Conditions for your records.

24. FINALITY

These Terms and Conditions or the explicitly cited provisions constitute the contents of the agreement between Landmark and the user in its entirety and take precedence over any prior written or oral agreements between the parties.

25. INTELLECTUAL POLICY

1. The Website, the Services and all the related products are owned or controlled and reserved by Landmark.
2. All trademarks, service marks and trade names are owned, registered and/or licensed by Landmark, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a user to;

1. use the Website pursuant to the Terms,
 2. copy and store the Website and the material contained in the Website in your device's cache memory; and
 3. print pages from the Website for your own personal and non-commercial use.
3. Landmark shall not grant users any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Landmark.
 4. Landmark shall retain all rights, title and interest in and to the Website and all related Services. Nothing users do on or in relation to the Website will transfer to you any;
 1. business name, trading name, domain name, trademark, industrial design, patent, registered design or copyright,
 2. a right to use or exploit a business name, trading name, domain name, trademark or industrial design; or
 3. a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process).
 5. A user may not, without the prior written permission of Landmark and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.

26. Prohibition of Assignment or Pledge, etc.

The users may not assign, loan, pledge or otherwise establish any right of a third party in the position of the users under these Terms and Conditions of use or any and all other rights pertaining to the Services.

27. GOVERNING LAW

Any dispute arising out of or in connection with the Terms and Conditions shall be resolved by the Parties through mutual good faith consultation, failing which the same shall be referred and governed by the jurisdiction of Japan. The Tokyo District Court shall have the exclusive jurisdiction to hear

any litigation between Parties at the first instance.

28. SEVERANCE

If any part of these Terms and Conditions is found to be unenforceable by a Court of law, that part will be enforced to the maximum extent permissible under the applicable law. The remainder of the Terms and Conditions shall remain in full force and effect.

29. GOVERNING LANGUAGE

This agreement has been prepared in English language and Japanese language, and the Japanese language version thereof shall prevail if there is a difference in content.

Mm/dd, 2026