

Terms of Use for Geniee's Advertising Management System and Services

Geniee International Pte. Ltd. (hereinafter referred to as "Geniee") has established these Terms of Use (hereinafter referred to as the "Terms") in connection with the provision of the advertising management system developed and operated by Geniee, along with the various ancillary services associated therewith (hereinafter collectively referred to as the "System and Services"). Any individual or entity wishing to use the System and Services (hereinafter referred to as the "Applicant") shall be deemed to have agreed to these Terms upon notifying Geniee of their acceptance by submitting an application form, either in written form or electronically (hereinafter referred to as the "Application Form"). Furthermore, any additional rules, guidelines, or regulations presented by Geniee in relation to the provision of the System and Services shall constitute an integral part of these Terms. In addition, the provisions and regulations presented by Geniee regarding the provision of the system and services stipulated in the Terms shall constitute part of the Terms.

Article 1 (Purpose)

1. These Terms of Use define the rights and obligations between Geniee and the Users in relation to the provision of the System and Services by Geniee to the Users. The System and Services that Geniee can provide to the Users are set forth in subsequent articles.
2. Both Geniee and the Users recognize that their transactions are based on mutual trust and shall fulfill their respective obligations stipulated in these Terms of Use in accordance with the principles of good faith and sincerity.

Article 2 (Definitions of Terms)

1. Agreement: Refers to a collective term for the contracts between Geniee and the Users concerning the use of the System and Services under these Terms of Use.
2. System: Refers to the system provided by Geniee to Users that enables advertisements submitted by Users who wish to post advertisements on the websites or advertising spaces owned by the Users to be displayed in a viewable state for Users.
3. Services: Refers to the services provided by Geniee to Users as defined in Article 7.
4. Advertising Space: Refers to advertising inventory, assets, or media available for advertising via the System, including but not limited to the internet, applications, digital signage, transit advertising, and outdoor advertising media.
5. Media Owners: Refers to entities that own, operate, and display advertisements in their advertising spaces.
6. Website: Refers to internet websites managed and operated by Media Owners where advertisements can be displayed.

7. Application: Refers to applications provided by Geniee for use on mobile devices.
8. Advertisement: Refers to marketing, promotional, or advertising content displayed in advertising spaces via physical, electronic, wireless, or other media, channels, or devices. Advertisements may include formats such as text, graphics, and rich media and can appear as email, SMS, MMS, display ads, banner ads, native ads, video ads, pop-ups, interstitials, mobile home screen ads, outdoor ads, and digital signage, among others.
9. Content: Refers to all materials comprising advertisements, including products, data, documents, images, text, videos, and audio.
10. Advertiser: Refers to Parties that purchase advertising spaces and display advertisements for marketing, promotional, or advertising purposes concerning their own products or services.
11. Agency: Refers to businesses that act as sales agents for Media Owners' advertising spaces or manage advertising placements for Advertisers. Collectively, Media Owners and their contracted agencies are referred to as "Media Owners", and Advertisers and their contracted agencies are referred to as "Advertisers".
12. User: Refers to Parties, including Media Owners, or Advertisers, who agree to these Terms of Use and receive the System and Services under this Agreement or Individual Agreements.
13. End User: Refers to Parties who view, click on, or otherwise take action on advertisements.
14. Third-Party System: Refers to systems equivalent or similar to the System that are owned or operated by third parties other than Geniee for purchasing, selling, or displaying advertisements.
15. Affiliate Service: Refers to a performance-based advertising model where Media Owners receive rewards based on achieving conditions specified in Individual Agreements by Advertisers or their representatives as a result of End-User actions.
16. Pixel Data: Refers to non-personally identifiable data obtained based on user behavior on the Website or Application, written into cookies or device-identifying data.

Article 3 (Amendment and Application of Terms of Use)

1. Geniee reserves the right to modify or add to the Terms of Use at its discretion. In the event of any changes, the effective date and details of the revised Terms of Use will be communicated to Users via Geniee's website or other appropriate methods. For changes deemed to have a significant impact on Users, Geniee shall obtain the Users' consent through methods determined by Geniee.
2. If a User continues to use the System or Services after the effective date of the revised Terms of Use, the User shall be deemed to have agreed to the changes.

3. The Terms of Use shall apply uniformly to Individual Agreements (hereinafter referred to as “Individual Agreements”) entered into between Geniee and the User concerning the System and Services. However, if an Individual Agreement specifies terms that differ from or are special provisions to the Terms of Use, the Individual Agreement shall take precedence over the Terms of Use.

Article 4 (Individual Agreements)

1. An Individual Agreement shall be established when either (i) a separate written agreement is signed between Geniee and the User, or (ii) the User submits a document (including email or other electronic means, collectively referred to as an “Order Form”) indicating their intention to utilize or order the System or Services, and Geniee issues a document (including email or other electronic means, collectively referred to as an “Acceptance Letter”) expressing its intention to accept the request.

2. Notwithstanding the preceding paragraph, if an Order Form is submitted by one party and the other party does not issue an Acceptance Letter within five (5) business days, the Individual Agreement shall be deemed established.

3. Individual Agreements shall specify specific transaction terms, such as monthly fees, billing methods, and service fees, related to the provision of the System and Services.

4. Individual Agreements may only be modified with the mutual agreement of Geniee and the User, confirmed in writing (including email or other electronic methods, hereinafter the same).

Article 5 (Subcontracting)

Geniee may subcontract all or part of the work stipulated in this Agreement and Individual Agreements to a third party at its discretion. In such cases, Geniee shall impose obligations on the subcontractor equivalent to those Geniee owes under this Agreement and Individual Agreements.

Article 6 (License for System Use)

1. During the term of this Agreement, Geniee grants the User a non-exclusive right to use the System and Services specified in the Order Form and Individual Agreements in accordance with the conditions stipulated in the Terms of Use.

2. Geniee reserves the right to use the System itself and to grant usage rights for the System and Services to third parties.

3. Users acknowledge that no additional usage rights, intellectual property rights, transfers, or assignments other than those specified in paragraph 1 are granted concerning the System and Services.

4. Users acknowledge that all intellectual property rights related to the System and Services are owned by Geniee or third parties who have granted licenses to Geniee.
5. Users may use the System solely for the purposes specified in the Order Form and Individual Agreements and shall not use it for any other purposes without prior written consent from Geniee. SSP and DSP service Users must comply with the “Advertising Placement Policy” outlined in Appendix 3.

Article 7 (Services)

1. Publishers and other related parties may utilize the System to access services that allow them to display advertisements and content from advertisers in their advertising slots, as specified in Individual Agreements.
2. Advertisers and other related parties may utilize the System to display advertisements and content they manage or create, or manage or create on behalf of others, in advertising slots owned by publishers as outlined in the preceding paragraph.
3. In addition to the provisions of the preceding two paragraphs, Users may, during the term of this Agreement and as specified in the Application Form or Individual Agreements, receive the following services:
 - (1) Advertisement production
 - (2) Distribution of advertisements to purchased advertising slots via the System
 - (3) Consulting services related to advertisement management
 - (4) Provision of reporting or analysis data obtained through the System
 - (5) Provision of data acquired through third-party systems
 - (6) Development and customization of the System
 - (7) Consulting services related to the System and services
 - (8) Support for the implementation of the System
 - (9) Other services or tasks incidental to the above items
4. Geniee and the User confirm that the rights granted regarding the System are limited to usage rights. Ownership of copyrights, patents, utility model rights, trademarks, design rights, and other intellectual property rights (hereinafter collectively referred to as “Intellectual Property Rights”) is governed by the provisions of Article 17 of the Terms of Use.
5. Compensation for the Services and payment methods shall be as specified in this Agreement, the Application Form, or Individual Agreements.

Article 8 (Prohibition of Sub-licensing)

1. Unless otherwise specified in the Application Form or Individual Agreements, Users shall not sub-license to third parties the rights to use the System and Services granted under the Terms of Use.

2. If a User sub-licenses the System and Services to a third party based on the Application Form or Individual Agreements, the actions of such third parties will be considered as actions of the User under the Terms of Use. The User shall bear full responsibility for such actions and compensate Geniee for any damages incurred as a result of such actions (including attorney fees).

Article 9 (Registration)

1. Prospective Users must review the content of the System and Services and notify Geniee of their agreement to the Terms of Use and their Application Form at their own responsibility.

2. The notification of the Application Form must be conducted by the Party intending to use the System and Services and cannot, in principle, be performed by an agent. Furthermore, the prospective User must provide Geniee with truthful, accurate, and up-to-date information when notifying the Application Form.

3. Geniee shall determine whether to approve the registration of a prospective User in accordance with Geniee's standards. If approved, Geniee will notify the prospective User, and registration will be considered complete at the time of this notification.

4. Upon completion of registration as specified in the preceding paragraph, the prospective User is deemed to have agreed to the Terms of Use, and the Agreement, governed by these terms, is established between Geniee and the User. The User may then use the System and Services in the manner determined by Geniee.

5. Geniee may refuse registration if the prospective User falls under any of the following circumstances. Geniee shall not be held liable for any damages incurred by the prospective User due to the refusal of registration:

(1) Geniee determines that the prospective User may violate the Terms of Use.

(2) The information provided in the Application Form (hereinafter referred to as "Registration Information") is false, erroneous, or incomplete.

(3) The prospective User has previously had their registration for the Services canceled.

(4) The prospective User is a minor, adult ward, or person under curatorship or assistance and lacks consent from a legal representative, guardian, curator, or assistant.

(5) The prospective User is determined by Geniee to be part of or affiliated with anti-social forces (e.g., organized crime groups or similar entities).

(6) Any other circumstances in which Geniee deems registration inappropriate.

6. Users must promptly notify Geniee of any changes to their Registration Information.

7. If the User fails to appropriately notify Geniee of changes to their Registration Information, Geniee may terminate the Agreement. In such cases, Geniee shall not be obligated to explain the termination or bear any liability, including for damages, compensation, or reimbursement of fees.

Article 10 (Obligations of Users)

1. If a User causes damage to a third party or receives claims or complaints from a third party due to reasons not attributable to Geniee in relation to the use of the System and Services, the User shall handle or resolve such issues at their own responsibility and expense. The same applies if the User suffers damage or makes claims against a third party due to the use of the System and Services.
2. Users are solely responsible for the information they transmit or post using the System and Services. Geniee makes no guarantees regarding the content of such information and assumes no responsibility for any resulting damages.
3. Users must, at their own responsibility and expense, configure their equipment according to the conditions specified by Geniee and maintain the environment necessary for using their equipment, the System, and the Services.
4. Users are responsible for connecting their equipment to the internet or other networks required for the Services using telecommunication services from providers at their own responsibility and expense.

Article 11 (Obligations of Publishers)

1. Publishers must promptly notify Geniee if they plan changes to their website that exceed the scope of normal site updates. Geniee reserves the right to immediately cancel the Publisher's registration if it deems such changes significant, and Publishers must accept this in advance.
2. Publishers must comply with Appendix 1, "Geniee Advertising Implementation Guidelines", and notify Geniee upon determining the placement of advertisements. If Geniee requests changes to the placement, Publishers must consult with Geniee to finalize the placement. If no agreement is reached, Geniee will determine the placement, and publishers must comply with Geniee's decision. Publishers must also agree that, unless approved by Geniee, they cannot specify the type or form of advertisements or identify advertisers.
3. Publishers must install tags provided by Geniee as instructed and must not remove these tags during the term of the Agreement.

Article 12 (Obligations of Advertisers)

1. Advertisers are responsible for the content of their advertisements (e.g., legality, accuracy, truthfulness, and non-infringement of third-party rights). If a third party makes claims (including damages) against Geniee due to the content of an advertisement, the Advertiser must handle such claims at their own responsibility and expense and compensate Geniee for any resulting damages (including attorney fees). However, this does not apply if Geniee is found to have acted with intent or gross negligence.

2. If instructed by Geniee, Advertisers must install specified tags and obtain the necessary permissions from the domain owner of the website where the tags are placed. Advertisers are responsible for resolving any damages or issues arising from the use of such domains and Geniee assumes no liability.

Article 13 (ID and Password)

1. Geniee may provide Users with an ID and password for accessing the management interface of the System (hereinafter referred to as the “Management Interface”). The ID and password issued by Geniee are loaned exclusively to the User and may not be sold, transferred, loaned, or otherwise disposed of by the User.
2. Users must strictly manage and store the ID and password provided by Geniee with the care of a prudent manager and bear all responsibility for any damages (including attorney fees) resulting from their use.
3. Any actions performed using the ID and password issued by Geniee will be deemed to have been performed by the User, regardless of the circumstances.
4. If the Agreement is terminated or for any other reason the use of the System and Services becomes impossible, the User must delete the ID and password provided by Geniee.

Article 14 (Fees)

1. Geniee will calculate and invoice Advertisers for fees related to the use of the System and Services and for advertising placements. Geniee will pay the corresponding amounts to Publishers. All matters related to fees (including amounts, impressions, clicks, payment terms, and other related items) are determined solely by Geniee, and Users may not dispute these decisions. Publishers also acknowledge that payment terms may change based on Advertisers’ preferences.
2. Geniee will calculate the fees for the System and Services used by Publishers for the current month by the following month. Conditional on payment by Advertisers, Geniee will transfer the fees to the Publisher’s designated account by the end of the second month following the calculation. Each Party is solely and separately responsible for its own taxes, bank transfer fees, and other necessary expenses related to payments. Geniee is not responsible for any delays or non-transfers due to banking issues.
3. If payment cannot be processed due to incomplete account information provided by the Publisher, Geniee will notify the Publisher via email or another appropriate method. The Publisher must correct the account information on the dedicated management page and respond to Geniee via email within 10 days of the notification date (“Response Deadline”). If no response is received within the Response Deadline, or if the information provided is inaccurate, the Publisher is deemed to have waived their claim to the fees, and Geniee will not be liable. If a correct response is received within the Response Deadline, Geniee will

transfer the fees by the end of the second month following the receipt of the corrected information. Transfer fees for corrected payments will be borne by the Publisher and deducted from the fees payable.

4. The payment threshold is \$100 for Paypal or Payoneer and \$200 for Wire transfers. Where the Payment Amount is less than the payment threshold, the payment of such amount shall be deferred to the end of the following month. However, Publishers may request immediate payment by agreeing to bear the transfer fees, in which case Geniee will deduct the fees from the payment amount.

5. If six months have passed since the termination of an advertisement on the website and unpaid amounts under \$100 for Paypal or Payoneer, or \$200 for Wire transfer remain deferred, Geniee's obligation to pay those amounts will be extinguished.

6. If a User violates the terms of use or causes damage to Geniee (including attorney fees) for any reason, Geniee may offset the amount of damages against fees payable by Geniee to the User.

7. Tax treatment of fees under this Article shall comply with the tax laws and regulations of the country where the Publisher's headquarters are located.

8. Invoices, payment notices, or other documents (including emails or other electronic methods) issued by Geniee regarding fees shall be considered official documents when sent from one of the following email addresses:

(1) acct@geniee.co.jp

(2) finance@geniee.co.jp

Article 15 (Intellectual Property Rights)

1. All intellectual property rights related to the System and Services shall belong to Geniee or third parties who have licensed their rights to Geniee. Users shall not dispute the validity of these rights or their ownership by Geniee or its licensors for any reason.

2. Users are granted only usage rights for the System and Services in accordance with these Terms of Use and shall not receive any transfer or assignment of intellectual property rights related to the System or Services.

3. Users shall not engage in acts that infringe on the intellectual property rights of Geniee or its licensors, including reproducing, modifying, disassembling, decompiling, crawling, scraping, reverse engineering, or any other similar actions concerning all or part of the System or Services.

Article 16 (Improvements or Changes to the System and Services)

1. Geniee may improve or modify the System and Services at its discretion from time to time, and Users shall not raise any objections to such improvements or modifications. Geniee shall not be held liable for any damages incurred by Users as a result of these changes.

2. Users shall operate the System and Services at their own risk, and Geniee shall not be responsible for any damages caused by operational errors or similar issues.

Article 17 (Suspension of the System and Services)

1. Geniee may suspend or interrupt all or part of the use of the System or Services without prior notice to Users in the following cases:

(1) For regular or emergency inspections or maintenance of the computer systems related to the System or Services.

(2) If computers, communication lines, or other systems stop functioning due to an accident.

(3) If operations of the System or Services become impossible due to force majeure events such as fire, power outages, epidemics, or natural disasters.

(4) If Geniee determines that suspension or interruption is necessary for any other reason.

2. Geniee may terminate the provision of the System or Services at its discretion. In such cases, Geniee will notify Users in advance.

3. This Article shall take precedence over the preceding Article, and Geniee shall not be held liable for any damages incurred by Users due to measures taken under this Article.

Article 18 (Prohibited Acts)

1. Users shall not engage in any of the following acts when using the System and Services:

(1) Infringing on the intellectual property rights, portrait rights, privacy, reputation, or other rights or interests of Geniee or third parties.

(2) Violating laws or internal rules of industry associations to which the User belongs.

(3) Altering the System or Services.

(4) Engaging in acts that may interfere with the provision of the System or Services.

(5) Causing disadvantage or damage to Geniee.

(6) Committing acts contrary to public order and morality.

(7) Submitting false reports to Geniee.

(8) Creating or providing systems or services similar to the System or Services without prior notice to Geniee.

(9) Concurrently using or replacing the System or Services with similar systems or services without prior notice to Geniee.

(10) Damaging the credibility or reputation of the System or Services.

(11) Illegally using the registration or authentication information of other Users or prospective Users.

(12) Engaging in other acts deemed inappropriate by Geniee.

2. If any prohibited act specified in the preceding paragraph is committed, the User shall pay the equivalent value of the fees related to Individual Agreements incurred within six months

from the time the prohibited act occurred. Geniee may terminate this Agreement and Individual Agreements and may also claim damages against the User.

3. Neither Geniee nor the User shall provide kickbacks, incentives, or similar payments to employees of the other party. Excessive demands for kickbacks or incentives are also prohibited. Violators must pay the equivalent value of all past payments or receipts under this Agreement and Individual Agreements.

Article 19 (Disclaimer of Warranties and Exclusions of Liability)

1. As stated in Article 16, since the System and Services may be periodically improved or modified, Geniee does not warrant that the System and Services will have specific functionalities or that they will meet the User's objectives.

2. Geniee does not guarantee that the System and Services are free from errors or bugs, that they will operate continuously without interruption, or that they will be free of harmful computer viruses or other malicious software. Geniee also does not guarantee the provision of security methods to ensure the complete safeguarding of the matters listed in this section.

3. Geniee does not guarantee any results related to the use of the System and Services, such as improvements in sales or other effects arising from the use of the System and Services.

4. Geniee is not liable for any damages incurred by the User due to equipment malfunctions or damage related to the use of the System and Services.

5. Geniee does not guarantee that the System or Services will always be restored or repaired to their original condition in the event of a defect.

6. Geniee may conduct management or monitoring to ensure the smooth operation of the System or Services but is not obligated to do so.

7. The User agrees to use the System and Services at their own risk, deciding for themselves whether the transmitted data, including its truthfulness, legality, safety, appropriateness, reliability, re-application, accuracy, completeness, and the presence of viruses, are suitable. Geniee will not be liable for any damage caused by such use.

8. The User agrees to back up data within the System and Services at their own cost and responsibility. In case data is corrupted or lost due to external factors, Geniee will not be responsible for data recovery or any associated damages.

9. Geniee is not liable for any damages caused by interruptions, suspensions, unavailability, or modifications to the System or Services, deletion or loss of User information, cancellation of registration, loss of data, equipment malfunctions, or any other related issues.

10. The information provided within the System and Services (such as advertiser information) is the responsibility of the User. The User agrees that Geniee does not guarantee the truthfulness, legality, safety, appropriateness, usefulness, accuracy, or expiration of such information and will use it at their own risk. Geniee is not liable for any damages caused by such information.

11. The User indemnifies Geniee against all damages, liabilities, and claims arising from the use of the System and Services.
12. The User is responsible for investigating whether using the System and Services complies with applicable laws or internal rules of the User's industry. Geniee does not guarantee that the use of the System and Services will comply with any laws or regulations the User is subject to.
13. Geniee does not guarantee that advertisements within the System and Services will be displayed correctly or that the calculation of compensation will be accurate, independent of the User's operating environment.
14. The User agrees to fully accept the display counts, click counts, conversion counts, etc., specified in individual contracts and will not dispute the results.
15. If the User utilizes third-party services in connection with the System and Services, they are responsible for managing such accounts, and Geniee will not be held responsible for the validity or expiration of such accounts.
16. Geniee does not guarantee the distribution of advertisements within the advertising slots of media companies, and these companies agree not to raise any objections even if the advertisements are not distributed as expected.

Article 20 (Rights Related to Information)

1. Geniee may access and use information related to the User (including personal information) obtained through the System or Services for the purpose of checking the operation of the System, improving the System or Services, market analysis, new business development, or other necessary operations within Geniee's scope. The User agrees to this use. If a third party provides personal information to the User, the User agrees to obtain consent from that individual in advance.
2. Geniee may retain and use all information provided by the User according to Geniee's privacy policy (URL: <http://en.geniee.co.jp/privacy.html>). The User agrees that Geniee may transfer and disclose personal information related to the User as necessary for legal purposes, such as responding to valid legal procedures like subpoenas, search warrants, or court orders. Geniee will not be responsible for any such disclosures.
3. The User is required to inform their privacy policy of the following matters:
 - (1) Third-party advertisers, including Geniee, may use cookies to display ads based on browsing history.
 - (2) Geniee or its clients may use cookies to display ads based on information about the User's access to advertisements.
 - (3) Users can opt out of cookies used by Geniee and other third-party providers or ad networks.

4. When obtaining EU personal data as defined in the GDPR, the provisions of the GDPR will apply as outlined in Appendix 2.

Article 21 (Validity Period)

The validity period of this Agreement shall commence from the date when the User completes the registration based on Article 9, and shall continue until the User's registration is canceled or this Agreement is terminated. However, even if this Agreement is terminated, the terms of the User Agreement shall remain in effect during the period of use of the system and services specified in the application form or individual contract.

Article 22 (Termination)

1. Geniee may immediately cancel the User's registration or terminate this Agreement and any individual contracts without notice by providing written notification to the other party if any of the following events occurs:

- (1) Violation of any provision of this Agreement or individual contract;
- (2) Discovery of false information in the registration details;
- (3) Use or attempt to use the system and services for purposes or in ways that may cause damage to Geniee or third parties;
- (4) No use of the system and services for more than six months, and no response to Geniee's communication;
- (5) Falling under any of the items in Article 9, Section 5;
- (6) Suspension or inability to make payments, or the filing of a petition for bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization, or similar proceedings;
- (7) Issuance of dishonored promissory notes or checks, or measures such as suspension of transactions at a clearing house;
- (8) Temporary attachment or provisional seizure orders that remain effective for more than 15 (fifteen) days, or filing for attachment or auction;
- (9) Failure to pay public taxes;
- (10) Dissolution (except in the case of a merger), initiation of liquidation, or transfer of all or substantially all of the business to a third party;
- (11) Receiving a business suspension order or cancellation of business licenses or registration from a supervisory authority;
- (12) Deterioration of assets or creditworthiness, or any reasonable grounds for concern;
- (13) Discovery that the directors, auditors, employees, or other members, shareholders, business partners, or advisors are related to anti-social forces (e.g., gangsters, extremist groups, or other similar entities) or are involved in supporting or cooperating with such groups, and failure to resolve the issue after notification to do so within a reasonable period.

2. If the User's registration is canceled or the contract is terminated based on the previous section, the User shall automatically lose any benefits from the contract and shall immediately pay all outstanding debts to Geniee.
3. Geniee shall not be liable for any damages arising from the cancellation of registration or termination of the Agreement.
4. Geniee may, at its discretion, terminate this Agreement or individual contracts in whole or in part by notifying the User at least 30 days in advance.
5. If registration is canceled or the contract is terminated under this article, the User shall return or destroy all information, software, manuals, and materials related to the system and services provided by Geniee according to Geniee's instructions.

Article 23 (Compensation for Damages)

1. If either party violates this Agreement and causes damage to the other party, they shall be liable for compensation for such damages. However, unless otherwise specified in the Terms of Use, the liability for compensation shall be limited to direct and ordinary damages, excluding indirect damages such as lost profits and business opportunities, and Geniee's liability for damages shall be limited to the total amount of service fees actually received from the User within six months from the time the damage occurred.
2. If the User is unable to use the system and services due to telecommunication lines, equipment, or services provided by third parties that Geniee rents or obtains, the total amount of damages to be compensated to all Users who are unable to use the service will be limited to the amount Geniee receives as compensation from the telecommunications provider or third party.
3. If there are multiple Users who are entitled to compensation under the previous section, the total compensation amount paid to Users shall be distributed proportionally based on the amount Geniee receives as damages from the third party.

Article 24 (Force Majeure)

Neither party shall be liable for failing to perform its obligations (excluding monetary obligations such as payment deadlines) under the terms of this Agreement due to circumstances beyond its reasonable control (including but not limited to fire, power outages, hacking, computer viruses, earthquakes, floods, war, epidemics, trade suspensions, strikes, riots, inability to secure materials and transportation facilities, or government intervention) for the duration of such circumstances.

Article 25 (Confidentiality)

"Confidential Information" as defined in these terms refers to all information regarding the technology, business, operations, finances, organization, and other matters of the disclosing

party that is provided or disclosed by the other party orally, in writing, or through other media, or that is learned by the receiving party in relation to these terms. Information obtained from the system and services shall be treated as Geniee's confidential information. However, the following shall be excluded from "Confidential Information": (1) Information that was already publicly known or known by the receiving party at the time of disclosure or acquisition; (2) Information that became publicly known after being disclosed or acquired, due to reasons not attributable to the receiving party; (3) Information lawfully obtained from a third party without any confidentiality obligations; (4) Information that was independently developed without using confidential information; (5) Information confirmed in writing by the disclosing party as not requiring confidentiality.

2. The Parties to the contract under these terms shall use the confidential information solely for the purpose of these terms and shall not provide, disclose, or leak the confidential information to any third party without the written consent of the disclosing party.

3. Notwithstanding the preceding paragraph, the User agrees that Geniee may disclose confidential information to Geniee's group companies, agents, and business partners (collectively, "Affiliated Companies") within the scope of the purpose of these terms. The Affiliated Companies shall bear confidentiality obligations equivalent to those of Geniee, and if the User suffers damage due to reasons attributable to the Affiliated Companies, Geniee shall be jointly liable for compensating the damages with the Affiliated Companies.

4. Notwithstanding the provisions of the second paragraph, the Parties to the contract may disclose confidential information in compliance with laws, orders, demands, or requests from courts or government agencies. However, if such an order, demand, or request is made, the party receiving the request must promptly notify the disclosing party as soon as reasonably possible.

5. If the Parties to the contract reproduce documents or other records containing confidential information, they shall obtain the disclosing party's prior consent, and any reproduced copies shall be handled in accordance with the second paragraph.

6. Upon termination of this Agreement or at the request of the disclosing party, the receiving party shall immediately return or destroy the confidential information, documents, records, and all copies thereof in accordance with the instructions of the disclosing party.

Article 26 (Personal Information)

1. Geniee shall acquire and use personal information (as defined in Article 2 of the Personal Information Protection Act) for the following purposes:

- (1) To provide the system and services to the User;
- (2) To bill for the system and services;
- (3) To improve the system and services and develop new services and functions;
- (4) To prevent violations of the terms of use of various services operated by Geniee.

2. The Parties to the contract under these terms are obligated to manage personal information acquired in connection with the contract under these terms and any personal information contained in the system in accordance with applicable laws and regulations.
3. Other provisions related to the handling of personal information shall be governed by Geniee's privacy policy.
4. When the User acquires personal information using the system and services, the User shall comply with applicable laws and regulations regarding the acquisition and management of such information.
5. If the User registers personal information in the service, the User must obtain prior consent from the data subject (the individual to whom the personal information pertains) for registering such information in the service.
6. When Geniee receives personal information from the User as described in the previous paragraph, it will treat the information as having been obtained with the User's consent, and the User agrees to this.
7. Upon termination of this Agreement or at the User's request, Geniee shall promptly dispose of the personal information obtained.
8. If the User acquires EU personal data as specified in Appendix 2, the special provisions in Appendix 2 shall apply.

Article 27 (Privacy Policy)

1. If the User installs Geniee's tag on a website to receive the system and services, the User must post a privacy policy on the website and clearly specify the handling of personal information and other data.
2. The User must indicate in the privacy policy that they are collecting pixel data (non-personally identifiable data based on user behavior on websites or applications, such as cookie data or device identifiers) and must not bypass privacy features such as opt-out functionality. If pixel data is matched with the User's data and becomes personal information, the User is responsible for obtaining consent from the data subject in accordance with personal information protection laws.
3. The User shall indicate in the privacy policy that pixel data may be provided to third parties and must display a hyperlink to Geniee's privacy policy page.

Article 28 (Public Announcement)

Geniee may announce its business relationship with the User for its own advertising, sales, etc., and the User agrees to this.

Article 29 (Prohibition of Transfer)

1. The User shall not transfer, pledge, or dispose of any position, rights, or obligations under the Agreement and individual contracts to a third party without prior written consent from Geniee.

2. If Geniee transfers the business related to the system and services to a third party, Geniee may transfer the position, rights, obligations, and the User's registration information and other client data related to the individual contracts to the recipient of the business transfer. The User agrees to such transfer in advance as set forth in this paragraph. This business transfer includes not only regular business transfers but also cases such as company splits or any situation where the business is transferred.

Article 30 (Exclusion of Anti-Social Forces)

1. Each party to this Agreement represents and warrants that they are not currently, nor in the past five years, members of any violent group, individuals who were once members of a violent group, quasi-members of a violent group, or any similar organizations, and will not be in the future. They further warrant the following:

(1) They do not have a relationship where violent group members are recognized to control the management.

(2) They do not have a relationship where violent group members are substantially involved in management.

(3) They do not utilize violent group members for unjust purposes or to harm third parties.

(4) They do not provide funds or conveniences to violent group members.

(5) They do not have a relationship where any of their executives or key managers have socially criticized ties to violent groups.

2. Each party to this Agreement assures that neither they nor any third parties will engage in the following acts:

(1) Violent demands.

(2) Unreasonable demands exceeding legal responsibilities.

(3) Threatening actions or using violence in relation to business transactions.

(4) Spreading rumors, using fraudulent or coercive tactics to damage the credibility of the other party or obstruct their business.

(5) Any other acts similar to the above.

Article 31 (Entire Agreement)

This Agreement constitutes the entire agreement between Geniee and the User regarding the terms included in the Terms of Use and supersedes any prior oral or written agreements or understandings between the Parties related to these matters.

Article 32 (Severability)

If any provision or part of this Agreement is deemed invalid or unenforceable, the remaining provisions of the Agreement will continue in full force and effect. The Parties will modify the invalid or unenforceable provision to ensure its legality and to preserve its legal and economic effect.

Article 33 (Survival Provisions)

The provisions of Articles 14, 15, 18 through 23, 26, 29, 30, this Article, and Articles 34 and 37 will remain in effect after the termination of this Agreement. However, Article 25 will remain effective only for three years after the termination of the Terms of Use.

Article 34 (Governing Law and Jurisdiction)

This Agreement and Individual Agreements are governed by and construed in accordance with the laws of the Republic of Singapore. Any disputes arising out of or in connection with this Terms of Service shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (the “SIAC”) for the time being in force which rules are deemed to be incorporated by reference to this Article. The tribunal shall consist of one (1) arbitrator to be appointed by the Chairman of the SIAC. The arbitrators’ decision shall be final and the arbitration proceedings shall be conducted in English.

Article 35 (Consultation)

For matters not specified in this Agreement or for any ambiguities in interpretation, the Parties will resolve them in good faith according to applicable laws and customs.

Article 36 (Others)

Both Geniee and the User confirm that in the case of concluding this Agreement or Individual Agreements electronically, documents sent from the following email address will be treated as formal documents: gi_legal@geniee.co.jp.

Supplementary Provisions

These Terms of Use will come into effect on March 1, 2025. Any contracts or other agreements already concluded based on prior versions of the Terms of Use regarding the system and services will remain valid.

“Geniee Ads Platform System and Service Terms of Use” - Geniee International Pte. Ltd.

Appendix 1

Advertising Implementation Guidelines

Article 1 (Basic Principles)

These Advertising Implementation Guidelines (hereinafter referred to as the “Guidelines”) apply to websites, etc., where advertisements are placed using the system and services provided by Geniee International Pte. Ltd. (hereinafter referred to as “Geniee”). Users are required to comply with these standards for advertising implementation.

Article 2 (Judgment of Whether Advertising Implementation is Allowed)

Geniee will individually determine whether advertising implementation is permissible based on these Guidelines. Geniee may refuse to implement advertisements even if the standards are met. Likewise, advertisements that do not meet the standards may be allowed. In any case, the User acknowledges in advance that Geniee may not always be able to explain the reasons for such decisions.

Article 3 (Suspension of Distribution, Termination of Contract)

If a violation of these Guidelines is discovered, Geniee may suspend the distribution of advertisements using the system and services without prior notice and may suspend all or part of the service to the User. Geniee may also suspend the advertisement distribution or terminate the contract without prior notice or demand and may claim damages for any losses caused.

Article 4 (Obligations of Media Companies)

If the User or Geniee receives any claims or damage compensation requests from advertisers, business partners, sponsors, or third parties regarding the distribution of advertisements (hereinafter referred to as “Claims”), the User must resolve these at their own responsibility and expense and compensate Geniee for any damages (including attorney fees) suffered in connection with such Claims.

Article 5 (Advertising Implementation Policies)

The following implementations are prohibited:

- (1) Inviting unintended clicks by the User (excluding reward ads);
- (2) Options for exiting an ad (such as close buttons or icons) being difficult to see;
- (3) Implementing overlapping ads with the same display style;
- (4) Ads that reward Users for clicking or ads that might be mistaken by Users for rewarding them;
- (5) Implementing ads on distribution destinations not permitted by Geniee;

- (6) Interstitial ads with no option to exit except by interacting directly with the ad (click, tap, etc.);
- (7) Implementing interstitial ads where site content is still accessible while the ad is displayed;
- (8) Any other implementation deemed inappropriate by Geniee.

Appendix 2

Special Provisions Regarding GDPR

1. Definitions

The following terms used in this special provision shall have the meanings defined below:

- (1) “GDPR” refers to the EU General Data Protection Regulation 2016/679 (Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)).
- (2) “EU Personal Data” refers to “personal data” as defined in Article 4, Section 1 of the GDPR, which pertains to natural persons (referred to as “Users”) in the European Economic Area (EEA), where the GDPR is directly applicable.

2. Obligations of the Parties

- (1) The Parties to this Agreement shall comply with all applicable privacy, data security, and data protection laws, regulations, and rules, including the GDPR.
- (2) The Parties to this Agreement shall take appropriate technical and organizational measures required by the GDPR to protect EU personal data.
- (3) When a registrant provides EU personal data to Geniee, they must, in accordance with the GDPR, clearly explain the purpose, use, and necessary information of the data collection to the User, obtaining the User’s freely given, specific, and informed consent through a positive act. The registrant shall collaborate with Geniee to ensure the method of explanation and consent acquisition complies with the GDPR’s requirements.
- (4) If the registrant transfers EU personal data from the EEA to a non-EEA region, they must, in accordance with the GDPR, clearly explain the necessary information regarding the data transfer to the User and obtain the User’s freely given, specific, and informed consent through a positive act. The registrant shall collaborate with Geniee to ensure the method of explanation and consent acquisition complies with the GDPR’s requirements.
- (5) In the event of amendments to the GDPR or the implementation of new laws, regulations, or rules regarding privacy, data security, or data protection in the applicable jurisdiction, or if personal data protection guidelines related to the GDPR are published by public authorities in Japan or the EU, the Parties to this Agreement shall consult and cooperate to take the necessary measures to comply with such new laws, including changes to the contract and methods for obtaining privacy or data subject consent.

Appendix 3

Advertising Placement Standards Policy

Advertising Placement Standards: Content

Note: This applies only to Users of SSP and DSP services.

Overview

As stated in the “Geniee Ads Platform System and Service Terms of Use” and the “System and Service Use Agreement”, the following media types are prohibited from displaying ads:

The “Guidelines for Ensuring the Quality of Advertising Traffic” are also based on the following standards:

It is strictly prohibited for site operators to provide information on their websites that contains, integrates, or associates with information obtained through this service or its related service, such as:

- (a) False information;
- (b) Content that damages the reputation or credit of others;
- (c) Obscene expressions, harmful information to youth, or nude images;
- (d) Infringement of Geniee’s or third parties’ intellectual property rights, privacy rights, reputation, or other rights or interests;
- (e) Computer viruses or other harmful computer programs;
- (f) Content contrary to public morals;
- (g) Content that violates laws, or the internal rules of industry associations to which Geniee or the site operator belongs;
- (h) Other content deemed inappropriate by Geniee.

Advertising Placement Standards: Traffic Quality

Overview

As stated in the “Geniee Ads Platform System and Service Terms of Use” and the “System and Service Use Agreement”, the following actions that exploit the digital advertising system for fraudulent or accidental gains are prohibited:

- (a) Generating ad views or clicks without the User’s intention, whether malicious or not;
- (b) Hiding ads in a way that makes them invisible to viewers (commonly known as hidden ads);
- (c) Forcing viewers to be redirected from other websites to increase traffic (commonly known as “Click Fraud”);
- (d) Deceiving and confusing people by intentionally spoofing domains, devices, or registration information;
- (e) Delivering ads to domains other than the registered domain;
- (f) Other actions deemed fraudulent by the company.