

## Digital Advertising Service Terms

The advertiser (hereafter “Advertiser”) places orders with Tokyu Agency Inc. (hereafter “Tokyu Agency”) for the placement and operation of digital advertising and other ancillary services (hereafter collectively referred to as “this Service”) after agreeing to these Terms concerning digital advertising.

These Terms will be applied taking precedence over other contracts between Advertiser and Tokyu Agency. However, in cases where there is a separate written agreement between Advertiser and Tokyu Agency that individually excludes the application of these Terms, such written agreement will be applied taking precedence over these terms.

These Terms are subject to change without notice along with revisions to the regulations of media companies.

### 1. When Placing Orders for Digital Advertising

- (1) Orders pertaining to this Service will be placed in accordance with schedules separately presented by Tokyu Agency in advance. It may not be possible to receive or to execute orders that are not placed in accordance with said schedules.
- (2) Except in cases where there is a separate written agreement between Advertiser and Tokyu Agency, it may not be possible to respond to requests for the execution of this Service outside of Tokyu Agency’s business hours.
- (3) Advertiser will place orders for this Service using the method prescribed by Tokyu Agency agreed to between Advertiser and Tokyu Agency.
- (4) In cases where there is a cancellation at Advertiser’s convenience, Advertiser will pay the full amount of the application fee, regardless of the cancellation date.
- (5) Advertiser guarantees that all the materials (including titles, explanatory text, designs, keywords, images, etc.; the same hereafter) and links that Advertiser provides to Tokyu Agency do not infringe on the copyrights, industrial property rights, publicity rights, privacy rights, or any other rights of third parties and do not violate any related laws or regulations. Should Tokyu Agency or a third party incur expenses or damages because Advertiser violated said guarantee, Advertiser will exempt Tokyu Agency from liability and Advertiser will compensate or compensate for damages (including reasonable attorneys’ fees, etc.) Tokyu Agency or the concerned third party at its own expense and responsibility. Tokyu Agency will bear no responsibility whatsoever for non-performance of obligations by Tokyu Agency or for demands or lawsuits from third parties arising from Advertiser’s violation of said guarantee.
- (6) With regard to orders and confirmations of this Service, Tokyu Agency may grant Advertiser the right to use programs, tools, systems, and other items that require logging-in on websites, etc. (hereafter collectively referred to as “this Program, etc.”) owned by media companies, other third parties, or Tokyu Agency using prescribed methods. Advertiser will observe said methods and appropriately use

and manage all information (IDs, passwords, etc.) related to this Program, etc.

(7) Orders for this Service placed using IDs granted to Advertiser for this Program, etc. will be treated as orders from persons with the authority to place orders for Advertiser.

(8) Advertiser represents and guarantees that now, and in the future, it is not an organized crime group, etc. itself, that it is not controlled or influenced by an organized crime group, etc., that its major shareholders or its officers and employees are not members of an organized crime group, etc., and that it observes regulations enacted by each prefecture regarding the elimination of organized crime groups, etc. In cases where it is revealed that Advertiser has violated the above, Tokyu Agency may immediately cancel all or part of the contracts agreed to between Advertiser and Tokyu Agency, without any notice. In cases where Tokyu Agency suffers damages from the cancellation of said contracts because of violations by Advertiser, Tokyu Agency may demand compensation for damages from Advertiser. However, Advertiser may not seek compensation from Tokyu Agency even if Advertiser suffers damages or burdens because the concerned contracts were cancelled because of violations by Advertiser.

## **2. Matters Concerning Placement**

(1) To respond to fraudulent acquisition of advertising revenues by parties with bad intent (ad fraud), the placement of advertisements on sites that could damage the brand (brand safety), advertisements not being seen by consumers (viewability), user experience that makes the consumer feel discomfort, and other risks in digital advertising, Tokyu Agency strives to follow the guidelines of the Japan Interactive Advertising Association (hereafter "JIAA") as an effort to ensure the quality of the media in which advertisements appear for Advertiser. Tokyu Agency also strives to propose means to reduce risk in accordance with Advertiser's needs, such as placement of advertisements on private marketplaces and placement of advertisements based on delivery destination lists.

(2) When digital advertisements are placed and there are placement guidelines, etc., these Terms will be applied taking precedence over said placement guidelines, etc. Regarding matters not prescribed in these Terms, the concerned placement guidelines, etc. will be applied. Note that the concerned placement guidelines are subject to change without notice.

(3) Matters concerning the placement of programmatic advertisements in particular are as follows. They differ from the placement of direct buying advertisements.

i. Adjustments cannot be made for competitive or simultaneous ad placement.

ii. The amount stated on the order form will be handled as the maximum amount of the budget. Consumption at the same amount as the budget cannot be guaranteed.

iii. At the discretion of media companies, adjustments (refund amounts, etc.) may emerge after the end of the advertising period.

iv. Because of the nature of bidding-type media, the placement starting date and time, placement period, distribution volume, number of impressions, advertisement effect (number of clicks and conversion

effect, etc.), advertisement efficacy (cost per click and cost per conversion, etc.), order of placement, etc. cannot be guaranteed. Also, the service completion report in vi. below does not include advertisement screen captures.

- v. The placement of this advertisement may be suspended during distribution depending on bidding conditions, etc.
  - vi. In cases where Advertiser receives deliverables (in cases where separately prescribed) and a services completion report from Tokyu Agency, Advertiser will confirm the completion of services after accepting and inspecting these. If there is no contact from Advertiser within three business days after submission and reporting by Tokyu Agency, this Service will be deemed to be completed.
- (4) Matters concerning the placement of affiliate advertisements in particular are as follows.
- i. Gaining conversions by placement of this advertisement cannot be guaranteed.
  - ii. The placement location of this advertisement cannot be specified.
  - iii. Tokyu Agency is not involved with the links, text, etc. of affiliate operator sites.
  - iv. Changes cannot be made regarding orders once they have been approved or disapproved by Advertiser. Consequently, when Advertiser gives “approval to all” of the approval conditions, charges will arise for all conversions.
  - v. The amount charged stated on the invoice is the amount to be paid. The application amount is stated as an approximate estimate and will not necessarily match the amount charged.

### **3. Disclaimers**

Upon commissioning Tokyu Agency for this Service, Advertiser consents to the following matters in advance.

- (1) Tokyu Agency will not bear responsibility in cases where this Service cannot be executed in whole or in part because of power outages, communications circuit breakdowns, natural disasters or other force majeure, the non-performance of telecommunications carriers, system failures of internet infrastructure and other servers, etc., unintentional clicks by users, clicks arising from unauthorized software, the occurrence of emergency maintenance, or other causes not imputable to Tokyu Agency (including cases caused by circumstances at media companies).
- (2) In cases where the provision by Advertiser of the materials and information required for placement of this advertisement is late, Tokyu Agency will not bear any responsibility regarding not placing this advertisement by the agreed placement starting date and time.
- (3) Tokyu Agency will bear responsibility to compensate for damages suffered by Advertiser in relation to the execution of this Service only in cases of willful misconduct or gross negligence, with the total amount of compensation by Tokyu Agency limited to an amount equivalent to the price of this Service set for each advertising menu regarding the advertising menu that was the cause of the damages (however, in cases where the price for this Service is set in accordance with the advertisement placement period, the total amount of compensation by Tokyu Agency will be limited to an amount calculated on a pro-rated basis for the amount equivalent to the price corresponding to the period in

which the damages actually occurred from among the advertising periods for each concerned advertising menu based on an amount equivalent to the price of this Service set for each advertising menu regarding the advertising menu that was the cause of the damages). Moreover, the range of compensation by Tokyu Agency based on the concerned liability will be limited to direct and ordinary damages, and Tokyu Agency will not bear damages in any case for lost profits, lost business opportunities, or damages due to harmful rumors or other special circumstances.

### **Definition of Terms**

The terms used in these Terms have the following meanings.

1. "Programmatic advertising" refers to an advertising method that automatically or immediately supports advertisement optimization through platforms that utilize ad technology. In addition to search-linked advertising (listing ads), it includes advertising using social media, ad exchanges, SSP, DSP, and some ad networks. It does not include tie-in advertising.
2. "Affiliate advertising" refers to advertising using the framework whereby links to a site specified by the advertiser are posted on websites, etc., and compensation (fixed-amount or fixed-rate compensation) is paid to the site operator when there is a conversion (member registration, product purchase, materials request, etc.) on the site.
3. "Affiliate site operator" refers to a party that operates an affiliate site registered in the affiliate program operated by an affiliate service provider.
4. "Affiliate service provider" refers to a business operator that delivers advertisements to affiliate sites.
5. "Media company" refers to a business operator that owns or operates websites, applications, or other media, or as an intermediary for media owners and operators, sells the advertising space set therein to advertisers, and publishes advertisements. This includes affiliate service providers and affiliate site operators.
6. "This Advertisement" refers to the advertisement for which the Advertiser orders this Service from Tokyu Agency.
7. "User" refers to persons who use websites and applications via the internet or other telecommunications means, regardless of the terminal equipment used.
8. "Placement guidelines, etc." refers to placement guidelines prescribed by media companies, advertising review standards, or associated regulations, guidelines, etc.
9. "Organized crime group, etc." refers to organized crime groups, organized crime group members, organized crime group associate members, companies related to organized crime groups, corporate racketeers, racketeers disguising themselves as social activists, organized crime groups using special intelligence, or other antisocial forces or equivalent parties or parties that had been organized crime groups in the past.
10. "Viewability" refers to the ability to view advertisements. It refers to the percentage of impressions (viewable impressions) that were in a condition to actually be viewed by the users from among the placed advertisements.

11. "Ad fraud" refers to the malicious practice of earning impressions and clicks and fraudulently gaining advertising revenue by using automated programs (bots) or generating vast quantities of spam content.
12. "Brand safety" refers to advertiser brand safety by ensuring the quality of the media where advertisements are placed.
13. "Private marketplaces" refer to closed advertising trading markets with limited media companies and advertisers. These have the benefits that the media companies can secure stable unit prices for advertising space while the advertisers can secure premium advertising space without damaging brand image.

Enacted June 16, 2022

Amended August 1, 2022

Tokyu Agency Inc.