

## **Terms of Service for Online Advertising**

The advertiser (hereinafter, "Advertiser") shall agree to these Terms of Service for Online Advertising (hereinafter, these "Terms") for any order it places with ADK Holdings Inc. or its related company or companies (as defined in Article 8.8 of the Regulation on Terminology, Forms, and Preparation Methods of Financial Statements.) (hereinafter, collectively, "ADK") for the placement and management of online advertisements and other ancillary services (hereinafter, collectively, the "Services").

These Terms shall take precedence over any other written contracts between Advertiser and ADK; provided, however, if there is a separate agreement in writing between Advertiser and ADK that individually excludes the application of these Terms, such written agreement shall take precedence over these Terms.

These Terms shall be subject to change without notice in accordance with revisions to Publishers' Terms of Service.

### **1. Placing an order for online advertisements**

(1) Orders for Services shall be placed in accordance with the schedule that shall be presented separately by ADK in advance. It is possible that an order not placed in accordance with such schedule will not be accepted or executed.

(2) ADK will not respond to requests to execute Services outside of ADK's business hours (which are between 9:30 and 17:45 JST on official working days), unless otherwise agreed on the price and other conditions for such Services.

(3) Advertiser shall place an order for Services in accordance with the process designated by ADK as agreed between Advertiser and ADK.

(4) ADK will not accept any cancellation made for the convenience of Advertiser.

(5) Advertiser warrants to ADK that all ad materials (including titles, descriptions, designs, keywords, images, etc.; hereinafter the same shall apply) and links provided by Advertiser to ADK do not infringe any rights of third parties including portrait rights, copyrights, industrial property rights, publicity rights, and privacy rights, and do not conflict with any related laws and regulations. ADK shall not bear any liability whatsoever for any non-performance by ADK or for any claim or action brought by a third person, etc. as a result of a breach of such warranty, and Advertiser agrees that it shall resolve the same at its own responsibility and expense.

(6) For the placing or confirmation of an order for Services, ADK may grant Advertiser the right to use, in a specified manner, programs, tools, systems, websites, etc. requiring a login, that are held by a Publisher, other third party or ADK (hereinafter, collectively, "Programs, etc."). Together with the compliance with such manner, Advertiser shall appropriately use and manage all information (IDs, passwords, etc.) related to the Programs, etc.

(7) If an order for Services is placed by ADK with a Publisher using Advertiser's ID, it shall be treated as an order placed with such Publisher by a person authorized to place orders for Advertiser.

(8) Advertiser represents and warrants that it is not or will not be in the future an Organized Crime Group; that it is not under the control or influence of an Organized Crime Group; that none of its major shareholders or its executive officers are a member of an Organized Crime Group; and that it complies with each prefecture's ordinances concerning the elimination of Organized Crime Groups. If Advertiser breaches any such representation or warranty, then ADK may cancel every contract it has executed with Advertiser without giving any prior notice.

(9) Based on the premise that online advertisements may have risk related to Viewability, Ad Fraud, Brand Safety, etc., ADK shall endeavor to propose to Advertiser means to mitigate risk such as an advertisement placement on a Private Market Place, an advertisement placement based on a certain list in accordance with Advertiser's needs. ADK shall also endeavor to comply with the guidelines of the Japan Interactive Advertising Association (hereinafter, "JIAA") with respect to efforts to exclude Invalid Traffic, including Ad Fraud and efforts to ensure quality of sites to place advertisements in terms of Brand Safety.

## **2. Matters concerning the placement of advertisements**

(1) As per 1. (9) above, ADK shall endeavor to comply with JIAA's guidelines (including the Guidelines to Ensure Quality of Advertisement Traffic (Invalid Traffic Prevention Guidelines) and the Guidelines to Ensure Quality of Sites to Place Advertisements (Brand Safety Guidelines)).

(2) Upon placing online advertisements, these Terms shall take precedence over the Publishers' Terms of Service. Matters not stipulated in these Terms shall be governed by the said Publishers' Terms of Service. Such Publishers' Terms of Service shall be subject to change without notice.

(3) In particular, matters concerning the placement of Performance-based Advertisements shall be as follows.

i. ADK may not arrange placement of advertisements so that Advertiser's advertisements do not appear on the same web page at the same time with the advertisement posted by Advertiser's competitor or the same Advertiser.

ii. The amount stated in a placement order form shall be treated as the maximum budget amount. No guarantee is given to spend the budget amount in full.

iii. At the relevant Publisher's discretion, an adjustment of monies may be made (resulting from, for example, a refund) at the end of the advertisement placement period.

iv. Due to the nature of bidding-type advertisements, no warranty is made as to placement start date/time, placement period, delivery volume, number of impressions, advertising effectiveness (such as the number of clicks, and conversion rate), advertising efficiency (such as cost-per-click and cost-per-action), and ad position, etc. The completion report mentioned in vi. below shall not include any screenshots of placements.

v. Depending on circumstances of bidding and the like, there may be occasions where placement of the Advertisement is suspended while being delivered.

vi. If Advertiser receives a report in the form presented in advance by ADK to Advertiser (only if a separate agreement is reached between Advertiser and ADK to the effect that ADK is to produce such a report), or a completion report from ADK, then Advertiser shall review the aforementioned report and confirm that the relevant Services have been completed. If ADK does not receive a notice from Advertiser within three (3) business days of its submission or reporting, then the Services shall be deemed to have been completed.

(4) In particular, matters concerning the placement of Affiliate Advertisements shall be as follows.

i. No guarantee is given that the conversion will be acquired by the placement of the Advertisement.

ii. Advertiser cannot specify any ad position in which the Advertisement is to be posted.

iii. ADK has no involvement in the links, text, etc. on the site of an Affiliate Site Operator. ADK therefore bears no liability whatsoever for such links, text, etc.

iv. Orders once confirmed by Advertiser to be approved or rejected cannot be changed. Accordingly, in the event that Advertiser chose "approval for all" as the approval condition, Advertiser shall be invoiced for all conversions.

vi. The amount written on the invoice shall be the amount to be paid by Advertiser. The amount in Advertiser's insertion order is an approximate estimate, and shall not necessarily match the amount written on the invoice.

### **3. Disclaimers**

Advertiser consents to the following matters in advance regarding its commissioning of ADK to perform the Services.

(1) ADK shall not be liable for any inability to perform the Services in full or in part for reasons not attributable to ADK (including circumstances relating to the Publisher), such as power failure, accident affecting a communication line, a force majeure, such as natural disasters, non-performance of telecommunications carriers, a system malfunction with a server or other internet infrastructure, clicks unintended by a user, clicks caused by malicious software, or an emergency maintenance event.

(2) In the event of any delay by Advertiser in providing any material or information necessary for the placement of the Advertisement, ADK shall not be liable for any inability to place an Advertisement by the agreed placement start date or time.

(3) ADK shall be liable to compensate any loss and damage caused to Advertiser in connection with the performance of the Services only if the same is caused intentionally or through gross negligence by ADK. The extent of such compensation shall be limited to direct and ordinary damages actually incurred, and in no event shall ADK be liable for lost earnings or loss of business opportunities, or loss and damage arising from reputational damage or any other special circumstances.

(4) In the event that ADK is liable to Advertiser under the preceding clause, the total amount of compensation by ADK shall not exceed the amount corresponding to the prices of the Services as set out in each of the advertisement menu applicable to the Services that gave rise to the loss and damage.

(5) Notwithstanding the preceding clause, in the event that the prices for the Services are determined based on the length of the advertising placement period, the total amount of compensation by ADK shall not exceed the amount corresponding to the prices of the Services (which is calculated on a daily pro rata basis), as set out in each of the relevant advertisement menu for those days of the advertising placement period on which the placement was defective due to the acts of ADK that gave rise to the loss and damage.

#### **4. Governing Law and Jurisdiction**

These Terms shall be governed by Japanese law, and any dispute arising from or in connection with these Terms shall be submitted to the exclusive jurisdiction of the Tokyo District Courts in the first instance.

#### **Definition of terms**

The terms used in this Agreement shall have the following meanings.

- i. "Performance-based Advertisements" means an advertisement method that automatically or instantly supports advertisement optimization with a platform utilizing ad technology, and in addition to paid search ads (listing advertisement), they include advertisements using paid social media, ad exchange, SSP, DSP, and some ad networks. They do not include editorial ads.
- ii. "Affiliate Advertisements" means advertisements that utilize the mechanism of paying remuneration (fixed-amount or fixed-rate remuneration) to an operator of website when a link to a site designated by Advertiser is made on a website or Apps and so forth, and conversion (membership registration, purchase of goods, request for information materials etc.) takes place on that site.
- iii. "Affiliate Site Operator" means a person who operates an affiliate site that is registered with an affiliate program operated by an Affiliate Service Provider.
- iv. "Affiliate Service Provider" means a business operator that delivers advertisements to affiliate sites.
- v. "Publishers" means business operators that own or operate media such as websites, Apps and so forth and sell ad space/inventories provided therein to Advertiser, and they include Affiliate Service Providers and Affiliate Site Operators.
- vi. "Advertisement" means the advertisement for which Advertiser places an order with ADK for the Service.
- vii. "User" means a person who uses a website or Apps through the Internet or other communication means regardless of the type of terminal device used.
- viii. "Publishers' Terms of Service" means guidelines, advertising policies and any rules incidental to them for ad placement or operation stipulated by Publishers.
- ix. "Organized Crime Group" means organized crime group, quasi-member of an organized crime group, or an organized crime group-associated company, or a corporate extortionist (*sokaiya*), or a rogue person or group proclaiming itself to be a social activist (*shakai undo hyobo goro*), or an organized special intellectual crime group (*tokushu chinou boryoku dan*), or any other person similar to any of the above.

x. "Viewability" means visibility of advertisements which means a ratio of the number of impressions that are actually viewable by Users (viewable impressions) to the number of advertisements placed.

xi. "Ad Fraud" means malicious methods to gain impressions and clicks to fraudulently earn advertising revenue by using an automation program (bot) or creating a large number of spam contents.

xii. "Brand Safety" means the safety of Advertiser's brand ensured by assuring quality of sites to place advertisements.

xiii. "Private Market Place" means a closed advertisement market that is exclusive for Publishers and Advertisers. Advertisers have benefits to secure premium ad space/inventories without damaging its brand image, while Publishers guarantee unit price stability for ad space/inventories.

xiv. "Invalid Traffic" means traffic that should not be included in measurements of advertisement results in terms of quality of advertisement delivery, including non-malicious traffic by programs such as search engines' crawlers and unauthorized malicious traffic that artificially generates impressions and/or clicks.

\* These Terms have been prepared on a corresponding basis to the Online Advertising Terms of Service of the Japan Advertising Agencies Association (JAAA).

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