

## LINE Creative Lab Terms of Use

These LINE Creative Lab Terms of Use (hereinafter referred to as these “Terms of Use”) set forth the terms and conditions for the use of LINE Creative Lab (hereinafter referred to as the “Service”) between LY Corporation and/or a group company designated by LY Corporation (hereinafter collectively referred to as the “Company”) and a customer (hereinafter referred to as the “Customer”). A person who agrees to these Terms of Use for or on behalf of the Customer represents and warrants that such person has been given the due authority from the Customer to agree to these Terms of Use, and that such person is agreeing to these Terms of Use based on such authority. When the Customer is to subcontract part of the use of the Service to a subcontractor, the Customer shall obtain the Company’s approval thereto, cause the subcontractor to perform the Customer’s obligations under these Terms of Use, and be responsible for the subcontractor’s performance of such obligations.

### **Article 1 (Overview of Service)**

The Service is a service in which the Customer can produce images or movies (hereinafter referred to as the “Deliverables”) through the processing of materials directly uploaded by the Customer (hereinafter collectively referred to as the “Material”) by using images, video production systems, templates, etc. provided by the Company, and may use the Deliverables in the services currently provided or to be provided in the future by the Company such as LINE Ads service or etc. (hereinafter collectively referred to as the “Company Services”); in which the Customer is subject to terms of use of each particular Company Service.

### **Article 2 (Contractual Relationship)**

1. A party who desires to use the Service including advertising agency who enter into separate contract for using Company Services with Company for or on behalf of advertisers (hereinafter referred to as the “Applicant”) shall agree to these Terms of Use and apply to use the Service. Upon the Company’s acceptance of an application, a service agreement (hereinafter referred to as the “Service Agreement”) in relation to the Service shall be deemed to be executed between the Company and the Applicant who shall become the Customer.

2. An Applicant may apply to execute the Service Agreement through an advertising agency. In this case, advertising agency shall also be referred to as Applicant and/or Customer (as applicable).

3. If any of the following applies, the Company may reject the application to execute the Service Agreement:

- (1) The Applicant may, as determined by the Company, harm the reputation of the Service;
- (2) In addition to the preceding item, if the Company otherwise deems that it is inappropriate

to execute the Service Agreement.

4. If any of the events in the preceding paragraph applies to the Customer, the Company may suspend such Customer’s use of the Service or terminate the Service Agreement with such Customer without any prior notice or warning thereto.

### **Article 3 (Amendment of Service and Terms of Use)**

1. The Company may modify these Terms of Use when the Company deems it to be necessary, within the scope of the purposes of the Service. In such case, the Company will indicate the contents of the modified version of these Terms of Use, as well as the effective date of the modification, on the Service or on the Company's website, or will publicize the same to Customers by notifying Customers in the manner prescribed by the Company. The modified version of these Terms of Use shall become effective as of the effective date thereof.
2. The Company shall be entitled to change the contents of the Service and the specifications thereof, including the addition or abolition of various functions without prior notice to the Customer when the Company deems it to be necessary.

#### **Article 4 (Clearance of Rights related to the Materials)**

1. The arrangements of the Materials to be used in the Service and the clearance of rights (including payment to copyright collecting agencies such as JASRAC) regarding the Materials and the Deliverables shall be handled by the Customer at its own responsibility and expense. The Customer shall grant the Company, for an indefinite period and free of charge, the rights required to display the Materials and Deliverables in the Company Services.
2. The Customer shall grant the Company, for an indefinite period and free of charge, the right for the Company's domestic and overseas subsidiaries and group companies and companies subcontracted by the Company to replicate, analyze and examine the Materials and the Deliverables, which are used in the Service, to confirm the non-infringement of rights of third parties and the appropriateness of the subject matter thereof, in order to improve the user-friendliness for Customers, as well as to improve the contents of the Service.

#### **Article 5 (Responsibilities of the Customer)**

1. The Customer warrants to the Company that the Materials and the Deliverables (including the Deliverables created using templates. The same applies in this Article) (a) do not infringe upon any copyrights, industrial property rights, publicity rights, privacy rights or any other rights of a third party or the Company, (b) are not in violation of the Pharmaceutical and Medical Device Act, the Act against Unjustifiable Premiums and Misleading Representations or any other related applicable laws and regulations, (c) are accurate and up-to-date, do not confuse the users of the Company Services, and do not contain any computer virus or false information, and (d) are not contrary to the public order and morals, do not slander any third party, or do not contain any subject matter that impairs the reputation of any third party or the Company.
2. If the Company receives a complaint or a claim from a third party in relation to the Materials or the Deliverables, the Customer shall handle such complaint or claim at its own responsibility and expense. Furthermore, if the Company suffers any damage in connection with the Materials or the Deliverables, the Customer shall promptly compensate the Company for such damage (including, but not limited to, lost profits, special damages and reasonable attorneys' fees).
3. The Customer agrees without objection that if the Company determines that there is any breach by the Customer of any of the warranty obligation prescribed in Paragraph 1 of this Article 5, the Company may, at its own discretion, immediately delete all or part of the Materials or the Deliverables without any liability and notice to the Customer.

4. Should the Customer wish to use the Deliverables to be displayed in other Company Services, the Customer acknowledges and agrees that the Customer and such Deliverables are still subject to separate terms of use of such particular Company Service (including screening standard). The Company does not, impliedly nor explicitly, guarantee that those Deliverables are automatically admissible in other Company Services solely because it is created from this Service.

#### **Article 6 (Screening Standards)**

1. The Customer shall comply with the screening standards prescribed by the Company or their incidental guidelines, etc. (hereinafter collectively referred to as the “Guidelines etc.”); provided, however, that the Guidelines etc. are not prepared with the intention of offering legal advice. The Customer shall, under its own responsibility, confirm and observe all laws, regulations and ordinances that are applicable to the Materials and Deliverables.

2. The Company does not warrant that the Deliverables created using templates will not violate the Guidelines etc.

#### **Article 7 (Interruption of the Service)**

In the event of any of the following, the Company may temporarily interrupt all or part of the Service (without any prior notice to the Customers):

- (1) Maintenance of systems or equipment used for the Service;
- (2) Failure of systems or equipment used for the Service; or
- (3) Incapability to use telecommunication services for any reason attributable to telecommunication companies.

#### **Article 8 (Suspension of the Service)**

If any of the following applies to the Customer, the Company may suspend the Customer’s use of the Service immediately without any prior notice:

- (1) The Customer assigns, lends or shares its account or administration website for the Service other than through a method prescribed by the Company;
- (2) The Customer infringes upon any industrial property right, copyrights or any other intellectual property rights of a third party or the Company;
- (3) The Customer violates any applicable law or regulation, including the constitution, international treaties, national laws and regulations, or local ordinances;
- (4) The Customer provides false or untrue information to the Company;
- (5) The Customer violates the Guidelines etc.;
- (6) The Customer distributes information that is contrary to the public order and morals;
- (7) The Customer infringes upon the honor, trust, privacy or any other right of a third party or the Company;
- (8) The Customer commits an act that is disadvantageous or harmful to the Company or the Company’s users or other customers;
- (9) The Customer commits an act that the Company deems illegitimate or inappropriate; or
- (10) The Customer commits an act that results in or may result in, as reasonably determined by the Company, significant interference with the business of the Company, or the provision or operation of the Service.

#### **Article 9 (Termination of the Service)**

1. The Company may terminate all or part of the Service as deemed appropriate by the Company.
2. If the Company is to terminate the Service, the Company shall notify the Customer to such effect by way of announcement on the Company's website.
3. If all or part of the Service is terminated based on the preceding two paragraphs, the Service Agreement shall be terminated concurrently as of the date of such termination of the Service.

#### **Article 10 (Termination of Service Agreement)**

1. If any of the events in Article 8 (Suspension of the Service) applies to the Customer, the Company may immediately terminate the Service Agreement with such Customer by sending a notice (email is acceptable) to the Customer and with or without needing to suspend the Service pursuant to Article 8.
2. Either the Company or the Customer may immediately terminate the Service Agreement without being required to send a notice to the other party, if any officer, employee, agent or broker (hereinafter referred to as the "Party Concerned") of the other party is found to be an antisocial force (such as organized crime group, or a member, quasi-member or affiliated company of any organized crime group, or a corporate racketeer, political racketeering organization, organized intellectual crime group or any other similar organization or person) or any Party Concerned of the other party is otherwise found to be involved with any such antisocial force.

#### **Article 11 (Disclaimer of the Company)**

1. The Company shall not be liable in any way for any other damage caused due to any error in the settings etc. made by the Customer or third party.
2. When the Customer uses Adobe Express provided by Adobe Systems Software Ireland Limited (or other specified entities, as the case may be) on the Service, the Customer shall comply with the terms of use and other provisions set forth by Adobe Systems Software Ireland Limited (or other specified entities, as the case may be). The Company shall not be liable in any way for any damages incurred by the Customer or other third-party service provider in connection with such use.

#### **Article 12 (Force Majeure)**

The Company shall not be liable in any way even when an advertisement, which was scheduled to be distributed, could not be distributed or was not distributed appropriately, or when the Service cannot be operated due to calamities, communication failures or other force majeure events, hacking or cracking by a third party, failure of the internet infrastructure or the Customer's server, or any other reason that is not attributable to the Company, or for measures that need to be performed by the Company for providing the Service such as emergency system maintenance or maintenance inspection.

#### **Article 13 (Confidentiality)**

1. With respect to information disclosed by the Company designated as confidential to the Customer (hereinafter referred to as "Confidential Information"), the Customer shall treat such information as strictly confidential.

2. Personal information disclosed by the Company to the Customer pursuant to the Service Agreement shall be treated as Confidential Information. The Company and the Customer shall use reasonable efforts to prevent any divulgence, falsification or eavesdropping of such personal information.

3. If the Customer becomes aware of any divulgence, falsification or eavesdropping of the Confidential Information, it shall immediately report to the Company in writing, including by way of email.

4. The Customer may not disclose the Confidential Information to any third party without the prior written approval of the Company; provided, however, that the following information shall not correspond to Confidential Information:

(1) Information that was already known to the Customer prior to the disclosure;

(2) Information that is publicly known or generally available to the public;

(3) Information that the Customer has legitimately obtained from a third party without bearing any confidentiality obligation; or

(4) Information that the Company has agreed in writing to be excluded from the Confidential Information.

5. In the event that the Customer is required by any applicable laws, the rules of Financial Instruments Exchange or any other regulations equivalent to such rules (hereinafter collectively referred to as the "Laws") to disclose any of the Confidential Information disclosed by the Company, the Customer shall provide the Company with prompt written notice of such requirement; provided, however, that if the Customer will not be able to provide the Company with a prior notice due to the restrictions by Laws or time constraint, the Customer may provide a late notice to the Company. When the Company is to disclose the Confidential Information pursuant to the provisions of this paragraph, notwithstanding the provisions of Paragraph 1 of this article, the Company may do so within the requisite minimum scope; provided, however, that, if the Company gives instructions to the Company for maintaining the secrecy of the Confidential Information in the foregoing disclosure, the Company shall comply with such request to the extent possible under the applicable laws and on a practical level of the Company's operation.

6. If the Service Agreement is terminated or if the Company requests during the term of the Service Agreement, the Customer shall return or destroy the Confidential Information and any reproductions thereof.

#### **Article 14 (Rights to Information)**

1. The Customer holds the intellectual property rights, including copyrights, to information that the Customer registers, submits or uploads for the Service; provided, however, that the Company is not obligated to protect the Customer's intellectual property rights.

2. The Customer shall grant the Company a license to use the information that the Customer registers, submits or uploads for the Service, to the extent necessary for the Service. The Customer agrees not to enforce its author's moral rights against the Company.

3. The Customer agrees in advance that all information, Materials and Deliverables that the Customer registers, submits or uploads for the Service will be deleted at the Company's discretion if the Service Agreement expires or is terminated or if the provision

of the Service is terminated.

#### **Article 15 (Handling of Data, etc.)**

1. The Company may, at its own discretion and without notifying the Customer, change the production templates of the images and fonts, etc. provided by the Company or the third parties designated by the Company at any time.

2. The Company will acquire and retain the production history of images and movies utilized by the Customer (excluding information capable of identifying specific individuals; hereinafter collectively referred to as the "Provided Information"), and may compute statistics based on the Provided Information and provide the computed statistics to the Customer. The Customer agrees that the Company may acquire and use, free of charge, the Provided Information and all information generated and used in the Service (including, but not limited to, log information) for providing the Service, measuring the effectiveness of distribution using the Deliverables, preventing misconduct, and improving and bettering the performance of the Company's services at its own discretion and without any time limit.

3. When the Customer uses Adobe Express on the Service, the Company will receive some information from Adobe Systems Software Ireland Limited (or other specified entities, as the case may be) about the Deliverables the Customer create with Adobe Express and link this information to information held by the Company for the purpose of providing the Service.

#### **Article 16 (NO WARRANTIES)**

1. THE COMPANY SHALL PROVIDE NO WARRANTY, EITHER EXPRESSLY OR IMPLIEDLY, WITH RESPECT TO THE SERVICE, THAT THERE ARE NO DEFECTS (INCLUDING, WITHOUT LIMITATION, FAULTS WITH RESPECT TO SECURITY, ETC., ERRORS OR BUGS, OR VIOLATIONS OF RIGHTS) OR AS TO THE SAFETY, RELIABILITY, ACCURACY, COMPLETENESS, EFFECTIVENESS AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY WILL IN NO WAY BE RESPONSIBLE FOR PROVIDING CUSTOMERS WITH THE SERVICE AFTER DELETING SUCH DEFECTS.

2. THE COMPANY DOES NOT WARRANT THE EFFECTIVENESS OF ADVERTISING THROUGH THE SERVICE.

#### **Article 17 (Compensation for Damages)**

1. If the Company incurs damage due to the Customer's violation of these Terms of Use, the Customer shall immediately compensate the Company for all such damage (including, but not limited to, reasonable attorneys' fees).

2. If the Customer receives any claim, allegation, demand, request or motion, etc. (hereinafter collectively as the "Claims") to the effect that the Customer has infringed upon the rights of any third party, including the users of the Company Services, in relation to the Service, the Customer shall resolve such Claims at its expense and responsibility. If the Company incurs any damage due to such Claims, the Customer shall immediately compensate the Company for all such damage. If the Company resolves the Claims, the Customer shall pay for all expenses incurred by the Company in resolving the Claims.

3. The Company is not responsible for any damage that the Customer may incur during any interruption or suspension of the Service due to force majeure such as fire, electric

outage or natural disaster, network or system failure, or any of the events set forth in Article 7, Article 8 and Article 12.

4. The Customer acknowledges and agrees that if the Customer access or use the production templates of the images and fonts, etc. through the Service provided by the third parties designated by the Company at any time, there can be situations where the said external service would be unavailable to the Customers due to technical or other reasons. Furthermore, the Customer may suffer disadvantages including, but not limited to, complaints from the disadvantageous treatment by the Platform Provider (hereinafter collectively referred to as “Disadvantages”). The Customer assumes the risk of suffering Disadvantages, and acknowledges that the Customer lead to such external service at its own risk. The Customer agrees that the Company will not be held liable for any loss or damage caused by unavailability of the external service or the Disadvantages.

5. THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGE INCURRED BY CUSTOMERS FROM THE USE OF THE SERVICE, UNLESS SUCH DAMAGE IS ATTRIBUTABLE TO THE INTENTIONAL OR GROSSLY NEGLIGENT ACTS OF THE COMPANY; PROVIDED, HOWEVER, THAT, IN THE CASE THAT THE AGREEMENT BETWEEN THE CUSTOMER AND THE COMPANY WITH RESPECT TO THE USE OF THE SERVICE FALLS UNDER A CONSUMER CONTRACT AS DEFINED UNDER THE CONSUMER CONTRACT ACT OF JAPAN (“CONSUMER CONTRACT”), THE COMPANY WILL BE LIABLE TO PROVIDE COMPENSATION FOR DAMAGE ARISING DUE TO NEGLIGENCE ON THE PART OF THE COMPANY (EXCLUDING GROSS NEGLIGENCE) ARISING FROM CONTRACT OR TORT ONLY WITHIN THE RANGE OF (A) THE DAMAGE WHICH IS NORMALLY INCURRED (I.E., EXCLUSIVE OF LOST PROFITS AND OTHER DAMAGES ARISING UNDER SPECIAL CIRCUMSTANCES) AND DIRECTLY INCURRED, AND (B) JPY 10,000, AT THE MAXIMUM.

6. IF A CUSTOMER INCURS DAMAGE AS A RESULT OF GROSS NEGLIGENCE ON THE PART OF THE COMPANY, THE COMPANY WILL BE RESPONSIBLE TO PROVIDE COMPENSATION FOR THE DAMAGE INCURRED BUT ONLY WITHIN THE RANGE OF (A) THE DAMAGE WHICH IS NORMALLY INCURRED (I.E., EXCLUDING LOST PROFITS AND OTHER DAMAGES ARISING UNDER SPECIAL CIRCUMSTANCES) AND DIRECTLY INCURRED, AND (B) JPY 10,000, AT THE MAXIMUM; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT APPLY IF THE AGREEMENT BETWEEN SUCH CUSTOMER AND THE COMPANY FALLS UNDER THE DEFINITION OF A CONSUMER CONTRACT.

#### **Article 18 (Change of Name and Other Information of the Customer)**

1. If there is any change to the Customer’s registered matters, the Customer shall promptly notify the Company of the change according to the Company’s prescribed method.

2. If the Company receives the notice in the preceding paragraph, the Company may request the Customer to provide a document evidencing such change, and the Customer shall comply with such request.

#### **Article 19 (Transfer of the Position and Succession)**

The Customer shall not transfer, assign, provide as security to a third party, or allow any third party to succeed, its status under the Service Agreement or its rights and obligations arising in connection with the Service Agreement, without going through the Compa

ny's prescribed method.

**Article 20 (Relationships between These Terms of Use and Laws and Regulations)**

If the provisions of these Terms of Use violate any laws and regulations applicable to an agreement between Customers and the Company with respect to the Service (including, without limitation, the Consumer Contract Act of Japan), such provisions, to the extent of such violation, shall not apply to the agreement with the Customers; provided, however, that the remaining provisions of these Terms of Use shall not be affected.

**Article 21 (Severability)**

If any of the provisions of these Terms of Use is declared to be invalid or unenforceable by the court or any other competent authorities, the invalidity or unenforceability of such provision shall have no effect on the validity or enforceability of other provisions or related rules. The provision that is declared to be invalid or unenforceable shall be changed to a provision that reflects initial intent of the Company and the Customer in compliance with the laws.

**Article 22 (Governing Law)**

These Terms of Use shall be governed by the laws of Japan.

**Article 23 (Exclusive Jurisdiction)**

The Company and the Customer agree that either the Tokyo Summary Court or the Tokyo District Court, as determined depending on the amount of damages claimed, shall have the exclusive jurisdiction for the first instance over any disputes related to these Terms of Use or the Service.

**Article 24 (Consultation)**

With respect to any matter not provided in these Terms of Use, the Company and the Customer shall discuss and resolve issues that may arise in good faith.

Enacted on 30, June 2020

Revised on 28, February 2024

Revised on 30, April 2024