

GTN Corporate Smartphone Rental Service Terms of Use (2025/3/1)

Article 1 (General Provisions)

These Terms of Use (hereinafter referred to as "these Terms") define the conditions for using the GTN Corporate Smartphone Rental Service provided by Global Trust Networks Co., Ltd. (hereinafter referred to as "GTN").

Article 2 (Definitions)

1. "This Service" refers to the "GTN Corporate Smartphone Rental Service" operated by GTN, which allows users to rent smartphones.
2. "Smartphone" refers to the smartphones provided by GTN for use with this Service, including all accessories, manuals, packaging, and related items loaned to the user.
3. "User" refers to a corporation that uses this Service.

Article 3 (Consent to Terms)

Users shall agree to these Terms before using this Service, and applying for this Service shall be deemed as consent to these Terms.

Article 4 (Application)

Users shall submit an application form to GTN, and the contract for this Service (hereinafter referred to as "this Contract") shall be deemed concluded upon GTN's approval.

Article 5 (Fees)

In addition to the rental fee, users shall bear any fees specified by GTN, such as handling fees, payment processing fees, and shipping costs.

Article 6 (Payment Methods)

1. Users shall pay GTN the rental fees specified in the application form by the due date stated in the application form.
2. Unless otherwise specified, payments shall be made via bank transfer to the account designated by GTN, and any transfer fees or associated costs shall be borne by the user.
3. GTN may, at its discretion, issue invoices for rental fees electronically, such as by attaching them to an email.

Article 7 (Screening Process)

1. GTN shall conduct a screening process for applications to use this Service.
2. GTN may require users to submit identity verification documents at the time of application or delivery. The required documents shall be specified separately by GTN.
3. GTN may, at its discretion, reject an application or withdraw service acceptance until the following issues are resolved:
 - (1) If GTN determines that the application contains incomplete or false information.
 - (2) If GTN is unable to contact the user regarding the application or does not receive a response from the user.
 - (3) If the user has outstanding rental obligations, such as unreturned smartphones or unpaid debts from past contracts.
 - (4) If GTN determines that accepting the application is otherwise inappropriate.

Article 8 (Shipping and Receipt)

1. After the contract is finalized, GTN will arrange for the designated delivery company to ship the smartphone to the user, ensuring it arrives by the requested start date.
2. Users must promptly check the received smartphone upon arrival. If there is any damage or discrepancy, they must notify GTN immediately without using the device. If no such notification is made, GTN shall not be obligated to provide a replacement or refund for these reasons.
3. If defects are confirmed during the inspection mentioned in the previous clause, GTN will, at its discretion, either issue a refund for the rental fee or provide a replacement device.

Article 9 (Usage)

1. The smartphone remains the property of GTN or GTN's affiliated partner companies throughout the rental period, and users must handle it with due care and responsibility.
2. The smartphone may not be used by anyone other than the user unless GTN grants prior approval.
3. In the event of damage, theft, or loss of the smartphone during the rental period, the user must notify GTN in accordance with Article 10.

Article 10 (Return)

1. Users must return the smartphone by the return deadline specified separately by GTN. The return location shall be designated by GTN, and all return-related costs, including shipping fees, shall be borne by the user.
2. If the user returns or sends the smartphone back to GTN before the end of the rental period, no refund will be provided for the unused rental period.

Article 11 (Rental Period)

The rental period of this contract shall be from the start date to the end date specified in the application form.

Article 12 (Early Termination)

Users may not withdraw from this contract after submitting the application form, including changes to the rental period (such as modifying the requested start date) or early termination. However, exceptions may be made at GTN's discretion.

Article 13 (End of Contract and Return Process)

1. Users must erase all data stored on the smartphone at their own responsibility. If any data remains at the time of return, GTN will delete it, but GTN shall bear no responsibility for data recovery, retrieval, deletion, or any resulting damages.
2. GTN will inspect the returned device for any damage, stains, or defects, and the contract shall be considered terminated upon the completion of this inspection.
3. If the inspection requires any action from the user, the user shall bear any additional costs incurred, including extended rental fees, until the inspection is completed.

Article 14 (Delays, Damage, Theft, and Loss)

1. If the smartphone is stolen, lost, damaged, or stained (including odors or any condition that diminishes its original value), the user must immediately report it to GTN and follow GTN's instructions.
2. If the damage or staining is determined to be caused by the user's intent or negligence, GTN may, at its discretion, charge the user for part or all of the repair costs or the sales price set by GTN.

This also applies if the user allows a third party to use the smartphone fraudulently or fails to manage the device properly, resulting in damage.

3. This article does not limit GTN's right to claim compensation for damages beyond the smartphone itself.

Article 15 (Eligibility for Use)

This service is intended for corporate users only. Individuals falling under any of the following categories are not eligible to use this service:

- (1) Individuals (non-corporate entities).
- (2) Those whose requested delivery address is outside Japan.
- (3) Those whose primary area of smartphone usage is outside Japan.

Article 16 (Elimination of Antisocial Forces)

1. The user represents and warrants that neither they nor their officers are members of organized crime groups, individuals who have not yet been five years removed from being a member of an organized crime group, companies or organizations affiliated with organized crime, or any other anti-social forces (hereinafter collectively referred to as "Antisocial Forces"). The user also guarantees that they are not under the control or influence of such groups.
2. If it is reasonably determined that the user falls under any of the following categories, GTN may terminate the service contract immediately without prior notice:
 - (1) The user belongs to an Antisocial Force.
 - (2) An Antisocial Force is substantially involved in the management of the user.
 - (3) The user utilizes an Antisocial Force.
 - (4) The user provides funds or other benefits to an Antisocial Force.
 - (5) The user has a socially reprehensible relationship with an Antisocial Force.
 - (6) The user, either directly or through a third party, engages in any of the following acts:
 - a. Violent demands.
 - b. Unjust demands exceeding legal responsibilities.
 - c. Threatening behavior or use of violence in transactions.
 - d. Spreading false rumors, using deception, or using force to damage the credibility of the other party or interfere with their business.
 - e. Any other acts equivalent to those listed above.
3. If a user is found to fall under any of the conditions listed in the previous paragraph, they shall be liable for compensating GTN for any damages incurred due to contract termination and shall have no right to claim compensation from GTN for any losses suffered.

Article 17 (Prohibited Acts by Users)

Users shall not engage in any of the following acts while using this service:

- (1) Criminal acts or acts that may lead to criminal activity.
- (2) Acts that violate public order, morals, or any laws and regulations, or acts that may lead to such violations.
- (3) Disassembling, modifying, copying, repairing, transferring, lending, reselling, changing ownership, pledging, or using the smartphone or its software as collateral.
- (4) Changing the PIN, password, or other security settings configured by GTN on the smartphone.
- (5) Using the smartphone in any way other than the method specified by GTN or its normal intended use.

- (6) Using, in whole or in part, the software installed on the smartphone for any device other than the rented smartphone, regardless of whether it is for a fee or free of charge.
- (7) Infringing on the intellectual property rights (including copyrights, patents, utility model rights, trademarks, design rights, and any rights to apply for or register such rights), portrait rights, privacy rights, honor, or any other rights or interests of GTN or third parties.
- (8) Placing an excessive load on the network or systems related to this service.
- (9) Unauthorized access to any systems connected to this service or unlawfully modifying or deleting information stored on GTN's equipment.
- (10) Using any images, text, or other information provided by GTN within this service without permission.
- (11) Collecting information about other users for unauthorized purposes.
- (12) Impersonating GTN, other users, or any third party.
- (13) Using another user's account.
- (14) Providing benefits to anti-social forces or related entities.
- (15) Any acts that violate these Terms or contradict the purpose and intent of this service.
- (16) Any other acts deemed inappropriate by GTN.

Article 18 (Cancellation and Termination of Contract)

1. GTN may reject an application for this service or cancel an approved application if the user falls under any of the following:
 - (1) If false information or omissions are found in the application.
 - (2) If the user has failed to return a smartphone from a previous use of this service.
 - (3) If the user has previously delayed or failed to make rental payments for this service.
 - (4) If GTN is unable to contact the user regarding application details or usage status and determines the user to be unreachable.
 - (5) If GTN determines that the user is an anti-social force (such as an organized crime group, a member of such a group, an extremist organization, or any similar entity) or is involved in supporting, managing, or operating such a group through financial or other means.
 - (6) If GTN determines that the user is interfering with its business operations.
 - (7) If GTN otherwise deems the user unsuitable for this service.
2. GTN may immediately terminate the contract, even after it has been established, without prior notice if the user falls under any of the following:
 - (1) If the user violates these Terms.
 - (2) If the smartphone is used by someone other than the user.
 - (3) If the smartphone is transferred or lent to a third party.
 - (4) If the smartphone is in the possession of someone other than the user, regardless of the reason.
 - (5) If the user becomes unable to fulfill the contract.
 - (6) If the user fails to fulfill their payment obligations for rental fees or other charges.
 - (7) If GTN has reasonable grounds to determine that the user's creditworthiness has deteriorated or is at risk of deteriorating.
 - (8) If GTN determines that the user has engaged in any inappropriate behavior or has significantly damaged the trust between the contracting parties.
3. If the contract is terminated under the conditions outlined in the previous paragraph, the following shall apply:
 - (1) GTN may also terminate any other active rental contracts with the user and demand the return of smartphones.

- (2) The user must immediately return the smartphone and settle any outstanding debts in full upon termination of the contract.

Article 19 (Cancellation of Application)

GTN may cancel a user's rental application due to unavoidable circumstances, such as damage or deterioration of the smartphone. In such cases, GTN will notify the user in accordance with the notification methods specified in Article 22.

Article 20 (Precautions for Return)

1. Users agree to the following conditions:
 - (1) Users must take care not to include any items other than the smartphone when returning it.
 - (2) If any non-smartphone items are included in the return package, GTN will store them for 10 days. After this period, GTN may dispose of them regardless of the reason.
 - (3) In the above case, GTN shall not be responsible for any compensation or liability, regardless of whether the included items belong to the user.
2. The software pre-installed on the smartphone is licensed for use within the scope of the smartphone rental. If any software was installed on the user's computer or other devices, the user must uninstall it before returning the smartphone.

Article 21 (Delays)

1. If a user fails to make payment within a certain period due to late or refused payment, GTN may use a third-party debt collection agency to recover all outstanding amounts. In such cases, the user shall bear all costs associated with the collection process, including commission fees and handling charges.
2. If the user fails to return the smartphone by the specified deadline, they must pay GTN a late fee equivalent to the purchase price of the smartphone, as separately designated by GTN.

Article 22 (Registration and Notifications)

1. When applying for this service, users must register the information required by GTN, including an email address, phone number, company name, and contact person's name (hereinafter referred to as "Registration Information"). Among these, the email address and phone number shall be collectively referred to as the "Registered Contact Information."
2. When necessary, GTN will send notifications to the user's Registered Contact Information or via other reasonable means. Unless GTN is at fault, the notification shall be deemed properly delivered to the user regardless of whether they actually receive it.
3. By agreeing to these Terms, users consent to receiving promotional emails and app push notifications regarding various services and campaigns from GTN. These notifications will be sent to the registered email address (including any updated email addresses). Any communication fees incurred from receiving emails or push notifications shall be borne by the user. If users do not wish to receive such notifications, they must follow the designated procedure to unsubscribe.
4. GTN shall not be responsible for any disadvantages or damages resulting from the user's failure to update their registered information.

Article 23 (Obligation to Notify)

1. If there is a change in the user's controlling interest, such as through a merger, corporate split, share exchange, share transfer, or a change in shareholders resulting in more than half of the voting rights being transferred, the user must notify GTN in writing in advance (or immediately afterward if prior notification is not possible due to unavoidable circumstances).

2. In addition to the above, if there are any changes to the registered information submitted at the time of application for this contract, the user must promptly notify GTN of the changes and their details.

Article 24 (Disclaimer of Liability)

1. GTN shall not be liable for any damages suffered by the user due to circumstances beyond its control, such as smartphone delivery delays, device malfunctions, service interruptions, natural disasters, or other unavoidable events. GTN's liability is limited to refunding the rental fee for the period during which the user was unable to use the service.
2. GTN shall not be responsible or liable for any bodily harm (including injury, death, or permanent disability) or property damage suffered by the user or third parties as a result of using the smartphone, its specifications, or manufacturing defects. However, this does not apply if the damage is due to GTN's failure to inspect or properly maintain the smartphone before rental.
3. GTN does not guarantee the continued availability of this service and may terminate part or all of the service by providing reasonable prior notice.
4. GTN guarantees only that the smartphone is in normal working condition at the time of delivery and makes no warranties regarding the accuracy or usefulness of any pre-installed data or the suitability of the smartphone for the user's intended purpose.
5. Regardless of the reason, except for rental fee refunds, GTN shall not compensate the user for any losses resulting from the inability to use the smartphone, including opportunity loss or damages incurred by third parties.
6. GTN shall not be responsible for any malfunctions caused by the following:
 - (1) User mishandling or improper use of the smartphone.
 - (2) Compatibility issues, settings, operations, or specifications of the user's own devices.
 - (3) Issues caused by third-party application providers.
 - (4) Any other malfunctions not attributable to GTN.

Article 25 (Loss of Benefit of Term)

In addition to the provisions set forth in Article 18, Paragraph 2, GTN may immediately terminate this contract without prior notice if the user falls under any of the following conditions, even after the contract has been established. Upon termination, the user shall lose the benefit of any payment deadlines and must fulfill all outstanding obligations to GTN immediately.

- (1) If the user violates any of the prohibited acts listed in Article 17.
- (2) If the user is subject to dishonored bills or checks, or if banking transactions are suspended.
- (3) If the user is subject to seizure, provisional seizure, provisional disposition, or other enforcement actions, or if corporate rehabilitation, bankruptcy, or civil rehabilitation proceedings are filed against or initiated by the user.
- (4) If the user is subject to a tax delinquency disposition.
- (5) If the user's financial condition significantly deteriorates in a manner similar to the above cases.
- (6) If it becomes evident that the user falls under Article 18, Paragraph 1, Item 5 (association with antisocial forces).

Article 26 (Amendments to These Terms)

1. GTN may amend these Terms if it deems it necessary, in accordance with the provisions of the Civil Code.

2. When GTN makes changes to these Terms under the previous paragraph, it will announce the details of the changes and the effective date on its website within a reasonable period before the changes take effect.

Article 27 (Service Suspension)

1. GTN may suspend this service under any of the following circumstances:
 - (1) For periodic or emergency maintenance and inspection of the service system.
 - (2) If the provision of this service is disrupted due to fire, power outages, earthquakes, or other emergencies.
 - (3) Any other cases where GTN deems it necessary.
2. GTN shall not be liable for any damages incurred by users due to service suspension.

Article 28 (Confidentiality Obligation)

1. Users must strictly store and manage any business, technical, or other confidential information disclosed by GTN in relation to this service, provided that such information is explicitly marked as confidential or should reasonably be considered confidential based on its nature (hereinafter referred to as "Confidential Information"). However, the following types of information shall not be considered Confidential Information:
 - (1) Information that was publicly known before disclosure.
 - (2) Information that became publicly known after disclosure without fault of the recipient.
 - (3) Information that the recipient already possessed prior to disclosure.
 - (4) Information lawfully obtained from a third party without any obligation of confidentiality.
 - (5) Information independently developed without reference to the disclosed information.
2. GTN may disclose Confidential Information to its officers and employees, including those of its affiliates (including parent companies), to the extent reasonably necessary for the performance or provision of this service (hereinafter referred to as "Related Parties"). GTN shall ensure that Related Parties are bound by confidentiality obligations equivalent to those outlined in this Article and shall be jointly responsible for any breach of these obligations by Related Parties. The same applies to disclosures made to certified professionals such as accountants, lawyers, and tax advisors who are legally bound by confidentiality obligations.
3. GTN shall not disclose or leak Confidential Information to third parties without the user's prior written consent. However, if disclosure is required by law or ordered by a legally authorized public authority, GTN may disclose the information to the extent necessary.

Article 29 (Personal Information)

1. The handling of personal information obtained from users through registration or use of this service shall be governed by GTN's Privacy Policy.
Privacy Policy:
<https://www.gtn.co.jp/privacy>
2. In providing this service, GTN may outsource part of its operations to external service providers within the scope reasonably necessary. In such cases, GTN may provide the external service providers with the user's name, address, mobile phone number, and email address to the extent required for the outsourced tasks. Additionally, users agree in advance that these external service providers may contact them as necessary within the scope of this service.
3. GTN may provide a user's personal information and service usage history to third parties if the user violates these Terms. Users agree to this in advance.
4. GTN may provide a user's personal information and service usage history to third parties to detect fraudulent applications. Users agree to this in advance.

Article 30 (Limitation of GTN's Liability)

If GTN causes damage to the user due to reasons attributable to GTN, GTN shall be liable only for direct and ordinary damages (excluding lost profits) incurred by the user, and only up to the amount of the rental fee for this service. However, this limitation shall not apply in cases of intentional misconduct or gross negligence by GTN.

Article 31 (Consultation)

If any matters not stipulated in these Terms arise, or if there is a dispute over interpretation, GTN and the user shall seek to resolve the issue through mutual consultation in good faith.

Article 32 (Governing Law and Jurisdiction)

These Terms shall be governed by the laws of Japan. In the event of a dispute regarding these Terms or this contract, the Tokyo District Court shall have exclusive jurisdiction as the court of first instance.