

## **Nikkei ID Privacy Policy**

This Privacy Policy sets forth the policy for handling the personal information we collect from each user (“User”) residing in the European Union as well as Iceland, Liechtenstein and Norway (collectively, the “EU, etc.”) and using various services including the information providing service provided by Nikkei Inc. (“Nikkei”) through Nikkei ID (the “Services”).

### **1. Purposes of Use of Personal Information**

Nikkei will use the personal information collected from User through the Services for the following purposes:

- (1) Provision of the Services by Nikkei and use of the Services by User
  - (i) Personal authentication on or after login when you use the Services as a registered User;
  - (ii) Automatic display of information registered by Users (the “Registration Information”) on various screens for browsing and/or correcting, or for confirmation of the usage status of the Services (the “Usage Status”);
  - (iii) Identification of Users who post content or create web pages;
  - (iv) Automatic display on the screen to input the Registration Information or other services to simplify the data input process by Users, or to transfer the Registration Information to other services in accordance with User’s instructions;
  - (v) Confirmation of acceptance of an application for e-mail distribution service and transmission of various mails;
  - (vi) Confirmation of registration to a paid service and delivery of the Services;
  - (vii) Confirmation of purchase and delivery of newspapers, magazines, books and other products;
  - (viii) Provision of various after-sales services;
  - (ix) Fee charging and payment for paid services and various products, and confirmation thereof;
  - (x) Sending information on continued subscription to the newspapers, magazines and other periodicals subscribed to by User;
  - (xi) Confirmation of applications for and sending tickets for events or seminars;
  - (xii) Sending a reward for cooperation with a questionnaire survey;
  - (xiii) Sending a prize for a competition in which User has participated;
  - (xiv) Forwarding requests for materials to the company that placed the relevant advertisement;
  - (xv) Responding to inquiries from User or making inquiries to User by Nikkei; or

(xvi) Settling matters with User when such User has violated the rules of the Services.

(2) Improvement of the Services; Enhancement of Customization and Convenience

- (i) Improvement of the contents of the Services and products, and development of new Services and products;
- (ii) Customization of the contents and advertisements for each User using the Services based on such User's Registration Information and Usage Status;
- (iii) Investigation and questionnaire surveys on the degree of satisfaction, etc. concerning the Services and products ordered by Users;
- (iv) Analysis of the Registration Information and Usage Status, extraction of questionnaire targets for analysis, and provision of analysis results to third parties to enhance the convenience of the contents and advertisements provided by such third parties for Users using the Services; and
- (v) Grasping the state of distribution of advertisements, measurement of advertisement effect and display of behavioral targeting advertising (certain webpages only).

In addition, no analysis result provided by Nikkei to a third party includes any information that can be used to identify a specific individual.

(3) Other Matters Ancillary to the Provision of the Services

Other matters ancillary to the provision of the Services by Nikkei to the extent necessary relating to the purposes (1) and (2) above.

(4) Provision to Partner Companies

- (i) Provision of personal information to Partner Companies (as provided for in the Nikkei ID Terms of Use) in accordance with Section 5. Disclosure of Personal Information;
- (ii) Provision of part of the Registration Information to an advertisement distributor (to be used for advertisement distribution services by such advertisement distributor; no such information includes any information that can be used to identify a specific individual).

(5) Provision of Information Related to Services and Products other than the Services

- (i) Sending information on periodicals, books, digital content, paid services and other services provided by Nikkei;
- (ii) Requesting participation in questionnaire surveys, events or seminars held by

Nikkei and reporting the results thereof; and

- (iii) Sending information and questionnaires from Nikkei or other companies or organizations, or sending advertisements of third parties, both of which are assumed to be beneficial to User.

(6) Other Purposes of Use

There may be cases in which personal information is used for a purpose not provided for above. In such event, Nikkei shall obtain User's agreement in advance.

In addition, personal information may be used as relevant to such personal information as is otherwise obtained and managed by Nikkei.

## **2. Acquisition of Personal Information**

Nikkei acquires information about Users in the following cases to the extent necessary for providing the Services. Please note that the following cases are examples only and some of them may not fall under personal information depending on the content thereof.

(1) When User registers personal information with the Services:

User is requested to disclose personal information including his/her "name, e-mail address, date of birth, gender, occupation" and others for registration to the Services:

- (i) When registration is required to use the Services;
- (ii) When registration is required to apply for events or seminars, cooperate with questionnaire surveys, or participate in prize competitions;
- (iii) When registration is required to make inquiries to Nikkei regarding the Services; and
- (iv) When the Partner Company provides Nikkei with personal information that such Partner Company obtained separately from the Services.

(2) When User uses the Services:

When User uses the Services after registration, Nikkei acquires the following information concerning the Usage Status as information that can identify such User:

- (i) Transaction history such as use of the Services and purchase of products;
- (ii) Status of registration to individual services;
- (iii) Status of application for events or seminars, cooperation with questionnaire

- surveys, and participation in prize competitions; and
- (iv) Remarks or entered content on the evaluation of User's participation in questionnaire surveys, use of a bulletin board, and evaluation of the Services.

Partner Company may provide Nikkei with a record of transactions or information concerning settlement of accounts between such Partner Company and User.

- (3) When User accesses the website that provides the Services:

When User accesses the website that provides the Services, Nikkei automatically collects information including User's browsing history, status and usage environment (including the operating system and browser type) from User's browser through the IP address, cookies or web beacons.

### **3. Handling Based on Consent and Right to Withdraw Consent**

User shall be deemed to have agreed to the handling of User's personal information when User indicates his/her consent to this Privacy Policy and Nikkei handles User's personal information based on such User's consent; provided, however, that User may withdraw his/her consent at any time. When the User is under the age of sixteen (16), Nikkei shall obtain his/her parent or guardian's consent regarding the User's use of the Services or the User shall obtain the permission of his/ her parent or guardian to give consent to the User's use of the Services.

### **4. Necessity of Providing Personal Information**

Personal information provided by User is necessary for Nikkei to provide the Services to User, and the Services may not be available to those Users who do not provide their personal information.

### **5. Disclosure of Personal Information**

- (1) Nikkei will neither disclose personal information to any third party without User's prior consent, except for the cases listed in the following paragraphs, nor sell or lend personal information to any third party in whatever the case;
- (2) When disclosure of personal information is required by the laws or regulations, a court judgment, decision or order, or by any public agency, personal information may be disclosed to a third party within the minimum scope necessary;
- (3) In the following cases where it is difficult to obtain the consent of User, personal information may be provided to a third party within the minimum scope necessary in relation to the use of the Services provided by Nikkei or the Partner Company:
  - (i) User is in violation of the laws, regulations or related rules and it is deemed

necessary to protect a third party's or Nikkei's rights, property and/or the Services; or

- (ii) It is urgently necessary since there is an imminent danger to the life, limb or property of a person.
- (4) When User applies for the purchase of the Services or products from, or applies for a prize competition held by, or applies for any other transactions with a Partner Company, Nikkei will provide User's personal information obtained by it to such Partner Company to the extent necessary in accordance with User's instructions. Personal information provided as set forth above shall be managed by the Partner Companies. In addition to the execution of said transactions, the Partner Companies will use such personal information to improve their business operations and the Services by providing information via e-mail or other means to User after said transaction and analyzing the Usage Status of the Services by User. Nikkei contractually obligates the Partner Companies to comply with the General Data Protection Regulation ("GDPR") and to handle personal information with consideration for User's privacy. Please contact the relevant Partner Company for the details regarding such Partner Company's handling of personal information.
- (5) Nikkei and each of the Nikkei Group companies will collaboratively use the personal information described in "2. Acquisition of Personal Information" within the scope of the purposes described in "1. Purpose of use of personal information".

## **6. Amendment of Personal Information**

- (1) Nikkei may ask for Users' cooperation to ensure the accuracy and up-to-date nature of User's personal information.
- (2) Concerning personal information, User may take procedures for: (i) confirmation; (ii) rectification, addition, deletion, and exercise of data portability right; (iii) suspension of use; and (iv) suspension of provision to the Partner Companies (collectively, "Confirmation, etc."). Please note that any requests made when User visits Nikkei or makes inquiries by e-mail about cases other than those cases that are designated in advance will not be accepted.
- (3) For requests concerning certain personal information in the possession of Nikkei that cannot be confirmed as above, please request Nikkei for Confirmation, etc. in accordance with the procedures established by Nikkei.
- (4) User has the right to raise an objection regarding the handling of personal information to the data protection authority of each country that has jurisdiction over the personal information related to such User.

## **7. Retention Period**

Nikkei will retain User's personal information as long as it is necessary for providing the Services to User and promptly delete the same as soon as it is no longer necessary.

#### **8. Transfer of Personal Information to Outside of the Region of EU, etc.**

Nikkei may transfer User's personal information to any country outside the region of EU, etc., including Japan, for the purposes of use listed above. There may be cases outside the region of the EU, etc. where the rights of data subjects which are protected in the GDPR are not recognized, but Nikkei assures Users that sufficient measures are secured to protect each User's personal information by concluding standard contract clauses based on the GDPR.

#### **9. For Inquiries**

Please contact the following section for inquiries from User him/herself regarding personal information under the laws and regulations:

Personal Data Protection Center (GDPR Task Force)

Legal Affairs Office

Nikkei Inc.

1-3-7 Otemachi, Chiyoda-ku, Tokyo 100-8066, Japan

privacy@nex.nikkei.co.jp

Telephone Number: +81-3-3270-0251 (switchboard)

#### **10. Security**

Nikkei is using the SSL (Secure Sockets Layer) system when inputting important information, such as credit card numbers, in order to prevent interception, interference or falsification of such information and to ensure the security of the Services.

#### **11. Others**

- (1) Nikkei may handle personal information in a manner differing from the above in accordance with the GDPR and other related laws and regulations.
- (2) Nikkei may modify all or part of this Privacy Policy. Nikkei will provide in clearly noticeable notification of any material modification on the website that provides the Services.

(Established on May 25, 2018)