

外国送金取引規定

TERMS AND CONDITIONS OF FOREIGN REMITTANCE TRANSACTIONS

■1.適用範囲

外国送金依頼書による次の各号に定める外国送金取引については、この規定により取扱います。

1. 外国向送金取引
2. 国内にある当行の支店または他の金融機関にある受取人の預金口座への外貨建送金取引
3. 外国為替法規上の(非)居住者との間における国内にある当行の支店または他の金融機関にある受取人の預金口座への円貨建送金取引
4. その他前各号に準ずる取引

■2.定義

この規定における用語の定義は、次の通りとします。

1. 外国向送金取引
送金依頼人の委託にもとづき、当行が行う次のことをいいます。
ただし、当行の判断により取引を“a”に限定する場合があります。
 - a. 送金依頼人の指定する外国にある当行の本支店または他の金融機関にある受取人の預金口座に、一定額を入金することを委託するための支払指図を、関係銀行に対して発信すること(口座振込)
 - b. 外国にある受取人に対して一定額の支払いを行うことを委託するための支払指図を、関係銀行に対して発信すること(通知払・請求払)
 - c. 外国にある当行の支店または他の金融機関を支払人として、送金依頼人が指定する者を受取人とする送金小切手を送金依頼人に対して交付すること
2. 支払指図
送金依頼人の委託に基づき、当行が、一定額を受取人に対して支払うことを委託するために関係銀行に対して発信する指示をいいます。
3. 支払銀行
受取人の預金口座への送金資金の入金または受取人に対する送金資金の支払いを行う金融機関をいいます。
4. 関係銀行
支払銀行および送金のために以下の事を行う当行の本支店または他の金融機関をいいます。
 - a. 支払指図の仲介
 - b. 銀行間における送金資金の決済

■3.送金の依頼

(1) 送金の依頼は、次により取扱います。

1. 店頭での送金の依頼は、当行所定の受付時間内に受け付け致します。
2. 送金の依頼にあたっては、当行所定の外国送金依頼書を使用し、送金の種類・支払方法・受取銀行名・支店名または住所・受取人名・受取人口座番号および受取人の住所・電話番号・送金金額・依頼人名・依頼人の住所・電話番号・関係銀行手数料の負担者区分など当行所定の事項を正確に記入し、届出の印章(または署名)を押印(または署名)のうえ、お届け下さい。
3. 当行は前号により外国送金依頼書に記載された事項を依頼内容とします。

■Article 1. Scope of Application

The Terms and Conditions contained herein shall apply to foreign remittance transactions, provided for in any of the following, using an Application for Remittance:

1. Overseas remittance transactions;
2. Foreign currency remittance transactions payable to payee accounts held at the branches of[Australia and New Zealand Bank in Japan](hereinafter referred to as the “Bank”) in Japan or, payable to payee accounts held at other financial institutions in Japan;
3. Remittance transactions in yen between residents and nonresidents, or nonresidents and nonresidents, as defined in the Foreign Exchange and Foreign Trade Law and its corresponding regulations, payable to payee accounts held at the head office or branches of the Bank in Japan or, payable to payee accounts held at other financial institutions in Japan; and
4. Transactions similar to any of the above.

■Article 2. Definitions

Terms used herein shall be defined as follows:

1. The term “overseas remittance transactions” means the following acts conducted by the Bank under entrustment by the applicant:
At the Bank’s discretion, the Bank may only allow following “a” option described.
 - a. Issuance of payment orders to the Banks Concerned as defined in Subparagraph (iv) to entrust crediting certain amounts to payee accounts held at Bank branches located in foreign countries or, at other financial institutions located in foreign countries, as designated by the applicant (Advise & Credit);
 - b. Issuance of payment orders to the Banks Concerned to entrust payment of certain amounts to payees residing in foreign countries (Advise & Pay/Pay on Application); or
 - c. Issuance of demand drafts to the applicant, for which the payer is a branch of the Bank located in a foreign country or, other financial institution located in a foreign country, and the payee is a person designated by the applicant.
2. The term “payment order” means instructions to the Banks Concerned from the Bank, under the entrustment by the applicant, to make certain amounts available to the payee.
3. The term “Paying Bank” means a financial institution which credits the funds remitted to the payee account or pays the same to the payee.
4. The term “Banks Concerned” means the Paying Bank and the head office or branches of the Bank or other financial institutions which conduct the following for remittances:
 - a. Intermediation of payment orders; or
 - b. Settlement between banks of funds to be remitted.

■Article 3. Requests for Remittances

(1) Requests for remittances shall be handled as follows:

1. Requests for remittances shall only be received during business hours for teller service.
2. When requesting a remittance, the applicant is required to submit the Application for Remittance as prescribed by the Bank, correctly stating the information prescribed by the Bank such as the type of remittance, method of payment, name of the branch or office of the Paying Bank, payee’s name, account number or address and telephone number of the payee, amount of remittance, applicant’s name, address and telephone number of the applicant and bearer of the charges for the Banks Concerned; and placing the applicant’s signature or affixing the applicant’s name and seal (*Kimeji Oin*).
3. The Bank shall deem the details stated in the Application for Remittance provided for in the preceding Subparagraph as the content of the request.

(2) 送金の依頼をお受けするにあたっては、外国為替関連法規上所定の確認が必要となりますので、次の手続きをしてください。

1. 外国送金依頼書に、送金理由その他所定の事項を記入してください。
2. 所定の公的書類により本人確認済の送金依頼人の預金口座から送金資金を振替える場合等を除き、当行所定の告知書に必要とされる事項を記入しお届け下さい。
3. 所定の公的書類により本人確認済の送金依頼人の預金口座から送金資金を振替える場合等を除き、運転免許証、パスポート(住所記入済のもの)、健康保険証(住所記入済のもの)、外国人登録証明書等の公的な本人確認書類をお届け下さい。
4. 許可等が必要とされる取引の場合には、その許可等を証明する書面を提示またはお届け下さい。

(3) 送金の依頼にあたっては、送金依頼人は当行に、送金資金の他に、当行所定の送金手数料・関係銀行手数料その他この取引に関連して必要となる手数料・諸費用(以下「送金資金等」といいます。)をお支払い下さい。なお、小切手その他の証券類による送金資金等の受入は致しません。

■4.送金委託契約の成立と解除等

(1) 送金委託契約は当行が送金の依頼を承諾し、送金資金等を受領したときに成立するものとします。

(2) 前項により送金委託契約が成立したときは、当行は、その契約内容に関して、外国送金計算書等を交付します。なお、この外国送金計算書等は、解除や組戻の場合など、後日お届けいただくことがありますので、大切に保管してください。

(3) 第1項により送金委託契約が成立した後においても、当行が関係銀行に対して支払指図を発信する前後を問わず次の各号の事由の一つにでも直接または間接的に該当すると認めるときは、当行から送金委託契約の解除ができるものとします。この場合、解除によって生じた損害については当行は責任を負いません。

1. 取引等の非常停止に該当するなど送金为本邦、他国及び国際連合等の外国為替関連法規に違反するときや国際制裁規則に該当するとき
2. 戦争、内乱、もしくは関係銀行の資産凍結、支払停止などが発生し、またはそのおそれがあるとき
3. 送金が犯罪等の法令違反や不正な行為にかかわるものであるときまたはそのようなものであることについての合理的な疑いを当行が有したとき

(4) 前項による解除の場合には、送金依頼人から受取った送金資金等を返却しますので、当行所定の受取書等に、外国送金依頼書に使用した署名または印章により署名または記名押印のうえ、第2項に規定する外国送金計算書等とともにお届け下さい。この場合、当行所定の本人確認資料を求めることがあります。

(5) 受取書等に使用された署名または印影を、外国送金依頼書に使用された署名または印影と相当の注意を持って照合し、相違ないものと認められ、送金資金等を返却したときは、これによって生じた損害については、当行は責任を負いません。

(2) When receiving a request for remittance, the Bank is required to ascertain certain matters under laws and regulations governing foreign exchange. The applicant is, therefore, required to satisfy the following requirements:

1. State the purpose for remittance and any other required information in the Application for Remittance;
2. State the designated items in the Declaration Form prescribed by the Bank and submit it, except for cases such as when the funds for remittance are to be debited from an account of the applicant identified by official documents stated in laws and regulations governing foreign exchange (hereinafter referred to as the "Official Documents");
3. Present the Official Documents to identify the applicant such as a copy of the applicant's certificate of residence, except for cases such as when the funds for remittance are to be debited from an account of the applicant identified by the Official Documents; and
4. For any transactions requiring permission or such, present or submit documents proving the said permission or such.

(3) When requesting a remittance, the applicant is required to pay to the Bank the funds to be remitted as well as remittance charges, charges for the Banks Concerned and any other charges and expenses required in connection with this transaction as prescribed by the Bank (hereinafter referred to collectively as the "Remittance Funds"). The Bank shall not accept the Remittance Funds in the form of checks or other instruments.

■Article 4. Remittance Entrustment Contract and Its Cancellation

(1) The Remittance Entrustment Contract (hereinafter referred to as the "Contract") shall be deemed to have been entered into when the Bank accepts the request for remittance and receives the Remittance Funds.

(2) When the Contract is entered into pursuant to the preceding Paragraph, the Bank shall provide the applicant with a statement of remittance or other documents relating to the substance of the Contract and, in the case of a demand draft, the relevant demand draft as well. The statement of remittance or other documents shall be properly stored, as the applicant may be requested by the Bank to submit these documents at a later date, in events such as cancellation by the Bank or by the applicant.

(3) Even before or after entering into the Contract pursuant to Paragraph (1) above, the Bank may cancel the Contract should the Bank recognize any of the following before and after it issues the payment order to the Banks Concerned or before and after it issues the demand draft to the applicant either directly or indirectly:

1. The remittance is in violation of laws and regulations governing foreign exchange and or the remittance is itself sanctioned or is connected, directly or indirectly, to any person (natural, corporate or governmental) that is sanctioned subjected to international sanctions regulations issued by the United Nations and the others such as it becoming subject to an emergency suspension of transactions;
2. A war, insurrection or freezing of assets or suspension of payments of the Banks Concerned occurs or threatens to occur; or
3. Other reasonable grounds such as the possibility of the remittance being linked with crime.

In the case of such, the Bank shall not be responsible for any losses or damages caused by cancellation.

(4) In the case of cancellation by the Bank pursuant to the preceding Paragraph, the Bank shall return the Remittance Funds to the applicant. In such event, the applicant shall submit a receipt or other documents as prescribed by the Bank with the signature or the name and seal which are identical to those used on the Application for Remittance, along with the statement of remittance or other documents as provided for in Paragraph (2) above. Furthermore, when the Bank requests such, the applicant shall submit documents identifying the applicant to the Bank and/or provide a guarantor to the Bank, as prescribed by the Bank.

(5) When the Bank returns the Remittance Funds after verifying, with reasonable care, that the signature or seal impression used on the receipt or other documents matches that which was used on the Application for Remittance, the Bank shall not be responsible for any losses or damages caused thereby.

■5.支払指図の発信等

(1) 当行は、送金委託契約が成立したときは、前条第3項により解除した場合を除き、送金の依頼内容に基づいて、遅滞なく関係銀行に対して支払指図を発信します。

(2) 当行は送金実行のために、日本および海外の関係各国の法令・制度・勧告・習慣、関係銀行所定の手続き、または外国送金に用いられる伝達手段における要件等に従って、次の各号の情報のいずれか、または全てを支払指図に記載して関係銀行に伝達します。また、関係銀行からの求めに応じて、送金実行のために、情報を伝達する場合があります。なお、それらの情報は、関係銀行によってさらに受取人に伝達されることがあります。

1. 外国送金依頼書に記載された情報
2. 送金依頼人の口座番号・住所、取引番号、その他送金依頼人を特定する情報
3. 受取人の口座番号・住所、その他受取人を特定する情報

(3) 支払指図の伝送手段は、当行が適当と認めるものを利用します。また、関係銀行についても、送金依頼人が特に指定した場合を除き、同様とします。

(4) 次の各号のいずれかに該当するときは、当行は、送金依頼人が指定した関係銀行を利用せず、当行が適当と認める関係銀行によることができるものとします。なおこの場合、当行は、送金依頼人に対してすみやかに通知致します。

1. 当行が送金依頼人の指定に従うことが不可能と認めるとき
2. 送金依頼人の指定に従うことによって、送金依頼人に過大な費用負担または送金に遅延が生じる場合などで、他に適当な関係銀行があると当行が認めるとき

(5) 前3項の取扱いによって生じた損害については、当行は責任を負いません。

■6.手数料・諸費用

(1) 送金の受付にあたっては、当行所定の送金手数料・関係銀行手数料その他この取引に関連して必要となる手数料・諸費用を頂きます。なお、この他に、関係銀行にかかる手数料・諸費用を後日頂くこともあります。

(2) 照会、変更、組戻しの受付にあたっては、次の各号に定める当行および関係銀行の所定の手数料・諸費用を頂きます。この場合、前項に規定する手数料等は返却致しません。尚、この他に、関係銀行にかかる手数料・諸費用を後日頂くこともあります。

1. 照会手数料
2. 変更手数料
3. 組戻手数料
4. 電信料・郵便料
5. その他照会、変更、組戻しに関して生じた手数料・諸費用

■7.為替相場

(1) 送金の受付にあたり、送金資金を送金通貨と異なる通貨により受領する場合に適用する為替相場は、当行の計算実行時における所定の為替相場とします。

(2) 第4条第4項、第9条第3項、第11条第1項第3号の規定による送金資金等または返戻金の返却にあたり、当行が送金依頼人にそれらの資金を送金通貨と異なる通貨により返却する場合に適用する為替相場は、当行の計算実行時における所定の為替相場とします。

■Article 5. Issuance of Payment Orders

(1) Upon entering into the Contract, unless it is cancelled by the Bank pursuant to Article 4, Paragraph (3), the Bank shall issue a payment order to the Banks Concerned, or issue a demand draft to the applicant without delay in accordance with the content of the request.

(2) When the applicant requests a remittance, the Bank will transmit all or some of the items below to the Banks Concerned in the remittance with the information on our payment orders, in compliance with Japanese and foreign laws, regulations, recommendations, customs, practices, or designated procedures of the Banks Concerned, as well as the requirements of the transmission method to be used for the remittance. This information may be transmitted to the payee of the remittance by the Banks Concerned.

1. Information described on the Application for Remittance.
2. Applicant's account number, address, transaction number, and any other information which can identify the applicant.
3. Payee's account number, address, and any other information which can identify the payee.

(3) The transmission method for issuing a payment order shall be determined by the Bank as it deems appropriate. In addition, the same shall apply with respect to selecting Banks Concerned unless specifically designated by the applicant.

(4) In the following circumstances, the Bank may select such Banks Concerned as the Bank deems appropriate in lieu of those designated by the applicant:

1. The Bank deems it impracticable to observe the designation by the applicant; or
2. Excessive costs against the applicant or delays in remittance are expected should the designation of the applicant be observed, and the Bank deems that there are other adequate Banks Concerned available.

In such events, the Bank shall promptly notify the applicant of this decision.

(5) The Bank shall not be responsible for any losses or damages caused by the handling pursuant to preceding Paragraphs (2), (3) and (4).

■Article 6. Charges and Expenses

(1) When the Bank receives the request for remittance, the applicant is required to pay the remittance charges, charges for the Banks Concerned and any other charges and expenses required in connection with this transaction as prescribed by the Bank. Additional charges and expenses relating to the Banks Concerned, if any, shall be paid by the applicant at a later date.

(2) When the Bank receives a request for an inquiry, amendment or cancellation by the applicant, the applicant is required to pay certain charges and expenses, as prescribed by the Bank and the Banks Concerned, as set out below:

1. Inquiry charges;
2. Amendment charges;
3. Charges for cancellation initiated by the applicant;
4. Cable charges and postage; and
5. Any other charges and expenses related to the inquiry, amendment or cancellation initiated by the applicant.

In such cases, the charges or expenses indicated in the preceding Paragraph shall not be returned. Additional charges and expenses relating to the Banks Concerned, if any, shall be paid by the applicant at a later date.

■Article 7. Exchange Rates

(1) When receiving the request for remittance, the Bank shall apply the Bank's applicable foreign exchange rate at the time when the actual calculation is made by the Bank when the funds to be remitted are received in a currency other than the currency to be remitted, except for cases where a forward foreign exchange contract is in place.

(2) When repaying the Remittance Funds or refunds provided for in Article 4, Paragraph (4); Article 9, Paragraph (3); and Article 11, Paragraph (1), Subparagraph (iii); the Bank shall apply the Bank's applicable foreign exchange rate at the time when the actual calculation is made by the Bank when such amounts are to be returned to the applicant in a currency other than the remitted currency, except for cases where a forward foreign exchange contract is in place.

■8.受取人に対する支払通貨

送金依頼人が次の各号に定める通貨を送金通貨として送金を依頼した場合には、受取人に対する支払い通貨は送金依頼人が指定した通貨と異なる通貨となることもあります。この場合の支払通貨、為替相場および手数料等については、関係各国の法令、慣習および関係銀行所定の手続きに従うこととします。

1. 支払銀行の所在国の通貨と異なる通貨
2. 受取人の預金口座の通貨と異なる通貨

■9.取引内容の照会等

(1) 送金依頼人は、送金依頼後に受取人に送金資金が支払われていない場合など、送金取引について質疑のあるときは、すみやかに取扱店にご照会下さい。この場合には、当行は、関係銀行に照会するなどの調査を行い、その結果を送金依頼人にご報告致します。尚、照会等の受付にあたっては、当行所定の依頼書の提出を求めることもあります。

(2) 当行が発信した支払指図について、関係銀行から照会があった場合には、すみやかにご回答下さい。当行からの照会に対して、相当の期間内にご回答を頂けなかった場合、またはご回答頂いた内容に間違いなどがあった場合には、これによって生じた損害について、当行は責任を負いません。

(3) 当行が発信した支払指図について、関係銀行による支払指図の拒絶等により送金ができないことが判明した場合には、当行は送金依頼人にすみやかに通知します。この場合、当行が関係銀行から送金にかかる返戻金を受領したときには、直ちに返却しますので、第11条に規定する組戻しの手続きに準じて、当行所定の手続きを行って下さい。

■10.依頼内容の変更

(1) 送金委託契約の成立後にその依頼内容を変更される場合には取扱店の窓口において、次の変更の手続きによりお取扱い致します。ただし、送金金額を変更する場合には、次条に規定する組戻しの手続きによりお取扱い致します。

1. 変更のご依頼にあたっては、当行所定の内容変更依頼書に、外国送金依頼書に使用した署名または印章により署名または記名押印のうえ、第4条第2項に規定する外国送金計算書等とともにお届け下さい。この場合、当行所定の本人確認資料を求めることがあります。
2. 当行が変更依頼をお受けしたときは、当行が適当と認める関係銀行および伝送手段により、内容変更依頼書の内容に従って、変更の指図を発信するなど、遅滞なく変更に必要な手続きをとります。

■Article 8. Currency of Payment to the Payee

In the case the applicant requests a remittance being made in the currency provided for in any of the following Subparagraphs, the currency of payment to the payee may differ from the currency originally designated by the applicant. In this case, laws, regulations, customs and practices of the relevant countries, as well as certain procedures prescribed by the Banks Concerned, shall be observed in respect to the currency of payment, foreign exchange rate, charges and such.

1. The currency which differs from the currency of the country in which the Paying Bank is located.
2. The currency which differs from the currency of the account of the payee.

■Article 9. Inquiries concerning Transaction Details

(1) When the applicant has any fears concerning the remittance transaction such as the remitted funds not being paid to the payee after the request for remittance was made, the applicant shall promptly make an inquiry with the office that accepted the request for remittance (hereinafter referred to as the "Office in Charge"). The Bank shall then conduct an investigation such as inquiring with the Banks Concerned and report the results thereof to the applicant. When the Bank receives inquiries, the applicant shall submit an application for inquiry as prescribed by the Bank, upon the request of the Bank.

(2) In the case the Banks Concerned make any inquiries with respect to the payment order or the demand draft issued by the Bank, the Bank may inquire with the applicant as to the substance of the request for remittance. In such event, the applicant is requested to respond promptly. If a response is not made within a reasonable period of time or an inappropriate response is made, the Bank shall not be responsible for any losses or damages caused thereby.

(3) In the event that it becomes apparent that remittance is not possible with respect to the payment order or the demand draft issued by the Bank due to reasons such as refusal of the payment order by the Banks Concerned, the Bank shall promptly notify the applicant of the same.

Should the Bank receive any refund relating to the remittance from the Banks Concerned, the Bank shall immediately repay such amount. In such event, the applicant shall take certain procedures as prescribed by the Bank, in line with the cancellation procedures provided for in Article 11, mutatis mutandis.

■Article 10. Amendments to Requests

(1) In the case the applicant desires to amend the content of the request after the Contract has been entered into, such amendments shall be processed according to the following procedures at the teller's counter of the Office in Charge. However, any amendment to the amount of remittance shall be handled as stated in the cancellation procedures provided for in Article 11.

1. When requesting an amendment, the applicant is required to submit an Application for Amendment as prescribed by the Bank with the signature or the name and seal which are identical to those used on the Application for Remittance, along with the statement of remittance or other documents as provided for in Article 4, Paragraph (2). In such case, when the Bank requests such, the applicant shall submit documents identifying the applicant to the Bank and/or provide a guarantor to the Bank, as prescribed by the Bank. In addition, when the demand draft has been issued to the applicant, such demand draft shall also be submitted.
2. Upon acceptance of a request for amendment, the Bank shall implement necessary procedures without delay such as issuing amendment instructions in accordance with the substance of the Application for Amendment, selecting the Banks Concerned and selecting the transmission method which the Bank deems appropriate.

(2) 前項の依頼内容の変更にあたっての内容変更依頼書の取扱については、第4条第5項の規定を準用します。また、前項第2号の取扱いによって生じた損害については、当行は責任を負いません。

(3) 本条に規定する変更は、関係銀行による変更の拒絶、法令による制限、政府または裁判所等の公的機関の措置により、その取扱いができない場合があります。変更ができず組戻しを行う場合には、次条に規定する組戻しの手続きをして下さい。この場合には、当行はこれにより生ずる損害については責任を負いません。

■11.組戻し

(1) 送金委託契約の成立後にその依頼をお取りやめになる場合には取扱店の窓口において、次の組戻しの手続によりお取扱い致します。

1. 組戻しの依頼にあたっては、当行所定の組戻依頼書に、外国送金依頼書に使用した署名または印章により署名または記名押印のうえ、第4条第2項に規定する外国送金計算書とともにお届け下さい。この場合、当行所定の本人確認資料を求めることがあります。
2. 当行が組戻しの依頼をお受けしたときは、当行が適当と認める関係銀行および伝送手段により、組戻依頼書の内容に従って、組戻しの指図を発信するなど、遅滞なく組戻しに必要な手続をとります。
3. 組戻しを承諾した関係銀行から当行が送金にかかる返戻金を受領した場合には、その返戻金を返却しますので、当行所定の受取書等に、外国送金依頼書に使用した署名または印章により署名または記名押印のうえ、お届けください。この場合、当行所定の本人確認資料を求めることがあります。

(2) 前項の組戻しのご依頼にあたっての組戻依頼書の取扱いおよび返戻金の返却にあたっての受取書などの取扱については、第4条第5項の規定を準用します。また、前項第2号の取扱いによって生じた損害については、当行は責任を負いません。

(3) 本条に規定する組戻しは、関係銀行による組戻しの拒絶、法令による制限、政府または裁判所等の公的機関の措置などにより、その取扱いができない場合があります。この場合には、当行はこれにより生ずる損害については責任を負いません。

■12.通知・照会の連絡先

(1) 当行がこのお取引について送金依頼人に通知・照会を行う場合、外国送金依頼書に記載された住所・電話番号を連絡先とします。

(2) 前項において、連絡先の記載の不備または電話の不備等によって通知・照会をすることができなくても、これによって生じた損害については、当行は責任を負いません。

(2) With respect to the handling of the Application for Amendment submitted for the amendment request pursuant to the preceding Paragraph, the provision of Article 4, Paragraph (5) shall apply, mutatis mutandis. The Bank shall not be responsible for any losses or damages caused by the handling provided for in Subparagraph (ii) of the preceding Paragraph.

(3) Amendments provided for in this Article may not be completed due to reasons such as refusal by the Banks Concerned, restrictions by laws and regulations, and certain actions taken by the governments, courts or other public authorities. If the applicant then requests cancellation, the cancellation procedures provided for in Article 11 shall be implemented.

■Article 11. Cancellation Initiated by the Applicant

(1) In the case the applicant cancels the request for remittance at its initiation after the Contract has been entered into, such cancellation shall be processed according to the following procedures at the teller's counter of the Office in Charge:

1. When requesting cancellation, the applicant is required to submit an Application for Cancellation as prescribed by the Bank with the signature or the name and seal which are identical to those used on the Application for Remittance, along with the statement of remittance or other documents as provided for in Article 4, Paragraph (2). In such case, when the Bank requests such, the applicant shall submit documents identifying the applicant to the Bank and/or provide a guarantor to the Bank, as prescribed by the Bank. In addition, when the demand draft has been issued to the applicant, such demand draft shall also be submitted.
2. Upon acceptance of a request for cancellation, the Bank shall implement necessary procedures without delay such as issuing cancellation instructions in accordance with the substance of the Application for Cancellation, selecting the Banks Concerned and selecting the transmission method which the Bank deems appropriate.
3. When the Bank receives a refund relating to the remittance from the Banks Concerned in line with the cancellation, the Bank shall immediately return such amount to the applicant. In such event, the applicant shall submit a receipt or other documents as prescribed by the Bank with the signature or the name and seal which are identical to those used on the Application for Remittance. Furthermore, when the Bank requests such, the applicant shall submit documents identifying the applicant to the Bank and/or provide a guarantor to the Bank, as prescribed by the Bank.

(2) With respect to the handling of the Application for Cancellation submitted for the cancellation request, and the receipt or other documents required when the refunds are to be returned, pursuant to the preceding Paragraph, the provision of Article 4, Paragraph (5) shall apply, mutatis mutandis. The Bank shall not be responsible for any losses or damages caused by the handling provided for in Subparagraph (ii) of the preceding Paragraph.

(3) Cancellation provided for in this Article may not be completed due to reasons such as refusal by the Banks Concerned, restrictions by laws and regulations, and certain actions taken by the governments, courts or other public authorities.

■Article 12. Contact for Notices and Inquiries

(1) In the case the Bank gives notice to or makes an inquiry with the applicant in respect to this transaction, the address and telephone number stated in the Application for Remittance shall be used.

(2) If communication pursuant to the preceding Paragraph cannot be made due to improper entry of the stated address or telephone number, interruption of telephone service or such, the Bank shall not be responsible for any losses or damages caused thereby

■13.災害などによる免責

次の各号に定める損害については、当行は責任を負いません。

1. 災害・事変・戦争、郵送途中の事故、法令による制限、政府または裁判所等の公的機関の措置などのやむをえない事由により生じた損害
2. 当行が相当の安全対策を講じたにもかかわらず発生した、端末機、通信回線、コンピューター等の障害、またはそれによる電信の字くずれ、誤謬、脱漏等により生じた損害
3. 関係銀行が所在国の慣習もしくは関係銀行所定の手続に従って取扱ったことにより生じた損害、または当行の本支店を除いた関係銀行の責に帰すべき事由により生じた損害
4. 受取人名相違等の送金依頼人の責に帰すべき事由により生じた損害
5. 送金依頼人から受取人へのメッセージに関して生じた損害
6. 送金依頼人と受取人または第三者との間における送金の原因関係にかかる損害
7. その他当行の責に帰すべき事由以外の事由により生じた損害

■14.譲渡、質入れの禁止

本規定による取引にもとづく送金依頼人の権利は、譲渡、質入れすることはできません。

■15.預金規定の適用

送金依頼人が送金資金などを預金口座から振替えて送金の依頼をする場合における預金払戻しについては、関係する預金規定により取扱います。

■16.法令・規則などの遵守

本規定に優先する法令又は法令に基づく命令、規制などがある場合は、本規定にかかわらずそれらが適用されるものとし、また、本規定に定めのない事項については、日本および関係各国の法令、慣習および関係銀行所定の手続に従うことにします。

■Article 13. Force Majeure

The Bank shall not be responsible for any losses or damages arising out of any of the following:

1. An unavoidable event such as calamities, incidents, wars, accidents during transit, restrictions by laws and regulations, and certain actions taken by the governments, courts or other public authorities;
2. Any failure or malfunction of terminals, communication circuits, computers or other equipment; or any mutilation, error or omission in the text resulting from such, which occurred despite reasonable security measures taken by the Bank;
3. The handling by the Banks Concerned of the remittance in accordance with the customs and practices of the country in which the Banks Concerned are located or with certain procedures prescribed by the Banks Concerned; or any reason attributable to the Banks Concerned other than the head office or branches of the Bank;
4. Any reason attributable to the applicant such as the incorrect description of the name of the payee;
5. Messages from the applicant to the payee;
6. The relationship between the applicant and the payee or a third party, on which the remittance is based; and
7. Any reason other than those attributable to the Bank.

■Article 14. Prohibition of Transfer or Pledge

The applicant shall not be allowed to transfer or pledge rights under the transactions made herein.

■Article 15. Application of Deposit Terms and Conditions

In the case the applicant requests a remittance by debiting the Remittance Funds from an account, the account shall be debited in accordance with the relevant deposit terms and conditions.

■Article 16. Compliance with Laws and Regulations

Matters not stipulated herein shall be governed by laws, regulations, customs and practices of Japan and other relevant countries and the procedures prescribed by the Banks Concerned.

(This English translation is for the convenience of the applicant only. Any and all questions which may arise in regard to the meaning of the words, provisions and stipulations of these Terms and Conditions shall be interpreted in accordance with the official Japanese text.)