

ADVERTISEMENT PUBLICATION BASIC POLICY

This Advertisement with Jorte Inc., (referred to herein as [The Company]) has to abide by the following policies.

1. You agree to all terms and conditions.
2. Follow the “Advertisement Standards” and Jorte Terms of Use.
3. Consideration of the privacy and security of Jorte customers, who are audience to
4. this advertisement and not be against its interests.
5. Shall comply to the relevant laws and regulations

ADVERTISEMENT STANDARDS

The advertisement must abide by the following articles and shall not be published in any other media

1. The following articles describe the types of content which are not permitted to advertisement.
 1. Advertise an activity and/or business methods that violate the relevant laws and regulations.
 2. Advertisement that practices dishonest or fraudulent business
 3. Advertisement that provides products and/or services that do not fulfil the security and safety measures of customers
 4. Advertisement that encourages discrimination or privacy violation
 5. Organized crime advertisement
 6. Advertisement for fraudulent financial services such as pyramid schemes or that cause financial difficulties for customers
 7. Advertisement that is against or about an organization which is in litigation with The Company
 8. Advertisement that is similar to the above mentioned 1 to 7 articles
2. The Company does not allow the following types of advertisement
 1. Advertisements related to political and/or elections in accordance with certain organizations and individuals
 2. Advertisements related to a creed or religions or opinions on a person, race or background
3. The advertisement applications received from the customers are examined. The advertiser may be asked to cooperate by providing necessary materials for the examination.
4. The advertiser shall take the full responsibility of the contents of The Advertisement.
5. Regarding the requested personal information of the customers through advertising and associated services, please comply with the followings.
 1. The advertiser himself allows the use of the personal information for other than the described objects
 2. Take preventive measures against information leaks
 3. If the advertiser violates the mentioned provisions by inquiring a personal information, The Company shall not provide any information, as well as it may suspend the advertisement.

TERMS OF USE OF JORTE ADVERTISEMENT

Jorte Inc., (referred to herein as [The Company]) which determined to carrying out the service through Jorte Advertisement Service (referred to be herein as [This Service]), The [Terms of Use of Jorte Advertisement] (referred to herein as [The Terms of Use]) as described below.

Chapter 1- General Rules

Article 1 – Conditions to apply

1. Terms and Conditions will be applied to advertisers and agencies using this service.
2. If The Company publishes updated Terms and Conditions, the updated Terms and Conditions of written on this document will take the priority.
3. The provisions in [Chapter 2 The Advertiser] are applied only to The Company and The Advertiser, the provisions in [Chapter 3 – The Agency], are applied only to The Company and The Agency.

Article 2 - Terms and Definitions

1. [This Service] refers to the advertisement service provided by The Company.
2. [The Advertisement] refers to advertising on This Service.
3. [The Agency] represents and follows the set Terms of The Company, as well as concluding a provision contract of This Service with The Advertiser.
4. [The Medium Documentation] refers to a summary of This Service, a description of usage guideline and written documents (including a digital copy).
5. [Advertising Materials] refers to images and other documents, as well as the elements of each that make up the document to be submitted for This Service.
6. [Individual Application] refers to advertisement application contents that predetermined advertisement application form by The Company, which holds the exchange between The Company and The Advertiser and/or The Agency.
7. [The User] refers to third-party individual who are the target audience of The Advertisement, except for The Advertisers, The Agency and/or The Service provided by The Company.
8. [Advertisement contents] refers to the designs, sounds, images, videos and texts used in the Advertisement.

Article 3 - Application and Contract Conclusion for This Service

1. The Advertiser or The Agency, when applying for This Service, apply with an Individual Application after understanding and accepting this User Agreement and the mechanism of This Service.
2. In case The Company has determined the eligibility by the examining The Company's trading standards, the intention of acceptance from the Company, The Company and the business agreement shall be established with the client.
3. The Advertiser and/or The Agency agree to the provisions of the preceding paragraph, The Company determines, that even after the establishment of This Agreement may not be able to use all or part of the Service if The Advertisement is deemed not suitable for The Company's trading standards.

Article 4 - Duties of The Company

1. In This Service, which is provided by The Company, the duties of the company are as follows.

1. Collecting the materials and the necessary information for the check may be needed due to the implementation of This Service.
 2. The contract related to This Service may be changed or deleted.
 3. Advertising contents that are related to This Services.
 4. Due to a request from the advertisers and/or agencies, The Company may revoke or return the provided data to The Advertisers and/or The Agency.
 5. Perform other business incidental to the business set forth in the preceding items.
2. The Advertiser and/or The Agency shall enter into a contract as long as The Advertiser and/or The Agency have passed The Company's examination.

Chapter 2 - The Advertiser

Article 5- Duties of The Advertiser

1. This Service, which is used by The Advertiser, the duties of The Advertiser are as follows.
 1. Collecting the materials and the necessary information for the check may be needed in response to a request from The Company.
 2. The Company may update terms or conditions on the contract related to This Service.
 3. In order to provide This Service using the advertising materials, accurate information must be delivered to The Company.
 4. In case there is a claim, complaints or objections from users, The Company will respond accordingly.
 5. In accordance with The Company's request, the provided data may be revoked or returned.
 6. Perform other business incidental to the business set forth in the preceding item
2. The advertising shall be subject to review, and shall conclude a contract only to advertisers who have passed our review before starting use of The Service.

Article 6 - Guarantee of property rights and the rights of intellectual property

1. The Advertiser ensure The Company that copyrighted material, related to This Service or The Services, and other intellectual property rights such as the system is intended to be attributable to the third party that was licensed to The Company, it is not allowed to reproduce, duplicate, transmit, translate, modify, add to and/or adapt for any other purpose.
2. Notwithstanding the provisions of the preceding paragraph, The Company shall check each issue.
 1. Among the advertising content that The Company has produced, copyright and other intellectual property rights related to the advertising that is delivered to The Advertiser through This Service.
 2. Among the advertising content provided by The Advertiser to The Company using This Service, (except for The Company.) The Advertiser or the third party has carried out primarily to use licensed or copyrighted materials are reserved to the third-party copyright and other intellectual property rights belong to Advertiser.
3. To the extent necessary to provide This Service, the designs as well as advertising contents trademarks and The Advertisers who have a trademark materials with intellectual property rights, it is assumed that it is possible to use for free at no charge. The Company or other third party shall be able to

freely copy, alter or delete the advertiser content. In this case, The Advertisers shall not exercise it even if they have the rights. Incidentally, if there is a third party that has the right of advertising contents, along with obtaining a license to use in advance from the third party that shall perform the necessary processing rights for the use.

4. The Company guarantees to The Advertiser, that when using the advertising contents that complies with the laws and regulations, as well as the copyrights of systems and programs for This Service (including the right to edit copyrighted material), it is not intended to infringe on the rights of other third parties.
5. The Advertiser shall ensure that the information contained in the advertising contents is accurate and up-to-date. If The Company gets involved in a dispute and received a claim of infringement from a third party for using a production and/or Advertisers information based on the advertising contents, The Advertiser shall take responsibility to resolve the dispute at their own expense, and shall not cause any damage to The Company. At any cases, if The Company has been forced to pay for damages such as to a third party, The Advertiser shall, agree to pay the full amount, pay attorneys' fees and any other expenses necessary for the dispute settlement.

Article 7 - Fee

1. For further information about the usage fee of This Service, it shall prescribed in a separate contract.
2. Based on the application to The Company, The Company shall pay the fees to The Advertiser as described on the invoice, after The Advertiser's Agreement is establishment even in case of changing the contents of the application, the usage fee shall not be reduced nor refunded. The payment fees will be at The Advertiser's expense.
3. If this Agreement is terminated in the middle of the service period (excluding The Company's reasons attributable to it.) The Company assumes the obligation to pay the usage fees, in case The Advertiser has already paid. However, The Company will not assume any obligation to return the fees to The Advertiser at any case.

Article 8 – Liability

1. The Advertisers shall follow the basic Jorte advertising policy.
2. When a conflict was caused at The Company's own fault, The Company shall take full responsibility to solve it.
3. When a claim for damages is received from a third party or The User, The Company shall solve this problem through a discussion with The Advertiser

Chapter 3 - The Agency

Article 9 - Duties of The Agency

1. The entrusted business contents by The Agency will be as follows.
 1. Recruiting advertisers for The Company.
 2. Providing the materials and the necessary information for the check may be needed in response to a request from The Company.
 3. On behalf of The Company, and in accordance with the conditions established by The Company, the signed agreement for the provision of This Service between The Advertiser and The Company may change, or be canceled. (Including the negotiations with The Advertiser)

4. The advertising materials we receive from The Advertiser with the exact information needed has to be submitted to provide The Service. The Advertisement fee shall be collected.
5. Any complaints, objections and/or claims from a user or an Advertiser, resulting in (change or cancellation of the offer of a contract from The Advertiser), The Company has to be notified.
6. If the contract with The Advertiser has been ended, due to The Company's demand, The Advertiser may be may asked to discard or return the provided data from The Company.
7. Perform other business set forth in the preceding item
2. Prior to the application of This Service, the propriety of advertising shall be subject to our review, and shall conclude a contract only to advertisers who have passed on our review.
3. When The Agency enters an agreement for the provision of This Services with The Advertiser, without delay and along with the determination report from The Company, The Advertiser shall report the contact and other contract details such as the name and location.

Article 10 - Obligation of Explanation

1. The Agency shall obtain confirmation of The Advertiser after understanding the description in case The Company determines, as it shall explain the items listed below to The Advertiser before applying to The Service.
 1. The Agency shall apply to This Service as a representative of The Company.
 2. The Company does not perform duties such as conducting The Agency business including This Business of other complaints reception or usage fees collection.
 3. This Agreement must comply with the regulations.
 4. The Advertiser shall not exercise moral rights about advertisement materials and/or media materials.
 5. The Agency assumes the payment obligations of the usage fee, when the fee has charged and the advertisement is published.
 6. Advertisement delivery is to be started on the condition that the document has been approved by The Company.
2. If the agency has occurred damage to our firm, the accountability is set forth in the preceding paragraph, The Company shall be able to claim damages based on Article 17.

Article 11 - Provision of The Service

The Company assumes that The Agency should be notified whether or not receive approval to use This Service, after a review of the examination of Article 7 paragraph 2.

Article 12 - Guarantee of property rights and intellectual property rights

1. The Advertiser shall confirm each of the following issues that has been confirmed by The Company and The Advertiser.
 1. Make sure of the work in connection with This Service and the services. Copyrighted materials and other intellectual property rights such as the system are intended to be attributable to the third party that was licensed to The Company, which shall not be reprinted for any purpose,

- or perform any kind of duplication, transmission, translation, adaptation, modification and/or addition.
2. Copyrights and intellectual property rights regarding The advertising content that we have produced and have been delivered to The Advertiser through this service shall be attributed to The Advertiser.
 3. The advertising contents that are provided by The Advertiser to The Company for use on This Service, The Advertiser or a third party that uses the license of a copyrighted material and other intellectual property rights for that are reserved to the third party (except for The Company.)
2. The Advertiser shall confirm each of the following issues that has been confirmed by The Company and The Advertiser.
 1. To the extent necessary to provide This Service, the designs as well as advertising contents trademarks and The Advertisers who have trademark materials with intellectual property rights, it is assumed that it is possible to use for free at no charge. The Company or other third party shall be able to freely copy, alter or delete the advertiser content. In this case, The Advertisers shall not exercise it even if they have the rights.
 2. If a third party has the right to advertisement contents, under the responsibility, The Agency, and The Advertiser, shall be obtaining such license from the third party in advance, as well as the rights for processing are required for the use.
 3. The Company guarantees to The Advertiser, that when using the advertising contents that it complies with the laws and regulations, as well as the copyrights of systems and programs for This Service (including the right to edit copyrighted material), it is not intended to infringe on the rights of other third parties.
 3. The Agency shall ensure that the information included in the advertisement provided by the Advertiser or itself is accurate and up-to-date. If the Company gets involved in a dispute in response to violation of rights claims from third parties related to advertisement content and/or production based on the advertising content and/or the use of Advertiser's information, The Agency shall resolve the dispute at its own expense and responsibility and shall not damage The Company in any way. In the event that the Company is forced to pay for damages to a third party, The Agency shall pay the full amount to the Company and cover the attorney's fees and all other expenses incurred in solving this issue.

Article 13 - Usage Fee

1. Details about the service usage fee of the Agency shall be set forth in an individual contract.
2. The Agency must pay the usage fee in accordance with the invoice The Company presents to The Agency based on the application submitted to the Company and in the event if the application content is changed after this Agreement has been signed by The Agency the usage fee shall not be reduced or refunded. Moreover, the Agency shall cover the handling charge for the payment of the usage fee.
3. The Agency shall pay the usage fee even when this Agreement is terminated during the period of this service (except for termination due to reasons attributable to The Company) and The Company shall not bear any obligation

to return the usage fee to the Agency in any case the Agency has already been paying the usage fee to The Company.

4. The Agency shall agree to the responsibility for all liabilities, The Advertiser has towards the Company.

Article 14 - Liability

1. The Agency shall be jointly and severally liable so that the Advertiser follows the basic advertisement policy of Jorte towards the Company.
2. If there is trouble regarding this service due to reasons attributable to the Company the Company shall take full responsibility and solve the issue.
3. If the Agency receives damage claims by third parties or users related to advertisement content, The Company, The Advertiser and The Agency shall solve the issue after discussing it amongst themselves.

Chapter 4 - Others

Article 15 - Disclaimer

1. The Company, advertisers and agencies shall not be deemed in default of these Terms of Use to the extent that performance of their obligations is prevented by reasons not attributable to them such as communication line failures, equipment and facilities maintenance and natural disasters.
2. Neither party shall be liable for disclaimer item about delivery amount and delivery location accuracy.
 1. Delivery control by location depends on the accuracy of location information of the mobile device. For this reason, it may not be delivered at correct location, or at all.
 2. Delivery is made by communicating with the mobile device. For this reason, delivery may not be made due to the communication environment and condition of the mobile terminal.

Article 16 - Confidentiality obligations

1. Except as openly disclosed under this Article 2, regardless of prior consent of the other party and whether the agreement is in effect or not, The Company, advertisers and agencies shall not disclose information specified as confidential to other parties regarding this agreement (hereinafter referred to as "confidential information"). However the following information shall not be considered as confidential information:
 1. Information which becomes publicly known upon disclosure by the other party.
 2. Information which becomes publicly known after disclosure by the other party regardless of one's responsibility.
 3. Information which is obtained from a third party legally without incurring any confidentiality obligations.
 4. Information which has been independently developed by yourself without the use of information disclosed by the other party.
2. Notwithstanding the provisions of the preceding paragraph, The Company, The Advertiser and The Agency shall be able to disclose confidential information. The subsidiaries of the Company shall be able to disclose confidential information as well.
3. If the Company, Advertiser and Agency are asked by the government or other public authority to lawfully disclose confidential information, they shall disclose confidential information to appropriate public authority

notwithstanding the provisions of paragraph 1 of this article. However the party that receives the relevant instruction shall notify the other party without delay that it has received the said instruction and shall try to maintain confidentiality as much as possible.

4. Obligations under this section shall remain in effect for three (3) years after the termination of this Agreement.

Article 17 - Compensation for damages

In case the Company, Advertiser and Agency suffer damage due to the other party breaching this Agreement, they shall claim compensation for normal and direct damages from the counterparty. In addition, Article 6 paragraph 5, Article 8 paragraph 3, Article 10 paragraph 2 and Article 12 paragraph 3 shall remain in effect.

Article 18 - Validity period

The term of these Terms of Use shall start from the advertisement application date and remain effective for six (6) months. However, unless there is written notice of non-renewal of these Terms of Use from The Company, advertisers or agencies more than one (1) month prior to termination, these Terms of Use shall automatically renew for six (6) months and the same shall apply thereafter.

Article 19 - Termination

The Company, advertisers and agencies may immediately cancel the contract with advance notice if the other party falls into one of the categories below. In this case, other contracts agreed upon by The Company, Advertisers and Agencies may also be canceled at the same time.

1. The stipulations of this Agreement are violated.
2. The credibility of the Company is hurt.
3. When seizure, provisional seizure, temporary injunctions, disposition for failure to pay taxes or bankruptcy, civil rehabilitation, special liquidation happens and The Company seeks reorganization or is asked for company reorganization.
4. Dishonored notes and checks or becoming insolvent.
5. The whole business or an important part of it is transferred.
6. Big change in business environment due to mergers.
7. Credit uncertainty.
8. When business is abolished or goes into liquidation.

Article 20 - Prohibition of Rights and Obligations Transfer

The Company, advertisers and agencies shall not transfer, lend or offer as collateral all rights and obligations under these Terms of Use to a third party without the prior written consent of the other party.

Article 21 - Governing Law and Agreed Jurisdiction

1. These Terms of Use shall be interpreted pursuant to the laws of Japan.
2. It is agreed that the court of jurisdiction for all disputes arising with regards to these Terms of Use shall be the Tokyo District Court in Japan.

Article 22 - Dispute Settlement

If there is a discrepancy in interpretation of these Terms of Use or any matter not

stipulated therein, The Company, The Advertisers and The Agencies shall amicably resolve such dispute.

Article 23 - Exclusion of Anti-Social Forces

1. The Company, advertisers and agencies currently do not fall under any of the following categories through 1 to 5 and that the Company, advertisers and agencies shall not fall under any of the following: an organized crime group, a member of an organized crime group, a quasi-member of an organized crime group, a related company or association of an organized crime group, a corporate racketeer, political racketeering organizations and organized crime syndicates and such groups (hereinafter collectively the "Organized Crime Groups") in the last five (5) years and do not correspond to the anti-social elements.
 1. a person having such relationship with the Organized Crime Groups that shows the Organized Crime Groups' control over the person's management;
 2. a person having such relationship with the Organized Crime Groups that shows the Organized Crime Groups' substantial involvement in the person's management;
 3. a person having such relationship with the Organized Crime Groups that shows reliance on the Organized Crime Groups for the purpose of unfairly benefiting itself or third parties, or of damaging third parties;
 4. a person having such relationship with the Organized Crime Groups that shows provision of funds, benefits or services from the person to the Organized Crime Groups; or
 5. a person where any of the board members or other personnel substantially involved in its management is engaged in socially condemnable relationship with the Organized Crime Groups.
2. The company, Advertisers and Agencies shall not conduct any of the following actions themselves or through the use of third parties:
 1. a demand with violence
 2. an unreasonable demand beyond its legal entitlement
 3. use of intimidating words or actions in relation to transactions
 4. an action to defame the reputation or interfere with the business of other parties by spreading rumor, using fraudulent means or resorting to force
 5. other equivalent actions of above

Article 24 - Survival Clause

Article 17 (Damages), Article 20 (Prohibition of Transfer of Rights and Obligations), Article 21 (Governing Law and Agreed Jurisdiction), Article 22 (Dispute Settlement) and this Article shall remain in effect following the termination of these Terms of Use.

Supplementary Provisions

Enacted 20 December 2015

Revised 7 January 2016 (tentative)