

Ad Japon Medi8 Services Agreement

BY CLICKING ON THE “AGREE” BUTTON, OR BY ACCESSING, DOWNLOADING, OR POSTING THROUGH THE SERVICES, YOU, MEDIA COMPANY, ACKNOWLEDGE AND AGREE THAT MEDIA COMPANY HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE AGREEMENT.

RECITALS:

WHEREAS, Ad Japon Inc., a company duly organized and existing under the law of Japan, having its office at 1-1-8 Shibuya Shibuyaku, Tokyo, Japan, (hereinafter referred to as the “Agency”) has agreed to provide “medi8 Services Agreement” as so-called ad network services to Media Company on and subject to the terms and conditions of this Agreement:

WHEREAS, Media Company has agreed to join “medi8 Services Agreement” on and subject to the terms and conditions of this Agreement; and

WHEREAS, both parties acknowledge that Interactive Advertising Bureau’s (IAB) “Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 3.0” (hereinafter referred to as the “IAB T&Cs”) and Agreement specifically explains particular details for “medi8 Services Agreement” and that should the IAB T&Cs and Agreement conflict each other, Agreement shall prevail over the IAB T&Cs;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Purpose

- 1.1 Both parties agree to comply with and be subject to the IAB T&Cs, as may be amended from time to time, and currently available at: http://www.iab.com/wp-content/uploads/2015/06/IAB_4As-tsandcs-FINAL.pdf.
- 1.2 Both parties acknowledge that the Agreement modifies the IAB T&Cs.
- 1.3 If the IAB T&Cs and this Agreement conflict each other, Agreement shall prevail over the IAB T&Cs. If the Agreement and IO conflict each other, IO shall prevail over the Agreement.

1.4 The Service (defined in Item (h) of Section 2 in the Agreement) shall be provided for the purpose of improving the advertisement effectiveness of the Advertisement (defined in Item (g) of Section 2 in the Agreement). The Media Company may, once this purpose is understood, use the Service pursuant to provisions as set forth in the Agreement to the extent that said use is not inconsistent with this purpose.

2. Definitions

The following terminology as used in the Agreement shall be defined as follows:

- (a) “**Ad Exchange**” means the platform that facilitates online transactions involving the buying and selling of specific Ad Space through a bidding system.
- (b) “**Ad Server Services**” means the ASP services that enable, by way of the use of the general Advertisement management and distribution system provided by Agency, (i) the distribution of Advertisement to be managed and (ii) Advertisement to be posted through the ad network (defined in Item (c) of this section) operated by Agency.
- (c) “**Ad Network**” means the network for distributing Advertisement built by bringing together multiple Advertisement media websites and applications.
- (d) “**Media Company**” means a registered person or group to Agency in accordance to the procedure of Section 3 and the publisher listed on the applicable IO.
- (e) “**Potential Media Company**” means a person or group who wants to register to Agency in order to utilize the Service.
- (f) “**Website**” means an Internet website managed and operated by the Media Company.
- (g) “**Advertisements**” means Internet-based advertisements, regardless of the form (such as text or banner) of such advertisement.
- (h) “**Service**” means the medi8 Service and the services through which Agency provides Advertisements to the Website.
- (i) “**Agreements**” collectively mean any types of agreements made and entered into between Media Company and Agency according to Section 3.4 in this Agreement.

3. Registration

3.1 At the same time Media Company agrees to the Agreement, Media Company shall submit an application form to register to Agency and provide certain information as prescribed by Agency (hereinafter referred to as the “**Registered Matters**”) according to the method as prescribed by Agency.

3.2 An application for registration must be made by the Media Company that will use the Service, and not by a third party agent or representative. The Media Company shall provide true, accurate, and up-to-date information when submitting an application for

registration.

3.3 Agency shall determine, according to its own criteria and in its sole discretion, whether to accept or reject the Media Company's application for registration. If Agency approves the registration of the Media Company, Agency shall notify such Media Company of its approval and the registration of the Media Company will be completed upon such notification.

3.4 When registration of the Media Company as set forth in the preceding section is completed and approved, the Media Company will be entitled to use the Service according to the terms of the Agreement.

3.5 Without prejudice to Section 3.3, where an individual or company, having applied to register pursuant to Section 3.1, falls under a reason as outlined in any of the following items, Agency may decline said application to register. An individual or company who has applied to register pursuant to Section 3.1 agrees Ad Japon will not disclose the reason of such decline:

- (a) Where Agency determines that there is a risk that the Agreement may be breached;
- (b) Where registered matters provided to Agency consist, in whole or in part, of falsehoods, errors in writing, or omissions;
- (c) Where the person has been subject to a revocation of a registration for the use of the Service in the past;
- (d) Where the person is a minor, adult ward under Guardianship, person under curatorship, or person under assistance and such person has not obtained the consent of his/her statutory agent, guardian, curator, or assistant;
- (e) Where Agency determines that the person or company participates in, funds, or is connected or cooperates with anti-social forces such as an organized crime syndicate, a member of such a syndicate, right-wing organization, anti-social group, the other similar organization or a person/group who has close relationship with those kind of organization; or
- (f) Where Agency otherwise determines in its sole discretion that registration would be inappropriate.

4. Issuance of ID, etc.

4.1 Agency shall, according to the terms and conditions of use of an ID if applicable, issue an ID and password (hereinafter referred to as "ID") for using the Service to a Media Company which registration was completed and approved by Agency.

4.2 Where the ID has been verified by a method prescribed by Agency, Agency may deem that the ID was used by the Media Company even if the ID was entered by a third

party. Media Company shall properly maintain ID in its sole responsibility and Agency shall not be held liable for any damages sustained by Media Company as a result of its inadequate management, use by a third party, or improper handling of ID.

4.3 The Media Company shall be responsible for appropriately managing its ID.

4.4 The Media Company may not permit the use of its ID by a third party or subject the ID to a loan, assignment, change of name, sales transaction, pledge, or any such action.

4.5 The Media Company shall be responsible for any damages caused by improper management, misuse or theft of ID and Agency shall not be liable for such damages.

4.6 Where the Service is suspended, any system relating to the Service is damaged, or damage is otherwise caused to Agency as a result of the use of the ID by a third party, the Media Company shall be liable for any damages to Agency.

4.7 If the ID is stolen, lost, or used by a third party, Media Company shall immediately notify Agency of the fact thereof and comply with any instructions provided by Agency.

5. Payment Amount

5.1 Agency shall calculate and pay to the Media Company the amount to be paid according to posting of Advertisements (“**Payment Amount**”). The Payment may be made in some cases through Paypal or a third party including but not limited to an agency. The Payment Amount, including judgment of validity/invalidity for Advertisements, and all relevant matters relating to it, including, without limitation, invoice amount, impression count, number of clicks by Users and payment terms, shall be determined principally by Agency. If the difference between Agency's and Media Company's report exceeds 10%, both parties may facilitate a reconciliation effort between Agency and Media Company in good faith. If the discrepancy cannot be resolved in good faith, Media Company will be paid based on Agency's reporting data, plus a 10% upward adjustment. The Media Company acknowledges and agrees the Payment Amount is subject to change according to the demands of the Advertisers.

5.2 Agency shall calculate the Payment Amount for the invoicing term (a month) during the following month and pay such amount into the bank account or Paypal account designated by the Media Company by the 15th day of the second month from the end of invoicing term subject to the condition that Agency receives such payment amount from the Advertisers. Remittance fees for wire transfer shall be paid by Media Company; provided, however, that Agency shall not be liable against Media Company for any payments which were not made or delayed due to any cause or reason attributable to the financial institution. Further, if Media Company's headquarter or branch has commercial registration in Japan, Payment Amount shall include Consumption Tax.

5.3 Where a Payment Amount cannot be made due to incorrect information pertaining to the account designated by the Media Company, Agency shall notify the Media Company via electronic mail regarding such a mistake. The Media Company shall revise the information pertaining to its own account on the dashboard to ensure that it conforms to the designated bank account into which remittances can be made and notify Agency of the fact thereof via electronic mail within five (5) business days from when said notification was sent by electronic mail by Agency (hereinafter referred to as the “response deadline”). Agency will never make payment unless otherwise it confirms such defect of bank account information is cleared. If the electronic mail arrives from Media Company and Agency recognizes accurate and available bank account information, Agency will remit the Payment Amount by the 15th day of the second month from the last day of the month when the electronic mail is received by Agency. The service fee incurred for remittance shall be fully assumed by the Media Company.

5.4 Where the Payment Amount is less than 3,000 Japanese Yen, and if Media Company’s bank account is Japanese bank’s one, the payment of such amount shall be deferred to end of the following month. Where the Payment Amount is less than 500 US Dollars, and if Media Company’s bank account is foreign bank’s one outside Japan, the payment of such amount shall be deferred to end of the following month. If Media Company designates Paypal account and the balance is less than 100 US Dollars, the balance shall be deferred to the end of the following month.

5.5 Where the Media Company causes Agency to sustain damages due to a breach of the Agreement, Agency shall be entitled to offset the amount of such damages against the Payment Amount.

5.6 Any taxes regarding Payment Amount shall be processed according to related and appropriate tax laws and regulations.

6. Suspension of Provision

Agency may, at any time and at its own discretion and without notice to Media Company, suspend the Service, in whole or in part, to Media Company. If Agency requests Media Company to suspend posting of Advertisements, such Media Company shall immediately comply with such request. Agency shall not be held liable for any damages caused to Media Company by any suspension of the Service implemented pursuant to this section.

7. Personal Information and Privacy

Agency may retain and use all Personal Information provided by Media Company

pursuant to the provisions of Agency's privacy policy (URL: <http://adjapon.com/en/privacy/>). Media Company acknowledges it is deemed to agree upon such privacy policy when Media Company agrees with this Agreement. Provided, however that Media Company agrees that all the data and information it gave to Agency cannot be deleted from the system of this Service regardless of the provisions of Agency's privacy policy.

8. Prohibition

8.1 The Media Company shall be prohibited from providing the following content on the Website and using, integrating, combining, or associating such content with the Service or any information obtained from the Service:

- (a) Content that is not true;
- (b) Content that harms the reputation or credit of another person;
- (c) Content that includes obscene expressions, information that is harmful to juveniles, or nude images;
- (d) Content that infringes upon the IP Rights, privacy rights, or other rights or interests of or belonging to Agency, the Media Company, or another third party;
- (e) Content that includes a computer virus or other harmful computer program;
- (f) Content that is offensive to public order and good morals;
- (g) Content that violates any applicable law or regulation or any rules of any industry group to which Agency or the Media Company is a member; or
- (h) Any other content deemed by Agency, in its sole discretion, to be inappropriate.

8.2 The Media Company shall be prohibited from engaging in the following conduct unless it has obtained the prior written consent of Agency:

- (a) Posting Advertisements on the Website in a location other than the location specified by Agency;
- (b) Altering, revising, or modifying Advertisements that have been submitted by Agency and posting them on the Website;
- (c) Reproducing or copying Advertisements on webpage, other than the Website, which is not authorized or designated by Agent;
- (d) Falsifying information that could be utilized in the Service;
- (e) Transmitting data through the Service, which exceeds the capacity of Agency;
- (f) Providing incentives to Users who browse Advertisements by a method not authorized by Agency or otherwise engaging in conduct that is detrimental, as determined by Agency in its sole discretion, to Advertisers;
- (g) Altering, revising, or modifying tags provided by Agency;

(h) Conduct whereby Advertisements are automatically reloaded in a manner which is inconsistent with the Agreement;

(i) Conduct that may impede or interfere with the operations of the Service as carried out by Agency; or

(j) Any other conduct deemed to be inappropriate by Agency in its sole discretion.

8.3 The Media Company shall be prohibited from transferring any information obtained through the Service to a database maintained by a third party and compiling or using such information for marketing or any other purpose other than a purpose that has been expressly and specifically permitted in the Agreement.

8.4 The Media Company shall be prohibited from misrepresenting the relationship between Agency and the Media Company or a third party or otherwise displaying the Advertisements on the Website by a method or under conditions that might cause a User to the Website to mistakenly believe that the Website is a website managed and operated by Agency or the Advertisers or that the Advertisements constitutes Advertisements provided and posted by the Media Company.

9. Disclaimer of Warranties and Limitation of Liability

9.1 Media Company acknowledges and agrees; (i) information such as Advertiser's data, advertised goods, and other information provided by the Advertiser (hereinafter collectively referred to as "**Advertiser Information**") related to Advertisement will be provided by the Advertiser on its own responsibility; (ii) Agency makes no warranties, whether express, implied, or statutory, about whether Advertiser Information is true, legally correct, safe, appropriate, latest or accurate, or about advertisement duration; or (iii) Media Company shall purchase and install the Service in its own responsibility.

9.2 Agency makes no warranties, whether express, implied, or statutory, that the Service and any information obtained through the Service are without mistakes, errors, and bugs and that the provision of the Service shall not be disrupted.

9.3 To the extent permitted by law, the Media Company shall forever release and waive any claims against Agency for any damages, liabilities, and claims arising from or in connection with the use of the Service.

9.4 Agency makes no warranties, whether express, implied, or statutory, as to the results of using the Service, including any potential increase in sales for the Media Company.

9.5 Agency makes no warranties, whether express, implied, or statutory, as to whether the Service complies with the laws, regulations, rules, and other relevant provisions applicable to the Media Company. Media Company shall research such laws,

regulations, rules, and other relevant provisions applicable to the Media Company at its own expense.

9.6 Agency shall not be held liability for any damages, including but not limited to, due to stoppage, suspension impossibility of performance or alteration of the Service, or deletion or loss of Media Company's data, or termination of Media Company's registration, or information loss or machine trouble or damage caused by the Service.

9.7 If any data related to the Service is corrupted, damaged, or lost due to an external factor, system malfunction, or other such circumstances, Agency shall not be responsible for ensuring the recovery of such data nor shall Agency be held liable for any damages sustained due to any data damage or loss.

9.8 Agency makes no warranties, whether express, implied, or statutory, that: (i) the Service will not be temporarily suspended and will be operated at all times without any trouble; (ii) the Service will always be restored to its original state in the event that a defect arises in the Service, or (iii) no computer virus or other harmful computer program exists in the Service, or that a security method for ensuring (i) to (iii) shall be provided by Agency. Agency is not responsible for any damages incurred by Media Company and caused by foregoing reasons.

9.9 Agency makes no warranties, whether express, implied, or statutory, that the Advertisements will be correctly displayed on the Website regardless of the operating environment of Media Company and the Users of the Website, and Agency calculates payment accurately.

9.10 The Media Company shall manage, at his/her/its own responsibility, the accounts of third parties (including, but not limited to, Google AdSense accounts provided by Google Ireland Limited) and Agency shall not assume any responsibility with respect to the validity or invalidity of or other matters concerning said accounts.

9.11 Agency makes no warranties, express, implied, or statutory that Advertisements will be displayed on its Ad Space, and therefore, the Media Company shall not express any objection if no Advertisements are displayed on its Ad Space.

10. Effective Term

The Service shall be effective from the date when the Media Company is registered pursuant to Section 3 of the Agreement and until the date when such registration is terminated.

11. Cancellation of Registration

11.1 Agency may temporarily suspend Media Company to access to the Service or terminate the registration without prior notice if Media Company:

- (a) breaches a provision of the Agreement;
- (b) falsely notices wrong information to Agency;
- (c) uses or intends to use the Service for the purpose or by the method that could cause damage to Agency, the other Media Company, or a third party;
- (d) interferes the Service regardless of the measure;
- (e) becomes insolvent or is subject to suspension of payment, or has been filed for the commencement of bankruptcy procedures, civil rehabilitation procedures, corporate reorganization procedures, special liquidation procedures, or commencement of procedures similar or comparable thereto;
- (f) is suspend its business due to its own dishonored check or note;
- (g) is filed for attachment, provisional attachment, provisional disposition, compulsory execution, or auction sale;
- (h) is subject to a compulsory collection for delinquency on tax payments and/or any government fees or charges;
- (i) has died or has been decided for adult ward under Guardianship, person under curatorship, or person under assistance by the court;
- (j) has not used for a period of six (6) months and does not promptly respond to contact from Agency;
- (k) is applicable to the item listed in Section 3.5 of the Agreement; or
- (l) is determined inappropriate for registration by Agency.

11.2 If any of the events listed above has been occurred with respect to Media Company, Media Company's debts hereunder shall automatically become due and payable without any notice or demand, and Media Company shall pay all of its debts under this Agreement owed to Agency immediately.

11.3 NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL AGENCY BE LIABLE TO MEDIA COMPANY, UNDER CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE, FOR ANY LOSS OF PROFIT, LOSS OF OPPERTUNITIES, LOSS OF DATA, OR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF AGENCY HAS BEEN ADVISED OF OR AWARE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

11.4 The Media Company may cancel its registration by providing notice to Agency according to the method prescribed by Agency no later than thirty (30) days prior to the

intended date of cancellation.

11.5 If the registration of the Media Company is terminated pursuant to this section, the Media Company shall, according to instructions issued by Agency, return, discard, or otherwise dispose of software, manuals, and other items related to the Service that have been received from Agency.

11.6 If the registration of the Media Company is terminated pursuant to this section, Agency may forfeit unpaid service fees payable for Media Company and refuse all the payment.

12. Organized Crime Syndicate

12.1 If the Media Company is discovered to constitute or be a part of or connected with an organized crime syndicate, Agency may, without having to issue a notice, immediately revoke the registration of the Media Company by providing the Media Company with a written notification thereof.

12.2 Where a party to an agreement concluded by the Media Company in connection with the Agreement (hereinafter referred to as a “related agreement”), representative of a party to a related agreement in connection with the conclusion thereof, or person that brokered the conclusion of a related agreement is revealed to constitute an anti-social-force, etc., Agency may submit a request to the Media Company to cancel said related agreement or take other required measures.

12.3 Where the Media Company, without a valid reason, refuses to comply with a request to take required measures as set forth in the preceding section, Agency may, without having to issue a demand, immediately revoke the registration of the Media Company as a Media Company by providing the Media Company with a written notification thereof.

12.4 Agency shall not be held liable for any damage caused to the Media Company as a result of the revocation of his/her/its registration as a Media Company carried out pursuant to this section.

13. Revision of Agreement

Agency may, at any time and at its own discretion, revise the Agreement. Where a revision is made, Agency shall notify Media Company of the fact that the Agreement has been revised via its website or through other channels. Media Company shall be deemed to accept any revision to the Agreement when Media Company posts Advertisements on the Website or uses Intellectual Property of Agency.

14. Survival

The following sections of the Agreement shall survive any termination or expiration of the Agreement: Section 4.2 to 4.7, Section 5 (if payment is still outstanding), Section 6, Section 7, Section 8, Section 9, Section 11.2, 11.3 and 11.5, Section 12.4, Section 13 and Sections 14 hereof.

15. Governing Law; Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the law of Japan. Litigation arising in connection with the Agreement will be brought solely in Tokyo District Court or Tokyo Summary Court, which depends on its value, and the parties consent to the jurisdiction of such courts.

Contact Information:

Ad Japon Inc.

1-1-8 Shibuya Shibuyaku Tokyo, Japan

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