

## **MyShop Open API Terms of Use**

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING MYSHOP OPEN API SO THAT YOU ARE AWARE OF YOUR LEGAL RIGHTS AND OBLIGATIONS WITH RESPECT TO THE API SERVICE.

### **1. INTRODUCTION**

The MyShop Open API Terms of Use (the “Terms of Use”) set forth the terms and conditions for use of MyShop Application Programming Interfaces made available via the MyShop portal, platform, or tool (the “API Service”) which is provided by LINE Corporation (LINE Corp.) as the service provider and LINE Company (Thailand) Limited and its affiliates as the distributor (collectively, “LINE” , “we” , “us” , or “our”). This is a legal agreement between your company, organization, or other legal entity for whom you have authority to enter into this agreement (“You” or “your”), for use of the API Service. These Terms of Use may be updated from time to time by LINE.

Please note that these Terms of Use constitute an integral part of [the MyShop Terms and Conditions of Service for Seller](#). In the event of a conflict among the Terms of Use and the MyShop Terms and Conditions of Service for Seller, these Terms of Use will prevail.

BY USING THE API SERVICE, YOU GIVE YOUR IRREVOCABLE ACCEPTANCE OF AND CONSENT TO THESE TERMS OF USE, AS AMENDED FROM TIME TO TIME, INCLUDING ANY ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR LINKED HERETO. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE OR ACCESS OUR SERVICES. IF YOU ARE UNDER THE LEGAL AGE FOR GIVING CONSENT HEREUNDER (THE “LEGAL AGE”), YOU MUST GET PERMISSION FROM A PARENT OR LEGAL GUARDIAN TO USE THE API SERVICE, AND THAT PARENT OR LEGAL GUARDIAN MUST AGREE TO THESE TERMS OF USE. IF YOU DO NOT KNOW WHETHER YOU HAVE REACHED THE LEGAL AGE, OR DO NOT UNDERSTAND THIS SECTION, DO NOT CREATE AN ACCOUNT OR ACCES TO THE API SERVICE UNTIL YOU HAVE ASKED YOUR PARENT OR LEGAL GUARDIAN FOR HELP. IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR, YOU MUST ACCEPT THE TERMS OF USE ON THE MINOR'S BEHALF AND YOU WILL BE RESPONSIBLE FOR ALL.

You agree that your acceptance expressed electronically will be considered binding and definitive. Therefore, these Terms of Use constitute the agreement applicable between you and LINE in respect of your use of the API Service provided by LINE.

### **2. DEFINITIONS**

2.1 “API” means application programming interface made available via the MyShop platform/tool which is provided by LINE pursuant to these Terms of Use to build and/or develop compatible application software.

- 2.2 **“API Account”** means the account by which You will have access to the API through the API Service.
- 2.3 **“API Documentation”** means collectively, the operating instructions, user manuals, and other documentation, in written or electronic form, made available to You through our API Service.
- 2.4 **“API Key(s)”** means your API Account password and any API key (ID and secret) provided to allow You to access the API Service.
- 2.5 **“Confidential Information”** means all non-public information that a party designates, either in writing or orally, as being confidential, or which, under the circumstances of disclosure, should be treated as confidential. Confidential Information includes information relating to (i) business policies or practices of a party, (ii) customers or suppliers of a party, or (iii) information received from others that the disclosing party is obligated to treat as confidential, but does not include information that was known to the receiving party prior to disclosure by the disclosing party, or information that becomes publicly available through no fault of the receiving party. For clarity, the API, API Documentation, the API Account and the API Key(s) are notably considered as Confidential Information.
- 2.6 **“Contents”** means any and all data, content, and information made available to You through the API in connection with the MyShop service.
- 2.7 **“ID”** means identification assigned to You for the use of the API Service. LINE may assign one or more ID, at its sole discretion, to You for implementation of the API Service.
- 2.8 **“Licensed Material”** means API, API Account, API Key(s), ID, API Documentation, or any other specifications provided by LINE at its sole discretion for the purpose of using of the API Service pursuant to these Terms of Use and the Contents.
- 2.9 **“MyShop Terms and Conditions of Service for Seller”** means terms and conditions for using MyShop service/tool where a seller shall agree and accept prior to using the service.
- 2.10 **“Terms of Use”** means the MyShop Open API Terms of Use. We may also refer to the “Agreement”.

### 3. ACCOUNT

- 3.1 Usage of the API Service requires the API Account and the API Key registered with LINE. By registering for the API Account, You hereby represent and warrant that all information submitted during the registration process is true and accurate, and undertake to ensure that all such information remains accurate and updated throughout the period of usage of the API Service.
- 3.2 LINE may, at its sole and absolute discretion, accept or reject any application for the API Account and/or suspend or terminate your API Account without any reason, prior notice, or any liability, pertaining to if we realize or suspect that You have failed to observe to these Terms of Use.

- 3.3 You shall, at all times, maintain the security and prevent the misuse of your API Account, and any API Key or other credentials provided in connection with the API Service. LINE may, from time to time and in its sole and absolute discretion, request you to update your personal data or account settings. You must notify LINE immediately in the case where You notice or suspect that the security of your API Account, the API Keys, or other credentials has been compromised.
- 3.4 You may not transfer, loan or share your API Account, the API Keys, or other credentials in connection with the API Service with any third party without the prior written consent from LINE (a corporate email address is acceptable). Further, You must be liable for any loss, damages incurred if you transfer, loan, or share your API Account, the API Keys, or other credentials to any third party in any cases for whatever reasons.
- 3.5 You acknowledge and agree that (i) you shall be fully responsible for, and bound by, any and all access and use of the API Service, and any information, data or communication referable to your API Account, whether or not authorised by you; and (ii) LINE shall (to the fullest extent permitted by all applicable statutes, enactments, ordinances, rules, by-laws, regulations, notifications, guidelines, directions, and orders of any governmental authority, court verdicts, as may be applicable, international treaties and regulations (“Applicable Laws”)) be entitled to act upon, rely on and hold You fully responsible and liable in respect thereof as if the same were carried out or transmitted by You.

#### **4. Usage of the Licensed Material**

##### **4.1 Licensed Material Grant**

- (1) Subject to Terms of Use, LINE grants You a limited, non-exclusive, non-assignable, and terminable license to use the Licensed Material (subject to the full compliance with these Terms of Use) in solely for the purposes of:
  - (a) developing, using, supporting, and testing your applications that interoperate with MyShop service;
  - (b) allowing to make use of MyShop service in accordance with these Terms of Use through your application; and
  - (c) making limited copies of LINE Contents only to the extent necessary to perform the activities by these Terms of Use; provided that, such copies shall be permanently deleted when it is no longer required for those activities.

For clarity, any additional usage rights made available to You by LINE remain at LINE’s sole and absolute discretion.

- (2) By making use of the API Service, You hereby agree that LINE may access your application and/or other materials relevant to your use of the API Service as reasonably determined by LINE so as to verify your compliance with these Terms of Use. Further, You hereby agree that LINE may crawl or monitor online applications, and You agree not to block or interfere with such efforts by LINE.
- (3) To ascertain the stability and credibility of the API Service, LINE reserves the right, without notice and in our sole and absolute discretion, to terminate the Licensed Material. Moreover, LINE may give an immediate notice to You to destroy all versions of the API's data on your application or website. For example, if the content of your website or application is of an offensive nature, or if LINE data is published in a manner or context that could conflict with our values or exhaust LINE brands into disrepute, we will disable the relevant the API Account and/or the API Key(s).
- (4) LINE will have the right to do quality insurance inspections of the applications and withhold the right to use the API Service and the Intellectual Property Rights (as defined below) if the quality is not satisfactory to LINE, at its sole and absolute discretion. Please contact us to obtain additional information on guidelines.
- (5) You agree to integrate your application and all related data with any security services that LINE may provide. Any such requirement for integration shall be made known to You prior to your access to any application keys, the API Account, the API Keys, and/or the API, and failure to comply will result in your inability to access such API Service. You acknowledge that LINE will monitor such integration and notify you of any suspicious or unauthorised activities throughout the period of using the API Service. Upon receipt of such notification, you undertake to respond and remediate such issues within five (5) business days. LINE may, at its sole and absolute discretion, notify you and require the addition or update of MyShop service integrated with your application, and you undertake to authorise and carry out any such addition or update within thirty (30) days upon receipt of notification.
- (6) LINE may, at its sole and absolute discretion, limit your use of the API Service (for example, by limiting the number of API requests where you may make or the number of users per application) and you undertake not to circumvent such limitations.
- (7) You hereby acknowledge and agree that LINE will solely provide the API Service to you by way of offering automatic connection with LINE's API through the channels available for MyShop and/or LINE Shopping service and granting to you a license to use the Licensed Materials as set out in clause 4.1.

#### 4.2 Restrictions

You shall not:

- (1) modify, translate, reverse engineer, extend, subset, superset, decompile, alter, or disassemble the Licensed Materials;
- (2) sublicense for use by a third party or use the Licensed Materials to replicate, frame, or mirror MyShop service, the API Service, or to create the service that adversely affects the functionality or performance of MyShop service or the API Service;
- (3) interfere with or disrupt the API Service or attempt to gain access to any systems or networks that connect thereto;
- (4) interfere, disrupt, or disable any features or functionality that is embedded or included with the API Service;
- (5) install spyware, adware, or other malicious programs or code in the API Service;
- (6) use the API Service in a manner that would adversely impact the stability of MyShop service or any other services operated by LINE or affiliates;
- (7) use the API Service in a manner that exceeds reasonable request volumes, constitutes excessive or abusive usage or otherwise violates any of the Terms of Use, LINE Guidelines and Policies;
- (8) circumvent any security measures or technical limitations of the API Service;
- (9) collect, process, use, disclose, or transfer the personal data of any user other than for the performance of the obligations under MyShop Terms and Conditions of Service for Sellers through the API Service;
- (10) promote sexually explicit, lewd, and/or pornographic materials, or depictions of violent or sexual acts on or through the API Service;
- (11) promote violence, hate, discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age on or through the API Service;
- (12) make libelous or defamatory statements or knowingly false or misrepresent another person on or through the API Service;
- (13) violate the privacy, publicity, morals, or any other right of any third party with respect to operation of the API Service;
- (14) harass, threaten, abuse or insult end users or any other person on or through the API Service;
- (15) facilitate the violation of any Applicable Laws, regulation, or governmental policy; or promote illegal activities on or through the API Service;

- (16) use the Licensed Materials to infringe upon the intellectual property rights of any third party, including the copyrights, trademarks, trade names, trade secrets or patents of such third party (“Infringing Act”) or otherwise commit Infringing Act on or through the API Service;
- (17) offer or disseminate any fraudulent goods, services, schemes or promotions, including any make- money-fast schemes, chain letters, or pyramid schemes on or through the API Service;
- (18) display LINE Contents in relation to the performance of any LINE services relative to the performance of any other third party services;
- (19) transmit unsolicited bulk messages on or through the API Service;
- (20) damage LINE’s or any user's or other third party's systems and networks, including any transmissions which may damage, interfere with, surreptitiously intercept, or expropriate any system, program, data or personal data in connection with the API Service;
- (21) make any statement or action which suggest partnership with, endorsement by, assumption of responsibility, or sponsorship by LINE unless otherwise agreed by LINE in writing;
- (22) act or omit in a manner that your applications are mistaken or misrepresented as being the products or services of LINE.

Again, the Licensed Material shall be terminated automatically and immediately if You violate any of these terms.

4.3 In the event that Your Contents are an online coupon code, an online gift voucher, or any of online Contents where You shall deliver to your customers via your LINE Official Account by using the API Service, You shall, at all times, ascertain that such customers shall not block the LINE Official Account or take any action that precludes You from delivering the online Contents via such channel; otherwise the customers may not receive the online Contents.

4.4 LINE will deliver the Licensed Materials to You within the reasonable period. All Licensed Materials will be sent to your designated email address or any other channels as LINE deems appropriate. Further, you shall be solely responsible for implementation of the API Service.

4.5 LINE will provide You with any support reasonably necessary at its sole determination for implementation of the API Service.

#### 4.6 Costs and Expenses

You are solely responsible for all costs and expenses in relation to your use of API Service and any Licensed Materials, including the development of any applications, as applicable. In any event, LIONE will not reimburse You for any costs or expenses.

Unless there is a specific agreement between You and LINE, LINE has no obligation to provide support, maintenance, updates, upgrades, modifications, or new releases of the API Service.

## **5. DISCLAIMER**

- 5.1 The API Service, the API, and other Licensed Materials are provided "AS IS" on an "AS AVAILABLE" basis without warranty or condition of any kind. LINE disclaims all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose and non-infringement, and any warranties or conditions arising out of course of dealing or usage of trade. LINE is not responsible or otherwise liable (and makes no representation or warranty) for the accuracy, content, completeness, legality, reliability, or availability of the Licensed Materials.
- 5.2 LINE shall not be responsible for any loss or damage incurred to You in connection with all losses, indemnities, expenses, penalties, or interest as a result of or in connection with its IT-related products and/or services, its servers, systems, and the performance of its duties and obligations on its part.
- 5.3 Pursuant to Article 4.3 hereof, LINE shall not be responsible for any loss or damage incurred to You and/or your customers with respect to failure to deliver the online Contents or whatsoever where such fault is not attributable to LINE. In this respect, You shall be solely liable to your customers for such loss and damage.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1 You acknowledge that LINE or LINE's licensors own the Licensed Materials in the API Service including any and all related copyright, patent, trade secrets, trade or business names, goodwill and reputation, moral rights, domain names, layout design rights, registered designs, database rights, and other similar intellectual property rights and all applications for the same, whether presently existing or created in the future, anywhere in the World, whether registered or not (pertaining to all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current, or future infringement, misappropriation, or violation of any of the foregoing rights) (the "Intellectual Property Rights"), and that You have no right, title, or interest in the Intellectual Property Rights, except for the right to use as permitted by these Terms of Use.
- 6.2 You shall not disseminate or permit the use of any LINE Contents made available to You through the API Service by any means or in any form, except as an integral part of your application and in accordance with these Terms of Use, together with the relevant LINE Guidelines and Policies.
- 6.3 Subject to these Terms of Use, and the prior written consent of LINE, LINE grants you a royalty-free, limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to display its names, trademarks, servicemarks, tradenames, logos, and other distinctive brand features (the "Marks") as set forth in the LINE Policies for the purpose of promoting or advertising your application. All use by You of LINE's Marks (including any goodwill associated therewith) will inure to the benefit of LINE.

- 6.4 Unless otherwise expressly provided in these Terms of Use, LINE shall not acquire any ownership of any Intellectual Property Rights in any of your information, text, graphics, photographs and materials or content submitted by You through the API Service or any of your applications (the “**User Materials**”).
- 6.5 You hereby agree that:
- (a) You shall be fully responsible for the contents of your transmissions or communications through the API Service;
  - (b) before transmitting any User Materials, You shall ensure that You have the necessary rights and authority prior to such transmission or communication through the API Service;
  - (c) You grant to LINE a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive licence to use, host, store, modify, communicate, and publish the User Materials in connection with the provision of the API Service, and for purposes which You have instructed; and
  - (d) LINE may, at its sole and absolute discretion, display your Marks for the purposes of advertising or publicising your participation in the API Service and use of the API. In the event that You request for your application to be hosted on any LINE website and/or application, You hereby authorize LINE and its affiliates to host, link to, and otherwise incorporate the application into the MyShop service and to carry out any copying, modification, distribution, internal testing, or other processes LINE deems appropriate.

## **7. DATA PROTECTION**

- 7.1 LINE places its highest priority on your privacy.
- 7.2 LINE promises to protect the privacy and your personal data in accordance with the [LINE Privacy Policy](#).
- 7.3 LINE promises to exercise the utmost care and attention regarding its security measures for the continued security of any and all your information.
- 7.4 By using any of the API Service, You further state and certify that You has carefully read and know the contents as set out in the [LINE User Data Policy](#).

## **8. FEES**

LINE reserves the right to charge fees or royalties for use of the API Service in accordance with another legal frame.

## **9. CONFIDENTIALITY**



- 9.1 You agree to hold all Confidential Information, such as the API, in strict confidence, not to disclose, distribute or disseminate the Confidential Information or information derived therefrom in any way to any third party and not to use the Confidential Information for your own benefit or the benefit of others, or for any purpose except in connection with the purpose in the Terms of Use.
- 9.2 Upon LINE's request, You will return or destroy (and certify such destruction) all materials, in any medium, that contain, embody, reflect, or reference all or any part of any Confidential Information.
- 9.3 You acknowledge that breach of this provision may result in irreparable harm to LINE, for which money damages may be an insufficient remedy, and therefore LINE will be entitled to seek injunctive relief to enforce the provisions of this section without requirement of posting a bond or providing special evidence.

## **10. WARRANTIES AND INDEMNITIES**

- 10.1 You represent, warrant, and covenant that: (a) You are a corporation duly organized and existing under the laws of its jurisdiction of incorporation or You are a competent person under the Applicable Laws; (b) it has the right, power and authority to enter into these Terms of Use; (c) the entry into of these Terms of Use by not violating any agreement or obligation existing between You and any other person or entity, and throughout the agreement period hereof, You will not enter into any agreement or obligation with any person or entity that is inconsistent with any of the provisions of these Terms of Use; (d) You shall comply with all Applicable Laws, these Terms of Use, and all third party rights and all LINE policies in connection with the API Service.
- 10.2 You agree to indemnify, defend (or settle) and hold LINE harmless from and against any and all claims, damages, liabilities, actions, judgments, costs and expenses (including reasonable attorneys' entitled to recover its reasonable fees) brought by a third party arising out of or in connection with (i) your unauthorized use of the Licensed Material; or (ii) your breach or alleged breach of any of the obligations or representations under these Terms of Use.

## **11. LIMITATION OF LIABILITY**

IN NO EVENT, SHALL LINE BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE API SERVICE.

## **12. TERM AND TERMINATION**

- 12.1 These Terms of Use between You and LINE and/or LINE Affiliate shall commence upon the creation of your API Account, and shall continue for so long as You are using any of the API Service, unless terminated in accordance with these Terms of Use.

12.2 LINE may cease providing all or part of the API Service without any prior notice to You in case of the occurrence of any of the following:

- (a) When conducting maintenance or repair of systems;
- (b) When the API Service cannot be provided due to force majeure such as an accident (fire, power outage, etc.), act of God, war, riot, labor dispute, etc.;
- (c) When there is system failure or heavy load on the system;
- (d) When securing the safety of You, or in the case of an emergency for the public welfare; or
- (e) When LINE otherwise reasonably determines it to be necessary, other than those set forth in items (a) through (d).

12.3 LINE may, at any time, immediately suspend, cease, or terminate these Terms of Use without prior notice if:

- (a) You have breached any provision of the Terms of Use, LINE Guideline or Policies;
- (b) LINE is required to do so by law; or
- (c) You decline to accept any new terms or version of these Terms of Use.

12.4 Upon termination for any reason, You agree to cease without delay all use of the API Service, together with the Licensed Materials in relation to the API Service.

12.5 Termination of these Terms of Use for any reason shall not affect any rights, remedies, obligations, or liabilities that have accrued up to the date of termination, including the right to claim damages in respect of any breach which existed at or before the date of termination.

12.6 Any provisions which are either expressed to survive termination of these Terms of Use or, from their nature or context, are apparently intended to survive termination of these Terms of Use shall remain in full force and effect notwithstanding termination of these Terms of Use.

### **13. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms of Use shall be governed by the laws of Japan without regard to or application of any conflict of laws, or provisions. You consent to the exclusive jurisdiction of the Tokyo District Court in Japan.

### **14. GENERAL**

- 14.1 Nothing in these Terms of Use shall constitute a partnership, joint venture, or principal-agent relationship between You and LINE, nor does it authorise you to incur any costs or liabilities on LINE's behalf.
- 14.2 The failure of any party to insist on or enforce strict performance of any provision of these Terms of Use or to exercise any right or remedy under these Terms of Use will not be construed as a waiver. Waiver by either party of a breach of any provision contained herein must be in writing, and no such waiver will be construed as a waiver of any other and/or succeeding breach of such provision or a waiver of the provision itself.
- 14.3 If any provision of these Terms of Use is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. LINE and You agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.
- 14.4 You may not assign any of your rights or delegate the performance of any of your obligations under these Terms of Use without the prior written consent of LINE. Any purported assignment in violation of hereof shall be null and void. LINE reserves the right to assign this Terms of Use or any right or obligation under these Terms of Use to the LINE's Affiliate without consent.
- 14.5 You acknowledge that LINE works with many software developers and some of their software and related services may be similar to or compete with your applications. LINE may also be developing its own similar or competing applications and products. Nothing in these Terms of Use shall in any way limit, restrict or preclude LINE from pursuing any of these, or any other, present or future business activities, opportunities, or interests or from entering into any agreement or transaction with any person.
- 14.6 If you have any questions or concerns about these Terms of Use or any issues raised in these Terms of Use, please contact us at: [lineshoppingseller@linecorp.com](mailto:lineshoppingseller@linecorp.com).

I have read these terms of use and agree to all of the provisions contained above and any revision the same hereafter. By clicking the "I Agree & Continue" button, I understand that I am creating a digital signature, which I intend to have the same force and effect as if I had signed my name manually.

**Date of Announcement: 23 December 2022**