

AppDriver Terms of Use

These AppDriver Terms of Use (hereinafter referred to as “these Terms of Use”) provide terms and conditions applicable to relationships between Adways Innovations Singapore Pte. Ltd. (hereinafter referred to as “Adways”) and the Service User as defined below.

If there are any individual terms of use other than these Terms of Use, such individual terms of use and these Terms of Use shall constitute a one and only set of terms of use. Prior to any use of the Services, the Service User must agree with all of such terms of use. The Service User hereby acknowledges that by using the Services, it is deemed to have accepted all of such terms of use.

If these Terms of Use and any individual terms of use conflict with each other, such individual terms of use shall have priority. If there is no conflict between these Terms of Use and any individual terms of use, they shall apply concurrently.

Article 1 (Definitions)

1. AppDriver

“AppDriver” refers to the advertisement system for smartphone applications, which is provided and operated by Adways, and collectively refers to a corporate system which includes “AppDriver”, “AppDriverKorea”, and “AppDriverASIA” (hereinafter referred to as the “Services”).

2. Service Users

“Service Users” collectively refers to the persons using the Services.

3. Marketers, Media Applications, etc., and Users

“Marketers” refers to the Service Users who seek to obtain rewards by posting advertisements on behalf of the Advertisers on the Media Applications, etc., and by encouraging, through the Media Applications, etc., the Users to download the Advertising Applications and to purchase products and services within the Advertising Applications.

“Media Applications, etc.,” refers to applications and websites operated by the Marketers.

“Users” refers to the persons who will view advertisements of the Advertisers posted on the Media Applications, etc., and will download the Advertising Applications and purchase products and services within the Advertising Applications.

4. Advertisers and Advertising Applications

“Advertisers” refers to the Service Users who wish to post advertisements on the Media Applications, etc., and to encourage, through the Media Applications, etc., the Users to download the Advertising Applications and to purchase products and services within the Advertising Applications.

“Advertising Applications” refers to applications that are operated by the Advertisers in order to provide their products and services.

5. Promotion

“Promotion” collectively refers to promotion activities of the Advertisers by using the AppDriver Program and by posting advertisements on the Media Applications, etc. One unit of Promotion shall be comprised of one type of advertisement to be posted. The Advertisers may determine conditions for Results and Performance and may select the Media Applications, etc., per one unit of Promotion.

6. Results, Success Rewards, Result Rewards, and Service Charges

“Results” refers to the actions of the Users, such as download of the Advertising Applications and purchase of products and services within the Advertising Applications. The Results are calculated by the AppDriver Program within the Media Applications, etc., on the basis of the User’s actions for which the Success Rewards will be paid. The actions of the Users, for which the Success Rewards will be paid, and the conditions of the Success Rewards, etc., for such actions shall be determined in advance either by the Advertisers or by Adways; such actions and conditions shall be referred to as the conditions for Results.

“Success Rewards” refers to the amount to be paid by the Advertisers to Adways in accordance with the number of Results obtained from the Users and conditions for Results.

“Result Rewards” refers to the amount (including tax) to be paid by Adways to the Marketers from the amount of the Success Rewards, on the condition that Adways receives the Success Rewards from the Advertisers. The Result Rewards shall be calculated when the Advertisers verify the Results.

“Service Charges” refers to the amount, which is obtained by subtracting the Result Rewards from the Success Rewards, and which is received by Adways.

7. AppDriver Program

“AppDriver Program” refers to the program that Adways provides to the Service Users; the Service Users will install the AppDriver Program in applications in order to use the functions of the AppDriver.

Article 2 (Application and Acceptance)

1. The Service Users shall enter the necessary items in a registration form or application form specified by Adways and shall make an application with the necessary documents attached. When Adways accepts such application after examination, these Terms of Use shall come into force and an agreement on the Services shall be deemed to have been established between the Service Users and Adways (hereinafter referred to as the “Agreement”). However, if there is any deficiency in entries of the necessary items, or if Adways determines that it is not appropriate to accept the application, Adways may refuse to accept the application; in such case, Adways shall not assume any responsibility, even if the Service Users suffer any damages due to such refusal.

2. Individuals who are below the age of 18 are prohibited from using the Services. Any individual who is aged 18 or above but who is below the age of 20 shall obtain consent of the person who has parental

authority over him/her, when making the application under the preceding paragraph.

Article 3 (Basic Management Fee, Guarantee Money, and Deposit Money)

1. Only if Adways deems it necessary in accordance with the standards set by Adways, and if the Service User intends to use the Services, the Service User shall be required to pay the guarantee money or basic management fee, no later than the date designated by Adways, to the bank account specified by Adways, in an amount determined by Adways (any transfer fee shall be borne by the Service User). If Adways cannot confirm payment of the guarantee money or basic management fee, Adways may postpone or suspend initiation of the Services.
2. If any debt of the Service User owed to Adways remains unpaid at the time when the Service User terminates the use of the Services, Adways shall return to the Service User the guarantee money after subtracting an amount of such debt from the guarantee money. No interest shall accrue on the guarantee money.
3. Only if Adways deems it necessary in accordance with the standards set by Adways, the Service User shall be required to make advance payment of the guarantee money or basic management fee prior to initiation of the Services, to the bank account specified by Adways (any transfer fee shall be borne by the Service User).
4. The basic management fee shall be paid in full when the Promotion is initiated. No basic management fee shall be reimbursed to the Service User.

Article 4 (Optional Service)

If the Service User makes an application for an optional service that is prescribed by Adways and separately indicated, the Service User shall pay to Adways several optional service fees that are prescribed by Adways and separately indicated.

Article 5 (Determination of the Period and the Unit Price of Success Rewards)

1. The Advertiser shall determine the period, unit price of the Success Rewards, and conditions for Results no later than the initiation of the Promotion, and shall give notice about such determination to Adways in accordance with the methods prescribed by Adways.
2. In principle, Adways may, at its own discretion, determine amounts of the Result Rewards to be paid to the Marketers.

Article 6 (Advertiser)

1. When the Advertiser initiates the use of the Services and the Promotion, the Advertiser shall make advance payment of an expected total amount of the Success Rewards (hereinafter referred to as the "Success Rewards Advance Payment"), which are in principle calculated by Adways or which are determined by the Advertiser, to the bank account specified by Adways (any transfer fee shall be borne by the Service User), prior to initiation of the Promotion. If Adways cannot confirm that the Advertiser has made the Success Rewards Advance Payment, Adways may postpone or suspend initiation of the Promotion. No interest shall accrue on the Success Rewards Advance Payment.
2. If, during a period of each Promotion for the Advertiser, Adways determines that the total amount of the Success Rewards, which is calculated by Adways for each Promotion, has exceeded or is feared to exceed the amount of the Success Rewards Advance Payment, Adways may take necessary measures, such as suspension of the Promotion for the Advertiser; in such case, Adways shall not assume any responsibility for the measures taken, including suspension, and the Advertiser shall agree with, and shall not raise any objection against, the measures taken by Adways.
3. If any debt of the Advertiser owed to Adways remains unpaid at the time when the Advertiser terminates the use of the Services, Adways shall return to the Advertiser the Success Rewards Advance Payment after subtracting an amount of such debt from the Success Rewards Advance Payment. No interest shall accrue on the Success Rewards Advance Payment.

Article 7 (Change, Modification, or Addition of Promotion Contents)

1. By making application to Adways in accordance with the methods prescribed by Adways, the Advertiser may suspend, change, modify, add, or delete the contents of the Promotion to be distributed and conditions for Results.
2. Adways shall give to the Marketers prior notices of suspension, change, modification, addition, or deletion under the preceding paragraph by means of e-mail or website notice, provided that the prior notice shall not be required in case of emergency.
3. The Marketers acknowledge in advance that there may be a suspension, change, modification, addition, or deletion under this Article in accordance with the wishes of the Advertisers. In addition, the Marketers acknowledge in advance that, if the Advertisers intend to change any advertising materials posted by the Marketers, such advertising materials may be replaced with new advertising materials without obtaining the consent of the Marketers.

Article 8 (Termination of Promotion)

1. Termination of the Promotion means that Adways or the Advertiser terminates future participation by the Marketer in the Promotion.
2. By making application to Adways in accordance with the methods prescribed by Adways, the Advertiser may terminate the participation of the Marketer in the Promotion. The Marketer

acknowledges in advance that the participation of the Marketer in the Promotion may be terminated by the Advertiser.

3. By making application to Adways in accordance with the methods prescribed by Adways, the Marketer may, at any time, withdraw its participation in the Promotion. The Advertiser acknowledges in advance that the Marketer may, at any time, withdraw its participation in the Promotion.

4. The Service Users acknowledge in advance that Adways may, at its own discretion, terminate the participation of the Marketers in the Promotion, and that reasons for such termination and criteria for Adways' determination on such termination shall not, as a general rule, be disclosed.

Article 9 (Confirmation of Results and Final Determination of the Unit Price of Result Reward)

1. In principle, the Advertisers shall use the automatic confirmation as the method to confirm the Results. Each Result shall be confirmed and finalized upon the occurrence of such Result. The Advertisers shall, without any objection, approve the Results so finalized.

2. Upon confirmation of a Result, the Result Reward shall become payable for such Result and the Advertiser shall be obligated to pay the Success Reward to Adways. In principle, the confirmed Result shall not be cancelled or withdrawn. However, the Marketers acknowledge in advance that if Adways deems it reasonable, a Result may not be approved or disapproved within the 30-day confirmation period, and the contents of a confirmed Result may be changed.

Article 10 (Obligation to Pay Result Reward)

1. The Advertiser shall be obligated to pay to the Marketers the Result Rewards accrued from the Services. Adways shall handle the affairs related to payments of the Result Rewards to the Marketers, on behalf of the Advertiser; Adways itself shall not assume any obligation to pay the Result Rewards to the Marketers (including obligation to pay the Result Rewards jointly and severally with the Advertiser). Only when Adways receives the total amount of the Result Rewards from the Advertiser, Adways shall handle the affairs related to payments of the Result Rewards to the Marketers on behalf of the Advertiser.

2. If the Advertiser delays transferring to Adways any part of the Result Rewards to be paid to the Marketers, Adways shall not handle the affairs related to payments to the Marketers. In such case, the Advertiser shall be responsible for any and all damages suffered by the Marketers due to such delay and the Advertiser shall not assume any responsibility for such delay in any manner whatsoever.

Article 11 (Payment Method of the Success Rewards and the Services Charges)

On the basis of entrustment from the Marketers, Adways shall aggregate the Results of all the Marketers in relation to the Advertiser at the end of every month; Adways shall finalize the amount of the Success Rewards and option service fees at the exchange rate of the last day of every month and

shall issue invoices to the Advertiser. The Advertiser hereby agrees that the amounts of such Success Rewards and optional service fees shall be paid by subtracting such amounts from the Success Rewards Advance Payment. However, if the amounts of such Success Rewards and optional service fees exceed the Success Rewards Advance Payment, the Advertiser shall pay the amount equivalent to the excess no later than the 10th day of the month after the next month to the bank account specified by Adways (any transfer fee shall be borne by the Advertiser).

Article 12 (Handling Affairs Related to the Payment of Result Rewards)

1. On the basis of entrustment from the Advertiser, Adways shall handle affairs related to the payment of the Result Rewards to the Marketers by the Advertiser on a monthly basis; Adways shall aggregate the total amounts of the Result Rewards at the exchange rate of the last day of every month and shall transfer the Result Rewards to the bank account specified by each of the Marketers. Marketers shall choose the minimum threshold to be paid either from 50USD or 100USD. If an amount of the Result Reward to be paid is less than the minimum threshold determined by Marketers the payment of the Result Reward shall be deferred to the subsequent payment date.
2. The period during which Adways handles affairs related to payments under the preceding paragraph shall be the 1st day to the last day of each month. Adways shall transfer each payment to the relevant bank accounts on the last day of the month after the next month; if the last day is a bank holiday, Adways shall transfer each payment on a bank business day.
3. When Adways completes the transfer of payment to the account designated by Marketers, it shall be deemed that Adways has completely performed the affairs related to payment. Even if the transfer of payment is not made or delayed owing to any reason on the side of the financial institution, Adways shall not assume any liability to the Marketers.
4. If Adways cannot transfer the payment owing to bank account information incorrectly registered by the Marketer, Adways shall give to the Marketer an e-mail notice to that effect in accordance with the contact information registered by the Marketer. In response, the Marketer shall modify its bank account information in the exclusive management page within 10 days from the date when Adways sent the e-mail (hereinafter referred to as the "Response Period") so that Adways will be able to transfer the payment, and shall give to Adways e-mail notice to that effect so that Adways accurately recognize the bank account information.
5. The Marketer hereby agrees with no objection that, if no e-mail notice is received by Adways from the Marketer within the Response Period, or if the Marketer fails to provide Adways with correct information on the specified bank account within the Response Period owing to delayed arrival or character corruption of the e-mail or owing to any other reasons, the Marketer shall be deemed to have waived the right to claim payment of the Result Rewards.

6. If the e-mail notice is received by Adways within the Response Period and the Marketer provides Adways with correct information on the specified bank account by which Adways will be able to make the payment transfer, Adways shall transfer the payment of the Result Rewards to the Marketer on behalf of the Advertiser, on the 15th day of the month following the month during which Adways has received the e-mail about the specified bank account. Any transfer fee required for the cancellation of remittance and the payment transfer to the specified bank account after correction shall be borne by the Marketer.

7. In case of payment to countries stated hereinbelow on behalf of the Marketer of Advertiser in this provision, Adways shall subcontract such alternate service to the companies below and the Service User shall agree to the subcontract in advance and shall not raise any objection.

Japan	4th Floor, Sumitomo Fudosan Shinjuku Oak Tower, 6-8-1 Nishi-Shinjuku, Shinjuku-ku, Tokyo Adways Inc. President & CEO Haruhisa Okamura
South Korea	Regency 2F, 836-50, Yeoksam 1-dong, Gangnam-gu, Seoul ADWAYS KOREA, INC.
Taiwan	2-11F, No.510 Zhongxiao East Rd Sec. 5, Xinyi District, Taipei 110 JS ADWAYS MEDIA Inc.

8. If the Marketer newly makes application to become a Marketer but fails to meet the examination standards of Adways, Adways shall not handle any affairs related to payment of the Result Rewards, which are accrued by then, to the Marketer.

9. In case the Marketer cancels the Agreement, if the total unpaid amount of the Result Rewards is less than the minimum threshold determined by Marketer (50USD or 100USD), Adways shall not handle any affairs related to the payment of the Result Rewards to the Marketer. In the same manner, if any Result is confirmed after a lapse of a certain period of time following termination of the Agreement, Adways shall not handle any affairs related to the payment of the Result Rewards to the Marketer.

10. If no Result was achieved by the Marketer for the past one year, Adways shall not handle any affairs related to the payment of the Result Rewards to the Marketer.

11. Any tax practice for amounts of the Result Rewards under this Article shall be in accordance with provisions of laws and regulations, including tax laws.

Article 13 (Compliance by the Service User)

1. The Service User shall comply with the following requirements:

(1) the Service User shall not operate any application, etc., that posts links to adult sites, adult content, or adult banners, that encourage violence or abuse or racial discrimination, that has a strong adult touch and is deemed inappropriate by Adways, or that is against laws or public order and moral, and any other application, etc., that is deemed inappropriate by Adways;

(2) the operator of the application, etc., shall be 18 years or above;

(3) the Service User shall not declare or provide false information to Adways and other Service Users;

(4) the Service User shall carefully read and faithfully comply with the provisions of the Agreement;

(5) no false or incorrect data or information shall be provided to Adways after initiation of the program;

(6) the Service User was never expelled from the Services in the past;

(7) the Service User is able to communicate by e-mails without delay;

(8) the Service User is able to communicate with Adways in a decent and polite manner;

(9) the Service User agrees that if the Service User falls under any of the following items, Adways may refuse to pay the Result Rewards and the Service User will not raise any objection against such refusal:

(i) the Service User fails to meet the examination standards of Adways when the Service User newly makes application for the Services.

(ii) the total unpaid amount of the Result Rewards is less than the minimum threshold (50USD or 100USD) at the time of termination of the Agreement.

(iii) any Result is confirmed after a lapse of a certain period following the termination of the Agreement.

(10) the Service User shall not change the AppDriver Program, which is provided by Adways, without Adways' permission;

(11) the Service User shall not coerce, solicit, or request the Users to conduct any act associated with the Results only with the aim of obtaining the Result Rewards and without proper introduction and advertisement for the Advertiser, and shall not post on any application, etc., any information that gives the Users false impressions;

(12) the Service User shall not conduct any wrongful act, such as when the Service User by itself or in conspiracy with a third party pretends that Results accruing the Result Rewards have been achieved; and shall not conduct any act that is considered as an act to wrongfully obtain the Result Rewards, such as when Results accrue outside the purpose of the advertisement and the Services;

(13) the Service User shall not post advertisements on any application, etc., other than those that are applied to Adways;

(14) the Service User shall not conduct any advertising act by using e-mail spam, by posting

comments on bulletin boards or by using any other method or means that are considered a nuisance to third parties;

(15) the Service User shall not conduct any act that violates, or that may lead to the violation of, copyright, trademark right, and any other intellectual property rights of others;

(16) the Service User shall not conduct any act that violates the property, privacy, or portrait right of others;

(17) the Service User shall not conduct any act that discriminates or defames others, or damages the reputation or credit of others;

(18) the Service User shall not conduct any act associated with crime, such as fraud;

(19) the Service User shall not open a pyramid scheme (Ponzi scheme) or shall not solicit such a scheme;

(20) the Service User shall not conduct any other inappropriate act under the Services.

2. Adways shall determine whether the Service User complies or violates the requirements described above, and shall not be required to provide the Service User with any contents of, or explanation on the reasons or standards for, such determination. Adways shall not disclose any data regarding the Results, which are examined by Adways.

3. If Adways determines that the Service User is feared to violate any of the prohibitions described above, Adways shall have the right to demand that the Service User submit necessary materials such as server log files. In order to protect the security of the system operating the Services, Adways, in principle, shall not disclose to the Service User standards for such determination unless there is any special circumstance.

Article 14 (Cancellation of the Agreement and Refusal to Pay the Result Rewards)

1. If the Service User violates any of the provisions of these Terms of Use, or if the Service User falls under any of the following items, Adways may cancel the Agreement without giving the Service User any notice or demand.

(1) the Service User does not comply with provisions of the Agreement;

(2) a petition for bankruptcy, special liquidation, or other legal liquidation procedure is filed for or against the Service User;

(3) the Service User dishonors any bill or check owing to lack of funds or suspends payments;

(4) a petition for provisional seizure, provisional disposition, attachment, compulsory execution, or auction is filed against the Service User or the Service User undergoes disposition for tax delinquency;

(5) it is objectively recognized that there is any significant change in assets, creditworthiness, or business of the Service User and that the Service User is feared to have difficulty in performing its obligations under the Agreement;

(6) the Service User has made a false report, or otherwise significantly damages the trust

relationship;

(7) the Service User commits any illegal act;

(8) the Service User commits any significant default or violation under the Agreement;

(9) Adways recognizes that the Service User has difficulty in performing the Agreement owing to a natural disaster, labor dispute, or other unavoidable reason;

(10) there is any significant problem in the quality of Results or there is no Result in the past one year;

(11) Adways determines that it is impossible to communicate with the Service User by e-mail, including the case where e-mails sent to the Service User fail to reach the Service User three or more times;

(12) it is found that the Service User obtains another ID used in the Services, while the same name or URL of application, etc., is registered, the same e-mail address is used, or the same bank account, personal name, or company name is used for the IDs by the Service User.

(13) it is found that any person falling under the following items is a person having special interest in the Service User, or a shareholder, trade partner, etc., of the Service User:

(i) any person who is a member of so-called anti-social forces or any person similar thereto (hereinafter referred to as the "Anti-social Forces, etc.")

(ii) a person who is cooperating or involved in the maintenance or operation of the Anti-social Forces, etc., by providing funds to the Anti-social Forces, etc., or by conducting any similar act

(iii) a person who has a relationship with the Anti-social Forces, etc.

(iv) a person who has a history of participating in anti-social activities

2. If the Agreement is cancelled under the preceding paragraph, any and all debts of the Service User under the Agreement shall immediately become due and payable.

3. Even if the Agreement is cancelled owing to any of the reasons described in paragraph 1 of this Article, Adways shall have the right to demand that the Service User pay damage compensation. If Adways determines that the Service User conducts any malicious act, Adways shall take necessary actions such as criminal complaint. The Service User shall not raise any objection against such demand or action.

4. If the Agreement is cancelled owing to any of the reasons described in paragraph 1 of this Article, Adways shall refuse to pay the total amount of the Result Rewards accrued for the Marketer by the cancellation date and may allocate such Result Rewards to the Marketer's obligation to pay damage compensation to Adways. The Service User shall not raise any objection against such allocation.

Article 15 (Cancellation by the Service User)

1. After a lapse of one month from the date of conclusion of the Agreement, the Service User may apply for cancellation of the Agreement by giving notice to Adways in accordance with the methods

prescribed by Adways. In such case, the Agreement shall be terminated at the end of the month following the month of such notice.

2. Only when approved by Adways, the Service User may cancel the Agreement prior to a lapse of one month from the date of conclusion of the Agreement.
3. If the Advertiser wishes to suspend the Promotion during its continuation, and only if Adways approves such suspension, the Advertiser may suspend the Promotion after five business days from the date on which the Advertiser applies for suspension of the Promotion. However, the Advertiser shall not suspend the Promotion within five business days after initiation of the Promotion.
4. If any Result accrues during the Promotion even after cancellation of the Agreement, the Advertiser shall pay the relevant Success Reward.

Article 16 (Maintenance of the Services)

For management and maintenance of the Services, Adways shall implement maintenance of the AppDriver Program on a periodical or non-periodical basis. The Service User acknowledges in advance that the Services will be suspended during such maintenance period and the Service User shall not raise any objection against such suspension.

Article 17 (Management of IDs and Passwords)

1. Adways shall provide to the Service Users IDs and passwords necessary for use of the Services.
2. The Service User shall, at its own responsibility, strictly manage the IDs and passwords given by Adways. If any damages are suffered by the Service User owing to the Service User's neglect of such management, the Service User shall bear all such damages and Adways shall not assume any liability whatsoever.

Article 18 (Management of Results)

1. The Service User shall be obligated to always access the exclusive management page on the control screen of Adways and to manage data related to the Results. If the Service User finds any conduct that is inappropriate in terms of general social norms or any inappropriate Result, the Service User shall immediately notify Adways to that effect.
2. Any damages suffered by the Service User owing to the Service User's failure to manage the data related to the Results and Success Rewards and failure to make a report under the preceding paragraph shall be borne by the Service User. The Service User shall, at its own responsibility, resolve any dispute with a third party and Adways shall not assume any responsibility. If Adways suffers any damages owing to the above dispute, Adways may demand that the Service User pay compensation for such damages.
3. The Service User shall agree in advance that the amount of Success Rewards and Results Rewards

which will be displayed on the management page of the control screen of Adways will be at the exchange rate Adways designates and such exchange rates will be updated as required and the exchange rate to be used for control screen of Success Rewards and Results Rewards and the exchange rate for payments will be different, and the Service User shall not raise any objection.

Article 19 (Management of the AppDriver Program)

1. When using the Services, Adways shall send to the Service User the AppDriver Program. Any and all rights related to the AppDriver Program, including those related to the duplication and other use of the AppDriver Program, shall belong to Adways.
2. The Service User shall always be responsible for the management of the AppDriver Program installed in the Service User's Advertising Applications or Media Applications, etc., and the Service User shall deal with any update information notified by Adways. If any damages are suffered by the Service User owing to the Service User's neglect of such management, the Service User shall bear all the damages and Adways shall not be responsible for such damages in any manner whatsoever.

Article 20 (Intellectual Property Rights of Third Parties)

1. The Service User hereby represents and warrants to Adways that any site contents do not infringe on any patent, model utility right, design right, trademark, copyright, trade secret, right to indicate name, portrait right or right of social reputation or privacy, or other intellectual property rights (hereinafter referred to as the "Intellectual Property Rights") possessed by a third party. The Service User shall not, within the Services, use any contents that may infringe on the Intellectual Property Rights of a third party.
2. If any dispute arises with a third party in connection with the Intellectual Property Rights described above, the Service User shall resolve such dispute at its own cost and responsibility, and Adways shall not assume any responsibility whatsoever. If Adways suffers any damage owing to such dispute, Adways may demand that the Service User pay compensation for all the damages.

Article 21 (Confidentiality)

1. Either Adways or the Service User shall not disclose or divulge to any third party business information of the other party and other Service Users, which may be accessed in the course of the Agreement, without obtaining prior approval of the other party or the other Service users, provided, however, that this shall not apply to any information that is already publicly known, or information that is required to be disclosed by an order of court or other public authorities under laws and regulations, or in accordance with rules of a financial instruments exchange.
2. Adways may use and publish any statistical information, which is compiled on the basis of the general Service Users, on the conditions that Adways will use and publish such information in such

means as to prevent third parties from identifying specific Service Users, etc., through the statistical information and ensure the anonymity of the subjects of the statistics.

Article 22 (Application Period)

1. The application period of these Terms of Use shall commence on the date when the Agreement is concluded between Adways and the Service Users and shall end on the date when the Agreement is terminated owing to cancellation, rescission, or any other reason whatsoever.

2. Article 3, paragraphs 2 and 4; Article 10, paragraph 2; Article 12; Article 14, paragraphs 2, 3, and 4; Article 15, paragraph 4; Articles 20 and 21; Article 23; Articles 26 through 31; Article 33; and paragraph 2 of this Article shall survive termination of the Agreement.

Article 23 (Obligation of Settlement)

1. Upon termination of the Agreement, the Service User shall pay (1) the basic management fee, (2) the Service Charges, (3) the several service option fees, and (4) the Result Rewards, which have been accrued by the date of termination. In addition, if any Success Reward accrues during the Promotion period after the date of termination, the Service User shall separately pay such Success Reward.

2. If the Service User owes to Adways any debts (including, but not limited to, the debts described in (1) to (4) of the preceding paragraph) at the time of termination of the Agreement, such debts shall be automatically subtracted from the guarantee money in accordance with the following order: (1), (2), (3), and (4).

3. If any of the Service User's debts owed to Adways remain after the subtraction under the preceding paragraph, Adways shall not handle any affairs related to payments to the Marketers. Only when Adways assigns to the Marketer the right to claim payment of the Result Rewards against the Advertiser, the Advertiser may engage in direct negotiation with the Marketer. Adways shall not assume any responsibility for any complaint, dispute, etc., arising with a third party due thereto.

Article 24 (Notices and Communications between Persons in Charge)

1. Any notice or communication between the Service User and Adways in connection with the Agreement shall be, in principle, made by e-mails. The Service User shall ensure that it will always be able to receive e-mails sent by Adways for notice or communication purposes, and shall not reject the reception of such e-mails.

2. If the Service User changes its e-mail address owing to change of person in charge or any other reason, the Service User shall immediately notify Adways of a new e-mail address.

3. Adways shall not assume any responsibility if any damages are suffered by the Service User owing to the Service User's failure to comply with the obligations under the preceding two paragraphs or owing to the Service User's delay in giving notice to Adways.

4. Any direct communication between the Marketer and the Advertiser in connection with the Agreement shall be prohibited. If any communication is required, an inquiry shall be sent to Adways' site.

Article 25 (Suspension, Change, Modification, Addition, or Deletion of the Services)

Adways may, at any time, suspend the Services or change, modify, add, or delete the Services. Adways shall give to the Marketers notice of suspension and details thereof at least five business days prior to such suspension, by means of e-mail or website notice, provided that the prior e-mail or website notice may be omitted in case of emergency.

Article 26 (Limitation on Warranty)

1. Adways shall make its maximum efforts for stable maintenance/continuation of the Services, operation and use thereof, and consequence of use thereof. However, Adways does not provide warranty on the following items:

(1) the Services will not, even temporarily, be suspended and will always be operated without problem;

(2) when any defect arises in the Services, the Services will always be restored to the original state and corrected;

(3) no computer virus or other destructive component exists within the Services;

(4) any security method to completely secure (1) to (3) will be provided; or

(5) advertisements will be displayed normally and Results will be reflected without any dependence on the operating environments of the Marketers and the Users.

2. Except for the representations and warranties expressly provided in the Agreement, Adways and the Service Users do not provide, either expressed or implied, any representation or warranty on any matter whatsoever.

Article 27 (Limitation of Liability)

Adways shall not be liable for damages suffered by the Service User with respect to the Agreement in any manner whatsoever, including lost profits, incidental damages, consequential damages, or special damage, regardless of what the claims for such damages are based on, such as default, tort, defect liability, or product liability, provided, however, that this shall not apply if such damages are claimed on the basis of default or tort and such damages were suffered owing to gross negligence of Adways in the course of its business. If Adways compensates such damages, the maximum amount of the compensation shall not exceed the amount of transactions between Adways and the Service User.

Article 28 (Attribution of Rights and Grant of Licenses)

1. Any and all intellectual property rights, etc., in and to contents, technologies, and all images (including banners and trademarks) provided by Adways or the Service User for the Services shall belong to the party providing such contents, technologies, and images. If Adways or the Service User holds any intellectual property rights described above, it shall grant licenses for such intellectual property rights to the limited extent necessary for the Services. Adways or the Service User may use such intellectual property rights granted from the other to the limited extent necessary for the Services.
2. Adways or the Service User shall not make any change or modification to the contents, etc., without obtaining prior permission of the party holding the relevant intellectual property rights.

Article 29 (Prohibition on Assignment of Rights and Obligations)

Any position under the Agreement and any rights and obligations under the Agreement shall belong exclusively to the parties of the Agreement. The Service User shall not assign or provide as security such position or rights or obligations to any third party without obtaining prior written approval of Adways.

Article 30 (Force Majeure)

If either party (non-performing party) fails to perform its obligations owing to a natural disaster, act of government authority, fire, strike, flood, epidemic, riot, act of war, or other events beyond the non-performing party's reasonable control, the non-performing party shall not be responsible for any non-performance or delay in performance of obligations under the Agreement.

Article 31 (Overdue Interest)

If the Service User fails to perform any monetary obligation under the Services, such Service User shall pay overdue interest at the rate of 14% per annum (on a pro-rate basis and on a 365-days-a-year basis).

Article 32 (Notification Obligation)

1. If there is any change in the contents of the application made by the Service User, such as change of its address, name, and representative, the Service User shall immediately notify Adways to that effect.
2. If the Service User fails to give notice under the preceding paragraph, and consequently, any notice or document sent by Adways is delayed or does not reach the Service User, such notice or document shall be deemed to have arrived at the time when such notice or document should normally have arrived.

Article 33 (Governing Law and Jurisdiction)

1. The Agreement and any individual agreements associated with the Agreement shall be governed by

the laws of Japan.

2. If any litigation becomes necessary in relation to the Agreement and any individual agreements, such litigation shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance. If any conciliation becomes necessary, the Tokyo District Court or Tokyo Summary Court shall exclusively implement such conciliation.

Article 34 (Change or Amendment of these Terms of Use and Other Conditions)

1. Adways may, at any time, change or amend these Terms of Use, several rules, and other conditions without obtaining any prior consent of the Service Users, and the Service Users shall agree with the contents of any terms and conditions after change or amendment. Any newly added or amended rules shall constitute a part of these Terms of Use. If the Service Users continue to use the Services after change or amendment of these Terms of Use, several rules, service contents, and other conditions, the Service Users shall be deemed to have agreed with such change or amendment.

2. After the change or amendment described above, these Terms of Use shall continue to apply to any and all legal relationships between Adways and the Service Users.

Established on December 1, 2013

End of document