

Geniee Advertisement Terms of Service

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These advertisement terms of service (hereinafter referred to as the “Terms of Service”) is a binding and legal agreement which sets forth the terms and conditions governing the Service (defined in Section 2(g) below) provided by Geniee International Pte. Ltd. (hereinafter referred to as “Geniee”) to Publisher (hereinafter referred to as “Publisher”).

BY CLICKING ON THE “AGREE” BUTTON, OR BY ACCESSING, DOWNLOADING, OR POSTING THROUGH THE SERVICES, YOU, PUBLISHER, ACKNOWLEDGE AND AGREE THAT PUBLISHER HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS OF SERVICE.

1. Purpose

The Service shall be provided for the purpose of improving the advertisement effectiveness of the Advertisement (defined in Section 2(e) hereof). Publisher may, once this purpose is understood, use the Service pursuant to provisions as set forth in the Terms of Service to the extent that said use is not inconsistent with this purpose.

2. Definitions

The following terminology as used in the Terms of Service shall be defined as follows:

- (a) “Ad Exchange” means the platform that facilitates online transactions involving the buying and selling of specific Ad Space through a bidding system.
- (b) “Ad Network” means the network for distributing Advertisement built by bringing together multiple Advertisement media websites and applications.
- (c) “Ad Server Services” means the ASP services that enable, by way of the use of the general Advertisement management and distribution system provided by Geniee, (i) the distribution of Advertisement to be managed and (ii) Advertisement to be posted through the Ad Network operated by Geniee.
- (d) “Ad Space” means the space on the Website (as defined in item (k) of this section) owned by Publisher.
- (e) “Advertisements” means Internet-based advertisements, regardless of the form (such as text or banner) of such advertisement.
- (f) “IP Rights” means all intellectual or industrial property rights, including but not limited to patent,

trademark, copyright, trade secret, moral rights, or other similar rights of any kind.

(g) “Service” means the Ad Server Services and the services through which Geniee provides Advertisements to the Website.

(h) “Singapore Dollars” mean the lawful currency of the Republic of Singapore.

(i) “Japanese Yen” mean the lawful currency of Japan.

(j) “Users” means individuals who access the Website.

(k) “Website” means an Internet website managed and operated by Publisher.

3. Registration

3.1 At the same time Publisher agrees to the Terms of Service, Publisher shall submit an application to register with Geniee and provide certain information as prescribed by Geniee (hereinafter referred to as the “Registered Matters”) according to the method as prescribed by Geniee.

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

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

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

3.5 Without prejudice to Section 3.3, where an individual or company, having applied to register pursuant to Section 3.1, falls under a reason as outlined in any of the following items, Geniee may decline said application to register:

- (a) Where Geniee determines that there is a risk that the Terms of Service may be breached;
- (b) Where registered matters provided to Geniee consist, in whole or in part, of falsehoods, errors in writing, or omissions;
- (c) Where the person has been subject to a revocation of a registration for the use of the Service in the past;
- (d) Where the person is a minor, adult ward, person under curatorship, or person under medical assistance and such person has not obtained the consent of his/her legal representative, guardian, curator, or medical provider;
- (e) Where Geniee determines that the person or company participates in, funds, or is connected or cooperates with an organized crime syndicate, right-wing organization, or similar organization or a member of such organized crime syndicate, right-wing organization, or similar organization;
- (f) Where Geniee otherwise determines in its sole discretion that registration would be inappropriate.

3.6 Geniee will retain the right to receive and own any data collected, including, but not limited to IP address, web pages viewed, time spent on each web page, time and date of web pages viewed and non-personally identifiable behavioral and/or demographic user data. Different technologies may be used to collect data, including cookies or web beacons. All data collected through Geniee's code will be the sole property of Geniee and/or its Advertisers. Geniee has the right to publish, disclose, market and/or re-market such data without further approval from Publisher so long as data cannot be associated directly with Publisher.

4. Issuance of ID, etc.

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

4.2 Where the ID has been verified by a method prescribed by Geniee, Geniee shall deem that the ID was used by Publisher even if the ID was entered by a third party.

4.3 Publisher shall be responsible for appropriately managing its ID, and Geniee shall not be held liable for any damages sustained by Publisher as a result of its inadequate management, use by a third party, or improper handling of ID.

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

4.5 Where the Service is suspended, any system relating to the Service is damaged, or damage is otherwise caused to Geniee as a result of the use of the ID by a third party, Publisher shall be liable for any damages to Geniee in accordance with Section 15.

4.6 If the ID is stolen, lost, or used by a third party, Publisher shall immediately notify Geniee of the fact thereof and comply with any instructions provided by Geniee.

5. Submitting and Posting Advertisements

5.1 Providers of Advertisements shall consist of third parties that submit Advertisements through Geniee or an Ad Exchange in which Geniee participates (hereinafter referred to as "Advertiser(s)"). Geniee shall submit Advertisements directly received from Advertisers or indirectly received from Advertisers via advertising agencies to which submission functions have been entrusted to the Website by using system tools owned or possessed thereby and shall deem that the Advertisement has been posted to the Website upon the submission thereof.

5.2 Publisher agrees in advance that it cannot specify the type or format of Advertisement or the identity or attributes of Advertisers with the exception of matters separately accepted by Geniee.

5.3 If the position where the Advertisement is to be posted has been determined, Publisher shall notify Geniee of the fact thereof. Where a change in said posting position is requested by Geniee,

Publisher shall determine a posting position through consultations conducted with Geniee. Where consultations do not lead to an agreement, Geniee shall determine a posting position and Publisher shall comply with said determination as made by Geniee.

5.4 Publisher shall install tags provided by Geniee according to instructions issued by Geniee and may not remove said tags during the effective term of the Terms of Service.

5.5 Publisher shall be deemed to have given full approval to the number of Advertisements to be displayed, click count, conversion count, and other variables at the time Geniee confirms such numbers, counts and other variables when Publisher uses the Service and shall not object to the results of Geniee's confirmation.

6. Payment Amount

6.1 Geniee shall calculate and pay to Publisher the amount to be paid according to the Ad Space and/or posting of Advertisements on the Ad Space ("Payment Amount"). The Payment Amount may be made in some cases through an agency or a third party. The Payment Amount shall be determined solely by Geniee and will take into consideration all matters, including, without limitation, impression count, number of clicks by Users, number of times Users purchase goods from the Ad Space, payment terms, and all relevant matters relating to the payment amount. The Payment Amount is subject to change according to the demands of the Advertisers.

6.2 Geniee shall calculate the Payment Amount for the current month during the following month and pay such amount into an account designated by Publisher by the last day of the second month subject to the condition that Geniee receives such payment amount by the Advertisers. An ordinary deposit or checking account held with a bank, or Paypal Account, or Payoneer account may constitute an account to be designated by a Publisher. Remittance fees shall be paid by Geniee in the case of wire transfer and shall be paid by Publisher in the case of Paypal, Payoneer; provided, however, that Geniee shall not be liable for any payments which were not made or delayed due to any cause or reason attributable to the financial institution through which payment is made or received.

6.3 Where a Payment Amount cannot be made due to incorrect information pertaining to the account designated by Publisher, Geniee shall notify Publisher by electronic mail of such mistake. Publisher shall use a dedicated page for administrative functions to revise the information pertaining to its own account to ensure that it conforms to a designated account into which remittances can be made and notify Geniee of the fact thereof by electronic mail within ten (10) days of the date on which said notification was sent by electronic mail by Geniee (hereinafter referred to as the "response deadline").

6.4 Publisher agrees that it will waive any right to demand the Payment Amount where Geniee is unable to correctly verify the information pertaining to the designated account of Publisher after a

reasonable amount of time due to an electronic mail delay, unreadable characters, or other circumstances. Geniee shall remit the Payment Amount by the last day of the second month following the month of the date in which the electronic mail pertaining to the designated account in question is received from Publisher. The service fee incurred for a remittances made by Geniee into the designated account for which corrections have been made shall be fully assumed by Publisher, in which case Geniee shall remit the amount of consideration owing less the remittance fee into the bank account designated by Publisher.

6.5 The payment threshold is \$100 for Paypal or Payoneer; \$200 for Wire transfer. Where the Payment Amount is less than payment threshold, the payment of such amount shall be deferred to end of the following month. Provided, however, that Publisher may demand payment if it chooses to pay for the remittance fee, in which case Geniee shall remit the payment amount less the remittance fee into the bank account designated by Publisher.

6.6 If six (6) months have passed since the latest posting of Advertisements on the Website, the obligation to remit to a Publisher any outstanding Payment Amounts of less than payment threshold shall be forfeited and shall not be refunded to Publisher.

6.7 Where Publisher causes Geniee to sustain damages due to a breach of the Terms of Service, Geniee shall be entitled to offset the amount of such damages against the payment amount as set forth in Section 6.1.

6.8 Any payment amounts set forth in this section, subject to goods and services tax and other taxes chargeable by Singapore law and relevant regulations, shall, save as otherwise required by law, be borne by Publisher.

6.9 As between Publisher and Geniee, Geniee is responsible for all taxes (if any) associated with the transactions between Geniee and advertisers in connection with Ads displayed on the Properties. Publisher is responsible for all taxes (if any) associated with the Services, other than taxes based on Geniee's net income. All payments to Publisher from Geniee in relation to the Services will be treated as inclusive of tax (if applicable) and will not be adjusted.

7. Ownership of IP Rights and Other Related Matters

7.1 Geniee shall at all times own all rights, including all related IP Rights, in and to the Service, Ad Server Service, Ad Network, and Ad Exchange. The Advertisers shall at all times own all rights, including all related IP Rights, in and to the Advertisements.

7.2 Publisher may not sell, edit, modify, process, adapt, revise, re-distribute, license, sub-license, or assign any Advertisements or IP Rights owned by Geniee or the Advertisers, in whole or in part, unless the prior written consent of Geniee has been obtained.

8. Modifying the Website

If Publisher intends to substantially modify the contents of the Website beyond the scope of a normal update, Publisher shall immediately submit a written notification to Geniee regarding such modification. Geniee may in its own discretion determine that if the modification is significant, it can immediately revoke the registration of Publisher.

9. Suspension of Provision

Geniee may, at any time and at its own discretion and without notice to Publishers, suspend the provision of the Service, in whole or in part, to Publishers. If Geniee issues a request to a Publisher to suspend the posting of an Advertisement, such Publisher shall immediately comply with such request. Geniee shall not be held liable for any damages caused to a Publisher by any suspension of the Service implemented pursuant to this section.

10. Confidentiality

10.1 “Confidential Information” shall mean the Terms of Service and all disclosed by Geniee to Publisher in connection with the Service. Provided, however, that information shall not include the following:

- (a) Information that was already in the public domain prior to the receipt of such information;
- (b) Information that was already known by Publisher prior to the receipt of such information;
- (c) Information which became public knowledge for a reason not attributable to Publisher after receipt of such information;
- (d) Information that was lawfully obtained by Publisher from a third party without being bound to any obligation to maintain the confidentiality thereof; and
- (e) Information that was independently developed by Publisher.

10.2 Publisher shall maintain the Confidential Information in the strictest confidence and will not divulge such Confidential Information to any third party or use such Confidential Information for any purpose other than in connection with the Service.

10.3 Publisher shall not use, copy, or reproduce Confidential Information unless the prior written consent of Geniee has been obtained.

10.4 Publisher shall refrain from disclosing Confidential Information to anyone other than an officer or employee who is minimally required to know the Confidential Information in order to use the Service (hereinafter referred to as “Publisher Employee”). A Publisher Employee shall be made to comply with the same obligations as Publisher pursuant to the Terms of Service.

10.5 If the Terms of Service is terminated or a request has been made by Geniee, Publisher shall return or dispose of all Confidential Information (as well as any copies or reproductions thereof) according to instructions issued by Geniee.

10.6 The provisions of this section shall continue to remain in effect for a period of five (5) years

after the Terms of Service is terminated.

11. Personal Information and Privacy

11.1 For the purpose of the Terms of Service, “Personal Information” shall mean information about a living individual that contains a name, date of birth, or other description that enables identification of the individual (including such information that allows easy matching with other information and will thereby enable identification of the individual).

Geniee may retain and use all Personal Information provided by Publishers pursuant to the provisions of its privacy policy (URL: <http://en.geniee.co.jp/privacy.html>) which provisions are agreed to by Publisher. Geniee may disclose Personal Information if required to do so in accordance with a judicial or other governmental order or as a means of exercising its own legal rights or defending itself against any legal action.

Provided, however, that Geniee shall not be held liable or assume any responsibility for any disclosure of such Personal Information. Publisher agrees that Geniee may share Personal Information provided by Publisher, information regarding the Website, information regarding the results of the Advertisements, and information regarding the results of any material breach by Publisher of the Terms of Service with Advertisers, business partners, sponsors, and any other third parties as determined by Geniee in its reasonable discretion.

11.2 Publisher agrees to set forth the following provisions in its privacy policy:

- (a) Third-party distributors shall be able to use cookies and other tools to distribute Advertisements based on the Website browsing history associated with each User (including the distribution of Advertisements through an ad network);
- (b) Third-party distributors shall be able to use cookies and other tools to enable itself and its partners to display Advertisements based on the information of User’s visits to the Website and other sites;
- (c) User has the ability to choose certain configurations through Advertisement opt-out pages that would allow the User to block the use of cookies and other tools used by third-party distributors and ad networks.

11.3 EU Personal Data Policy shall be applied when Publisher and Geniee obtain EU Personal Data (defined in EU Personal Data Policy).

12. Prohibited Conduct

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

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

12.2 Publisher shall be prohibited from engaging in the following conduct unless it has obtained the prior written consent of Geniee:

- (a) Posting Advertisements on the Website in a location other than the location specified by Geniee;
- (b) Altering, revising, or modifying Advertisements that have been submitted by Geniee and posting them on the Website;
- (c) Reproducing or copying Advertisements on webpage, other than the Website, which is not authorized or designated by Geniee;
- (d) Transmitting data through the Service of a size exceeding the level of data capacity as set forth by Geniee;
- (e) Providing incentives to Users who browse Advertisements by a method not authorized by Geniee or otherwise engaging in conduct that is detrimental, as determined by Geniee in its sole discretion, to Advertisers; (f) Altering, revising, or modifying tags provided by Geniee;
- (g) Conduct whereby Advertisements are automatically reloaded in a manner which is inconsistent with the Terms of Service;
- (h) Conduct that may impede or interfere with the operations of the Service as carried out by Geniee; or
- (i) Any other conduct deemed to be inappropriate by Geniee in its sole discretion.

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

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

13. Disclaimer of Warranties

13.1 Information provided in Advertisements (Advertiser information, advertised goods, and other information provided by the Advertiser) (hereinafter collectively referred to as “Advertiser Information”) will be provided by the Advertiser and Geniee makes no warranties, express, implied, or statutory as to the Advertiser Information including, without limitation, with regard to the veracity, legality, safety, appropriateness, utility, updated status, and accuracy of the Advertiser Information.

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

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

13.4 Geniee makes no warranties, express, implied, or statutory as to the results of using the Service, including any potential increase in sales for Publisher.

13.5 Geniee makes no warranties, express, implied, or statutory as to whether the Service complies with the laws, regulations, rules, and other relevant provisions applicable to Publisher.

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

13.7 Geniee makes no warranties, express, implied, or statutory that: (i) the Service will not be temporarily suspended and will be operated at all times with no issues, (ii) the Service will always be restored to its original state in the event that a defect arises in the Service, or (iii) no computer virus or other harmful computer program exists in the Service, or that a security method for ensuring (i) to (iii) shall be provided by Geniee.

13.8 Geniee makes no warranties, express, implied, or statutory that the Advertisements will be correctly displayed on the Website because Geniee has no control or responsibility over the operating environment of the Website and the Users to the Website.

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

13.10 Geniee makes no warranties, express, implied, or statutory that the distribution of Advertisements to Ad Space belonging to Publisher (including the distribution of Advertisements through the use of an Ad Server Service).

13.11 Geniee makes no warranties, express, implied, or statutory that Advertisements will be displayed on its Ad Space, and therefore, Publisher shall not express any objection if no Advertisements are displayed on its Ad Space.

14. Limitation of Liability

14.1 Geniee's liability in connection with the Terms of Service shall not exceed the amount paid to Publisher for a period of one month prior to the date upon which Geniee's liability arose, irrespective of the cause of such liability.

14.2 Geniee's liability in connection with the Terms of Service shall be limited to direct, actual, and ordinary damages, and Geniee shall not be liable in connection with any special, consequential, indirect, incidental or other secondary damages, nor for any damages or losses related to loss of profits, loss of benefits relating to payment that would otherwise not have become payable, or other losses incurred as a result of any loss of business opportunities.

14.3 Geniee shall not be held liable for any disruption, suspension, nonavailability, or change in the provision of the Service by Geniee; the deletion or disappearance of information of Publisher which is not Personal Information; the revocation of the registration of Publisher; the loss of data or any malfunction of or damage caused to equipment or devices from use of the Service; or any other damage sustained by Publisher in connection with the Service.

15. Indemnification

15.1 Publisher shall indemnify, defend and hold harmless Geniee and its subsidiaries, directors, officers, agents, and employees, on demand, against any third party claims, demands, actions, damages and costs (including reasonable attorney's fees) arising from (i) an infringement of a third party's IP Rights by Geniee's use of or access to the Website or Ad Space; and (ii) any breach by Publisher of the terms and conditions of the Terms of Service.

15.2 Geniee will promptly notify Publisher of any third party claim but Geniee's failure to provide prompt notice will not release Publisher from its indemnity obligations except to the extent Publisher is materially prejudiced thereby. Publisher will have the option to control the defense and settlement of each claim, provided that it will not enter into any settlement that would bind or impose any fault or liability on Geniee without the Geniee's prior written consent, which will not be unreasonably withheld, delayed or conditioned. Geniee will provide Publisher with all assistance reasonably needed to defend a claim. Geniee may participate in the defense of any claim at Geniee's own expense.

16. Effective Term

The term of the Terms of Service shall be effective from the date when the Publisher is registered pursuant to Section 3 and until the date when such registration is terminated pursuant to Section 17.

17. Termination and Cancellation of Registration

17.1 Geniee may temporarily suspend the use of the Service by Publisher or terminate the registration of Publisher without having to provide prior notice or demand should any of the following events occur:

- (a) Publisher breaches a provision of the Terms of Service;
- (b) Geniee discovers that Publisher's registration includes misrepresentations or incorrect facts;
- (c) Publisher uses or intends to use the Service for a purpose or by a method that could cause damage to Geniee, another Publisher, or a third party;
- (d) Publisher is uncooperative, acts in bad faith, or submits an unreasonable amount of claims or complaints to Geniee;
- (e) Publisher becomes insolvent or is subject to a suspension of payments or a petition has been filed for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation proceedings, or commencement of proceedings similar or comparable

thereto;

(f) A petition for attachment, provisional attachment, provisional disposition, compulsory execution, or auction sale is filed;

(h) Publisher is subject to a compulsory collection for delinquency on tax payments and/or any government fees or charges;

(i) Publisher, if an individual, has died or becomes mentally ill or incapacitated;

(j) The Service is not used for a period of six (6) months and Publisher does not promptly respond to a written notice from Geniee that Publisher's registration will be terminated; or

(k) Geniee otherwise determines that it would be inappropriate for the registration of Publisher to remain in effect.

17.2 Publisher may cancel its registration by providing notice to Geniee according to a method prescribed by Geniee no later than thirty (30) days prior to the intended date of cancellation.

17.3 If the registration of Publisher is terminated pursuant to this section, Publisher shall waive and forever release any claims against Geniee for any outstanding Payment Amounts.

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

18. Organized Crime Syndicate

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

18.2 Where a party to an agreement concluded by Publisher in connection with the Terms of Service (hereinafter referred to as a "related agreement"), representative of a party to a related agreement in connection with the conclusion thereof, or person that brokered the conclusion of a related agreement is revealed to constitute an anti-social-force, etc., Geniee may submit a request to Publisher to cancel said related agreement or take other required measures.

18.3 Where Publisher, without a valid reason, refuses to comply with a

request to take required measures as set forth in the preceding section, Geniee may, without having to issue a demand, immediately revoke the registration of Publisher as a Publisher by providing Publisher with a written notification thereof.

18.4 Geniee shall not be held liable for any damage caused to Publisher as a result of the revocation of his/her/its registration as a Publisher carried out pursuant to this section.

19. Revision of Terms of Service

Geniee may, at any time and at its own discretion, revise the Terms of Service and, where a revision is made, shall notify Publishers of the fact that the Terms of Service have been revised via its website or through other channels. Publisher shall be deemed to have accepted any revision to the Terms of Service upon continued use of the Service by Publisher.

20. Dispute resolution

20.1 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 Section 20.

20.2 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.

21. Assignment

21.1 Publisher may not assign, transfer, put up as collateral, or otherwise dispose of his/her/its status under the Terms of Service or any rights or obligations under the Terms of Service to a third party without obtaining the prior written consent of Geniee.

21.2 Where a business pertaining to the Service has been assigned to another company, Geniee may assign its status under the Terms of Service, its rights and obligations under the Terms of Service, registered matters corresponding to Site Managers, and other client information in connection with the assignment of said business to the party to which said business was assigned. In the context of this section, Publisher shall be deemed to have agreed to said assignment in

advance. The assignment of a business as referred to in this section shall consist of any normal business assignment as well as any case in which the company is split-up or its business is otherwise transferred.

22. Survival

The following sections shall survive any termination or expiration of the Terms of Service: Section 6 (limited to cases in which the Payment Amount is remitted), Section 7, Section 10, Section 11, Section 12, Section 13, Section 14, Section 15; Section 17.3, Section 17.4, Section 18.4, and Sections 20 through 24 hereof shall remain in effect even after the termination of the Terms of Service.

23. Governing law

This Terms of Service shall be governed by and construed in accordance with the laws of the Republic of Singapore.

24. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

The Contracts (Rights of Third Parties) Act, (Cap. 53B) of Singapore shall not under any circumstances apply to this Terms of Service and any person who is not a party to this Terms of Service (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified in this Terms of Service) shall have no right under the Contracts (Rights of Third Parties) Act, (Cap. 53B) of Singapore to enforce this Terms of Service or to enjoy the benefit of any term of this Terms of Service.

EU Personal Data Policy

1. Definitions

The following terms used in this EU Personal Data Policy shall have the meanings set forth below.

- (1) "GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of 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" means the Personal Data defined in Article 4, paragraph 1 of GDPR, which relates to natural persons within the EEA (European Economic Area, the territory to which GDPR is directly applied; the same shall apply hereinafter) region (hereinafter referred to as "EU Users").

2. Obligations

- (1) Publisher and Geniee shall comply with all privacy, data security and data protection laws, laws and regulations in applicable jurisdictions, including GDPR.
- (2) Publisher and Geniee shall take appropriate technical and institutional measures required by GDPR to protect the European Union's Personal Data.
- (3) When supply EU Personal Data to Geniee, in accordance with the requirements of GDPR, Publisher shall clearly explain the necessary information, such as the purpose and use of the data, as well as the information designated by Geniee, to the EU User at his/her own discretion, and request his/her consent through specific and explicit active actions. Publisher shall endeavor to implement a method to satisfy the requirements of the GDPR after consultation with Geniee regarding the specific content and method of explaining to and obtaining informed consent from such EU Users. Publisher shall not send any EU Personal Data without such consent from EU Users to Geniee.
- (4) When transfer EU Personal Data from within the EEA region to outside the EEA region, Publisher shall clearly inform the EU User in advance of the information required for the transfer of EU Personal Data, and obtain the consent of the EU User at his/her own discretion through specific and explicit positive actions in accordance with the GDPR's requirements. Publisher shall endeavor to implement a method to satisfy the requirements of GDPR after consultation with Geniee regarding the specific content and method of explaining to and obtaining informed consent from such EU Users. Company shall not send any EU Personal Data without such consent from EU Users to Geniee.
- (5) If GDPR is amended, if new privacy, data security or data protection laws or regulations are applied in EU ePrivacy Regulation or other applicable jurisdictions, if the

Personal Data Protection Law or GDPR guidelines are published by a Japanese or European public agency, or if necessary, Publisher and Geniee shall discuss and cooperate with each other on measures necessary to comply with such laws or regulations, including changes to the Agreement and changes in the manner of obtaining consent from EU Users.