

PRIVACY POLICY

The purpose of this Privacy Policy is to inform you on how the Company (referred to as “we,” “us,” or “our” as the context permits) will manage Personal Data, in adherence to the Data Privacy Act of 2012 and its Implementing Rules and Regulations (referred to as the “Act”).

This Privacy Policy applies to all Personal Data we are Processing when doing business with us, when providing contact information, or when you visit our Site and use the services available.

This Privacy Policy supplements but does not supersede or replace any other Consent you may have provided to us with respect to your Personal Data, and your Consent herein grants us authority to Process your Personal Data.

By providing us with your Personal Data, whether through the Site or otherwise, you Consent, agree, and accept that we, as well as our respective representatives and/or agents, may Process your Personal Data among ourselves and with others as described in this Privacy Policy.

DEFINITION OF TERMS

The following terms shall be used in this Privacy Policy:

- i. **“Company”** refers to Sojitz Fuso Philippines Corporation.
- ii. **“Cookie”** refers to a piece of information that our Site may send to your computer or device when you visit our Site.
- iii. **“Personal Data”** refers to all types of Personal Information, including sensitive and privileged information, contained in whatever shape or form.
- iv. **“Personal Information”** refers to any information, whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information or, when put together with other information would directly or indirectly identify as an individual.
- v. **“Consent”** refers to any freely given, specific, informed indication of will, whereby the data subject agrees to the collection and Processing of his or her Personal Data. Consent shall be evidenced by the Consent Form or other electronic/recorded means. It may also be given on behalf of a data subject by a lawful representative or an agent authorized by the data subject to do so.
- vi. **“Process”** refers to any operation or any set of operations performed upon Personal Data, including, but not limited to, the collection, recording, organization, storage, updating or modification, retrieval, consultation, use, consolidation, blocking erasure, or destruction of data. This likewise apply to the terms, “Processes”, “Processed” and “Processing.”
- vii. **“Site”** refers to our online presence, to wit:
 - a. Website: <https://fuso.com.ph/>
 - b. FaceBook account: <https://www.facebook.com/FusoPhilippines>
 - c. Instagram accounts: <https://www.instagram.com/fuso.ph/>
 - d. YouTube: <https://www.youtube.com/@FUSOPhilippines>
 - e. Tiktok: <https://www.tiktok.com/@fuso.ph>
 - f. Viber: <https://bit.ly/FUSOPH-Viber-Channel>

vii. “**Sojitz Group Companies**” refers to Sojitz Corporation (1-1, Uchisaiwaicho 2-chome, Chiyoda-ku, Tokyo 100-8691, Japan), which directly or indirectly owns the Company and other businesses and companies that fall under Sojitz Corporation.

PERSONAL DATA THAT WE PROCESS

We collect the following Personal Data:

1. Name;
2. Addresses;
3. Email addresses;
4. Telephone number;
5. Marital Status;
6. Employment;
7. Income and its sources; and
8. Other details.

USE OF PERSONAL DATA

We use your relevant Personal Data for the following applicable purposes:

- (a) To perform and enforce any contractual obligation under a contract with us, if applicable;
- (b) To provide and, if applicable, personalize our services;
- (c) To deal with your inquiries and requests;
- (d) To comply with legal or regulatory obligations to which we are subject, including, but not limited to, use in connection with legal claims, compliance, and investigative purposes, and cooperate with regulators and law enforcement bodies;
- (e) To protect our rights and interests as well as the rights and interests of our users and any other person;
- (f) To contact you with marketing and offers relating to products and services offered by us and/or other members of Sojitz Group Companies based on statutory provisions or your Consent as required by applicable law;
- (g) To personalize the marketing messages we send you to make them more relevant and interesting, if applicable; and
- (h) To improve and/or develop the product and services to better cater to your needs.

DISCLOSURE AND SHARING

We may share your Personal Data for the abovementioned purposes with the following third parties under the following circumstances, in each case always only in accordance with applicable laws:

- ***Our group companies.*** We may share your Personal Data with Sojitz Group Companies for marketing, legal compliance, and other purposes. A list of our current Sojitz Group Companies with whom Personal Data may be shared and their locations is available in the following hyperlinks:

<https://www.sojitz.com/en/corporate/network/> (with respect to our entities constituting our operating bases)

<https://www.sojitz.com/en/corporate/group/> (with respect to our entities constituting our major group companies)

- ***Service providers and business partners.*** We may share your Personal Data with our service providers and business partners performing marketing services and other business operations. For example, we may partner with other companies to Process secure payments, fulfil orders, optimize our services, send newsletters and marketing emails, support email and messaging services, and analyze website hosting, support, and maintenance information.

- **Law enforcement agency, court, regulator, government authority, or third party.** We may share your Personal Data with these parties where we believe this is necessary to comply with a legal or regulatory obligation or otherwise to protect our rights or the rights of any third party.
- **Asset purchasers and advisors.** We may share your Personal Data (subject to applicable laws) with our advisers, any prospective purchasers and their advisers. We will pass such Personal Data to the new owner that purchases, or to which we transfer, all or substantial part of our assets and business. Should such a sale or transfer occur, we will use reasonable efforts to try to ensure that the entity to which we transfer your Personal Data uses it in a manner that is consistent with this Policy.

Because we operate business globally, the recipients referred to above may be located outside the jurisdiction in which you are located (or in which we provide the services).

INTERNATIONAL DATA TRANSFER

Your Personal Data may be transferred to and Processed for purposes stated above in a country that does not have an adequate level of protection for Personal Data compared with your country.

We have and shall put in place appropriate safeguards (such as execution of a non-disclosure agreement) in accordance with applicable legal requirements to ensure that your Personal Data is adequately protected. For more information on the appropriate safeguards, please contact us at the details below.

DATA RETENTION

Your Personal Data will be retained for as long as it is necessary to fulfil the purpose for which it is Processed, for business or legal purposes, or in accordance with applicable laws.

Should you choose to unsubscribe from our mailing list, please note that your Personal Data may still be retained on our database to the extent permitted by law.

YOUR RIGHTS OVER YOUR PERSONAL DATA

You have certain rights regarding your Personal Data, subject to the Act. The rights under the Act as of the date of this Privacy Policy are the right to:

- be informed;
- object;
- access;
- rectification, erasure, or blocking; or
- damages.

These rights may be limited in some situations – for example, where we can demonstrate that we have a legal requirement to Process your Personal Data. In some instances, this may mean that we can retain your Personal Data even if you withdraw your Consent.

We encourage you to contact us to update or correct your Personal Data if it changes or if the Personal Data we hold about you is inaccurate.

DATA SECURITY

We take reasonable care to keep your Personal Data secure. We employ relevant and appropriate organizational, physical, and technical security measures in order to protect your Personal Data. However, we do not provide any warranty as to the full and absolute security of the Site and, subject to applicable laws, do not accept any liability for damages of any kind resulting from the access or use of the Site and its contents.

If you believe that your interaction with us is no longer secure, please immediately contact our Data Protection Officer, whose contact details can be seen in the Disclaimer below.

FORWARD-LOOKING INFORMATION

Nothing on the Site is created to solicit you to invest whether on us, Sojitz Group Companies or any other entities. The final decision and responsibility with respect to investments rests solely on you. Furthermore, statements made on the Site with respect to our plans, industry forecasts, etc. that are not historical facts are forward-looking statements based on our assumptions and beliefs at the time of disclosure. We caution several important risks and uncertainties could cause actual results to differ materially from those discussed in the forward-looking statements, and therefore, you should not place undue reliance on the information presented on the Site. We disclaim any obligation to update or revise any forward-looking statements, whether as a result of new information, future events, changes in assumptions or otherwise.

CLICKSTREAM DATA AND COOKIE

Each time you visit, our Site collects clickstream data, such as the type of browser and system you are using; the address of the site you came from, as well as the site you move to after your visit.

We may collect this information for statistical purposes to find out how our Site is used and navigated, including the number of sessions and others. We may use this information to evaluate and improve our Site performance.

Cookies help us recognize you when you re-visit our Site and to store form data. With most internet browsers, you can erase Cookies from your computer hard drive, block all Cookies, or receive a warning before a Cookie is stored. If you want to do this, refer to your browser instructions or help section to learn more.

We also allow third-party service providers including, but not limited to Facebook and Google for remarketing activities online. This means that we and third-party vendors use first-party Cookies and third-party Cookies to display advertisements on websites across the internet. This targeting is based on your previous visits to the Site. This practice is commonly referred to as “internet-based advertising”. You can opt out of Google’s use of Cookies by visiting Google’s Ads Preferences Manager.

SITE CONTROL

We value communications with you and will not delete your postings unless found necessary. We may however, delete posted information or content or block access to the Site and take other necessary measures without any prior notice to you if you make any posting that includes expressions of the following nature:

- Content that is intended to cause or induces the commission of crimes;
- Content that infringes on copyright, trademark, or other rights of ours or third-parties;
- Content pertaining to the privacy of third-parties;
- Content that violates laws, regulations, or public order and morals;
- Content that insults any specific individual, including us, corporations, countries, or communities;
- Content that insults any product or service of ours or third-parties;
- Content that introduces or advertises your own product, store, or company, or other commercial content;
- Inappropriate content that contains obscene expressions or other similar offensive material;
- Content that causes or may cause any disadvantage or damage to us or third-parties; or
- Any other content deemed inappropriate by us in its sole discretion

When using the Site, you must not post any of the contents listed above. We assume no responsibility for any damage suffered by you or any third-parties as a result of your posting of any of the above listed contents.

PROHIBITIONS

You are prohibited from engaging in any of the following acts when using the Site. In the event that you are engaged in any of the prohibited matters listed below, we may take the necessary measures, including, but not limited to, deleting posts/comments, blocking or deleting accounts, or the blocking of transmitting messages:

- Impersonating any third-party or misrepresenting to be a representative of ours;
- Political activities, political campaigning, or religious activities;
- Posting, transmitting, recommending, or suggesting any link to or actual harmful computer programs or other form of malicious or harmful software;
- Reproducing, selling, publishing, or otherwise using the information obtained through the Site beyond the scope of private use;
- Interfering with the operation of the Site, or acting in a way that causes, or may cause, any disadvantage or damage to a third-party, including us;
- Spamming;
- Obstructing other users' use or access to the Site;
- Attempting to gain unauthorized access to the Site through password mining, hacking, phishing, or other similar means;
- Uploading or otherwise transmitting, in any form, any content that you do not have the authority to release according to relevant laws or through a fiduciary or contractual relationship; and
- Other acts deemed equivalent to the foregoing by us

Any violation above resulting to damages to the Company and or FUSO may be used against you before any court or tribunal.

LINKS TO THIRD-PARTY WEBSITES

Our Site and services may contain links to third-party websites and applications. Any access to, and use of such third-party websites and applications is not governed by this Privacy Policy but by the privacy notices of those third parties. Any access to such third-party websites and applications is, therefore, entirely at your own risk. We are not responsible for the information practices of such third-party websites or applications.

CHANGES TO THIS PRIVACY POLICY

We reserve the right to make any changes and/or corrections to this Privacy Policy. Any changes we make to this Privacy Policy in the future will be posted on the Site. Please check back frequently for any updates or changes to this Privacy Policy.

DISCLAIMER

Every effort has been made to ensure that the information on this Site is correct and up to date. However we do not provide any warranty as to the completeness or accuracy of the information and, subject to applicable laws, do not accept any liability for damages of any kind resulting from the access or use of the Site and its contents.

We reserve the right, at our discretion at anytime, and without prior notice, to change the information and any written or visual content of the Site, discontinue or change models, features, specifications, designs, and prices of the FUSO products referred to in the Site without incurring liability for any errors in the printing error or inaccuracy in any way. Always consult your FUSO dealer for the latest information on models, specifications, features, prices, options and availability.

In addition, we reserve the right to change information such as product information, news, promotions, photographs, and similar items, displayed on the Site without advance notice required.

You undertake to review the Privacy Policy and Disclaimer on the Site periodically and acknowledges that the use of the Site after any such amendment(s) to the aforementioned Policy and Disclaimer on the Site signifies acceptance thereof.

ACCEPTABLE USE

This is a corporate Site and no other use is permitted. The Site may only be used for lawful purposes. You are prohibited from violating or attempting to violate the security of the Site or using it to obtain unauthorized access to applications. You may not send unsolicited e-mail messages ("spam") to or through the Site or otherwise harass the Site owner or other users. We reserve the right to refuse to deal with anyone, who violates the rules of the Site.

COPYRIGHT

All information on the Site is protected by copyright and other intellectual property rights held or managed by the Company. All text, images, graphics, animation, videos, music, sounds and other materials on this site are subject to the copyrights and other intellectual property rights of the Company. These materials may not be copied for commercial use or distribution, nor may these materials be modified or re-posted to other sites without prior written approval from us.

TRADEMARK

All trademarks displayed on the Site are subject to the trademark rights of the Company. The unauthorized use of any trademark displayed on the Site is strictly prohibited.

If you have questions or comments about this Privacy Policy and Disclaimer, you may contact us at **02-8292-0538** or through our Data Protection Officer at **dpo@fuso.com.ph**.

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