Terms of Service on Online Advertising

Dentsu Group Inc. and/or its affiliates in Japan (hereinafter individually or collectively "Dentsu Group") provides the Services (defined below) to advertiser subject to this Terms of Service on Online Advertising (this "Terms of Service").
When advertiser (hereinafter "Advertiser") desires to entrust Dentsu Group with placement and operation of its online advertisements, Advertiser shall accept and agree to be bound by this Terms of Services and place insertion orders for the placement and operation of online advertisements and other accompanying services (hereinafter collectively referred to as the "Service").

In principle, this Terms of Service shall be applied to all the individual contracts pertaining to the Service between Advertiser and Dentsu Group. This Terms of Service shall be applied in preference to other agreements concluded between Advertiser and Dentsu Group. However, if there is a separate written agreement between Advertiser and Dentsu Group individually excluding the application of this Terms of Service, such written agreement shall be applied over this Terms of Services.

This Terms of Service may be changed in accordance with revisions to Publishers' Terms of Service (hereafter defined in the "Definition" clause).

1. When placing an insertion order for online advertisements

(1) Insertion orders for the Service shall be made in accordance with the schedule that shall be presented separately by Dentsu Group in advance. Dentsu Group makes no guarantee that any insertion orders that are not in accordance with such schedule will be accepted or fulfilled.

(2) Dentsu Group will not be able to respond to requests for executing the Service on holidays or otherwise outside of Dentsu Group's business hours.

(3) Advertiser shall place an insertion order for the Service by delivering to Dentsu Group an order form designated by Dentsu Group with Advertiser's name and seal affixed thereto, or by sending an order form via a system specified by Dentsu Group.

(4) Any cancellation made for the convenience of Advertiser shall require Advertiser to pay the full amount written on the insertion order regardless of the cancellation date.

(5) Advertiser shall guarantee that all the ad materials and links that Advertiser provides to Dentsu Group (including titles, descriptions, designs, keywords, images, etc.; hereinafter the same) shall not infringe upon any rights of third parties including copyrights, industrial property rights, publicity rights, and privacy rights, and not conflict with any related laws and regulations.

(6) In connection with the ordering or confirmation of the Service, Dentsu Group may, when it agrees to upon Advertiser's request, grant Advertiser the right to use in a defined manner programs, tools, systems, websites, etc. requiring a login held by Publishers (hereafter defined in the "Definition" clause) or other third parties or Dentsu Group (hereinafter the "Program etc."). Advertiser shall appropriately use and manage all information (IDs, passwords, etc.) related to the Program etc.

(7) Any insertion order placed for the Service via the system specified by Dentsu Group by using Advertiser's ID shall be regarded and handled as an insertion order by a person who has the authority to place the insertion order at Advertiser.

(8) Advertiser shall represent and warrant that it is not an Organized Crime Group (hereafter defined in the "Definition" clause) or the like at present and shall not be in the future, is not under the control or influence of an Organized Crime Group, its own shareholders or executive officers are not a member of an Organized Crime Group, and it complies with the ordinances established by each prefecture concerning the exclusion of Organized Crime Groups.

(9) Based on the assumption that online advertisements pose potential risks related to viewability, fraud, brand safety, etc., Dentsu Group will make efforts to propose to Advertiser risk-reducing methods, such as the placement of advertisements in a Private Market Place or advertisement placement based on a certain list, depending on Advertiser's needs. For the avoidance of doubt,

Dentsu Group will make efforts to comply with the relevant guidelines publicized by the Japan Interactive Advertising Association (hereinafter "JIAA") in relation to the quality assurance of the media on which advertisements will be placed and the quality assurance of the advertising traffic.

(10) In connection with the placement of advertisements, a list designed to exclude the delivery of advertisements to content that is contrary to public order and morals or otherwise highly likely to damage the Advertiser's brand (hereinafter referred to as the "List") shall be applied. The Advertiser may review the List as necessary and may request changes to the List. If the Advertiser does not request any specific destinations to be excluded from ad delivery at the time of placing an order, the List prepared by the Dentsu Group shall be applied, and the Dentsu Group shall control the destinations of ad delivery with the Advertiser's consent.

2. Matters concerning posting of advertisements (procuring and placing)

(1) As stated above, Dentsu Group will make efforts to comply with the JIAA's guidelines in relation to the quality assurance of the media on which advertisements will be placed and the quality assurance of the advertising traffic. In addition, as for placement of online advertisements, the Publishers' Terms of Service shall also be applied. Note that such Publisher's Terms of Service is subject to change without notice.

(2) In particular, matters concerning the placement of Performance-based Advertisements (hereafter defined in the "Definition" clause) shall be as follows.

i. Dentsu Group cannot accept any request for adjustments to avoid Advertiser's ads be placed on the web page which places the advertisements of Advertiser's competitor at the same timing.

ii. The amount stated in the insertion order shall mean the maximum budget amount. It is not guaranteed to consume the same amount as the amount written in the insertion order.

iii. Due to the nature of the bidding-type advertisements, no warranty is made with regards to the placement start date/time, posting period, number of impressions, effect of advertisement (the number of clicks and conversions, etc.), advertising efficiency (cost-per-click and cost-per-action etc.) and ad position or ad space, etc.

iv. Depending on the bidding circumstances etc., the placement of the Advertisement (hereafter defined in the "Definition" clause) may be suspended while it is being delivered.

v. Upon receipt of the deliverables and a completion report of the Service from Dentsu Group, Advertiser shall review them and confirm the Service has been completed. If Dentsu Group does not receive any objection with cause from Advertiser within three (3) days of making a submission of the completion report of the Service, it shall be deemed that the Service has been completed.

vi. Due to the nature of bidding-type media, it is not possible to select, in advance, the operators of the media on which advertisements will be placed, in principle.

(3) In particular, matters concerning the placement of Affiliate Advertisements (hereafter defined in the "Definition" clause) shall be as follows.

i. There is no guarantee that conversions will be acquired by placing the Advertisement.

ii. It is not possible to specify the ad position in which the Advertisement is placed.

iii. Dentsu Group shall not be responsible for links, texts, etc. of Affiliate Site Operators' web sites.

iv. Insertion orders that have confirmed Advertiser approved or refused cannot be changed. In the event that the approval condition set in advance for an insertion order made by a User (hereafter defined in the "Definition" clause) is "approval for all," Advertisers shall be charged for all the conversion regardless of the reason therefor.

v. The amount written in an insertion order is preliminary estimate and Advertiser shall pay the amount billed on the invoice.

vi. If an Affiliate Site Operator is operating a ranking website and if it is found that the ranking on the ranking website has no reasonable grounds, Dentsu Group will not allow Advertiser's products or services to be placed in the ranking on the ranking website.

3. Disclaimer and Limitation of Liability

(1) Dentsu Group shall not be held liable for failure to perform all or part of the service due to reasons which shall not be attributable to Dentsu Group including but not limited to power failure, accident with a communication line, force majeure such as natural disasters, non-performance of telecommunications carriers, system malfunction with internet infrastructure or other services and systems, clicks that user did not intended to make, clicks caused by malicious software or occurrence of emergency maintenance.

(2) Dentsu Group shall take no responsibility for not being able to place the advertisement by the agreed publication start date and time in the event that the provision by advertiser of material or information necessary for placing the advertisement is delayed.

(3) To the extent permitted by law, the total liability of Dentsu Group, for any claims in connection with the performance of the Service, including for any implied warranties, is limited to the amount written in the insertion order for the relevant advertisement. Provided that, the total liability of Dentsu Group in relation to the advertisement serving by way of the controlled system (such as third-party ad-serving or automated-controlling system through API) shall be limited to the amount of the usage fee of the system, if the cause is attributable to the error or deficiency of the system

(4) Dentsu Group, and its officers, employees, agents, partners and licensors shall not be liable to Advertiser for any punitive, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, data, reputational damage or other intangible losses (even if Dentsu Group has been advised of the possibility of such damages), resulting from: (a) the use or the inability to use the Service; (b) the cost of procurement of substitute goods and services; or (c) any other matter relating to the service.

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, they include advertisements using paid social, 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) 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 insertion order with Dentsu Group 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.

End of Document

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