

“YieldOne®”Services Terms of Use (Version 17)

Article 1 (Purpose)

The purpose of these YieldOne®Terms of Use of Services (hereinafter referred to as the “Terms”) is to govern the terms in connection with the use of advertising trading services through “YieldOne®”run by Platform One Inc. (hereinafter referred to as “P1”)which is the operation and management system for sales of online ad spaces.

Article 2 (Definitions)

In the Service Use Agreement, etc.(specified in Item 8 of this Article), the terms listed below are used respectively with the following meanings.

(1) Customer

Legal entity or individual that agrees to these Terms and completes user registration in accordance with the procedure prescribed by P1

(2)Advertising Companies, etc.

Advertiser or advertising company

(3)YieldOne®

Operation and management system for sales of online ad spaces, which is technology consisting of the following three elements:

(i) Technology that enables the automatic sale of prescribed ad spaces to ad networks pursuant to the standards selected by the Customer;

(ii) Technology that enables the analysis and management of data collected with respect to prescribed ad spaces through the Services with Profit Optimization; and

(iii) Information described in the documentation related to YieldOne®.

(4)Services with Profit Optimization

Service to optimize profit from online advertising and service to support the operation and management for sale of ad spaces which P1 provides to Customers through YieldOne® pursuant to the Service Use Agreement, etc. and other services in connection therewith provided by P1

(5)RTBService

Among Services with Profit Optimization, a service that enables the completion of advertising trading in real-time through bidding (including but not limited to a successful bidding by the Second Price Auction system)

(6)PMP Service

Among Services with Profit Optimization, a service that allows the Customer to sell ad

spaces upon agreement with advertising companies, etc. regarding advertising standards and other matters

(7) Documentation

Manuals and other explanatory materials for Customers regarding YieldOne® provided by P1

(8) Service Use Agreement, etc.

Agreements regarding the use of the Services with Profit Optimization concluded between the Customer and P1 pursuant to these Terms

(9) Customer Equipment

Computers, telecommunication equipment and other devices and software installed by Customers in order to use the Services with Profit Optimization

(10) Customer Equipment, etc.

Customer equipment and telecommunication lines borrowed by Customers from telecommunications carriers in order to use the Services with Profit Optimization

(11) Equipment for YieldOne®

Computers, telecommunication equipment and other devices and software installed by P1 in order to operate YieldOne®

(12) Equipment, etc. for YieldOne®

Equipment for YieldOne® and telecommunication lines borrowed by P1 from telecommunications carriers in order to use the Services with Profit Optimization

(13) Customer ID

Codes used to identify the difference between the Customer and others issued by P1 to the Customer

(14) Password

Codes used to identify the difference between the Customer and others in combination with the Customer ID

(15) Ad Network

Service that delivers advertisements across multiple types of Internet media

(16) Ad Network Operator

Legal entity or individual that operates and manages the Ad Network

(17) Ad Network Participating Media

Internet media holding ad spaces to receive advertisements under the Ad Network Participation Agreement concluded with an Ad Network operator

(18) Media

Media on the Internet Customers are authorized to administer and manage, or any media or applications participating in the Ad Network, which relate to the use of the

Revenue Optimization Services.

(19) Ad Space

Specific ad space on the Media that the Customer designates in advance as those subject to the use of the Services with Profit Optimization

(20) Inventory

Number of impressions that is possible to deliver advertisements on the Ad Space

(21) Reverse Compile

Transformation of object code written in the machine language into source code written in the compiler language

(22) Reverse Assemble

Transformation of object code written in the machine language into source code written in the assembly language

(23) Module

Inseparable software that is added to software constituting YieldOne® at the option of the Customer or Internet users

(24) Function Change

Addition, change or deletion of functions of YieldOne® available for our customers (including but not limited to import of functions such as Demand Side Platform, Supply Side Platform, Ad Exchange and Data Exchange)

(25) Confidential Information

Technical, business, or any other operational information disclosed or provided by either party to the other party, which falls under any of items (i) to (iv) below:

(i) Information disclosed or provided by the Disclosing Party to the Receiving Party in the form of paper or other tangible embodiments or electric means, which is labelled “confidential” thereon;

(ii) Information orally disclosed after confidentiality is notified by the Disclosing Party to the Receiving Party, which is specified “confidential” by providing to the Receiving Party a written document or electromagnetic media stating or recording the contents of such information within thirty (30) days after disclosure;

(iii) Information that is stipulated as “confidential” in the agreement concluded between the Customer and P1; or

(iv) Contents of the agreement concluded between the Customer and P1 with regard to the Services with Profit Optimization

(26) Personal Information

Information regarding an individual that can identify the specific individual by name, date of birth, identification number, symbol, code, image, sound or other descriptions

contained in such information (including information that by itself does not enable identification but that can easily be collated with other information to enable the identifying of the specific individual) and information that is subject to be controlled or protected as Personal Information under laws and regulations.

(27) Confidential Information, etc.

Confidential Information and Personal Information

(28) Disclosing Party

Any party that discloses or provides Confidential Information, etc.

(29) Receiving Party

Any party that receives the disclosure or provision of Confidential Information, etc.

(30) Consumption Tax, etc.

Amount of consumption tax levied pursuant to the provisions of the Consumption Tax Act and the laws and regulations related thereto, amount of local consumption tax levied pursuant to the provisions of the Local Tax Act and the laws and regulations related thereto, and other taxes and public dues which the Customer should bear upon payment

Article 3 (Conclusion of the Service Use Agreement, etc.)

1. The Customer shall make application for the use of the Services with Profit Optimization in accordance with the procedure prescribed by P1 after accepting the contents of the Terms.
2. The Service Use Agreement, etc. are deemed to have been formed at the time when P1 gives to the Customer a notice of approval of the application in the preceding paragraph.
3. The Customer shall use the Services with Profit Optimization pursuant to the Service Use Agreement, etc.

Article 4 (Relation with Other Agreements)

1. Documentation and the terms separately prescribed by P1 in order to ensure smooth operation of the Services with Profit Optimization (hereinafter collectively referred to as the "Individual Terms") constitute the entire regulation in integration with the Terms. In the event there is a contradiction between the Terms and the Individual Terms, the Individual Terms shall take precedence.
2. In the event there is a contradiction between the Service Use Agreement, etc. (concluded between the Customer and P1) as well as the special agreement (concluded in connection with the Services with Profit Optimization) and the

Terms, the Service Use Agreement, etc. and the special agreement shall take precedence.

3. In the event there is a contradiction between the Terms and the Advertising Trade Agreement, if any, which is separately concluded between the Customer and P1 (its scope of application is not limited to the Services with Profit Optimization), the Terms shall take precedence regarding the Services with Profit Optimization.

Article 5 (Types and Contents of the Services with Profit Optimization)

1. P1 shall provide the Services with Profit Optimization to the Customer pursuant to the Service Use Agreement, etc. based on the application from the Customer as well as transaction conditions and data disclosed by the Customer in connection with the Ad Space.

2. The types and contents of the Services with Profit Optimization provided by P1 to the Customer are stipulated in the Service Use Agreement, etc. and other agreements between the Customer and P1.

3. The Customer shall, pursuant to the Service Use Agreement, etc., make application to P1 for the use of the Services with Profit Optimization for each desirable Ad Space by the method designated or offered by P1.

4. The Services with Profit Optimization will be provided on the Ad Space determined upon consultation between the Customer and P1 from the date determined upon consultation between the Customer and P1 (hereinafter referred to as the "Commencement Date for the Services with Profit Optimization").

5. The Customer installs the program designated by P1 on the Ad Space upon the use of the Services with Profit Optimization.

6. P1 shall be entitled to subcontract to a third party, at its discretion, the whole or a part of operations which may become necessary for providing the Services with Profit Optimization to the Customer. In such case, P1 shall have such subcontractor (hereinafter referred to as the "Subcontractor"; and including those operating an Ad Exchange business and a Data Exchange business) assume obligations for such subcontracted operations at the same level as P1's obligations stipulated in the Service Use Agreement, etc.

7. Any services regarding the following items shall not be provided by P1 to the Customer, except as specifically provided in the Service Use Agreement, etc.:

- (1) Environmental preparations for the installation of Customer equipment;
- (2) Provision of consumables to the Customer (including but not limited to recording media such as discs and tapes, toners, ink ribbons and paper); and

(3) Response to inquiries and trouble regarding software and hardware.

8. The Customer shall use the Services with Profit Optimization upon agreement that P1 assumes no responsibility for any failure thereof which is not attributable to P1.

Article 6 (Attribution and License)

1. Copyrights, patent rights, trademark rights, know-how and any and all other property rights relating to the Services with Profit Optimization and YieldOne® belong to P1 or its licensors.

2. P1 grants to the Customer a non-exclusive and non-transferable right to use the Services with Profit Optimization in accordance with the conditions set forth in the Service Use Agreement, etc.

3. The Customer may use the Services with Profit Optimization pursuant to the Service Use Agreement, etc. However, the Customer agrees that no right in connection with the Services with Profit Optimization will be licensed or transferred to the Customer except rights expressly licensed to the Customer under the Service Use Agreement, etc.

4. The Customer may not, directly or indirectly, reverse assemble or reverse compile the program constituting YieldOne®, or otherwise create or derive all or part of the program in source code form. In addition, the Customer may not modify, translate, adapt or create derivative works of the Services with Profit Optimization and YieldOne®.

Article 7 (Trademarks)

P1 may use trademarks in connection with the Customer and the Media for its operating activities.

Article 8 (Customer Registration)

1. P1 assigns to Customers Customer IDs and Passwords necessary for the use of the Services with Profit Optimization in accordance with the procedure prescribed by P1.

2. If a legal entity or an individual that wishes to be registered as a Customer (hereinafter referred to as the "Customer Registration Candidate") falls under any of the following items, P1 may decline the relevant customer registration:

(1) In the event the Customer Registration Candidate is nonexistent;

(2) In the event the Customer Registration Candidate had its account blocked in connection with the Services with Profit Optimization and other services provided by P1;

- (3) In the event the customer information which was registered by the Customer Registration Candidate during the customer registration process prescribed by P1 (hereinafter referred to as the “Customer Registration Information”) is found to be untrue;
- (4) In the event the Service Use Agreement, etc. was not concluded between the Customer Registration Candidate and P1; or
- (5) Other events considered inappropriate by P1.

Article 9 (Responsible Person for Use)

1. The Customer designates a person responsible for the use of the Services with Profit Optimization (hereinafter referred to as the “Responsible Person for Use”) in accordance with the method prescribed by P1 at the time of customer registration specified in the preceding Article. In principle, the Responsible Person for Use will conduct contact and confirmation with P1 regarding the Services with Profit Optimization.
2. The Customer shall promptly notify any changes to Customer Registration Information and the Responsible Person for Use in accordance with the method prescribed by P1. P1 shall not be in any way liable for any damages that the Customer and any third party may suffer due to the lack of notice of change thereof.

Article 10 (Customer ID and Password)

1. The Customer shall use the Customer ID and the Password only for the purpose of implementing the Services with Profit Optimization.
2. The Customer shall promptly notify any changes to Customer Registration Information and the Responsible Person for Use in accordance with the method prescribed by P1. P1 shall not be in any way liable for any damages that the Customer and any third party may suffer due to the lack of notice of change thereof.
3. The Customer shall not disclose, leak, lend or assign to, or share with a third party, allow a third party to use, or deposit as security for personal benefit or for a third party the Customer ID and the Password.
4. With regard to all conduct carried out using the Customer ID and the Password, any use thereof is deemed to be the use by the Customer, regardless of whether or not actually carried out by itself, and the Customer shall be fully responsible for the payment of use and other obligations. The Customer shall be liable for any damages that P1 or any third party may suffer due to such conduct.
5. P1 shall not be in any way liable for any damages that the Customer and others may suffer due to inadequate management, misuse or use by a third party of the Customer

ID and the Password.

6. When a Customer's employee who knows the Customer ID and the Password retires or leaves as a result of termination of a dispatch contract, the Customer shall immediately take measures to prevent the relevant employee from accessing and using the Services with Profit Optimization.

7. If it is suspected that the Customer ID and the Password are used by any third party, the Customer shall immediately notify P1 of the effect and follow P1's instructions if any.

Article 11 (Payment Method, etc.)

1. Payment methods, etc. of consideration for the Services with Profit Optimization (hereinafter referred to as the "Consideration"; and including P1's handling fees for the PMP Service set forth in Paragraph 4 of Article 19) shall be as provided in each of the following items:

(1) In the event the Customer makes payment of the Consideration to P1;

After calculating the Consideration for the current month by closing at the end of the month, P1 will provide reports for the Consideration to the Customer in accordance with the methods prescribed by P1 such as on the administration screen or by written document (including e-mail). Based on such reports, the Customer shall pay the Consideration for the current month together with Consumption Tax, etc. by the last day of the next month, by transfer to the P1's bank account designated by P1. Bank transfer fees must be covered in full by the Customer.

(2) In the event P1 makes payment to the Customer after deducting the Consideration from advertising fees;

After calculating the Consideration for the current month by closing at the end of the month, P1 provides reports for the Consideration to the Customer in accordance with the methods prescribed by P1 such as on the administration screen or by written document (including e-mail). Based on such reports, P1 shall make payment of the amount obtained by deducting the Consideration from advertising fees for the current month together with Consumption Tax, etc. by the last day of the second subsequent month, by transfer to the bank account in the Customer's name.

(3) In the event in the Automated Guaranteed (Deal where the inventory and pricing are guaranteed) among PMP Services, P1 makes payment to the Customer after deducting the Consideration from advertising fees.

Regardless of the provision of the preceding item, after calculating the Consideration for each advertisement, P1 provides reports for the Consideration to the Customer in

accordance with the methods prescribed by P1 such as on the administration screen or by written document (including e-mail). Based on such reports, P1 shall make payment of the amount obtained by deducting the Consideration from an advertising fee for the relevant advertisement together with Consumption Tax, etc. by the last day of the second subsequent month following the month in which the relevant advertisement expires, by transfer to the bank account in the Customer's name.

2. Regardless of the provisions of the preceding paragraph, if the total amount of payment for the current month pursuant to item (2) and/or item (3) of the preceding paragraph is under 3,000 yen (not including Consumption Tax, etc.; and hereinafter referred to as the "Base Amount for Payment"), P1 may defer the payment till the last day of the second subsequent month following the month in which the total amount of payment surpasses the Base Amount for Payment. No interest accrues from such deferred payment. If even as a result of such deferred payment, the total amount of payment is under the Base Amount for Payment as of the last day of the year following the year to which the month of the relevant payment belong, P1 shall be released from its obligation to pay the unpaid amount of payment during the year in which the relevant payment has incurred.

3. When the Customer terminates the use of the Services with Profit Optimization, regardless of the reason for such termination, P1 shall be released from its obligation to pay the amount pursuant to item (2) and/or item (3) of Paragraph 1, payable to the Customer at the time of such termination.

4. All matters relating to the Consideration (including judgment of whether advertising is valid / invalid) will be determined by P1 and the Customer has no right to submit objections.

5. Regardless of the provisions of this Article, until Advertising Company, etc. make the payment for the Services with Profit Optimization, P1 has the right to withhold any payment to the Customer concerned.

6. The Customer acknowledges in advance that with regard to clicks and impressions of advertisements that have been judged refundable for the reasons why there is any fraud or any doubt concerning the validity in connection with the systems of Advertising Company, etc. in accordance with standards of Advertising Company, etc., P1 may request the Customer to refund the amount that P1 has paid to the Customer based on the Services with Profit Optimization and the Customer must accept such request. P1 may receive such refunds by transfer from the Customer to P1 and/or by deducting the relevant amount from the amount payable to the Customer, whether or not related to the Services with Profit Optimization. P1 will report to the Customer the

amount subject to refund in the form and by the method prescribed by P1.

7. P1 may, whether or not related to the Services with Profit Optimization, offset at an equivalent amount the debt owed by P1 to the Customer and the debt owed by the Customer to P1 (including but limited to the debt to be refunded by P1 to the Customer for excess payments pursuant to this Article), regardless of before or after both debts become due, in accordance with any order for appropriation prescribed by P1.

Article 12 (Operation of Customer Equipment, etc.)

1. The Customer shall, at its own responsibility and expense, install Customer Equipment, etc. in accordance with the conditions prescribed by P1 and maintain the environment for the use of Customer Equipment, etc. and the Services with Profit Optimization.

2. In the event there are defects in the environment for the use of Customer Equipment, etc. and the Services with Profit Optimization specified in the preceding paragraph, P1 shall not have any obligation to provide the Services with Profit Optimization to the Customer.

3. In order to provide the Services with Profit Optimization to the Customer, P1 shall conduct analysis, research and other necessary acts regarding data provided or transmitted by the Customer in the course of the Services with Profit Optimization.

Article 13 (Backup)

1. The Customer shall, at its own responsibility, store, save and backup data provided or transmitted by the Customer in the course of the Services with Profit Optimization.

2. P1 shall have no responsibility for storage, save and backup of data provided or transmitted by the Customer in the course of the Services with Profit Optimization, unless it is specifically stipulated that P1 has responsibility to provide services for storage, save and backup of such data.

Article 14 (Warranty by the Customer)

1. The Customer warrants to P1 that it has due authorization required to conclude the Service Use Agreement, etc. and perform the terms thereof.

2. The Customer warrants to P1 that its usage of the Services with Profit Optimization will not violate reputation, privacy, publicity rights, copyrights, trademark rights and any other rights of third parties.

Article 15 (Impediments to Equipment, etc. for YieldOne®)

1. When discovering there is any impediment to Equipment, etc. for YieldOne®, P1 shall repair or recover Equipment, etc. for YieldOne® without delay.
2. When discovering there is a risk that any impediment to Equipment, etc. for YieldOne® may cause disturbances in the provision of the Services with Profit Optimization, P1 shall notify the Customer of that effect without delay.
3. When discovering there is any impediment to telecommunication lines, which are connected to Equipment for YieldOne® and borrowed by P1, among Equipment, etc. for YieldOne®, P1 shall instruct a telecommunications carrier that provides such telecommunication lines on repair or recovery thereof.

Article 16 (Supports)

The Customer will conclude a separate agreement with P1 to receive installation and support services in connection with the Services with Profit Optimization from P1.

Article 17 (Operations of the Customer and P1)

1. The Customer shall, at its discretion, conduct the operations specified in the following items when using the Services with Profit Optimization, :
 - (1) Maintenance, management and operation of the Media;
 - (2) Provision of materials and data regarding the Media and the Ad Spaces which P1 requires for providing the Services with Profit Optimization;
 - (3) Setting the program for distribution of advertisements which may become necessary for carrying out the Services with Profit Optimization;
 - (4) Placement of advertisements on the Ad Space;
 - (5) Implementation of operations specified in the Service Use Agreement, etc.; and
 - (6) Reports in connection with each of the preceding items.
2. P1 shall conduct the operations specified in the following items when providing Services with Profit Optimization:
 - (1) Maintenance, management and operation of YieldOne®;
 - (2) Repair, development and function change of YieldOne®;
 - (3) Provision of the materials for services and the program for distribution of advertisements relating to YieldOne® which the Customer requires for using the Services with Profit Optimization;
 - (4) Measurement of impressions, clicks and other indices for advertising effectiveness used for calculating the Consideration;
 - (5) Implementation of operations specified in the Service Use Agreement, etc.; and
 - (6) Reports in connection with each of the preceding items.

3. The Customer shall not change or delete the program for distribution of advertisements, which is set on the Media and the Ad Space for implementing the Services with Profit Optimization, without P1's consent during the validity of the Service Use Agreement, etc.

Article 17-2 (Ensuring the Quality of Advertised Websites)

1. You agree to place advertisements in accordance with the standards for ensuring the quality of advertisements placed in accordance with the "Ad Quality Assurance" (<https://www.platform-one.co.jp/policy/ad-quality/>) determined by the Company, and to cooperate with the Company in taking measures to ensure the quality of advertisements.
2. If there are standards regarding the quality of ad placements required by advertisers (This includes cases where the customer (applicant) is the advertiser.), you shall explain these standards to the Company.

Article 17-3 (Elimination of Invalid Traffic)

The Company will endeavor to eliminate invalid traffic ("IVT, etc.") in accordance with the Company's "Ad Quality Assurance" (<https://www.platform-one.co.jp/policy/ad-quality/>). In addition, The Company will endeavor to place orders with ad-serving vendors that have taken measures to eliminate IVT, etc.

Article 18 (Advertising Standards)

1. With respect to advertisements on the Ad Space, the Customer may establish advertising standards on the Ad Space in connection with advertising materials, restrictions on the handling of competing products and services, and other standards for the permissibility of advertising (hereinafter referred to as the "Advertising Standards").
2. When restricting advertisements to be placed pursuant to the Advertising Standards on the basis of advertising products as well as services and attributes of advertisers, the Customer notifies P1 of such restriction by the methods prescribed by P1 before receiving the provision of the Services with Profit Optimization.
3. The Customer presents in advance to P1 the provisions for the flow of advertisements from submitting to placing, if any, with regard to advertising on the Ad Space.

Article 19 (PMP Service)

1. The Customer may use the PMP Service by notifying P1, in writing or via e-mail, of setting items in using the PMP Service provided by P1 including the conditions of advertising, indemnification requirements and other items. P1 is in no way concerned with, mediates or responsible for any conflict arising between the Customer using the PMP Service and advertising companies.
2. When agreed with Advertising Companies, etc. for advertising by using the PMP Service with regard to the number of impressions in the Automated Guaranteed (Deal where the inventory and pricing are guaranteed), the Customer shall place 10% more advertisements than the agreed number.
3. When it is found that with respect to advertising by using the PMP Service, for whatever reason, the Customer is unable to or unlikely to place advertisements in accordance with the conditions agreed with Advertising Companies, etc., the Customer shall immediately notify P1 of an outline thereof in writing. Such notification shall not relieve the Customer from its obligation to Advertising Companies, etc. and P1 in connection with the placement of advertisements.
4. The Customer shall bear 15% of the amount charged for advertisements arising from the agreement on the PMP Service as P1's handling fees for the PMP Service.

Article 20 (Handling of Confidential Information)

1. The Customer shall not disclose or leak Confidential Information to any third party. Provided, however, that this shall not apply to the cases where the Customer receives prior written approval from P1 or where the relevant information falls under any of the following items:
 - (1) Information that becomes public knowledge at the time of disclosure or provision by P1;
 - (2) Information that was in the Customer's possession at the time of disclosure or provision by P1;
 - (3) Information that becomes public knowledge through no fault of the Customer after the disclosure or provision by P1;
 - (4) Information that can be objectively proved to have been developed independently not based on any information disclosed or provided by P1; or
 - (5) Information that is rightfully obtained from a third party, before or after the receipt, without breach of the Service Use Agreement, etc. and without assuming any obligation of confidentiality.
2. The Customer shall take necessary measures for the management of Confidential Information.

3. Regardless of the provisions of each preceding paragraph, P1 may disclose or provide Confidential Information, which should be disclosed or provided pursuant to the provisions of the laws and regulations or upon request from the competent public agency, to the concerned recipient pursuant to the provisions of the laws and regulations or the concerned public agency.
4. P1 may disclose Confidential Information to the Subcontractor specified in Article 5 to the extent necessary for subcontract. In such case, however, P1 shall bind the Subcontractor to confidentiality obligations at the same level as P1's obligations pursuant to this Article.
5. The Customer shall, upon request from P1, return or dispose of materials embodying Confidential Information, or completely delete any Confidential Information stored on Customer Equipment.
6. The provisions of this Article stay valid until three (3) years after the last day in which the Customer actually uses the Services with Profit Optimization.

Article 21 (Handling of Personal Information)

1. The Customer shall comply with laws and regulations related to the protection of personal information as well as set forth the "Privacy Policy" to be complied with.
2. The Customer shall be fully aware of the necessity to protect the privacy of Internet users and respect P1's Privacy Policy to implement the Services with Profit Optimization.
3. The Customer may use Personal Information provided by P1 only for the purpose of implementing the Services with Profit Optimization.
4. The provisions of Paragraph 2 to Paragraph 5 of the preceding Article shall apply mutatis mutandis with respect to Handling of Personal Information.
5. The provisions of this Article remain in force even after the termination of the Services with Profit Optimization.

Article 22 (Use of Cookies)

1. When it is necessary to the Company in the process of providing the Revenue Optimization Services, Customers shall permit the Company to use cookies and web beacons, as well as software development kits (SDKs) (hereinafter "Cookies") for the Media, and shall obtain permissions for the use of Cookies by the Company from clients or third parties who manage the Media.
2. The Company will gather pieces of information (including Advertising Identifier (IDFA) and other identifiers; hereinafter "Log Data") directly from Cookies installed on

the Media pursuant to the preceding Paragraph, and will be allowed to use and provide such Log Data in accordance with the policy set forth in Paragraph 3 below.

3. In providing the Revenue Optimization Services, the Company shall stipulate a policy for the use of Cookies (not falling under “personal information” as defined in Article 2 of the Act on the Protection of Personal Information; hereinafter the same applies), publish it on its corporate site or elsewhere and use Cookies in accordance with such policy. In addition, the Company shall make means to disable Cookies installed by the Company (hereinafter “Means to Opt out of P1 Cookies”) available to the Internet users.

4. In using the Revenue Optimization Services, Customers will stipulate their respective policies for the use of Cookies and make such policies easily known to users of the Media. In accordance with such policy, Customers shall use Cookies and provide guidance on the Means to Opt out of P1 Cookies and set up a link to that guidance on the Media.

5. Customers and the Company hereby confirm that the Company will never disclose or provide any Log Data to Customers.

Article 23 (Prohibited Acts)

1. The Customer shall not conduct the following acts upon the use of the Services with Profit Optimization:

(1) Act that is or may be in violation of laws and regulations;

(2) Act that is offensive to public order and morals;

(3) Act that interferes or attempts to interfere with the operation of the Services with Profit Optimization;

(4) Act of using the Services with Profit Optimization by impersonating a third party;

(5) Act that prohibits P1 and other users of the Services with Profit Optimization from using the Services with Profit Optimization;

(6) Act that causes a disadvantage or damage to P1, other users of the Services with Profit Optimization and other third parties;

(7) Act of sending or writing harmful programs, such as computer viruses;

(8) Act that damages the trust worthiness of P1 and the Services with Profit Optimization;

(9) Act that infringes or may infringe intellectual property rights (including copyrights, trademark rights, design rights and patent rights) and other rights of P1 or a third party;

(10) Act that infringes or may infringe property rights and other rights of P1 or a third

party;

(11) Act that will or may result in a criminal offence such as fraud;

(12) Act of sending or posting images or documents subject to obscenity, child pornography or otherwise child abuse;

(13) Act of creating or soliciting another to become a member of a Pyramid Scheme;

(14) Act that discriminates or slanders a third party, or injures a third party's honor or trust, or may do so;

(15) Act of sending to a third party e-mail of advertising, publicity or solicitation without permission, or e-mail which will or may cause antipathy to a third party;

(16) Act that hinders or may hinder the use or operation of a third party's equipment or Equipment, etc. for YieldOne®;

(17) Act of making a link in the manner or for the purpose of encouraging the act while knowing that the act falls under any of the preceding items;

(18) Act that is in breach of the Service Use Agreement, etc.;

(19) Act of using the Services with Profit Optimization on the ad spaces or media that prevent or may prevent Internet users from using the Internet, or otherwise P1 has designated as unavailable;

(20) Act that is or may be in violation of various guidelines or advertising standards established by government agencies and industry associations in the online advertising industry when using the Services with Profit Optimization; and

(21) Act of violating the media standards separately stipulated by the Company; and

(22) Other acts that the Company considers inappropriate.

2. The Customer shall immediately notify P1 when finding that any act of the preceding items has been conducted or considering that any act thereof may be conducted.

3. If P1 finds that with respect to the use of the Services with Profit Optimization, any act by the Customer falls under any item of the preceding paragraph or determines that there is such risk, P1 may, without prior notice to the Customer, suspend the provision of the Services with Profit Optimization, in whole or in part, delete information (including data and content) subject to acts specified in each item of Paragraph 1, or withhold any payment to the Customer pursuant to Item 2 and Item 3 of Paragraph 1 of Article 11 until such doubt is cleared up. If it is found that the Customer has conducted any act of the preceding paragraph, P1 may, at its discretion, cease the payment to the Customer arising from such act, and/or deduct the amount, which P1 has rationally estimated as a damage arising from such act, from the payment to the Customer, whether or not related to such act or the Terms. P1 assumes

no responsibility for monitoring the Customer's acts or information provided or transmitted by the Customer(including information deemed to have been used by the Customer).

4. P1 shall not be in any way liable for any damage and loss that the Customer may suffer due to suspension of provision of all or part of services, deletion of information, withholding of payment, or stop/deduction of payment pursuant to the preceding paragraph.

5. If with respect to the use of the Services with Profit Optimization, any act by the Customer may fall under any item of Paragraph 1, P1 may request the Customer to take actions or measures which P1 considers necessary, including disclosure of materials which P1 considers necessary, and then the Customer must immediately respond thereto.

Article 24 (Termination of Provision, Suspension and Prohibition of Use)

1. P1 may terminate the provision of the Services with Profit Optimization to the Customer by notification of the intent at least one (1)month prior to the termination thereof.

2. If the Customer falls under any of the following items, P1 may, without any notice or warning to the Customer, immediately cancel the Service Use Agreement, etc., in whole or in part, and suspend or prohibit the use of the Services with Profit Optimization by the Customer:

(1)In the event the Customer violates the Service Use Agreement, etc. and takes no corrective action despite having been given a warning by P1 with an appropriate period of correction;

(2)In the event the Customer stops payment, becomes unable to pay or insolvent, or its notes or checks become dishonored;

(3)In the event the Customer receives the petition of seizure, provisional seizure or public auction, or the Customer receives a disposition for delinquent payment of tax and public dues;

(4)In the event the Customer's credit standing has markedly worsened or there have been substantial changes in business that have effect thereon;

(5)In the event insolvency, liquidation, special liquidation, reorganization or civil rehabilitation procedures have been initiated, or the Customer has filed a petition for the commencement of special mediation or other similar insolvency proceedings;

(6)In the event the Customer becomes subject to acquisition or merger;

(7)In the event the Customer has attempted to transfer to a third party or divide all or

substantial part of its business;

(8) In the event the Customer has not concluded the Service Use Agreement, etc. or P1 has considered that the Customer has no intention to do so;

(9) In the event the Customer has damaged the trustworthiness or otherwise breached the trust of P1;

(10) In the event any circumstance has arisen where it is difficult to continue the Services with Profit Optimization; or

(11) Otherwise, in the event P1 has determined that material impediment occurred to the operation of the Services with Profit Optimization.

3. Upon termination of the Service Use Agreement, etc., the Customer will no longer use YieldOne®, regardless of the cause thereof.

4. After termination of the Service Use Agreement, etc., the Customer shall, without delay, return or dispose of equipment, software and materials (including duplications of all or a part thereof) provided by P1 for the use of the Services with Profit Optimization, following P1's instructions.

Article 25 (Temporary Suspension and Stop of Provision)

1. In the event of any of the following items, P1 may, without prior notice to or approval from the Customer, temporarily suspend the provision of the Services with Profit Optimization:

(1) In the event of periodical inspection of Equipment, etc. of YieldOne®;

(2) In the event of maintenance, inspection or repair of Equipment, etc. of YieldOne® due to its failure;

(3) In the event there are unavoidable reasons for maintenance and operation or technical aspects;

(4) In the event it is impossible to provide the Services with Profit Optimization because a Type I Telecommunications carrier suspends the provision of telecommunications services;

(5) In the event it becomes difficult to provide the Services with Profit Optimization due to power outages, fire, strikes, labor disputes or other industrial sabotage, natural disaster, inevitable accidents, laws and regulations, administrative guidance, administrative measures, court orders, civil war, riot, infectious diseases, or other reasons outside of the control of P1; or

(6) Otherwise, in the event P1 considers the suspension required.

2. If natural disasters or other emergencies occur or are likely to occur, P1 may, in accordance with the provisions of laws and regulations, restrict or stop the provision of

the Services with Profit Optimization in order to preferentially deal with communication necessary for preventing disasters, securing rescue, transportation, communication or electricity, or maintaining order as well as urgent and important communication for other public interests.

3. P1 shall assume no responsibility for any damage incurred by the Customer due to not providing the Services with Profit Optimization in any event specified in this Article.

Article 26 (Abolition of the Services with Profit Optimization)

In the event of any of the following items, P1 may abolish the provision of the Services with Profit Optimization, in whole or in part. In such case, the whole of the Service Use Agreement, etc. or a part related to such abolition will be terminated as of the date of such abolition:

- (1) In the event P1 has given the advance notice to the Customer; or
- (2) In the event P1 becomes unable to provide the Services with Profit Optimization, in whole or in part, due to force majeure events including natural disasters.

Article 27 (Notice)

1. Unless otherwise provided, P1 shall give notice to the Customer by sending an e-mail to the e-mail address notified by the Customer, displaying the notice on the website as specified in the Service Use Agreement, etc., or other means.

2. Unless otherwise provided, the Customer shall give notice to P1 by sending an e-mail to the e-mail address designated by P1.

3. The e-mail notice from either P1 or the Customer to the other party is deemed to have been delivered at the time said notice is delivered to a mail server used by the other party.

4. When P1 gives notice to the Customer by displaying the notice on the website as specified in the Service Use Agreement, etc., such notice is deemed to have been delivered at the time such notice is displayed on the website.

5. When the notice between P1 and the Customer is given by displaying the notice on the website or sending advertising materials or e-mails, the Customer agrees that regarding the presence or absence of notice, a sender, the fact that and time when notice has been delivered, and contents of the notice, the log recorded on P1's server is considered as the final and definitive evidence, whether in or out of court. With respect to any e-mail originating from the e-mail address notified by the Customer, the Customer is deemed to be a true creator.

6. Under unavoidable circumstances including a communication failure, the Customer and P1 shall give notice by mail or otherwise in a reasonable manner.

7. P1 shall assume no responsibility for any damage incurred by the Customer due to non-delivery of notice or other reasons resulting from the Customer's failure in notice specified in the preceding paragraph.

Article 28 (Function change)

1. If P1 makes Function Change, such Function Change will form the whole or part of the Services with Profit Optimization at the time when the Customer can use the Services thereafter. The Customer acknowledges in advance that the conditions of the Service Use Agreement, etc. may be changed, in whole or in part, as a result of such Function Change.

2. When P1 gives notice to the Customer of the schedule for Function Change, the contents of such notice shall be treated as Confidential Information defined in Article

2. P1 does not warrant that Function Change will be made in accordance with the schedule for Function Change.

Article 29 (No Transfer of Rights and Obligations)

The Customer may not transfer or grant any lien on its contractual status or rights and obligations under the Service Use Agreement, etc. to a third party, in whole or in part, without prior written consent of P1.

Article 30 (Notification of Change)

The Customer shall promptly notify P1 of any changes of trade name or name, location or address, its representative and Responsible Person for Use by submitting the documents prescribed by P1.

Article 31 (Principle of Self-Responsibility)

In the event the Customer causes any damage to a third party or is sued by a third party (including claim) in connection with the use of the Services with Profit Optimization due to reasons for which the Customer is liable, the Customer shall resolve it at its own responsibility and expense. This also applies in the event the Customer suffers damage from a third party or sues a third party (including claim) in connection with the use of the Services with Profit Optimization.

Article 32 (Indemnity)

1. P1 shall not be in any way liable for any damages, for whatever reason, that the Customer and a third party may suffer due to the following reasons:

- (1) Force major events such as natural disaster, disturbance and riot;
- (2) Failure of Customer Equipment;
- (3) Damage attributable to performance values of Internet connection services including response time from Equipment, etc. of YieldOne®;
- (4) With respect to the anti-virus software that P1 has installed from a third party, intrusion into Equipment, etc. of YieldOne® by computer viruses for which virus patterns and virus definition files have not been provided by the third party;
- (5) Unauthorized access or attacks to, or interception on the communication path of Equipment, etc. of YieldOne® that is conducted by a third party and cannot be prevented even with the care of a good manager;
- (6) Failure caused under environments other than P1 recommends as an operating environment for the Services with Profit Optimization;
- (7) Damage resulted from the Customer's failure to comply with procedures and security measures prescribed by P1;
- (8) Damage arising from hardware, software and database not subject to development, manufacture or production by P1, among Equipment, etc. of YieldOne®;
- (9) Damage arising from trouble in telecommunications services provided by telecommunications carriers;
- (10) Compulsory execution based on laws and regulations or orders by public agencies; and
- (11) Other reasons not attributable to P1.

2. With regard to information about advertising effects, proposed functions of profit optimization, proposed functions of ad network selection optimization, and bidding transaction functions and simulation functions through the RTB Service (hereinafter collectively referred to as the "Information Standards") which are provided in the Services with Profit Optimization, P1 makes no warranties concerning the accuracy, completeness and timeliness thereof. The Customer shall use or rely on Information Standards at its responsibility and judgment. The Customer shall, at its own responsibility and expense, resolve any damage or loss that the Customer itself or a third party may suffer from the use of Information Standards, and P1 shall not be in any way liable therefor.

3. P1 does not warrant that the figure which is presented in reports of the Services with Profit Optimization matches the actual amount which is charged by the Customer to business partners including an Ad Network operator, and shall not be in any way

liable for any mismatch.

Article 33 (Exclusion of Antisocial Forces)

1. If the Customer, and a parent company, subsidiaries and affiliated companies of the Customer, as well as officers, employees and major shareholders thereof (including officers and employees thereof) fall under any of the following items, P1 may terminate the Service Use Agreement, etc. without any warning, and at the same time, may stop or prohibit the Customer from using the Services with Profit Optimization.

(1) In the event they are or were groups or individuals that pursue economic benefits by using violence, force or fraudulent methods (hereinafter referred to as the "Anti-Social Forces"), including an organized crime group, a member and an associate member of an organized crime group, an organization related to an organized crime group, a corporate racketeer, an extortionist that blackmails corporations, a group engaging in criminal activities under the pretext of conducting social campaigns or political activities, and a crime group specialized in intellectual crimes;

(2) In the event they use against P1 swindling, violent acts, or threatening language by themselves or by using a third party;

(3) In the event they notify P1 that they themselves or their related organizations or parties are Anti-Social Forces;

(4) In the event they conduct acts, by themselves or by using a third party, that damage or may damage P1's honor or trust; or

(5) In the event they conduct acts, by themselves or by using a third party, that interrupt or may interrupt P1's business operation.

2. P1 shall not be in any way liable for any damages that the Customer may suffer due to the termination of the Service Use Agreement, etc. pursuant to the preceding paragraph.

Article 34 (Compensation for Damage)

1. The scope of the damages which P1 is liable for compensation to the Customer will be limited to normal and actual damages that the Customer suffer from the reasons attributable to P1 or directly from P1's breach of the Service Use Agreement, etc., for whatever reason, and will not exceed the amount specified in the following items (excluding Consumption Tax, etc.):

(1) In the event that in the Service Use Agreement, etc. which have directly caused such damages, the amount of consideration is stipulated based on the period where the Services with Profit Optimization is provided, the amount obtained by multiplying the

average daily charge (daily amount) of the relevant consideration by 30; or
(2) In the event that the amount of consideration is determined based on performance or otherwise does not fall under the preceding item, with respect to the consideration stipulated in the Service Use Agreement, etc. which have directly caused such damages, the amount obtained by multiplying the average daily charge (daily amount) of the amount accrued by the month prior to the day when the relevant reason has occurred (provided, however, that the period subject to accrual is up to recent twelve (12) months) by 30.

2. Compensation for damage set forth in the preceding paragraph may be claimed only within one (1) year after the day when the relevant reason has occurred.

3. P1 shall bear no responsibility for any damages caused by reasons not attributable to P1 or by special circumstances that P1 may or may not have foreseen, or lost profit.

Article 35 (Amendment of the Terms)

P1 may amend or change the whole or part of the Terms and Documentation without any consent of the Customer.

Article 36 (Governing Laws and Jurisdiction)

1. The Service Use Agreement, etc. are governed by the laws of Japan.

2. The Tokyo District Court shall be the exclusive agreement jurisdictional court of the first instance with respect to any lawsuit concerning the Service Use Agreement, etc.

Article 37 (Consultation)

With respect to any matter not set forth in the Service Use Agreement, etc. or any uncertainties regarding the interpretation of any provision therein, the Customer and P1 shall smoothly settle such matters upon mutual consultation in good faith. Even if any provision of the Service Use Agreement, etc. is invalid, the validity of the whole provisions thereof shall not be affected thereby, and the relevant invalid provision shall be replaced by a valid provision, which comes as close to the target purpose as possible.

History of Editions

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