

**Global Trust Networks Co., Ltd.**  
**Terms and Conditions of Collection, Use, and Provision, Etc. of**  
**Personal Information**

The applicant for the Guarantee Service Agreement (the “**Agreement**”) (including a party to the Agreement; the “**Applicant**”) and the intended emergency contact person (including the actual emergency contact person; the “**Emergency Contact**”) agree that the Company may handle personal information in accordance with these Terms and Conditions.

**Article 1 Personal Information**

Personal information means any of the following information:

- (1) *attribute information* including, but not limited to, the name, age, sex, date of birth, address, telephone number, registered domicile, name, address and telephone number of workplace, length of employment, monthly salary and family structure indicated in the guarantee service application form (the “**Application Form**”) designated by the Company (including amended information obtained by the Company by receiving notice or by other means after the execution of the Agreement);
- (2) *contract information* including, but not limited to, the Application, the guarantee agreement date, and the details of the property subject to an application for lease in relation to the Agreement; and
- (3) *transaction information* including, but not limited to, the status of rent payments after the execution of the Agreement (including amended information that is obtained by receiving notice or by other means after the execution of the Agreement).

The Applicant may, at its discretion, provide personal information to the Company, but if the Applicant fails to provide necessary information expressly indicated, the Company may not be able to carry out the required procedures with respect to the Agreement.

**Article 2 Purpose of Use**

The Company will collect and use the personal information of the Applicant for the Agreement for the following purposes:

- (1) to make credit decisions regarding the Guarantee Service Application;
- (2) to perform the Guarantee Service Agreement and conduct after-sales services;
- (3) to demand reimbursement or advance reimbursement of claims relating to the performance of the guarantee agreement;
- (4) to introduce and provide the Company's services that are considered to be useful 2 for customers; and
- (5) to perform other services incidental to the services described above.

Because the personal information is "personal information subject to disclosure," the Applicant and the Emergency Contact may demand information on how the personal information is used or disclosure, amendment, addition or removal, suspension of use, erasure, or suspension of provision to a third party of the personal information by the Company.

### **Article 3 Sensitive Information**

The Applicant and the Emergency Contact agree to submit an identification document such as a driver's license or passport containing registered domicile or other similar information so that the Company may verify that the persons with whom the Company is to execute the Agreement are the Applicant and the Emergency Contact.

### **Article 4 Agreement to Provide Personal Information to Third Party**

1. The Company will not provide the personal information that it collects to any third party without the prior consent of the relevant person except:

- (1) if required by laws or ordinances;
- (2) if required to protect a person's life, body or property and it is difficult to obtain consent from the relevant person; or
- (3) if a national government or local government, or a person nominated thereby, requires the Company's cooperation to perform duties prescribed by laws or ordinances, and if the performance of such duties is likely to be impaired by obtaining consent from the relevant person.

2. The Applicant and the Emergency Contact agree to the Company's provision of the personal information to a third party in accordance with the following provisions.

#### Purposes of use:

- (1) to renew and manage the lease agreement;
- (2) to perform and manage the Agreement;

- (3) if the rental property under the Agreement is securitized, to perform the services for such securitization; or
- (4) to perform other services incidental to the services described above.

Recipient of the personal information:

An owner of the rental property (i.e., a trust bank, etc.), a new lessor (i.e., a special purpose company), a management company (i.e., a property manager), an asset management company (i.e., an asset manager), a collection servicer, a business partner 3 of a group company of the Company, or EPOS Card Co., Ltd. (4-3-2, Nakano, Nakano-ku, Tokyo)

Information to be provided:

Personal information set out in Article 1

**Article 5 Delegation**

The Company may delegate the handling of the personal information, in whole or in part, to a third party to the extent necessary for achieving the purposes of use set out in Article 2. In such case, the Company will perform necessary and appropriate supervision of the delegatee so that the personal information may be safely managed.

**Article 6 Measures for Protection of Personal Information**

1. The Company will, in order to protect the personal information, provide education to its employees on a regular basis and strictly manage the handling of the personal information.
2. The Company will take necessary security measures for the database system that it holds, including restricting and managing access to such database.
3. Upon the provision of the personal information to a third party with the consent of the Applicant and the Emergency Contact, the Company will perform necessary and appropriate supervision in order to prevent the personal information from being divulged or otherwise leaked.

**Article 7 Disclosure, Change, and Deletion, Etc. of the Personal Information**

1. The Applicant and the Emergency Contact may demand information on how the personal information is used or disclosure, amendment, addition or removal, suspension of use, erasure, or suspension of provision to a third party of the personal information that the

Company collects. Inquiries may be made to the Customer Personal Information Desk described below.

2. If the personal information that the Company holds is found to be inaccurate or false, the Company will promptly update or delete such information.
3. If the Company uses the personal information for an unauthorized purpose, illegally obtains the personal information, or illegally provides the personal information to a third party, the Company will, upon the request of the Applicant or the Emergency Contact, suspend the use or provision to a third party of such personal information (the “**Suspension of Use**”); provided, however, that this will not apply if the Suspension of Use is impracticable, and the Company takes alternative measures as required to protect the rights and interests of the relevant person.

#### **Article 8 Emergency Contact’s Powers**

1. The Applicant shall notify the Company of the Emergency Contact in case the Company is unable to contact the Applicant in an emergency situation at the address or telephone number submitted by the Applicant in advance. In such case, the Applicant shall give prior notice to the Emergency Contact of the fact that the Applicant intends to notify the Company of the address, telephone number and other similar information of such Emergency Contact, and the purpose of such notification, and obtain approval from the Emergency Contact. The Applicant warrants to the Company that the Company will not receive any objection to such notification or use of such information.
2. The Applicant shall authorize the Emergency Contact to cancel the Agreement, accept the cancellation of the Agreement by the Company, vacate the property relating to the Agreement, and remove, transport, store or dispose of the movables and other belongings remaining in such property, and the Applicant shall give prior notice to the Emergency Contact to that effect.

#### **Article 9 Handling in case of Non-Agreement of these Terms and Conditions**

If the Applicant and the Emergency Contact wish not to provide any of the information in the Agreement (i.e., in the Application Form and the agreement cover sheet), or are unable to agree to all or part of these Terms and Conditions, the Company may reject the Agreement; provided, however, that if the Applicant and the Emergency Contact do not agree to Article 2(4), the Company shall not refuse to execute the Agreement for that reason.

### **Article 10 Notification of Background Check Results and Effective Term**

The Applicant and the Emergency Contact agree that the Company may notify a management company or brokerage company of the results of the background check conducted by the Company based on the application by the Applicant and the Emergency Contact. As the background check results are current as of the time of the performance of the background check, the Applicant and the Emergency Contact shall not object if they cannot execute an agreement due to a significant change in the information of the Applicant and the Emergency Contact or the details of the application at the time of agreement execution.

### **Article 11 Amendment**

If the Company amends these Terms and Conditions, and the details of such amendment is likely to have a material effect on the Applicant and the Emergency Contact, the Company will give notice to, or inform in an appropriate manner, the Applicant and the Emergency Contact.

### **Article 12 Inquiry Desk**

Inquiries concerning the personal information may be made to the *Customer Personal Information* Desk described below.

Customer Personal Information Desk:

Person responsible for the protection and management of personal information: General Manager of the Finance and General Administration Department

Tel: 03-6804-6801



Global Trust Networks Co., Ltd.

2th floor, Oak Ikebukuro Building

1-21-11, Higashi-Ikebukuro, Toshima-ku, Tokyo

Tel: 03-6804-6801 Fax: 03-6804-6802

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