

## Terms of Data Use

When advertiser (hereinafter “Advertiser”) desires to entrust Dentsu Group Inc. and/or its affiliates in Japan (hereinafter, individually or collectively “Dentsu Group”) with the placement and operation of its online advertisements, Advertiser shall accept and agree to be bound by these Terms of Data Use and place insertion orders for the placement and operation of online advertisements and other accompanying services (hereinafter collectively referred to as the “Service”).

These Terms of Data Use shall be applied in preference to other agreements pertaining to the Service between Advertiser and Dentsu Group. However, if there is a separate written agreement between Advertiser and Dentsu Group individually excluding the application of these Terms of Data Use, such written agreement shall be applied over these Terms of Data Use.

### 1. Scope of data use

- (1) Dentsu Group shall use the data provided by Advertiser for the purposes of the distribution of advertisements, verification of effects, analyses, etc.
- (2) Only for the purpose described above, Advertiser grants Dentsu Group the right to use the data possessed by Advertiser and that pertains to Advertiser’s customers (hereinafter referred to as the “Data”). The right granted to Dentsu Group shall be non-assignable and non-exclusive.
- (3) To the extent permitted by Advertiser, Dentsu Group shall measure the Site Access Data on sites and applications owned by Advertiser.
- (4) The Site Access Data (including advertisement evaluation logs) acquired by Dentsu Group via tags originating from original systems, tools, or platforms developed by Dentsu Group or other information technology with similar functions shall be treated in accordance with the “Special Terms of Use of Site Access Data, etc.,” established separately.
- (5) Unless Advertiser’s consent is obtained, Dentsu Group shall not copy, process, alter, edit, or provide or disclose to a third party, the whole or part of the Data, beyond the scope necessary to achieve the purpose described above.
- (6) Dentsu Group shall handle the Data in the same manner as it handles personal information, shall strictly control the Data and shall take reasonable safety measures from technological and organizational aspects, against the risks of unauthorized access, or the loss, damage, falsification, leakage, etc., of the Data.
- (7) When Advertiser issues to Dentsu Group an order for posting, management, etc., of Internet advertisements as part of the Service, the “Terms of Service on Online Advertising” attached hereto as the Appendix shall apply, and if there is any inconsistency between these Terms of Data Use and the Terms of Service on Online Advertising, the provisions of the Terms of

Service on Online Advertising shall prevail.

## **2. Personal information**

- (1) The data to be delivered from Advertiser to Dentsu Group shall not contain any information that is able to identify specific individuals.
- (2) Dentsu Group shall not use the Data to identify specific individuals.

## **3. Subcontracting**

Dentsu Group may subcontract the whole or part of operations pertaining to the Service to a third party. In such cases, Dentsu Group shall ensure that the subcontractor shall comply with the same obligations as assumed by Dentsu Group, and shall be responsible for the performance of such obligations by the subcontractor, jointly and severally with the subcontractor.

## **4. Suspension of the Service**

If Advertiser falls under any of the items below, Dentsu Group may suspend or discontinue the whole or part of the Service without giving prior notice to Advertiser, and Dentsu Group shall not be liable to Advertiser for any damage suffered by Advertiser due to such suspension or discontinuation.

- (1) Advertiser has infringed on any intellectual property right, portrait right, right to the protection of privacy or honor, or any other right or interest of a third party, in connection with the Service;
- (2) Advertiser is controlled by or under the influence of an organized crime group, etc.; any of Advertiser's major shareholders or executives or employees is a member of an organized crime group, etc.; or Advertiser has violated any ordinances established by a prefectural government for the exclusion of organized crime groups, etc.; or
- (3) Advertiser has used the Service for the purpose of development, improvement, etc., of any service that competes with the services provided by Dentsu Group.

## **5. Disclaimers**

Upon the entrustment of the Service by Advertiser to Dentsu Group, Advertiser acknowledges and accepts the following matters:

- (1) Even if Dentsu Group becomes unable to perform the whole or part of the Service due to a force majeure event such as a power outage, an accident occurring in communication lines, or an act of God, nonfulfillment by a telecommunication carrier, failure in the Internet infrastructure or other systems such as servers, applications or the occurrence of emergency maintenance, or any other reason that are not attributable to Dentsu Group's fault, Dentsu

- Group shall not be liable for the non-performance of the Service;
- (2) Dentsu Group may disclose confidential information pertaining to the Service, if the disclosure is mandated by laws and regulations. Even if Advertiser suffers damage due to such disclosure, Dentsu Group shall not be liable for such damage in any manner whatsoever; and
  - (3) If Dentsu Group comes to assume any liability for its failure to perform its obligation owed to Advertiser or liability to compensate for damage suffered by Advertiser in connection with Dentsu Group's performance of the Service, the scope of such compensation to be paid by Dentsu Group based on such liability shall be limited only to direct and ordinary damages, and in no event shall Dentsu Group be liable for lost profits, lost business, reputation damage or any other damage arising out of special circumstances, etc.

### **Definition of terms**

The terms used in these Terms of Data Use shall have the following meanings:

- i. "Data" means any and all data pertaining to the distribution of advertisements, including access logs of websites, location information, distribution settings and distribution results.
- ii. "Confidential information" means any and all confidential information to be disclosed by either party (hereinafter referred to as the "disclosing party") to the other party (hereinafter referred to as the "receiving party") in connection with the use of the Service, and Dentsu Group's confidential information includes the Data. However, such confidential information excludes any information falling under one of the items below:
  - a. Information that was already publicly known or that was already possessed by the receiving party at the time when the information was provided or disclosed or made available by the disclosing party;
  - b. Information that becomes publicly known due to any reason that cannot be attributed to the receiving party's fault, after the information was provided or disclosed or made available by the disclosing party;
  - c. Information that is legally obtained by the receiving party from a third party having authority to provide or disclose such information, without any confidentiality obligation being owed by the receiving party; or
  - d. Information that is independently developed by the receiving party without using such confidential information.
- iii. "Organized Crime Group" means an 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 shudan), or any other person similar to any of the above.

End of Document

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