

Special Terms of Use of Site Access Data, etc.

These Special Terms provide special arrangements on the use of data obtained via tags originating from original systems, tools, or platforms developed by Dentsu (including advertisement evaluation logs) as stipulated under the “Terms of Data Use” and shall apply as part of the “Terms of Data Use.” However, if Advertiser and Dentsu separately agree in writing to exclude the application of these Special Terms, the written agreement shall prevail over these Terms of Use.

1. Data retention period and monthly limit of acquired data

- (1) In the case of the Site Access Data, the data acquired during the last 2 years shall be retained, and in the case of the data concerning the measurement logs for digital advertisements (including advertisement evaluation logs, distribution settings, distribution results, and other information on distribution of advertisements), the data acquired during the last 6 months shall be retained. Dentsu may delete any data for which the retention period defined above expires, without giving prior notice to Advertiser.
- (2) The monthly maximum limit of the Site Access Data acquired through Advertiser shall be 100 million records. If the number of records sent from Advertiser exceeds the maximum limit, Dentsu may suspend the acquisition or accumulation of information, without giving prior notice to Advertiser. However, this clause shall not apply if Dentsu and Advertiser otherwise agree. In addition, this clause shall apply only to the site access logs, and shall not apply to the measurement logs of digital advertisements.

2. Information given to users about the acquired data

Advertiser shall make efforts, to the extent practically possible, for taking measures to ensure that the users will be informed of the acquisition of the Site Access Data, such as adding to the website maintained by Advertiser a link to the following webpage explaining Dentsu’s treatment of informative data.

[Treatment of informative data]

https://www.dentsu.com/termsfuse/data_policy.html

Dentsu will not retain data that is subject to the EU General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). Therefore when Dentsu acquires site access and advertisement evaluation log data, it does not obtain data that allows it to identify residents living in member states of the European Union; other countries within the region encompassed by the European Union, including Iceland, Liechtenstein, and Norway; or the United States of America (However, this

is limited to data through which identification would be possible based on IP addresses).

3. Measures taken upon an occurrence of failure

- (1) If Dentsu becomes unable to provide the Service due to an occurrence of failure in the Service, Dentsu shall inform Advertiser as soon as possible.
- (2) Dentsu shall make efforts, to the reasonable extent, to ensure that failure recovery will be completed as quickly as possible.

4. No warranty

Advertiser agrees and acknowledges that Dentsu does not warrant that:

- (1) The Service will function without failure;
- (2) The information collected through the Service is accurate or complete, or suits a particular purpose,

Definition of terms

For the purpose of these Special Terms, “Service” means the service through which the Site Access Data acquired via websites maintained by Advertisers or tags established at the time of advertisement distribution will be accumulated in a condition that the Site Access Data can be used for posting, management, etc., of Internet advertisements and other incidental services.

Any other terms used in these Special Terms shall have the meanings defined in the “Terms of Data Use.”

End of Document

Effective from April 1, 2020