

KB Company Co., Ltd.
Terms of Service

Chapter 1 – General Provisions

Article 1 (Application and Business Users Only)

1. These Terms of Service set forth the conditions for the use of various products and services (hereinafter referred to as the “Services”) provided by KB Company Co., Ltd. (hereinafter referred to as “Party A”).
2. The Services are provided only to corporations, sole proprietors, and other persons using the Services for business purposes or in connection with business activities (hereinafter referred to as “Party B”).

Article 2 (Definitions)

In these Terms of Service, the following terms shall have the meanings set forth in each respective item below.

1. “Services”: A collective term referring to Search Dawn (including optional services), Inbound Dawn, Red Book Dawn, and any other related services provided by Party A.
2. “Client Content”: Any and all text, images, videos, audio, and other information provided by Party B to Party A.
3. “Created Content”: Content (including, but not limited to, text, images, video, and audio) created in connection with the Services by influencers or other third parties arranged by Party A.
4. “Publishers, etc.”: Third parties that own or operate business listings, online business information platforms, search websites, social media services (SNS), mobile applications, or other online assets.
5. “Application Forms, etc.”: Application forms, application pages/forms, and any other documents or electronic records specifying the terms of the agreement.

Article 3 (Formation of Agreement)

1. This Agreement shall be deemed concluded when Party B submits or transmits an Application Form, etc., and Party A accepts such application.
2. Party A may, at its sole discretion, refuse to accept an application where reasonable grounds exist (including, but not limited to, concerns regarding creditworthiness).

Article 4 (Contract Term and Automatic Renewal)

1. The minimum service period under this Agreement shall be six (6) months. The contract term shall commence on the first day of the service start month specified in the Application Form, etc.
2. Suspension of the use of the Services at the convenience of Party B (including,

without limitation, exemption from the obligation to pay service fees associated therewith) shall not be permitted under any circumstances, regardless of the reason.

3. Unless either Party A or Party B provides notice to the other party in writing or by electronic means at least one (1) month prior to the expiration date of the contract term, this Agreement shall be automatically renewed for an additional one (1) month under the same terms and conditions from the day following the expiration date, and the same shall apply thereafter.

Article 5 (Fees and Payment)

1. Party B shall pay Party A the fees specified in the Application Form, etc. as consideration for the Services. The same shall apply after renewal of the Agreement.
2. Party B may not voluntarily cancel this Agreement (provided that termination shall be governed by the provisions of these Terms). Except where otherwise required by applicable law, Party B shall not be entitled to request a refund of any fees already paid, regardless of the reason.
3. The closing date for fee calculation shall be the last day of each month, and Party B shall pay the service fees for the following month by the last day of the preceding month using the payment method designated by Party A (bank transfer fees shall be borne by Party B).
4. If Party B delays payment of any fees, Party B shall pay Party A late payment damages at the rate of 14% per annum on the unpaid amount.

Article 6 (Restrictions on Termination and Prohibition of Partial Termination)

1. Except in cases of a material breach of contract by Party A, Party B may not terminate this Agreement during the minimum service period. After the expiration of the minimum service period, Party B may terminate the Agreement by providing notice within the advance notice period specified in Article 4. Under no circumstances shall termination prior to the termination date (end of the month) or any prorated settlement resulting therefrom be permitted.
2. Partial termination of the Services by Party B (including, without limitation, termination of only optional services or only Search Dawn) shall not be permitted under any circumstances. Termination of this Agreement shall apply only to the collective termination of all contracted Services.

Article 7 (Termination)

1. If either Party A or Party B breaches any provision of this Agreement and fails to cure such breach within a reasonable period specified by the other party after receiving notice demanding such cure, the non-breaching party may terminate all or part of this Agreement.
2. Either Party A or Party B may immediately terminate all or part of this Agreement without prior notice or demand if any of the following events occurs with respect to the other party:

- ① A material breach of any provision of this Agreement
- ② Attachment, provisional attachment, provisional disposition, disposition for delinquent taxes, or any other disposition by a governmental authority
- ③ A petition for bankruptcy, civil rehabilitation, corporate reorganization, or similar insolvency proceedings is filed against the party or by the party itself, or the party becomes subject to a petition for compulsory auction
- ④ A resolution is adopted for capital reduction, discontinuation or change of business operations, or dissolution
- ⑤ The party becomes subject to delinquency disposition for public charges or taxes
- ⑥ Suspension of payments, inability to pay debts, or receipt of a dishonor/disqualification disposition by a clearinghouse
- ⑦ Any other event equivalent to the foregoing that is reasonably recognized as a material deterioration in creditworthiness

3. Notwithstanding the provisions of the preceding paragraphs, if Party B delays payment of any fees under Article 5, Party A may immediately terminate this Agreement without notice to Party B.

Article 8 (Measures Following Termination)

1. Upon termination of this Agreement for any reason whatsoever, all monetary obligations owed by Party B shall automatically become immediately due and payable, and Party B shall promptly pay all such obligations in full in cash.
2. Upon termination of this Agreement, Party B shall immediately cease all use of the Services.
3. Upon termination of this Agreement, Party A may take lawful measures to disable all access by Party B to the Services.

Article 9 (Prohibited Acts)

In using the Services, Party B shall not engage in any of the following acts:

1. Reproduction, modification, creation of derivative works, or any equivalent act with respect to all or part of the Services.
2. Use of the Services for unlawful purposes.
3. Use of the Services for the purpose of developing products or services that compete with the Services, or assisting third parties in developing competing products or services.
4. Unauthorized sale, resale, licensing, sublicensing, distribution, lending, or leasing of the Services.
5. Circumvention or infringement of security devices or protection functions of the Services.
6. Infringement of intellectual property rights or other rights of third parties, unauthorized access, or use by any other unlawful means.
7. Acts that damage the reputation or credibility of Party A, influencers, or third parties.

8. Acts that violate laws, regulations, or public order and morals.

Article 10 (Intellectual Property Rights and Content Management)

1. All intellectual property rights relating to the systems and other components constituting the Services shall belong to Party A.
2. During the term of this Agreement, Party B grants Party A permission to manage and use the Client Content owned by Party B to the extent necessary for Party A to perform its obligations under this Agreement.
3. Copyrights and other intellectual property rights relating to the Created Content shall belong to the influencer or other creator who created such content.
4. If the Client Content or Created Content is inaccurate or violates the policies of Publishers, etc., Party A may modify such content to the extent necessary to make it accurate or compliant. However, Party A shall have no obligation to make such modifications.

Chapter 2 – Special Provisions for Search Dawn

Article 11 (Agreements Regarding Search Dawn)

Party B agrees to the following matters regarding the use of Search Dawn:

1. The Services may involve communication with Publishers, etc. and distribution of Client Content.
2. Client Content shall comply with character limits, quality standards, and other policies established by Publishers, etc., and publication may be refused at the discretion of the Publishers, etc., or the content may be modified in order to comply with such policies.
3. Party A does not guarantee in any way that the Client Content will be displayed on websites or other platforms operated by Publishers, etc.
4. The appearance and placement of Client Content may be changed from time to time at the discretion of Publishers, etc.
5. Where Party A deems it necessary for the performance of its operations, Party B shall provide Party A with IDs, passwords, and other credentials required to use the services of Publishers, etc. (hereinafter referred to as “IDs, etc.”). Party A shall use the provided IDs, etc. solely for the purposes of this Agreement and shall manage them with the care of a good manager. Party A shall not disclose such IDs, etc. to any third party, regardless of whether during or after the term of this Agreement.

Chapter 3 – Special Provisions for Influencer Services

Article 12 (Agreements Regarding Influencer Services)

Party B agrees to the following matters regarding the use of influencer services (including Inbound Dawn and similar services):

1. Created Content shall be created based on the discretion of the influencer.

2. Due to changes in the specifications or policies of each social media platform, posts may be deleted or modified, or accounts may be suspended.
3. Party A shall request influencers to delete or modify posts after publication where necessary; however, Party A does not guarantee that such requests will be complied with. Furthermore, with respect to posts that have remained published for more than one (1) month after posting, Party B may not request deletion, modification, or reposting for any reason whatsoever, including policy violations.
4. If a post is not carried out due to reasons attributable to Party B (including, without limitation, cancellation of a store visit) or any other cause attributable to Party B, the relevant campaign shall nevertheless be deemed completed, and Party B may not request substitute or compensatory postings from Party A.

Article 13 (Secondary Use of Created Content)

1. Subject to the agreement between Party A and the influencer, and only where the influencer has consented, Party A shall grant Party B the right to make secondary use of the Created Content without limitation as to media, region, or duration.
2. When making secondary use of Created Content, Party B must clearly indicate the account name of the creator (influencer).
3. If any dispute arises with a third party as a result of Party B's use of the Created Content, Party B shall resolve such dispute at its own responsibility and expense, unless caused by the intentional misconduct or gross negligence of Party A or the influencer.
4. Party A shall bear no responsibility whatsoever for incidents arising from reactions of third parties, including, without limitation, online backlash ("flaming"), unless caused by the intentional misconduct or gross negligence of Party A.

Chapter 4 – General Provisions

Article 14 (Confidentiality)

1. Party A and Party B shall strictly manage any technical, business, or other information disclosed by the other party in connection with the performance of this Agreement and expressly designated as confidential (including IDs, etc. of Party B received by Party A; hereinafter referred to as "Confidential Information"), and shall not disclose or leak such information to any third party without prior written consent.
2. Notwithstanding the preceding paragraph, the following information shall not constitute Confidential Information:

- ① Information already possessed by the receiving party
- ② Information lawfully obtained from a third party without any confidentiality obligation
- ③ Information independently developed or acquired without reliance on the disclosed information
- ④ Information that becomes publicly known without intentional misconduct or negligence of the receiving party

3. Party A and Party B shall use Confidential Information solely within the scope of the purposes of this Agreement and may disclose such information only to officers, employees, attorneys, tax accountants, certified public accountants, and other external professionals who are legally bound by confidentiality obligations, to the extent necessary for business purposes.
4. The provisions of this Article shall survive termination of this Agreement.

Article 15 (Handling of Personal Information)

1. Party A shall appropriately handle personal information obtained from Party B in connection with the provision of the Services in accordance with Party A's Privacy Policy.
2. If Party B provides Party A with personal information of Party B's customers or other individuals in connection with the use of the Services, Party B represents and warrants, at its own responsibility, that it has completed all procedures required under applicable laws and regulations, including obtaining appropriate consent from the relevant individuals regarding the provision of such personal information to Party A and its use by Party A.
3. If any objection, claim, or dispute is raised against Party A by the relevant individual or any third party due to deficiencies in obtaining such consent or fulfilling such procedures, Party B shall resolve the matter at its own expense and responsibility and shall cause no damage to Party A.

Article 16 (Disclaimer of Warranties)

Party B agrees that Party A makes no warranties whatsoever, whether express or implied, regarding the Services, including, without limitation, the following matters:

1. That use of the Services will generate or increase Party B's sales or profits.
2. That access traffic to Party B's social media accounts, websites, or similar platforms will increase.
3. That Party B's social media accounts, websites, or similar platforms will appear at the top of search engine results.
4. That influencers will definitely visit Party B's store or business location.
5. That the Services will be free from errors, bugs, interruptions, or suitable for any particular purpose.

Article 17 (Disclaimer and Limitation of Liability)

1. With respect to tools and systems included in the Services, Party A shall provide such tools and systems based on their existing quality and functionality at the time of provision and does not guarantee the maintenance or improvement of any specific functionality.
2. Party B acknowledges that operational support, influencer arrangements, and other service-related performance provided under the Services (hereinafter referred to as the "Services Work") are not intended to achieve any specific result (including,

without limitation, improvement of search rankings, increase in sales, influencer visits, or specific reactions on social media). If Party A performs the Services Work with the care of a good manager, Party A shall be deemed to have fulfilled its obligations under this Agreement.

3. If Party B causes damage to a third party or becomes involved in a dispute with a third party in connection with the Services or this Agreement, Party B shall resolve such matter at its own responsibility and expense and shall cause no damage to Party A.
4. If Party A causes damage to Party B in connection with this Agreement, Party A shall bear no liability unless such damage is caused by the intentional misconduct or gross negligence of Party A. Even where Party A is liable for damages, such liability shall be limited to direct and actual ordinary damages suffered by Party B, and Party A shall bear no liability whatsoever for indirect damages, special damages, or lost profits.
5. The maximum amount of damages payable by Party A under the preceding paragraph shall not exceed the total amount of fees actually received by Party A from Party B under this Agreement during the six (6) months immediately preceding the occurrence of the relevant damage.

Article 18 (Force Majeure)

Neither Party A nor Party B shall be liable for any failure or delay in performance of obligations caused by force majeure events beyond its reasonable control, including, without limitation, natural disasters, war, terrorism, riots, labor disputes, enactment or amendment of laws and regulations, exercise of governmental authority, communication line failures, or unforeseen specification changes by Publishers, etc.

Article 19 (Amendment of Terms)

1. Party A may amend these Terms at any time based on reasonable grounds, including, without limitation, changes in laws and regulations or changes in service specifications.
2. When amending these Terms, Party A shall determine the effective date of the amended Terms and shall notify users of the details of the amendments and the effective date by posting on a website or by any other appropriate method at least two (2) weeks prior to the effective date.
3. If Party B uses the Services after the notice described in the preceding paragraph, Party B shall be deemed to have agreed to the amended Terms.

Article 20 (Exclusion of Anti-Social Forces)

1. Party A and Party B each represent and warrant, both presently and in the future, that neither itself nor its officers or related persons constitute anti-social forces, including organized crime groups, and that they have no inappropriate relationship with any anti-social forces.
2. If either party breaches the provisions of the preceding paragraph, the other party may immediately terminate this Agreement without any prior notice or demand.

Article 21 (Governing Law and Jurisdiction)

1. These Terms and this Agreement shall be governed by and construed in accordance with the laws of Japan.
2. Any and all disputes arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the district court having jurisdiction over the location of Party A's head office as the court of first instance.

End

Established: March 12, 2026

Revised: March 12, 2026