

Handling of Personal Information in Relation to “Zenryo Marutto Pay”

Zenryo Corporation (hereinafter referred to as “the Company”) recognizes the importance of personal information and, in order to further enhance public trust in the various businesses operated by the Company, shall appropriately handle personal information (as defined under the Act on the Protection of Personal Information, hereinafter referred to as “the Personal Information Protection Act”) obtained in connection with the “Zenryo Marutto Pay” service (hereinafter referred to as “the Service”), in compliance with the Personal Information Protection Act and other related laws, regulations, and guidelines, as set forth below.

Article 1 (Usage Agreement)

1. A usage contract for the Service (hereinafter “Usage Contract”) between the customer and the Company is concluded when the customer applies and the Company accepts that application.
 2. The Company may decline to accept an application for a Usage Contract if the applicant falls under any of the following items. The Company assumes no obligation to disclose the reason:
 - (i) The application contains false statements, errors, or omissions.
 - (ii) The customer has previously had a contract with the organizer or the Company canceled, revoked, or suspended.
 - (iii) The customer failed to pay fees under a contract with the organizer or the Company.
 - (iv) The customer is a minor and does not have consent from a parent or legal guardian.
 - (v) The designated payment method is blocked or suspended by a credit card company, financial institution, etc.
 - (vi) It is technically or otherwise difficult to provide the Service.
 - (vii) For other reasonable reasons, the Company determines that concluding the contract is inappropriate.
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Article 2 (Sale of Participation Rights)

1. The Company, on behalf of the event organizer under commission, acts as an agent to sell participation rights for Events.
2. When the customer completes the application registration on the “Zenryo Marutto Pay” website (hereinafter “the Company Website”), and an application number is displayed on the customer’s device (smartphone, PC, etc.), a sales contract for the participation rights through the Service is concluded.
3. The Company may refuse to sell participation rights if the customer meets any of the following items:
 - (i) The purchase application contains false statements, errors, or omissions.
 - (ii) The customer performs acts that disadvantage or damage the Company or a third party, or is likely to do so.

(iii) The customer does not complete necessary procedures by the deadline or fails to follow the Company's required procedures.

(iv) Any of items (ii) to (vi) in Article 1, Paragraph 2 applies.

(v) The customer violates these Terms, or for other reasonable reasons the Company deems concluding the Usage Contract inappropriate.

4. Once the sales contract is concluded under the preceding paragraph, changes, cancellations, or exchanges of reservations cannot be made through the Service under any circumstances, and the customer must contact the organizer directly. The cooling-off period does not apply to sales contracts for participation rights through the Service.

Article 3 (Sales Limits, etc.)

1. The Company does not guarantee that participation rights will be sold to all customers wishing to purchase them.
2. The organizer may impose sales limits or eligibility conditions for participation rights. If many customers wish to purchase, sale may be by lottery.
3. Even within the posted sales period, once the planned number is reached or for other reasons, the Company may end sales without prior notice. If additional rights are commissioned by the organizer, the Company may resume sales.

Article 4 (Payment of Fees)

1. The customer shall pay the participation fee ("Fee") by convenience store payment, credit card payment, or Pay-easy (Pay-easy) payment. However, the Company may place restrictions on payment methods.
2. If the customer selects convenience store payment, the customer must pay at the convenience store by the designated deadline. If the fee is not paid within the designated period, the purchase application will automatically be canceled, and the customer will not object.
3. If the customer selects credit card payment, they shall pay by valid credit card in their name through the prescribed procedure.
4. If the customer selects Pay-easy payment, the customer shall make payment via Internet banking, mobile banking, or ATM using the payment number issued by the Company.
5. Notwithstanding the foregoing, the Company may change payment methods by notifying customers in advance to methods it deems appropriate.

Article 5 (Acquisition of Participation Rights)

1. The customer acquires participation rights at the time they complete payment under the preceding Article.
2. If the participation rights are free of charge, the customer acquires the rights as soon as the sales contract is concluded, irrespective of the preceding paragraph.
3. The Company will not reissue tickets or participation rights under any circumstances—

including loss, theft, damage, or other reasons.

Article 6 (Refunds)

1. The organizer bears all responsibility for changes, cancellations, postponements, or other aspects related to the Event ("Content Changes"). The Company assumes no responsibility.
 2. The organizer is responsible for notifying customers and handling refunds pertaining to Content Changes.
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Article 7 (Provision of Usage Environment)

1. The customer shall, at their own responsibility and expense, manage and maintain communication devices, software, internet connection contracts, etc., necessary to use the Service. The Company assumes no liability for communication or connection fees. The customer shall maintain an email reception environment to receive communications from the Company.
 2. The Company does not guarantee that the Service can be used in all environments.
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Article 8 (Prohibited Matters)

1. The customer shall not engage in any of the following acts when using the Service:
 - (i) Acts that disadvantage or damage the Company or third parties, or may do so.
 - (ii) Acts that infringe or may infringe rights, privacy, reputation, or credibility of the Company or third parties.
 - (iii) Acts of discrimination, defamation, harassment, or damaging honor or credibility of others.
 - (iv) Violations of law or aiding such violations.
 - (v) Resale of participation rights at prices higher than the purchase price, or attempted resale, or acts for profit, or preparations thereof.
 - (vi) Impersonation or creating/sending false information.
 - (vii) Altering, deleting, or analyzing the content of the Service or information obtained therein.
 - (viii) Using automated software to place multiple applications in an abnormal way.
 - (ix) Transmitting or posting harmful programs (viruses, etc.).
 - (x) Unauthorized access or allowing third-party use of the Service.
 - (xi) Acts interfering with smooth operation of the Service or which may hamper it.
 - (xii) Other acts deemed inappropriate by the Company to provide the Service.
 2. If any of the above acts are discovered, the Company or organizer may invalidate purchased participation rights, refuse admission to the Event, or require removal from the Event. In such cases, no refund will be provided.
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Article 9 (Exclusion of Anti-Social Forces)

1. The customer represents and guarantees that neither currently nor within the past five years have they been part of organized crime groups, their members or related organizations, corporate extortionists, political racketeers, special intelligence violent

groups, or equivalents (hereinafter “Anti-Social Forces”), and further promises not to become so in the future.

2. The customer also represents and guarantees that they are not controlled by, involved with, or utilizing Anti-Social Forces, and that they are not providing funds or benefits or otherwise in reprehensible relationships with Anti-Social Forces.
3. The customer promises not to demand violence beyond legal obligations, threaten with illegal acts, engage in disruptive or defamatory acts, spread rumors, use fraud, or otherwise damage the reputation or business of the Company or organizer, or commit equivalent acts.
4. If the customer violates any of these representations and warranties, the Company may, without notice or demand, suspend transactions or terminate usage contracts.
5. If the Company terminates based on the preceding paragraph, the Company is not required to compensate the customer for damages, and if the termination causes damage to the Company, the customer shall indemnify it.

Article 10 (Suspension or Cancellation of the Service)

1. The Company may suspend use, cancel sales, or terminate the Usage Contract, without prior notice, if the customer falls under any of the following:
 - (i) Performs an act prohibited under Article 8.
 - (ii) Falls under items (ii)–(vi) of Article 1, Paragraph 2.
 - (iii) Delays or becomes unable to fulfill payment or other obligations.
 - (iv) Is subject to attachment, provisional seizure, or provisional injunction.
 - (v) Initiation of bankruptcy, special liquidation, civil rehabilitation, or corporate reorganization procedures.
 - (vi) Suspended payment or other default.
 - (vii) Becomes unreachable or unknown residence for reasons not attributable to the Company.
 - (viii) Loses eligibility for other services of the Company used, or contract cancellation arises.
 - (ix) Violates these Terms or is otherwise inappropriate for the Service.
2. If the Usage Contract is terminated, the customer loses benefit of term, and any unpaid obligations become immediately due.

Article 11 (Suspension, Interruption, or Changes to the Service)

1. The Company may suspend, change, or temporarily stop all or part of the Service without prior notice in any of the following:
 - (i) Maintenance, construction, or malfunction of Service-related equipment, systems, networks, etc.
 - (ii) In the event that the provision of the Service becomes difficult due to natural disasters, incidents, or other unavoidable circumstances.
 - (iii) Emergency situations or risks thereof.
 - (iv) Suspension, interruption, or changes in telecommunications by carriers.

(v) In addition, if the Company deems it necessary for the operation of the Service, the Company may suspend, modify, or temporarily discontinue all or part of the

2. The Company is not liable for damages to customers or third parties resulting from such suspension, change, or interruption, except in cases of willful misconduct or gross negligence.

Article 12 (Limitation of Liability)

1. Use of the Service is at the customer's own risk, and the Company bears no liability for damages arising to the customer or third parties in relation to use of the Service, except when caused by the Company's intentional or grossly negligent acts.
2. The Company does not warrant or guarantee that the content or information obtained via the Service is accurate, timely, or reliable, nor is it obligated to investigate such matters before or after.
3. The Company does not guarantee that communications, notifications, negotiations, or information exchanges between organizers and customers will always reach the other party in a timely or reliable manner.
4. Even if disputes arise between the customer and an organizer, the Company has no obligation to intervene or assume any responsibility; resolution is the responsibility of the parties involved.
5. The Company is not responsible for any linked websites and assumes no liability for use of those sites. The customer is responsible for decisions regarding their use.
6. The Company is not liable for delays in or failure of sales contract formation due to network congestion or system accidents. However, this does not apply in cases of the Company's willful misconduct or gross negligence.

Article 13 (Handling of Personal Information)

The Company shall handle the customer's personal information in accordance with the separately stipulated "Privacy Policy." The customer consents to its inclusion as part of these Terms.

Article 14 (Notices & Communication)

1. Notices from the Company to the customer may be made by email, posting on the Company Website, postal mail, or other reasonable methods, and become effective when they would normally be deemed delivered.
 2. If the customer changes any contact information submitted at the time of application, they must promptly notify the Company via the prescribed method. The Company may require documents verifying such changes.
 3. If the customer fails to notify or submit documents, and as a result notices to the customer are not or are delayed in arriving, the Company is not liable for any resulting damage.
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Article 15 (Compensation for Damages)

If the customer breaches these Terms or engages in wrongful or illegal acts, the customer shall compensate the Company for all resulting damages.

Article 16 (Prohibition of Assignment)

Without prior written consent of the Company, the customer shall not assign, transfer, pledge, or otherwise dispose of the status, rights, or obligations under the Usage Contract or sales contract for participation rights.

Article 17 (Outsourcing to Third Parties)

The Company may outsource all or part of its duties under the Usage Contract to third parties, and the customer shall not object.

Article 18 (Amendment of Terms)

1. The Company may establish separate individual provisions regarding the Service, which shall become part of these Terms once notified to customers. In case of conflict, the individual provisions shall prevail.
 2. The Company may modify these Terms (including individual provisions) without obtaining each customer's consent, in accordance with applicable laws.
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Article 19 (Governing Law)

The operation of the Service and these Terms shall be governed by and interpreted under Japanese law.

Article 20 (Jurisdiction)

In connection with any litigation arising between the customer and the Company relating to the Service, the Tokyo District Court or Tokyo Summary Court shall have exclusive jurisdiction as the court of first instance.

Handling of Personal Information for "Zenryo Marutto Pay"

Zenryo Co., Ltd. (hereinafter referred to as "the Company") recognizes the importance of personal information and is committed to handling personal information properly in accordance with the Act on the Protection of Personal Information (hereinafter referred to as "the Personal Information Protection Act") and other relevant laws, regulations, and guidelines. This policy outlines how the Company handles personal information (as defined by the Personal Information Protection Act) collected through the "Zenryo Marutto Pay" service (hereinafter referred to as "the Service").

Article 1: Collection of Personal Information

1. The Company shall collect personal information through lawful and fair means and shall not acquire it through improper methods.
 2. When collecting personal information, the Company shall notify or publicly announce the purpose of use in advance. In cases where personal information is directly obtained from the customer in writing (including electronic records), the purpose of use shall be clearly indicated in advance.
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Article 2: Purpose of Use of Personal Information

The Company will use the personal information collected from customers for the following purposes:

1. Sales and management of participation rights for events, etc., handled by the Company.
 2. Provision of Service functions, personal authentication, responses to inquiries, and user support related to the Service.
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Article 3: Provision of Personal Information to Third Parties

1. The Company may provide personal information to third parties entrusted with operations (hereinafter referred to as "Contractors") to the extent necessary to achieve the purposes stated above.
2. The customer agrees that the Company may provide personal information to third parties as outlined below. The party responsible for managing the provided personal information is listed under (1) below.

(1) Recipients:

Organizers of events, etc., for which the customer has purchased (or applied to purchase) participation rights via the Service.

(2) Purpose of provision:

- To provide information about performances, products, and services offered by the organizers.
- To verify the identity of participants in events.
- To contact customers regarding changes, cancellations, or postponements of events and to handle refunds as necessary.

(3) Personal information provided:

Name, address, phone number, email address, accompanying persons' information, payment method, and payment status.

Article 4: Exceptions to Provision to Third Parties

In addition to the previous article, the Company may provide personal information to third parties without the customer's consent in the following cases:

1. When required by law.
 2. When necessary to protect life, body, or property and it is difficult to obtain consent.
 3. When especially necessary to improve public health or promote the sound development of children, and it is difficult to obtain consent.
 4. When it is necessary to cooperate with a government agency, local authority, or an entity commissioned by them to carry out legal duties, and obtaining consent may interfere with the execution of those duties.
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Article 5: Management of Personal Information

The Company takes appropriate security measures, such as establishing internal rules and systems, to prevent leakage, loss, or damage of personal information and to ensure its safe management. The Company also takes steps to ensure the accuracy and up-to-dateness of the information as necessary for achieving the purposes of use.

Article 6: Customer Requests for Access, Correction, etc.

If a customer requests access, correction, addition, deletion, suspension of use, or erasure of their personal information in accordance with the law, the Company will verify the identity of the requester and respond within a reasonable period.

Article 7: Changes to Purpose of Use and This Policy

Any changes to this policy will become effective once the revised policy is published on the Company's website.

Article 8: Contact Information for Personal Information Inquiries or Complaints

Zenryo Co., Ltd.

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