

Advertisement & Promotion *LINES* Banner Ad Service User Policy

Article 1 (General Provisions)

MarkLines Co. Ltd. (hereinafter referred to as "MarkLines") shall provide promotional services (hereinafter referred to as "the Service") to the user stipulated in the advertisement application form (hereinafter referred to as "the User") in accordance with the established user policy for the Advertisement & Promotion *LINES* banner ad service (hereinafter referred to as the "Agreement").

Article 2 (Purpose)

The purpose of this Agreement is to stipulate the rights, duties, and responsibilities of the User of the service provided by MarkLines.

Article 3 (Advertising Content, Etc.)

1. The scope of the Service pursuant to this Agreement shall apply to the ad posted by the User (hereinafter "the banner ad") in the advertisement space designated by the "Service Introduction", which MarkLines shall present to the User separately.
2. The location of the advertisement space, advertising fees, length of time the ad is posted, and other related details shall be as determined in the "Service Introduction."

Article 4 (Payment of the Advertisement Posting Fee)

The User shall pay MarkLines for use of the Service with the amount specified, in the manner MarkLines proscribes and by the due date specified in the application form, etc. Bank transfer fees and/or any other extra charges associated with the payment shall be borne by User.

1. If the User does not make the contracted payment by the date specified in the preceding Clause, MarkLines reserves the right to charge the User at an annual rate of 14.5% as overdue interest from the day after the deadline for payment until the date that payment has actually been completed.

Article 5 (Creation and Submission of the Advertising Copy)

The User shall create the advertising copy according to the specific specifications stipulated by the "Service Introduction" and transmit it through electronic mail so that it MarkLines receives it by the date stated in the "Service Introduction."

Article 6 (Adjustments to the Content of the Advertisement)

Even after a service contract has been formed, MarkLines reserves the right to request alterations to the content, format, design, etc., of the advertisement for which it received an application in the event it determines that the content, design, format, and etc., is inconsistent with the standards for posting advertisements determined by MarkLines.

1. In the event that the User refuses a request from MarkLines under the preceding Clause, the User's approval of changes are not received up to the day before the advertisement is to be posted, or if MarkLines is unable to make a request for changes up to the day before the advertisement is to be posted, MarkLines reserves the right to cancel the contract for the Service without bearing any responsibility for non-performance of the main obligation or liability for damages.

Article 7 (Use of the Service)

1. The User is permitted to use this Service in the manner determined by MarkLines within the purposes of this Agreement, to the extent that they do not violate this Agreement.
2. In using the Service, the User shall not perform any of the acts specified in the following.
 - (1) Acts that infringe on the intellectual property rights, right of likeness, privacy rights, reputation, and any other rights or benefits, of other users of the Service or third party(ies)
 - (2) Transmitting any information of which the reproduction or copying, alteration, transmission, or any other related acts by MarkLines for the Service should infringe on the intellectual property rights, right of likeness, privacy rights, reputation, and any other rights or benefits, of other users of the Service or third party(ies)
 - (3) Criminal acts

- (4) Acts that infringe on laws or ordinances, or internal rules of industry groups
 - (5) Acts contrary to public order and morality
 - (6) Acts likely to cause visitors to misunderstand or misjudge the information
 - (7) Transmission to the MarkLines website of any harmful computer programs such as e-mail infected with computer viruses
 - (8) Falsification of available information concerning this Service
 - (9) Use of any system, software, or algorithm that automatically responds to inquiries from site visitors (however, this does not apply when the MarkLines gives its approval in advance)
 - (10) Setting the URL of the banner advertisement to a website belonging to that other than the advertiser.
 - (11) Any other acts deemed as being inappropriate by MarkLines
3. If MarkLines deems that the transmission of information about this Service from the User website falls or is likely to fall under any of the items in the preceding Clause, MarkLines reserves the right to delete all or part of the information without prior notice to the User.
 4. When the User receives any inquiry regarding this Service from a site visitor, the User shall promptly contact the visitor and respond in good faith.

Article 8 (Conditions for using comparative expressions)

1. In principle, advertisements with comparative expressions must meet the following requirements.
ex. "largest," "highest," "smallest," "fastest," "No. 1," "world's first," etc.
 - (1)The name of data source or survey organization and the year of the survey must be clearly indicated in the advertisement where it is abbreviated.
 - (2)The survey data should be the most recent available data; data within one year.
2. In principle, the following must be met when placing comparative ads.
 - (1)The content claimed in the comparative advertisement must be objectively demonstrated.
 - (2)The demonstrated figures and facts must be cited accurately and

appropriately.

(3)The method of comparison must be fair.

Article 9 (Cancellation of the Contract)

MarkLines may cancel this contract without any prior notice to the User immediately or in the future if the User should fall under any of the following. Moreover, even in the event that MarkLines cancels the contract of the User, MarkLines is not required to refund to User any advertisement posting fee that has already paid by the User, and the User is required to pay the advertisement posting fees to MarkLines pursuant to the provisions of the contract.

1. User provided MarkLines with false information at the time of application
2. User is found to have had their User qualifications discontinued or cancelled in the past, or is being disqualified by MarkLines
3. Insolvency, suspension of payment, or receipt of or petition for proceedings of bankruptcy, special liquidation, dissolution, or corporate rehabilitation.
4. User has dishonored a draft even once that resulted in the suspension of trading at a clearing house
5. User has caused damages to be incurred by MarkLines and/or a third party(ies) due to willful negligence or omission
6. It is discovered that the User is involved with so-called antisocial forces, or has been previously
7. MarkLines deems the User to be ineligible to use the service

Article 10 (Suspension or discontinuation of the Service)

1. MarkLines reserves the right to suspend or discontinue the provision of all or part of the Service without prior notice to the User in the event of the following:
 - (1) When inspection or maintenance of computer systems related to the Service need to be carried out on a periodic or urgent basis
 - (2) When any computers, communication circuit, or other components related to this Service stop functioning due to some accident

(3) When the Service has become inoperable due to fire, power failure, Acts of God or any other events beyond the reasonable control of MarkLines

(4) When there occurs any other event in which MarkLines deems it necessary to suspend or discontinue the Service

Article 11 (Ownership of rights)

The ownership and intellectual property rights related to the data or information produced by the User and transmitted by the User to the MarkLines website in order to be used for the Service shall belong to the User.

Article 12 (Disclaimer of warranty and disclaimer)

1. MarkLines will not refund fees paid for ads that have been posted because the User saw no effect from it or for any other reason, and the User shall have no means to avoid payment.
2. MarkLines shall not be required to become involved in any actual negotiation, transactions, payment, and etc., and shall be relieved from any responsibility for compensating the User for any losses, damages, or costs incurred by the User in connection with the Service, or any losses, damages or costs incurred by the User in connection with the suspension, discontinuation, inability to use, or changes in the provision of the Service, deletion of User's information, cancellation of User's registration, and etc. pursuant to this Agreement. The losses, damages, or costs mentioned herein shall mean not only direct or usual losses, damages, or costs, but also the loss of profits, business opportunities or data, suspension of business or any other losses, damages, or costs incurred by User indirectly, specially, derivatively, or incidentally.
3. Even in the case that MarkLines should decide to pay losses or damages to the User for some reason, the amount of the payment made by MarkLines to the User shall not exceed the total amount actually received by MarkLines from the User.

Article 13 (Settlement of disputes and payment of damages)

The User shall pay to MarkLines those damages that have been incurred by MarkLines due to non-performance by the User of any of the provisions of this Agreement or in relation to the use of the Service.

1. If any claim about the Service is received by the User from a third party(ies), or if any dispute arises between the User and any of those persons or entities, the User shall immediately notify MarkLines, resolve the claim or dispute at its own expense and by its own responsibility, and report the result to MarkLines.
2. In the case that MarkLines should receive any request from a third party for compensation of damages in relation to the use of the Service by the User because of possible infringement on the third party's intellectual property rights or any other reason whatsoever, the User shall compensate MarkLines for the entire amount of such damages that MarkLines has been obliged to pay to the relevant third party.

Article 14 (Confidentiality)

1. Under this Agreement, "confidential information" is defined as information provided or disclosed to either party by the other party in writing, verbally, by magnetic media, and etc., or information related to the other party's technology, business, procedures, finance, organization, and/or any other information that can be acquired in connection with the Service, that has been indicated to be confidential by the other party.
2. MarkLines and the User shall only use confidential for the purposes of the Service, and shall not provide, release, or disclose the other party's information without the written consent of the other party.
3. Notwithstanding the preceding item, MarkLines may use registered matters of the User and customer information in other business activities of MarkLines in order to improve the quality of MarkLines' services.
4. Notwithstanding the provision of Paragraph 2 of this Article, MarkLines and the User may disclose Confidential Information in accordance with a compulsive order, demand and/or request based on relevant law, and/or given by a court or a governmental agency: provided, however, that the party hereto shall promptly notify the other party hereto after receiving such order, demand or request.

5. Whenever either MarkLines or the User makes a copy or copies of a document or magnetic media containing Confidential Information, such copying party hereto shall obtain the prior written consent of the other party hereto and shall safeguard these copies in a strict manner pursuant to Paragraph 2 of this Article.
6. Whenever either MarkLines or the User receives a relevant request from the other party hereto, the requested party shall without delay return to the requesting party or dispose of any confidential information and/or documents, magnetic media or other media that contain confidential information together with all of the copies thereof, in accordance with instructions given by the requesting party.

Article 15 (Amendment of this Agreement, etc.)

1. Whenever MarkLines deems it necessary, MarkLines may amend any or all of the provisions of this Agreement (this Agreement shall include the rules and regulations related to this service shown on the MarkLines website; hereinafter the same), and/or any content of this Service.
2. Whenever MarkLines has amended any provision of this Agreement and/or content of the Service, MarkLines shall post a general notification on the Advertising & Promotion *LINES* website. Moreover, when this notification has been posted, MarkLines will be considered to have notified the User.
3. When MarkLines has notified the User, so long as there are no formally objections from the particular User, the User will be considered to have consented to the content of the notification.

Article 16 (Contact/Notice)

Any inquiry, contact or notice from the User to MarkLines concerning this Service and other related matters and any contact or notice from MarkLines to the User concerning amendment of this Agreement shall be carried out in accordance with the method determined by MarkLines.

Article 17 (Governing law and jurisdiction)

This Agreement shall be governed by Japanese laws. Any dispute arising out of or in relation to this Agreement shall be settled by the Tokyo District Court of Japan as the exclusive court having jurisdiction.

Article 18 (Resolution)

Any matter not provided herein, any objection or difference in the interpretation hereof shall be consulted and settled by the parties hereto under the principles of sincerity and good faith and in a prompt manner.

[Established 05/09/2016]

[Amended 05/14/2021]

[Amended 12/24/2021]