

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.co.jp/en/termsfuse/data_policy.html

In order to ensure that Dentsu does not acquire data which may be subject to the foreign data privacy laws and regulations including General Data Protection Regulation (GDPR), Dentsu acquires only data which can be identified as having been accessed from Japan when acquiring the Site Access Data and advertisement evaluation logs, to the extent identifiable 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 22, 2019

Revised on April 1, 2020

Revised on January 26, 2022