

## PARTNER TERMS OF SERVICE

The **PARTNER TERMS OF SERVICE** (“**TOS**”) shall apply to the relationship between Interspace Digital Singapore Pte. Ltd. (“**Company**”) and a partner who operates a website on which an advertisement of a merchant is placed within the affiliate marketing services “Access Trade / Access Trade Mobile” provided by the Company (“**Services**”).

### Article 1. Definitions

The terms as used in the TOS shall have the following meanings:

“**Partner**” shall mean a person or entity that intends to receive advertisement fees through the Company by placing certain advertisements designated by the Merchant on the Partner’s website in order to lead Visitors to the Merchant Site.

“**Partner Site**” shall mean an Internet website operated and managed by a Partner that is registered by the Partner for the Services.

“**Merchant**” shall mean a person or entity that applies for the Services pursuant to the manner designated by the Company and intends to lead Visitors to the Merchant Site by placing its own advertisements on the Partner Site.

“**Merchant Site**” shall mean a website operated and managed by the Merchant to provide its own goods or services.

“**Visitors**” shall mean persons who will access the Partner Site and be transferred to the Merchant Site by way of clicking on a link to an advertisement placed by the Merchant on the Partner Site.

“**Management Screen**” shall mean a dedicated webpage to be provided by the Company to the Partner in connection with the Services through which the Partner can select advertisements with which the Partner wishes to form an affiliation or confirm the terms and conditions of advertisement fees, etc.

“**Affiliation**” shall come into effect when the Partner applies with the Merchant for a placement, etc., of an advertisement that the Partner desires to place and selects from among the affiliate programs that appear on the Management Screen or elsewhere within the Services and the Merchant approves the Partner’s application for placement, etc., of an advertisement.

“**Results**” shall mean any results arising from Visitors’ access to Merchants’ advertisements placed on the Partner Site that shall be registered in the Services, such as purchases of goods or membership registrations that are subject to payment of advertisement fees.

**Article 2. Services**

- 2.1 The Services shall mean services for which advertisements, etc., designated by a Merchant are placed on the Partner Site. If a Visitor purchases goods or registers a membership, etc., after clicking on such advertisements, etc., certain advertisement fees received in proportion to the Results of such advertisements shall be paid by the Merchant via the Company.
- 2.2 The Partner may confirm the types of advertisements, the amount of advertisement fees, the current status of advertisement placement, etc., on the Management Screen dedicated for the Partner that shall be provided by the Company on the Internet.

**Article 3. Types of Advertisement Fees**

The types of advertisement fees shall be as stated below, and the applicable type of advertisement fees shall be subject to the election by the relevant Merchant:

(1)	Click-based type:	Fees shall be paid to the Partner on the basis of the number of clicks on the advertisements, etc., placed on the Partner Site; provided that if a same Visitor clicks at least twice in one day, the number of clicks shall be deemed to be one.
(2)	Fixed fees type:	Fees shall be paid to the Partner when a Visitor who accesses the Merchant Site by clicking advertisements, etc., placed on the Partner Site conducts a certain action on the Merchant Site that shall be designated by the Merchant, such as request for information materials, user registration or application.
(3)	Sales-based type:	If a Visitor who accesses the Merchant Site by clicking advertisements, etc., placed on the Partner Site purchases target goods or services, fees shall be paid to the Partner in proportion to the sales amount.
(4)	Review placement type:	Fees shall be paid to the Partner if the Partner places a review on the Partner Site regarding goods or services designated by a Merchant and satisfies certain conditions designated by the Merchant or the Company.

#### **Article 4. Registration, Screening and Approval for the Services**

- 4.1 If an individual or entity ("**Applicant**") intends to be a Partner, it shall be required to apply for registration by completely and correctly filling out matters for application designated by the Company for the Services.
- 4.2 If the Company receives an application under Article 4.1, the Company shall decide whether to approve the registration after conducting a necessary screening and shall notify the Applicant of its decision by email. If and when the Applicant receives a notice approving the registration, it shall be entitled to participate in the Services in its capacity as a Partner.
- 4.3 If an Applicant falls under the purview of any one of the following, the Company may refuse to approve the registration. Further, if it is found out after an Applicant is approved by the Company that it falls under the purview of any one of the following, the Company may cancel the registration pursuant to the provisions of the TOS:
- (1) If the Applicant is less than 18 years-old;
  - (2) If the registration of the Services for the Applicant has been cancelled in the past;
  - (3) If any false information is contained in the registered information;
  - (4) If the Applicant provides any pornographic goods or services;
  - (5) If the Applicant is related to a Ponzi scheme, a pyramid scheme, network business or the like;
  - (6) If the Applicant commits any illegal or anti-social activities;
  - (7) If the Applicant runs a religious company;
  - (8) If the Applicant sells and distributes unduly high-ticket goods or so-called "information-goods" or the like; or
  - (9) Other, if the Company deems it inappropriate.
- 4.4 If any website operated by an Applicant falls under the purview of any one of the following, the Company may refuse to approve the registration. Further, if it is found out after an Applicant is approved by the Company that such website falls under the purview of any one of the following, the Company may cancel the registration pursuant to the provisions of the TOS:
- (1) If the website contains any obscene or pornographic expressions or content;
  - (2) If the website contains expressions or content that may likely infringe upon copyrights, trademark rights, well-known domains or any other intellectual property rights;
  - (3) If the website contains expressions or content that may likely constitute

libel or defamation or obstruction of business or may likely infringe upon the honor, privacy right, the right of portrait or the like;

- (4) If the website is related to a Ponzi scheme, pyramid scheme, network business or the like or is engaged in the referral of such business;
- (5) If the website is related to gambling or wagers (except for government-operated games or lots and any other legal games);
- (6) If the website contains expressions or content in breach of applicable laws, ordinances, industry regulations, etc., or any illegal or anti-social expressions or contents;
- (7) If the website contains expressions or content that are offensive to public orders or morals;
- (8) If the website contains expressions or content related to religions;
- (9) If the website is intended to be only used by family members, friends or particular individuals;
- (10) If the website is not open to the public by way of, for example, requiring an ID or password for access;
- (11) If the website is deemed to be poor in substance or poorly understood;
- (12) If the website contains remarkably large amount of links to websites that fall under the purview of the items hereinabove; or
- (13) If the Company deems inappropriate.

#### **Article 5. Affiliation with the Merchant**

- 5.1 The Partner shall select an advertisement (or an affiliate program) on the Management Screen that the Partner desires to place on the Partner Site.
- 5.2 If the Partner desires the Affiliation with a Merchant, the Partner shall apply for the Affiliation after having confirmed the type of advertisement, the amount of advertisement fees, terms and conditions for placement, and the applicable prohibitions that shall be described on the Management Screen. The amount of advertisement fees stated on the Management Screen shall include the amount of consumption taxes.
- 5.3 If the Partner applies for the Affiliation and the Merchant approves it, the Affiliation related to the placement of advertisements comes into effect, and the Partner shall be entitled to place its advertisements in accordance with the standards established by the Merchant. The Partner hereby acknowledges that the type of advertisement, the amount of advertisement fees, terms and conditions for placement and/or prohibitions may be changed in accordance with the intentions of the Merchant. If the Merchant disapproves the application for the Affiliation or terminates the Affiliation

during the term of the Affiliation, the Partner may not ask for the reason or file an objection, etc.

- 5.4 The Company and the Merchant may confer rankings (“**Rankings**”) regarding fees based on their independent standards and taking into consideration the contents, type, nature and performance, etc., of a Partner Site. If the Company deems that there is a breach of the TOS, the Company may correct the Rankings retroactively. The Partner may not request a disclosure of reasons, etc., for the Rankings.

#### **Article 6. Subjects, Approval and Determination of Results**

- 6.1 The subjects of the Results in the Services shall be the Results of the placement of advertisements based on certain actions designated by the Merchant that may cause advertisement fees to accrue, such as purchase of goods, request for information materials, membership registration, clicks on advertisements, and placement of a review that shall be recorded on the server of the Services. If such record is not made due to Acts of God or any other event beyond the reasonable control of the Company, the subjects of the Results shall be determined on the basis of the data submitted by the Merchant or the Partner.
- 6.2 The Results shall be finally fixed by an approval procedure in which the Merchant (or the Company if entrusted by the Merchant) makes a decision to approve or disapprove particular subjects of the Results.
- 6.3 Approval of the Results shall be at Merchant’s own discretion, and the Partner shall not request that the Merchant or the Company disclose the standards for approval or reasons for disapproval, etc.
- 6.4 The Company shall pay to the Partner advertisement fees based on the Results finally fixed pursuant to the provisions of this Article 6.

#### **Article 7. Terms of Payment of Advertisement Fees**

- 7.1 The Company shall pay to the Partner the amount of advertisement fees that shall be calculated through the approval procedure mentioned in Article 6. Unless otherwise expressly stated, the amount of advertisement fees that shall be presented to the Partner shall include the amount of consumption taxes.
- 7.2 Payment of advertisement fees basically shall be made each month; provided that if the amount of advertisement fees for a month is less than SGD 50,

the Company will withhold payment until the accumulated amount of advertisement fees reaches SGD 50.

- 7.3 The Partner who will receive payment of advertisement fees shall in advance report in the designated manner an account at a financial institution in its name for the purpose of receiving such payment; provided that no account at a foreign bank shall be allowed. The Company shall pay the amount of advertisement fees for each month on the 15<sup>th</sup> day of the month following the month during which the Results are finally fixed by way of wire transfer to the account at a financial institution reported by the Partner. The Company shall bear wire transfer charges for such payment. If the 15<sup>th</sup> day falls on a bank holiday, payment shall be made on the next business day.
- 7.4 If the Partner who shall receive payment of advertisement fees fails to report its account at a financial institution on or before the 24<sup>th</sup> day of the month before the month during which such payment will be made or such information regarding an account is incomplete due to, among other things, a flaw or omission in the report on such account or it is found out that such account does not exist or such report was made in any manner other than the designated manner, the Company shall request that the Partner register information regarding an account available for receipt of payment via wire transfer or file a correction of such information in a designated manner on or before a separately determined deadline. If the Partner fails to report its account at a financial institution available for receipt of payment via wire transfer notwithstanding a demand by the Company, the Company may withhold payment of advertisement fees. In such case, after the Company has received from the Partner a report on its account at a financial institution available for receipt of payment via wire transfer, the Company shall make such wire transfer on a payment date that shall be separately designated by the Company in the following month or thereafter.
- 7.5 If it is impossible to make a wire transfer to an account at a financial institution reported by the Partner, the Company shall notify the Partner. If such account information fails to be updated for one year after such notice is made, the Company shall be discharged from the obligation to make such payment and the Partner shall be deemed to have waived its claims for advertisement fees. The Partner hereby acknowledges the provisions in this Article 7.5.
- 7.6 If the Merchant fails to timely pay the Company advertisement fees, the Company may withhold payment of advertisement fees to the Partner. If the Merchant fails to pay the Company advertisement fees, the Company

may withhold payment of advertisement fees to the Partner or not make such payment.

**Article 8. Taxes and Expenses**

- 8.1 With regard to payment of taxes imposed on advertisement fees, the Partner shall make such payment to the competent tax office, etc., in accordance with laws and ordinances such as tax laws.
- 8.2 Any and all expenses that may arise from the Partner's use of the Services shall be borne by the Partner.

**Article 9. Surveillance**

- 9.1 The Company shall, at its own discretion, conduct surveillance to determine whether the Partner uses the Services in accordance with the TOS.
- 9.2 If the Company determines as a result of the surveillance that the Partner conducts any act in breach of the TOS or any illegal or wrongful act in breach of applicable laws or may highly likely conduct any such act (collectively "**Breaching Act**"), the Company may refuse to pay the whole or a part of advertisement fees.
- 9.3 If it is discovered as a result of the surveillance that the Partner has conducted any Breaching Act, the Company may cancel the registration of the Partner without a demand. If the Merchant or the Company sustains damages, etc., due to the Partner's Breaching Act, the Merchant or the Company shall be entitled to claims for damages from the Partner. Further, if such Breaching Act is deemed to be malicious, the Merchant or the Company may take steps such as a criminal complaint.

**Article 10. Maintenance of the Services**

Maintenance work of the Services may be done on a regular or irregular basis. The Partner shall not make an objection to any suspension of the Services during the maintenance period and shall not claim damages therefor.

**Article 11. Notices, Reports, Changes, and Deletion by the Partner**

- 11.1 If the Partner makes changes in the contents of the Partner Site or the Partner Site becomes inaccessible, the Partner shall immediately make a

registration of such change on the Management Screen.

- 11.2 The Partner shall not cause itself or the Partner Site to fall under the purview of any item of Articles 4.3 or 4.4.
- 11.3 If it becomes impossible to use the Services or the Partner discovers any problem regarding the Services, the Partner shall immediately report it to the Company.
- 11.4 If there arises any change in the information registered for the Services, the Partner shall immediately register such change in the registered information. If any trouble, etc., arises due to the Partner's failure to register such change in the registered information, the Partner shall, at its own responsibility and expense, handle such trouble, etc., and the Company shall assume no responsibility therefor.
- 11.5 If the Merchant or the Company determines that the contents of a review in the case of the review placement type are inappropriate and requests for the deletion of such review, the Partner shall delete such review within one (1) week from the date of notice requesting such deletion.

**Article 12. Management of ID and Password**

- 12.1 The Partner shall assume any and all responsibilities for the use and management of the ID and password issued by the Company.
- 12.2 The Partner shall not have a third-party use the ID and/or password and shall not lend, assign or give them as security to or for the benefit of a third-party.
- 12.3 If the Services are used using the ID and/or password granted to the Partner, the Partner shall be deemed to have used the Services notwithstanding the fact that a third-party actually used the Services, and the Partner shall assume liability regardless of the reason for such use.

**Article 13. Compliance with Laws in relation to the Placement of Advertisements**

- 13.1 Copyrights:
  - (1) On the Partner Site, the Partner shall not conduct any illegal act such as infringement upon the Company's or a third-party's copyrights.
  - (2) If the Partner places a review as in the case of the review placement type, the copyright to the review shall remain with the Partner or the

author.

- (3) The Partner hereby agrees that the license to any and all copyrights (including, but not limited to, the right to duplicate, the right to alter, the right to distribute, and the right of public transmission) in relation to the copyrighted review as in the case of the review placement type shall be granted to the Company or the Merchant at no cost. Further, the Partner shall not exercise its moral rights to its copyrighted work against the Company.

13.2 Goods related to drugs and/or cosmetics:

- (1) The Partner shall not, expressly or impliedly, advertise, describe or distribute any false, excessive or misleading articles in connection with the names, manufacturing process, efficacy, effects or performance of drugs, quasi-drugs, cosmetics or medical equipment.
- (2) In addition to (1), the Partner shall not, expressly or impliedly, advertise, describe or distribute any false, excessive or misleading articles in connection with so-called health food and diet food, etc..

13.3 Other Applicable Laws:

The Partner shall comply with the prevailing laws and regulations in Singapore in relation with the website operation and placement of advertisement, and any other laws and ordinances to control advertisement placement, and shall not conduct an act to unduly solicit Visitors, an act not to protect interests of Visitors, etc., an act intended to mislead the effects by way of excessive representations.

- 13.4 If the Partner causes damages to the Company due to any act provided in this Article 13, the Partner shall compensate the Company for such damages. Further, if any trouble arises between the Company and a third-party due to any act provided in this Article 13, the Partner shall, at its own expense and responsibility, resolve such trouble, and shall hold the Company harmless therefor.

**Article 14. Prohibitions**

- 14.1 Unless it has obtained the prior consent of the Company, the Partner shall not enter into an advertisement placement contract directly with the Merchant without the Company or solicit the Merchant to do so. The provisions in this Article 14.1 shall survive the cancellation of the registration of the Partner, except the case where the counterpart to the contract is:

- (1) A Merchant who has participated in the Services on referral from the Partner;  
or
  - (2) A Merchant who has referred the Services to the Partner and encouraged the Partner to participate in the Services.
- 14.2 If the Partner enters into an advertisement placement contract directly with the Merchant without informing and receive the written consent of the Company and in breach of the provisions of Article 14.1, the Partner shall pay to the Company SGD 10,000 (Ten Thousand Singapore Dollars) as penalty charges.
- 14.3 The Partner shall not conduct any act that is improper for the intentions of the Merchant or the purpose of the Services, such as the use of an expression to force, solicit or request that a Visitor click advertisements in order for the Partner only to obtain advertisement fees, an explanation that the advertisement adopts an affiliate system, or the statement of the amount of advertisement fees, etc., except statements of, for example, recommendations of the Merchant Site.
- 14.4 The Partner shall not conduct an act to artificially increase the number of the Results or intentionally increase the number of the subjects of the Results using illegal means or with an improper purpose and in order for the Partner or its related entity to obtain advertisement fees.
- 14.5 The Partner shall not conduct any act (such as placing an order or registrations) that may be subject to payment of advertisement fees as an agency of a third-party.
- 14.6 If any one of the following applies, the Partner shall not alter the HTML code for displaying advertisements that shall be transmitted by the Company or shall not cause a third-party to alter such code. If any one of the following does not apply, the Company may allow the Partner to alter such HTML code. However, if such alteration causes trouble to reflect the Results, the Partner shall be liable therefor.
- (1) If the Merchant prohibits the use of any code other than the HTML code for displaying advertisements that shall be transmitted by the Company;
  - (2) If, upon alteration of the HTML code, advertisement expressions of image banners or text advertisements or the like will be modified;
  - (3) In the case of the review placement type;
  - (4) If the information of any Partner Site on which an advertisement is placed is intentionally concealed; or

(5) If the Company otherwise deems inappropriate.

14.7 The Partner shall not use the HTML code for displaying advertisements that is transmitted by the Company, any place other than the registered Partner Site.

#### **Article 15. Cancellation of the Registration**

15.1 If any one of the following events occurs, the Company shall be entitled to cancel the registration of the Partner by giving a notice to the Partner but without demanding to cure the situation, etc. If the registration of the Partner is cancelled, the Affiliation with the Merchant shall automatically terminate. If the Partner or a third-party sustains any disadvantage or damages due to the cancellation of the registration, the Company shall not be liable therefor for any reason.

- (1) Any false fact is discovered in the information registered for the Services;
- (2) If any item of Articles 4.3 or 4.4 applies;
- (3) If the failure to give necessary notice to the Company causes hindrances to the operation or management of the Services;
- (4) If the Partner is unreachable from the Company and the operation or management of the Services is hindered thereby;
- (5) If the Partner breaches the TOS and fails to cure the breach upon a request for such cure;
- (6) If it is deemed that the Company should not provide the Services due to the Partner's unfaithful or discredited conduct;
- (7) If the Partner has not logged in the Management Screen or no advertisement is transmitted or no advertisement is clicked for one year or more; or
- (8) If the Company deems that the Partner is not appropriate for a Partner.

15.2 If the registration is cancelled pursuant to the provisions of Article 15.1, the Company shall not pay the unpaid advertisement fees as of the cancellation of the registration. If Article 15 applies, the Company may at any time request that the Partner pay any and all paid advertisement fees, costs and expenses incurred for investigation in relation to the provisions of Article 15.1 and litigation costs and expenses.

#### **Article 16. Termination of the Affiliation**

16.1 If a contract between the Company and the Merchant is terminated, the Affiliation between the Merchant and the Partner shall also terminate. The

Company shall immediately notify the Partner hereof.

- 16.2 If the Merchant offers to terminate the Affiliation with the Partner, the Company shall immediately notify the Partner thereof, and the Affiliation shall terminate upon such notice being given.
- 16.3 If the Affiliation terminates under the provisions of Article 16, advertisement fees accrued until the termination of the Affiliation shall be in accordance with the provisions of the TOS.

**Article 17. Withdrawal of the Partner**

- 17.1 The Partner may at any time withdraw from the Services.
- 17.2 Upon completion of the procedure for the Partner's withdrawal, the registration of the Services shall be cancelled. Even if the Partner and the Merchant are in Affiliation when the Partner withdraws from the Services, the Affiliation shall automatically terminate.

**Article 18. Handling of Advertisement Fees at the time of Withdrawal**

- 18.1 If the Partner withdraws from the Services, only the unpaid advertisement fees that shall be accrued on or before the last day of the month prior to a month during which the Partner withdraws shall be paid. The Partner hereby agrees that if the amount of the unpaid advertisement fees that shall be accrued on or before the last day of the month prior to a month during which the Partner withdraws is less than SGD 50, the Partner shall waive its claims for the advertisement fees and no payment shall be made to the Partner.
- 18.2 If it is impossible to make wire transfer to an account at a financial institution reported by the Partner, the Company shall notify the Partner. If such account information fails to be updated for one year after such notice was made, the Company shall be discharged from the obligation to make such payment and the Partner shall be deemed to have waived its claims for advertisement fees. The Partner hereby acknowledges the provisions in this Article 18.2.

**Article 19. Handling of Personal Information**

- 19.1 The Company shall comply with the "privacy policy" to be separately established for the handling of personal information (meaning information

about a living individual which can identify the specific individual by name, date of birth or other description contained in such information) that the Company may obtain from the provision of the Services.

19.2 In order to prevent the occurrence of a wrongful act in the affiliate services, the Company shall share and use the information regarding a Partner who has conducted a wrongful act (i.e., the name of the Partner, registered site information, mail address, and registered financial institution account) . The Partner hereby acknowledges the provisions in this Article 19.2.

19.3 In case of any of the following, the Company may disclose the Partner's registered information and transaction data that may be obtained through the operation of each advertisement (or each affiliate program):

- (1) If a court, police, tax office or any other administrative agency issues an order or conduct investigation, etc.; or
- (2) If disclosed to a Merchant, of each advertisement (or each affiliate program) as required by operation of the Services; provided that this shall only apply when a confidentiality agreement is entered into with the Merchant.

19.4 The Company may use or disclose statistical information or the like regarding the Partner that cannot identify the specific individual.

## **Article 20. Confidentiality**

The Partner shall not disclose or divulge to a third-party the Company's or the Merchant's technical, business, sale information that the Partner has come to know in relation to the Services and that can be objectively recognized as confidential.

This provision shall continue to apply after the Partner's registration is cancelled, provided that any information in the public domain shall be excluded.

## **Article 21. Intellectual Property Rights**

Any and all copyrights, trademark rights and any other intellectual property rights related to the Services shall be owned by the entity, such as the Company or the Merchant, that has provided such rights. The Partner shall use the whole or a part of the affiliate system or contents provided by the Company within the scope of the approval granted by the Company or the Merchant, and shall not conduct any act beyond the scope of such approval that may infringe upon copyrights, etc., such as reprint, duplication, publication, broadcasting, and public transmission and shall not have a third-party to do so.

**Article 22. Suspension, Change, Modification, Addition, Deletion of the Services**

The Company may at any time suspend, change, modify, make an addition to or deletion from the Services. If the Company deems necessary, the Company shall previously inform or notify the Partner thereof.

**Article 23. Communications**

- 23.1 The Company shall make its notification or communication, etc., to the Partner by email or by way of posting the same on the website of the Services.
- 23.2 If the Company makes its notification or communication to the Partner by email, such notification or communication shall be deemed to have reached the Partner on the date on which the Company dispatches the email.
- 23.3 If the Partner changes its email address or telephone number registered with the Company, the Partner shall immediately make changes in the registered information. If the Partner fails to make such changes and a notification or communication from the Company does not reach the Partner, the Company shall not be liable therefor.

**Article 24. Exemption of Liability**

The Company shall not be liable for compensation with regard to any damages sustained by the Partner using the Services except for any damages caused by any willful conduct or gross negligence of the Company.

**Article 25. Liability for Compensation**

- 25.1 If the Partner causes damages to the Company or the Merchant, the Partner shall compensate for such damages.
- 25.2 If any trouble arises between the Partner and a third-party, the Partner shall, at its own responsibility and expense, resolve the same. If the Company sustains damages due to such trouble, the Partner shall compensate the Company for such damages.

**Article 26. No Assignment of Rights**

Unless it has obtained the prior written consent of the Company, the Partner shall not assign a part or the whole of any rights under the TOS to a third-party, give the same as security or permit a third-party to use the same.

**Article 27. Force Majeure**

The Company shall assume no liability for the non-performance or delay of the whole or a part of the Services due to any event beyond the Company's reasonable control, including, but not limited to, Acts of God, fire, earthquake, strike, flood, storm, epidemic, riots, terrorism, wars, acts of the government, interruption or disruption of communication services or Internet environment.

**Article 28. No Warranty on Information Contained in Advertisements**

Any information regarding the Merchant and the contents of its advertisement of goods and services that the Company may provide to the Partner using the Services shall be one that can be currently provided by the Company, and the Company shall not warrant the completeness, correctness and usefulness of the information in the future, and the Company shall assume no liability for any consequences of the Partner placing advertisements using the Services.

**Article 29. Provisions Regarding Antisocial Forces**

29.1 The Partner hereby represents and covenants that the Partner does not fall under the purview of any of the following. If it is discovered that the Partner has made any false statement regarding such representation and covenant, the Partner shall agree that the registration of the Services shall be cancelled. Further, the Partner hereby agrees that if the Partner or any association to which the Partner belongs sustains any damages thereby, the Party shall assume any and all liability therefor.

(1) The Partner hereby represents during the use of the Services that it does not fall under the purview of any of the following during the use of the Services, and the Partner hereby covenants that it shall not fall under the purview of any of the following:

- (i) An organized crime group;
- (ii) A member of an organized crime group;
- (iii) A person who ceased to be a member of an organized crime group but five (5) years has not yet passed since then;

- (iv) A quasi-member of an organized crime group;
  - (v) An affiliate company of an organized crime group;
  - (vi) A corporate extortionist, etc., a racketeering group disguised as social campaign, etc., or a social intelligence violence unit, etc.; or
  - (vii) An entity or individual equivalent to any of the above (collectively **“Organized Crime Group Member”**).
- (2) The Partner hereby represents during the use of the Services that it does not fall under the purview of any of the following during the use of the Services, and the Partner hereby covenants that it shall not fall under the purview of any of the following:
- (i) An entity of which operation is deemed to be controlled by an Organized Crime Group Member;
  - (ii) An entity in the operation of which an Organized Crime Group Member is deemed to be substantially involved in;
  - (iii) An individual or entity that is deemed to unduly take advantage of an Organized Crime Group Member, among other things, in order to obtain illegal interests for himself, itself or for a third-party or to cause damages to a third-party;
  - (iv) An individual or entity that is deemed to advance funds, etc., or afford facilities to an Organized Crime Group Member;
  - (v) An entity of which officer or interested person who is substantially involved in which operation has a generally reprehensible relationship with an Organized Crime Group Member.
- (3) The Partner hereby covenants that it shall not and shall not cause a third-person to conduct any act that falls under the purview of the following:
- (i) To request something using any violent act;
  - (ii) To request something using any illegal or undue act that is legally unwarranted;
  - (iii) In connection with any transactions, to make threatening utterances or actions or to commit any violent acts;
  - (iv) To cause damages to the reputation of a company by spreading false information, using fraudulent means or forcible obstructions or to obstruct the business of a company; or
  - (v) To conduct any act equivalent to the above.

29.2 If the registration is cancelled pursuant to the provisions of Article 29.1, the Partner shall not make claims against the Company for any damages sustained by it due to such cancellation of the registration.

**Article 30. Effect of the TOS**

The TOS shall be in full force and effect from the date on which the Partner agrees to the TOS and applies for the registration.

**Article 31. Changes and Amendments to the TOS**

31.1 The TOS may be, at any time, changed or amended at the Company's own discretion and the Partner shall be deemed to approve it, if it has been informed and continue the Services.

31.2 Unless otherwise provided, the TOS so amended shall be in full force and effect from the time the amended TOS are placed on the webpage for the Services and shall apply to any relationship between the Partner and the Company.

**Article 32. Governing Law**

The laws of Singapore shall govern and apply to the TOS and the relationship between the Partner and the Company.

**Article 33. Agreed Jurisdiction**

All disputes, controversies and conflicts that may arise in relation to this Term of Service shall, as far as possible, be settled amicably by the Company and Merchant.

Any dispute, controversy, or conflict that cannot be settled amicably shall be submitted to the court of law and all of its legal consequences, the Company and Merchant hereby agreed to the jurisdiction of the Singapore District Court to examine and settle the case.

**Article 34. Discussions**

Any matters not mentioned in the TOS or any dispute in interpretation of the TOS shall be resolved by the Partner and the Company through good-faith discussion.

The TOS were:  
Established and put in force on April 1, 2019;