

## Master Terms and Conditions

We provide this translation for your convenience. The Japanese version is the official language we use to enforce these Master Terms and Conditions.

### Master Terms and Conditions

These Master Terms and Conditions comprise the terms of agreement for the display of Yahoo! JAPAN Ads (except for the advertising products specified by LY Corporation [LYC]) including but not limited to Search Ads and Display Ads submitted with LYC by the client (the "Applicant"). If there is any inconsistency between the terms of these Master Terms and Conditions and those of another agreement that has been entered into between LYC and the Applicant separately in writing or on the website regarding the display of advertising (be it in the name of an "agency agreement" or any other name), that separate agreement will take precedence over these Master Terms and Conditions.

### Article 1 Formation of Agreement

1.

Every time the Applicant wishes to post an advertisement (Advertisement), the Applicant must once again consent to these Master Terms and Conditions and submit a standard application via the LYC website, or by way of another means specifically instructed by LYC.

2.

The Applicant warrants that it will provide true and accurate information to LYC and that there will not be any incomplete or insufficient entries when submitting an application to post an Advertisement as set forth in the preceding paragraph. In addition, the Applicant will keep such information updated and accurate even after the formation of the Advertising Agreement as set forth in the immediately following paragraph.

3.

If LYC indicates that it accepts the application to post an Advertisement described in Paragraph 1 of this Article, an advertising agreement (Advertising Agreement) will be formed in respect of that Advertisement, having as its terms of agreement these Master Terms and Conditions.

4.

When LYC receives an application from the Applicant to display the Advertisement, LYC will create an advertising account (refers to an identifier used to perform advertising display management related to the Advertisement such as posting advertisement management and budget management, hereinafter referred to as “advertising account” ; the advertising account and the MCC account defined in Paragraph 1 of Article 5 are hereinafter collectively referred to as the “Account” ) for the Applicant, and if LYC decides to approve the Advertisement after confirming receipt of the Deposit (defined in Paragraph 2, Item 1 of Article 6) and upon performing a credit check (However, this shall be limited to the use of the payment methods set forth in Paragraph 2, Item 1 of Article 6.), advertisement check and other standard procedures, LYC will indicate the acceptance of the preceding paragraph by displaying the Advertisement.

LYC is also able to indicate its acceptance of the Advertisement by sending a message to the email address provided by the Applicant when applying, or displaying a message on the Tool (defined in Paragraph 1 of Article 4). In addition, if an application from the Applicant to display the Advertisement is for a Yahoo! JAPAN Ads Display Ads (Guaranteed) ( “Display Ads (Guaranteed)” ), LYC is also able to indicate its acceptance of the Advertisement by sending a message to the email address provided by the Applicant when applying, or by displaying on the Tool to the effect that the application has been guaranteed.

5.

For Advertisements already displayed under the Advertising Agreement, the Applicant will once again consent to these Master Terms and Conditions and use the Tool or another means specifically instructed by LYC to apply for any additions of, or changes to, Keywords (defined in Paragraph 1 of Article 2), Advertisement Unit Price (defined in Paragraph 8 of Article 6), or budgets, or otherwise make changes to terms, add new advertisements or make changes to advertisements. (However, as for Display Ads (Guaranteed), the Applicant only may add new advertisements.) The application of Paragraph 3 of this Article is extended to Advertising Agreements whose terms have been changed and Advertising Agreements that have formed in relation to newly-added Advertisements.

6.

The Applicant acknowledges that all communications, emails, information and the

like sent by LYC before the Advertisement is displayed are sent for the purpose of confirming the details of applications, and similar purposes, unless LYC describes clearly the acceptance under Paragraph 4 of this Article.

7.

The Applicant acknowledges that in the event that the Applicant breaches Paragraph 2 of this Article, or in the event that LYC determines that the Advertisement is not appropriate based on credit check, advertisement check (including inspection of Links, as defined in Paragraph 1, Item 1 of Article 2) set forth in Paragraph 4 of this Article, or other criteria (including but not limited to cases where the Applicant is providing services that compete with the services provided by LYC), LYC may refuse applications from the Applicant to post advertisements (including changes of terms and applications for adding new advertisements as set forth in Paragraph 5 of this Article; the same shall apply hereinafter), and LYC shall not be liable in any way for such refusal. If LYC has refused the Applicant's application and closed the Applicant advertising account in question, but the Applicant has already made a Deposit, LYC will return that Deposit pursuant to the prescribed procedures, by a method voluntarily specified by LYC; provided, however, that if the Applicant fails to specify an account for returning the Deposit balance after being requested to do so by LYC within a separately set deadline, or if LYC is otherwise unable to return the Deposit balance to the account specified by the Applicant for a reason not attributable to LYC, LYC may appropriate such Deposit balance in accordance with the policies set forth by LYC. If LYC is returning the Deposit balance by way of transfer to the Applicant's bank account, any transfer charges will be borne by LYC. (Elsewhere, all transfer charges will be borne by the Applicant unless it is stated explicitly in the Master Terms and Conditions that they are to be borne by LYC).

#### Article 2 Responsibilities of the Applicant

1.

The Applicant guarantees LYC the following:

(1)The Applicant will bear full responsibility for Advertisements, links from Advertisements (including domain names, URLs, websites in the same domain, redirects and the like; the "Links" ), and keywords bid on by the Applicant in relation to Advertisements (Keywords).

(2)The content ( "content" hereinafter includes title, text, design, keywords,

images and similar elements) and Links of the Advertisement do not infringe upon the copyright, industrial rights, publicity rights, privacy rights, or any other rights of third parties ( "third parties" hereinafter includes "Affiliates" as defined in Article 3), and all outstanding third-party rights have been settled.

(3)The content and Links of the Advertisement are not in breach of the Law on Securing Quality, Efficacy and Safety of Products Including Pharmaceuticals and Medical Devices, the Law for Preventing Unjustifiable Extra or Unexpected Benefit and Misleading Representation, or any other related Laws, Regulations and Rules (as defined in Article 16; hereinafter the same).

(4)The content and Links of the Advertisement are properly managed by the Applicant and do not interfere with LYC' s ability to execute Advertising Agreements.

(5)The content and Links of the Advertisement are accurate and up to date, are not confusing to Applicants (referring to any person using websites, applications or similar via the internet or other means of communication regardless of the device used to do so; hereinafter referred to as "Applicants" ), do not contain viruses or false information, and are not irrelevant to each other.

(6) The Keywords used in the Advertisement are clearly and directly related to the content, purpose and theme of the Advertisement and Links (except for advertising product expressly specified by LYC separately as having no need for such relevance), and do not infringe upon the guidelines or operational policy regarding Keywords set down by LYC.

(7)Neither the Advertisement nor its Links are "dead."

(8)The Advertisement and Links do not include elements that compromise standards of public decency or are defamatory to or slanderous of third parties.

(9)The Applicant has not conducted any act of avoiding any prescribed advertisement checks for the Advertisement and its Links.

(10)For Display Ads (Guaranteed), the applicants must complete the submission of this advertisement and other necessary procedures by the date specified by LYC.

(11)In addition to where specified in the preceding items, the format and Links of the Advertisement must not infringe upon the Advertisement Editorial Guidelines set down by LYC, or with other display content rules guidelines, or similar (hereinafter referred to collectively as "Advertising Guidelines" ).

(12)The advertising data usage standards specified by LYC and other data usage regulations, guidelines and the like specified by LYC (hereinafter referred to collectively, "Data Usage Guidelines" ) will be observed when, under the provisions of the Advertising Agreement, data is acquired by the Applicant itself or transferred between the Applicant and LYC, or data possessed or managed by the

Applicant itself is used by the Applicant in relation to Advertisement display.

2.

In addition to the provisions of the preceding paragraph, the Applicant warrants that in relation to Advertisement display, it will observe the guidelines and other conditions specified by LYC.

3.

If an Applicant breach of a warranty specified in either of the preceding two paragraphs results in a claim of damage incurred by a third party being made thereby to LYC, the Applicant is responsible for resolving the issue at its own expense, unless the damages result from circumstances attributable to LYC.

#### Article 3 Termination of Advertising

Even after the Advertising Agreement has been entered into or the Advertisement displayed, LYC is still able to immediately terminate, suspend, or remove the Advertisement with no associated legal responsibility to the Applicant whatsoever in the form of responsibility for the like if the obligations of guarantee set down in the provisions of Paragraph 1 or Paragraph 2 of Article 2, or another Advertising Agreement have been breached, LYC judges at its own discretion that there is a risk of such a breach occurring, LYC deems there is concern that there is some impropriety in the Applicant's operation of its account (there is a danger that the Applicant's actions may cause damage to LYC or a third party or be in violation of the Laws, Regulations and Rules or these Master Terms and Conditions; "Operational Impropriety" ), LYC or an affiliate providing LYC with an advertising space (Affiliate) judges that the content of Advertisement or Links are inappropriate (includes but is not limited to breaches of that Affiliate's advertising standards), or LYC otherwise judges that it would be inappropriate to continue to display the Advertisement with reasonable grounds. This, however, does not exempt the Applicant from paying advertising charges that have already been incurred under the Advertising Agreement.

#### Article 4 Provision of Tool

1.

LYC grants the Applicant the right to access and use interfaces for displaying and managing advertising, programs (including but not limited to tags and web beacons for measuring the effectiveness of advertising) tools, systems, websites and the like provided by LYC (hereinafter referred to collectively as "the Tool" ), for

the sole purposes of submitting applications to display Advertisements, and setting, managing and confirming advertising terms, on the condition that the Applicant does so in compliance with these Master Terms and Conditions.

2.

When accessing and using the Tool, the Applicant will comply with the rules set down below.

(1)The Tool, its associated ID and password, and all other information needed for using the Tool must be appropriately used and managed by the Applicant while bearing responsibility therefor, and the Applicant must permit the use thereof only by parties to which the authority to display advertising using the Tool and to set, manage and check the Applicant's account has been separately granted by the Applicant under the terms specified separately by LYC. The Applicant must appropriately manage the names, addresses, telephone numbers, and similar information of the persons granted with said authority, as well as the periods over which they are granted that authority, the length of time for which they have performed their jobs and the like and store this information for the duration that the advertisement is on display, having make a record of how the information is managed.

(2)The Tool must not be used in ways or for purposes other than those prescribed by LYC.

(3)It is prohibited to interfere with, or attempt to interfere with, the correct functioning of the Tool (includes the inputting of false information and any act which places burden on the systems due to excess advertisement submissions which LYC regards as improper).

(4)It is prohibited to reverse engineer, modify or change the Tool, or engage in acts that interfere with the intellectual property rights included in the Tool or any other rights.

(5)It is prohibited to use the Tool by way of automated software or similar means (excluding tools provided by LYC and the like).

3.

LYC regards any submission of applications for advertising or setting, changing, or addition of terms of advertising performed using the Tool to have been performed by the Applicant. LYC will not be liable for any damages incurred by the Applicant as a result of the same. If the Applicant divulges or makes improper use of the ID or password etc. for the Tool, the Applicant must immediately make a written report

to LYC and comply with any instructions issued by LYC.

#### Article 5 Special Provisions for MCC Account

1.

If the Applicant has completed the standard registration procedure as instructed by LYC, LYC grants the Applicant the right to use the identifier ( "MCC Account" ; functional details are as specified separately by LYC) used to manage multiple advertising accounts as part of the Tool.

2.

The Applicant is responsible for the use of the Applicant' s MCC Account. If in relation to use of the MCC Account by the Applicant, LYC receives a claim (damage compensation claim, request for suspension of use or any other claim regardless of the nature thereof, and regardless of the pendency of litigation) from the advertiser associated with the Advertisement (Advertiser), another applicant or another third party, the Applicant will bear the liability and expense for resolving the claim without incurring any inconvenience to LYC, and will provide compensation for damages incurred by LYC (including attorneys' fees).

3.

Notwithstanding the provision of the first sentence of Paragraph 3 of the preceding article, LYC will regard the use of an advertising account to submit an advertising display application or to set, change or add a display condition as an act performed by the party that is the counterparty to LYC in the Advertisement Agreement for the applicable advertising display at the time the act was performed, and will bear no liability for damage incurred by the act to the Applicant, the party to the Agreement, the Advertiser or another third party.

4.

The disclosure of Applicant account related information by the Applicant to the Advertiser or another applicant insofar as is needed to use the MCC Account as specified in this article will not be pursued by LYC as a breach of the duty of confidentiality specified in the agreement between LYC and the Applicant (including Article 5 and Paragraph 2 of Article 7 of the Yahoo! JAPAN Business ID Terms of Use).

5.

If the Applicant has used the MCC Account to manage an advertising account of another applicant or another applicant has used the MCC Account to manage an advertising account of the Applicant, and if LYC has taken an action against the other applicant under the terms of the Advertisement Agreement such as by discontinuing display, terminating an account or terminating the Advertisement Agreement, then LYC is permitted to also take an equivalent action against the Applicant at LYC' s own discretion.

#### Article 6 Charges

1.

Advertising charges are incurred when the advertisements are clicked, delivered, viewed, or when other criteria set separately by LYC are met, depending on the type and purpose of the advertisement (Clicks).

2.

The Applicant shall pay the advertising fee by one of the methods specified in each item below. The method of payment shall be specified separately by LYC for each advertising account, and any fees (including but not limited to bank transfer fees) for each payment method shall be borne by the Applicant.

(1) Prepaid method: The payment shall be made by the Applicant to LYC by deducting from the advance payment (Deposit) paid in advance to the advertising account by the Applicant, the total amount of the advertising charges incurred by LYC on the day of payment, and the amount obtained by multiplying the relevant advertising charges by the consumption tax and local consumption tax rates. If the advertising charges exceed the balance of the Deposit, LYC reserves the right to deduct the amount of the shortfall from the next payment of the Deposit.

(2) Post-payment method: LYC will close at the end of each month and issue an invoice for the advertising charges for the month as well as the amount calculated by multiplying the relevant advertising charges by the consumption tax and local consumption tax rates, and the Applicant shall pay the amount stated on the invoice by the end of the following month via bank transfer to the bank account separately designated by LYC. The Applicant shall pay the amount shown on the invoice by the last day of the following month by wire transfer to the bank account separately designated by LYC.

3.

In addition to the advertising charges set down in Paragraph 1 of this Article,



the Applicant will pay LYC consideration for services provided by LYC in accordance with these Master Terms and Conditions that the Applicant has selected, along with the amount equal to the result of multiplying the consideration for services by the sum of the rates of the Japanese national and local consumption taxes, as invoiced by LYC. The payment method for the relevant consideration, etc., shall be the payment method specified in the preceding paragraph. When the payment method specified in Item 1 of the preceding paragraph is applied, LYC shall not be obligated to provide the relevant services until the payment of the relevant consideration, etc., is received, and if the Deposit is less than the amount of the relevant consideration, etc., the advertising charges, etc. specified in Item 1 of the preceding paragraph shall be given priority for the deduction.

4.

"The Applicant acknowledges in advance that the advertising charges and other compensation for the current month will be subject to a detailed calculation on a date to be separately determined by LYC and that if there is any excess or deficiency as a result of such calculation, it may be adjusted by LYC according to the excess or deficiency following the following provisions. This shall not preclude the application of Paragraph 3, Items 1 and 3 of Article 12 and Article 13.

LYC may return the amount to the relevant Applicant's advertising account on a date separately determined by LYC or in any other manner determined by LYC or may claim the missing amount from the Applicant."

5.

The following Items shall apply to the payment of advertising fees and other considerations by the payment method specified in Paragraph 2, Item 1.

(1) The Applicant's payment method for the Deposit to the advertising account shall be limited to payment by credit card, bank transfer, or any other method separately specified by LYC. If the Applicant uses the payment service of a third party to which LYC has entrusted the payment of the advertising charge or other consideration, the Applicant shall agree to abide by the terms of service and guidelines specified by the relevant third party.

(2) When the advertising account of the Applicant is first created, the Applicant shall pay in advance a prepayment of at least the amount separately determined by LYC.

(3) In the case where the Applicant has selected the payment method of automatic withdrawal by credit card, and the balance of the Deposit in the Applicant's advertising account falls below the amount that LYC determines based on past performance, etc., that the Applicant can continue to post the Advertisement in the Applicant's advertising account for a reasonable time, the Applicant shall pay the amount specified in the Tool as the Deposit separately to LYC unless the Applicant cancels the automatic withdrawal following the procedures prescribed by LYC. The withdrawal will be deducted repeatedly until it exceeds the amount that LYC determines, based on past results, etc., to be sufficient to continue posting Advertisements in the Applicant's advertising account for a reasonable time. The Applicant shall agree in advance that the withdrawal may be deducted several times at once, depending on the amount per time that the Applicant has set.

(4) The Applicant agrees in advance that once the balance of the Deposit in the Applicant's advertising account is exhausted, all advertisements in the Applicant's advertising account, including the Advertisements in question, will be discontinued, for which LYC will not bear any responsibility whatsoever.

(5) With regard to the payment of the charges as specified in Paragraph 2, Item 1 and Paragraph 3, and the preceding paragraph, LYC will not issue a receipt, but will instead use the record of a bank transfer request to the designated account issued by the financial institution or the statement of charges issued by the credit card company as a substitute for a receipt.

6.

The following items shall apply to the payment of advertising charges and other considerations by the payment method specified in Paragraph 2, Item 2.

(1) LYC shall set the credit limit to be offered to the Applicant at its discretion. The Applicant shall cooperate with the investigation conducted by LYC by, for example, promptly providing materials or information requested by LYC.

(2) The Applicant agrees in advance that if the advertising charges and the relevant consideration, etc., as specified in Paragraph 3 exceed the credit limit, all advertising for the Applicant's advertising account may be discontinued, including the Advertisements.

(3) If LYC suspends the posting of all advertisements on the relevant Applicant's advertising account, including the Advertising, following the preceding item, LYC shall not be liable for any damage, loss, or expense incurred by the Applicant as a result of such suspension, and shall not be liable for any claim or demand from a third party arising out of such suspension. Any claims or demands from third

parties arising from such suspension shall be handled at the sole risk of the Applicant and shall not cause any damage, loss, or expense to LYC.

7.

For Display Ads (Guaranteed), even if the performance results of Display Ads (Guaranteed) do not meet the number of views, etc. (meaning the number of times the ad appears and impressions) indicated in the preliminary simulation on the ad account as provided in Article 1, Paragraph 4, the advertising charge as provided in Paragraph 1 shall not be reduced or exempted in any way. However, there may be cases where compensation will be made following Article 8, Paragraph 5.

8.

The maximum unit price of advertising charges (unit price per click, unit price per ad view, and other unit prices determined separately by LYC, hereinafter collectively referred to as "Advertisement Unit Price") as specified in Paragraph 1 shall be determined by the Applicant based on a bidding method determined separately by LYC. The minimum bidding amount for the Advertisement Unit Price may be set by LYC and may be changed at any time. Note that this paragraph does not apply to Display Ads (Guaranteed) or "Yahoo! JAPAN Ads Search Ads Branding Search Ads" (hereafter referred to as "Branding Search Ads").

9.

The management of the Applicant's advertising account (including Deposit balance, etc.) shall be the responsibility of the Applicant using the Tools provided by LYC.

10.

If an Advertisement is not posted for a continuous period of 12 months or if no applications are made for a Display Ads (Guaranteed), LYC reserves the right to terminate the Advertising Agreement between the Applicant and LYC and delete the relevant Applicant's advertising account.

11.

If the Advertising Agreement between the Applicant and LYC is canceled following the preceding paragraph, Article 12, Paragraph 1 or 3, or if the Advertising Agreement between the Applicant and LYC is terminated and the Applicant's advertising account is deleted, and there is a balance of the Deposit in the Applicant's advertising account, LYC will refund the balance of the Deposit to the Applicant in a manner designated by LYC. LYC will refund the balance of the Deposit

to the applicant by a method specified by LYC at its discretion. However, if the Applicant does not specify an account to which the refund should be made despite LYC's request to the Applicant to specify an account to which the refund should be made within a set time limit, or if the refund cannot be made due to any other reason beyond LYC's control, LYC may collect the relevant balance following the policy set by LYC. In addition, following Article 12, Paragraph 1, the balance of the payment shall be refunded to the Applicant. If a refund is made by wire transfer to the financial account of the Applicant, the transfer fee shall be borne by LYC, except in the case of cancellation of the contract due to any of the circumstances listed in Article 12, Paragraph 1.

12.

The refund of the balance of the Deposit specified in the preceding paragraph shall be made after deducting from such balance all obligations (including but not limited to advertising charge obligations, penalty obligations, and compensation for damages obligations under the Advertising Agreement) owed by the applicant to LYC.

13.

Any modification to the payment terms and conditions specified in Paragraphs 2 and 3 must be approved by LYC after a separate examination, and a written agreement must be exchanged between the two parties as prescribed by LYC.

#### Article 7 Limitations of LYC's Liability

1.

Except when separately specified by LYC explicitly, LYC makes no guarantee and bears no responsibility in relation to the following:

(1) Any actions performed by the Applicants of LYC websites or applications, the Applicants of Links, or any other third parties including LYC agents and the like (including invalid clicks on, or viewing or access of, the Advertisement or its Links, irrespective of the means used, the intentions in doing so, or other circumstances)

(2) The Advertisement or its Links (irrespective of the content thereof and technical aspects such as how they are handled by the device or browser used to display them, and of whether changes, modifications or adjustments have been made, by the installation of programs or the addition of tags to measure effectiveness,

either at the instruction of LYC or otherwise)

(3)The Tool, the advertising system, proposals, websites, related materials, or any other materials provided or loaned by LYC to the Applicant in accordance with or peripheral to the Advertising Agreement (includes instructions, advice, proposals, estimates, simulation results provided by the Tool, and any other information provided by LYC to the Applicant), and the outcomes of using the same

(4)The content (including accuracy, illegality, and relationship to the Advertisement), location, nature, or any other attribute of the website or application on which the Advertisement is displayed (part of the Advertisement submitted by the Applicant might not be displayed on some websites and applications)

(5)The fact that the Advertisement is displayed on affiliate websites or applications or specific websites or applications, or the fact that it is displayed in a given location or with a given priority (includes cases in which the display of advertisements is affected by advertising transmission tests performed by LYC or its affiliates)

(6)The effectiveness of the Advertisement and the accuracy of the advertisement matching function (includes behavioral and regional target matching) and the budget management function

(7)The fact that days on which Advertisements are not displayed are not included in the advertising display period set by the Applicant on the advertising account when applying for the Advertising Agreement (the "Specified Display Period" ), and the fact that a uniform quantity of Advertisements is displayed on each day in the Specified Display Period

2.

If some or all of the obligations under the Master Terms and Conditions could not be honored as a result of power outage, malfunction of telecommunications lines, natural disaster, etc., war, civil war, riot, terrorism, infectious disease, power outage, failure of a telecommunications service provider to perform its obligations, malfunction of internet infrastructure, servers, or other system elements, emergency maintenance, enactment, revision or repeal of domestic or foreign laws and regulations, orders, dispositions, guidance or requests by public authorities, or other circumstances not attributable to LYC, LYC will not be held responsible, and LYC will be exempted of its obligation to perform said responsibilities as they pertain to areas that have been affected, with the exception of cases caused by gross negligence or willful misconduct on the part of LYC. In such cases, the Applicant is not obliged to pay for advertising that LYC was unable to display.

3.

Irrespective of any provision in these Master Terms and Conditions, if LYC, for any reason, becomes liable to the Applicant under the Advertising Agreement for the payment of compensation, compensation due will be limited to direct and normal damages; LYC will not be liable for lost earnings, the loss of business opportunities, or other losses arising due to special circumstances, irrespective of whether LYC had been informed the Applicant in advance that said damages might be incurred. The total of any compensation paid by LYC is limited to the amount of the advertising charges actually paid by the Applicant to LYC in connection with the Advertisement in question in the six months period leading up to the time the claim for compensation by the Applicant was lodged.

4.

The Applicant acknowledges that advertising charges actually incurred may exceed the maximum charge set using the budget management function in the Tool, that the Applicant is still obliged to pay these charges, and that the Applicant's obligation to pay the advertising charges is in no way the responsibility of LYC. The Applicant acknowledges that because the number of searches or views by Applicants tends to be affected by seasonality and media information, and the frequency with which the Advertisements is displayed is not necessarily constant, there is always a chance that actual advertising charges will differ from estimates, and the lower the budget amount is set and the higher the Advertisement Unit Price is set, the more likely it is that momentary increases in the display of the Advertisement will exceed the set amount. Provided, however, that, as for Display Ads (Guaranteed) and Branding Search Ads, the amount that is to be borne by the Applicant shall be the amount determined in the Advertising Agreement relating to the relevant Displays, and in the case where LYC presents an estimate in advance, even if the actual number of Advertisement views, etc. exceeds the estimate, LYC will not charge the Applicant the amount for the relevant excessive number of Advertisement views.

5.

The Applicant acknowledges in advance that LYC has adopted a method of determining the order of Advertisements, as for the advertising product for which LYC uses an independently-developed algorithm based on such factors as the quality of the Advertisement, which is based on turn on the click rate and other suitability

factors, and the maximum Advertisement Unit Price input by the Applicant, the order of Advertisements is not determined based solely on the maximum bid Advertisement Unit Price; the Applicant shall not hold LYC responsible for the order of Advertisements or the method of determining the order of Advertisements. LYC does not whatsoever disclose the method it uses to determine the order of Advertisements and is not obliged to reply to questions from the Applicant in respect thereof, except as permitted by law.

6.

The Applicant acknowledges that the setting of advertising terms performed using the Tool (including the setting of the times when the display of the advertising will begin and end) and the modification and addition of advertising terms performed using the Tool will not be immediately reflected in LYC's advertising system and that the previous advertising terms will remain in force until the same are reflected.

7.

If LYC displays the Advertisement of the Applicant advertising account by opening or updating the Applicant advertising account due to the request of the Applicant without using the interfaces for displaying and managing advertising, the Advertising Agreement of the Applicant advertising account will be formed in respect of such Advertisement of the Applicant advertising account at the time of such display. Under no circumstances may the Applicant assert the invalidity, cancellation or termination of such Advertising Agreement and claim any compensation for damages or make any other claim for any reason such as a difference between the Advertisement displayed and the Applicant's request. The Applicant is obligated to confirm, by using the Tool, whether or not such Advertisement of the Applicant advertising account is displayed in accordance with the Applicant's request and to pay to LYC any advertising charges that have already been incurred when the displayed Advertisement of the Applicant advertising account has been clicked.

#### Article 8 Non-Chargeable and Refund

1.

The system used by LYC includes a function to automatically detect Clicks that fit the profile independently created by LYC for Clicks deemed not to be chargeable (Non-Chargeable Clicks). When calculation advertising charges, LYC will not charge

the Applicant for Clicks on the Advertisement determined by the system to be Non-Chargeable Clicks. The Applicant acknowledges that while the making of a high volume of Clicks over a short space of time from the same IP address is one behavior that fits the profile set independently by LYC for Non-Chargeable Clicks, the details of this profile are a corporate secret of LYC and will by no means be disclosed to the Applicant.

2.

Notwithstanding the provisions of Paragraph 1, LYC may perform an independent investigation of specific Clicks on the basis of its own judgment or a declaration by the Applicant. If this results in a judgment by LYC that the Clicks made on the Advertisement were Non-Chargeable Clicks, and LYC has received advertising charges from the Applicant for those Clicks, LYC may refund the Applicant at LYC's discretion, up to the value of the advertising charges in question.

3.

If the Applicant has not made any the declaration concerning Clicks as described in the preceding paragraph within 60 days of the relevant Clicks being made, the advertising charges invoiced by LYC will become final.

4.

The Applicant accepts that, despite the current state of the art and the fact that investigations are performed using LYC's technology and accumulated knowledge, it is impossible to determine the soundness of all Clicks, agrees not to object to the outcomes and methods of LYC's investigations, judgments as to whether Clicks are Non-Chargeable, or the amounts of money refunded, and acknowledges that the information covered in LYC's reports is limited at the discretion of LYC.

5.

When an Applicant applies by the method separately provided by LYC as the following events have occurred due to reasons attributable to LYC as to the Display Ads (Guaranteed), LYC may, at its judgment, transmit the Display Ads (Guaranteed) under terms and conditions that are equivalent to those determined in the Advertising Agreement relating to the Advertisement for which the relevant events have occurred (provided that, as for the display period, only the number of days is the same, and the display period will be specified at the discretion of LYC) free of charge.



- (1) Defects in the display of the Advertisement
- (2) Defects in the settings relating to the subject of target matching
- (3) Defects in the settings relating to the display period determined by the Applicant pursuant to Paragraph 4 of Article 1

6.

When an Applicant applies by the method separately provided by LYC due to any of the events provided in Item 1 having occurred due to reasons attributable to LYC as to the Branding Search Ads, LYC may, at its judgment, carry out any of the handling provided in Item 2.

(1) Event

- (i) Defects in the display of the Advertisement
- (ii) Defects in the settings relating to the subject of target matching
- (iii) Defects in the settings relating to the display period determined by the Applicant pursuant to Paragraph 4 of Article 1

(2) Handling

(i) Deduction of an amount equivalent to the consideration for display of the Advertisement for which the relevant events have occurred from the advertising charges LYC charges the Applicant.

(ii) Refund of an amount equivalent to the advertising charges paid by the Applicant to LYC as consideration for display of the Advertisement for which the relevant events have occurred.

(iii) Transmission of the Branding Search Ads under terms and conditions that are equivalent to those determined in the Advertising Agreement relating to the Advertisement for which the relevant events have occurred (provided that, as for the display period, only the number of days is the same, and the display period will be specified at the discretion of LYC) free of charge.

Article 9 Collection of Data by LYC

1.

The data in the possession of the Applicant (regardless of its nature, such as distribution information, log information, cookie information, etc., hereafter referred to as "Applicant Provided Data") provided by the Applicant to LYC concerning the placement of this advertisement will be used to the extent necessary for the following items unless otherwise agreed upon between LYC and the Applicant. In addition, LYC may provide the Applicant-Provided Data to third parties to the extent necessary for the following items.

(1) To administer the LYC Marketing Services (including but not limited to Yahoo! JAPAN Ads, Yahoo! JAPAN Sales Promotions, Yahoo! JAPAN Direct Offers, LINE Ads, and LINE Official Accounts provided by LYC (including, but not limited to, the fulfillment by LYC of advertising placement contracts with Applicants and the provision of various functions of the LYC Marketing Service to Applicants and other third parties).

(2) For LYC to improve the LYC Marketing Service.

2.

Applicant shall carry out the procedures necessary for provision of the Applicant Provided Data to LYC in accordance with the preceding paragraph at its responsibility. When the Applicant Provided Data includes personal data (meaning personal data as set forth in the Act on the Protection of Personal Information (Act No. 57 of 2003; the Personal Information Protection Act), the relevant necessary procedures shall include, but not be limited to, acquisition of the consent of the person upon provision of the relevant personal data to third parties, which is required under the Personal Information Protection Act.

3.

Except for the Applicant Provided Data, all data and information (includes transmitted information, log information, cookie information and similar information; irrespective of the characteristics thereof, and including data arising as a result of performance of the Advertising Agreement using Applicant Provided Data; hereinafter collectively referred as the "LYC Collected Data" ) collected by LYC in the course of displaying the Advertisement or using the Tool shall belong to LYC, and LYC will use the relevant Data at its discretion, within the scope of Privacy Policy separately provided by LYC or consent that LYC has acquired separately.

4.

LYC provides the Applicant with the LYC Collected Data in collated form via the Tool at its discretion within the scope of the Privacy Policy separately provided by LYC or consent that LYC has acquired separately.

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5.

The Applicant shall treat the collated LYC Collected Data provided pursuant to the preceding paragraph as confidential information of LYC in accordance with Article

14.

6.

The Applicant shall follow the Data Usage Guidelines separately provided by LYC to perform configuration operations, provide explanations to users, report to LYC and do the other handling needed in relation to the handling of the Applicant Provided Data and collated LYC Collected Data, in addition to the provisions of these Master Terms and Conditions.

#### Article 10 Advertising Transmission Live-Tests

The Applicant consents that LYC may, from time to time, conduct temporal advertising transmission live-tests to test new display methods, functions and such, in order to enhance the advertising effects of the Advertisement and that LYC will not exempt Applicant the charge pursuant to Article 6 for such Advertisements displayed through such live-tests.

#### Article 11 Confirmation of Identity

LYC reserves the right to confirm the identity of the Applicant at any time in order to ensure whether the content of the information provided by the Applicant is correct, etc. The Applicant is obliged to provide LYC with any necessary information for the purpose of such confirmation in writing, etc.

#### Article 12 Termination of Agreement

1.

If any of the following occurs, LYC may, in accordance with applicable laws and regulations, stop performing its obligations on all or part of any Advertising Agreement formed between the Applicant and LYC or terminate the Agreement after notifying the Applicant of the reason (If the applicable laws and regulations do not require notification of the relevant reason, the notification of the reason is not required). In such cases, LYC is able to claim compensation from the Applicant.

(1)The Applicant breaches, or LYC deems that the Applicant is likely to have breached, its warranty obligations under Paragraph 2 of Article 1, or any of the items under Paragraph 1 and Paragraph 2 of Article 2, or the display of Advertisements is suspended, interrupted or comes to an end in accordance with Article 3.

(2)The Applicant violates, or LYC deems that the Applicant is likely to have

violated, Paragraph 2 of Article 4.

(3) Payment for advertising charges is not made by the credit card issuer (includes cases in which the notification of any chargeback is received by LYC), or the Applicant otherwise fails to pay the advertising charges under Article 6.

(4) The Applicant makes a false declaration to LYC or is unable to be contacted for three days or more.

(5) In addition to as provided for in preceding four Items, the Applicant breaches the Advertising Agreement or another agreement with LYC or does not promptly perform its obligations under the same despite warnings from LYC.

(6) The Applicant is subject to attachment, provisional attachment, provisional disposition, compulsory enforcement, public auction or disposition for taxes in arrears.

(7) The Applicant is subject to administrative guidance, or disposition of suspension of business, cancellation of operating license or registration by a supervisory authority.

(8) The filing is made for the commencement of bankruptcy, civil rehabilitation, corporate reorganization, special liquidation or other legal bankruptcy procedures in respect of the Applicant, or the Applicant begins the procedure of dissolution (including dissolution performed in accordance with a law or regulation), liquidation or voluntary debt restructuring.

(9) The Applicant resolves to carry out capital reduction, shut down, suspend or alter its operations, assign its business or a significant part thereof.

(10) The Applicant has a promissory note or check dishonored or becomes insolvent.

(11) LYC deems that it would be inappropriate to continue the Advertising Agreement because of a change to the main shareholders or the management team of the Applicant.

(12) LYC deems that the Applicant or its legal representative, corporate representative, employee, or similar has interfered with a service provided by LYC or other business operations of LYC, or that there is a likelihood of the same occurring.

(13) LYC deems that to continue displaying the Advertisement submitted by the Applicant will impede or risks impeding the interests or reputation of LYC or the Applicant, or that there is a likelihood of this occurring, as a result of a violation of the Laws, Regulations and Rules by the Applicant, a legal representative, corporate representative, or employee thereof, or similar (irrespective of whether the violation was reported).

(14) LYC deems that the Applicant or its legal representative, corporate representative, employee, or similar has damaged the reputation of LYC, a service

provided by LYC, an affiliate of LYC, or the advertising industry, or that there is a likelihood of this occurring.

(15)LYC deems that the Applicant violates or has violated Article 17.

(16)LYC deems that the main trading partners of the Applicant (including advertisers and outsourcing contractors) or its parent company, subsidiary, or affiliate, or its legal representative, corporate representative, employee, or similar falls under or is likely to be falling under any of the Items listed in Article 17, Paragraph 1.

(17)The Applicant or its legal representative, corporate representative, employee, or similar has improperly used a third party' s credit card in forming the Advertising Agreement.

(18)The identity of the Applicant cannot be confirmed.

(19)LYC deems there is concern that there is Operational Impropriety in the Applicant' s account.

(20)LYC otherwise judges that it would be inappropriate to continue the Advertising Agreement.

2.

If any of the above applies to the Applicant, all liabilities held by the Applicant in respect of LYC (not limited to liabilities under these Master Terms and Conditions) will immediately become due and payable, and Applicant shall immediately pay in cash to LYC all the amount of Applicant' s liability.

3.

The Applicant can terminate the Advertising Agreement in question at any time by paying the advertising charges under that Advertising Agreement in full. Provided, however, that, except for in the case where separately specified by LYC, for Display Ads (Guaranteed), the provisions of "On Cancellation of Display Ads (Guaranteed)" as per the Exhibit 1 shall apply, and for Branding Search Ads, the provisions of "On Cancellation of Branding Search Ads" as per the Exhibit 2 shall apply.

4.

Notwithstanding the provisions under Paragraph 7 of Article 1 or Paragraph 9 of Article 6, if the Applicant falls under any of the items in Paragraph 1 of this Article, LYC may appropriate the Deposit as a penalty; provided, however, that LYC may also claim damages from the Applicant separately from the penalty.

#### Article 13 Effect of Late Payment

1.

If the Applicant is late in making the payment of liabilities as set down in the Advertising Agreement, including Article 6, LYC is able to suspend its display of advertising under the Advertising Agreement and all other advertising agreements that are in force at the time, until the Applicant makes payment. In this event, the Applicant cannot claim compensation for damages from LYC for the non-display of advertising.

2.

If the Applicant does not make payment of liabilities as laid down in the Advertising Agreement, including Article 6, it must pay LYC penalty interest at the rate of 14.6 percent per annum until the day on which the payment is actually made, for the period of days the payment is delayed.

#### Article 14 Confidentiality

The Applicant must not provide, disclose, or divulge to third parties, or use for any other purpose than the performance of the Advertising Agreement any confidential information belonging to LYC learned in relation to the display of the Advertisement or to the Advertising Agreement (that is confidential information set forth as confidential in these Master Terms and Conditions, as well as confidential information which has been indicated as confidential by LYC to the Applicant), either during the term of validity of the Advertising Agreement or after its expiry. However, the Applicant is able to disclose data relating to the performance of the Advertisement to the advertiser for the sole purpose of reporting the performance and effectiveness of the advertisement.

#### Article 15 Communications

1.

At such time as the Applicant judges that is necessary to contact LYC, the Applicant should do so by sending an email or letter to the relevant point of contact, or by using another means if specified by LYC. LYC can refuse to respond to communications sent by any other means.

2.

Any notice and communication, etc. (Notice) from LYC to the Applicant may be given by way of sending a message to the email address provided by the Applicant or by

way of displaying a message on the Tool, or by any other methods. If a Notice from LYC to the Applicant is to be given by sending a message to the email address provided by the Applicant, the Notice will be deemed to have arrived to the Applicant when LYC sends the message to such email address.

#### Article 16 Legal Compliance

LYC and the Applicant will comply with the Laws, Regulations and Rules (as defined in this Article). In displaying the Advertisement, the Applicant will comply with public decency, other laws, guidelines released by governmental and public offices, voluntary regulations of industry groups, and customs (Laws, Regulations and Rules), and in the event that LYC incurs damages as a result of a breach of Laws, Regulations or Rules, the Applicant will compensate for the same. The Applicant will also cooperate in any police investigation in the event that the police make a request to LYC accordingly.

#### Article 17 Refusal to Deal with Crime Organization

1.

Applicant represents and warrants that legal representative, corporate representative, employee, or similar of the Applicant, its parent company, subsidiary, or affiliates (Applicant Group) does not fall under and will not fall under any of the following Items.

(1) Organized crime group.

(2) Individual who is a member of an organized crime group or who had been a member of such within the past five years.

(3) Quasi-member of an organized crime group.

(4) Entity affiliated with an organized crime group.

(5) Corporate racketeer.

(6) Individual acting under the pretext of social or political activism.

(7) Equivalent groups and individuals.

2.

Applicant represents and warrants that it will not conduct any action falling under any of the Items listed below toward LYC or any third party, by itself or by using third parties.

(1) Claim with violence.

(2) Claim beyond the extent reasonably admitted by law.

(3) Act of threatening or violence relating to transactions.

(4) Act of libel or business obstruction through spreading false information, through fraudulent means, or through violence.

(5) Equivalent Acts.

#### Article 18 Governing Law

The formation, validity, execution, and interpretation of this Advertising Agreement is governed by the laws of Japan.

#### Article 19 Jurisdiction

The Tokyo District Court and the Tokyo Summary Court have exclusive jurisdiction as the courts of first instance in any disputes arising with respect to the Advertising Agreement.

#### Article 20 Amendment of Terms of Agreement

1.

LYC is capable of changing the provisions of these Master Terms and Conditions at any time LYC deems it necessary. In such instance LYC shall disseminate the fact that the Master Terms and Conditions will be changed, and contents and validation date of the changed Master Terms and Conditions by posting on LYC's website or other appropriate methods.

2.

Every time a change is made, the Applicant shall read and agree to the Master Terms and Conditions that are valid at the time of application for display of Advertisement. If the Applicant continues to display the Advertisement after a change has been made to the Master Terms and Conditions, the updated Master Terms and Conditions will also apply to existing Advertising Agreements.

#### Article 21 Special Agreement on the Use of Third-Party Ad Distribution Platform

1.

When the Applicant distributes the Advertisement on the services provided by LYC or affiliated partners of LYC using the Third Party Ad Distribution Platform (as defined in Paragraph 1 of Article 1 of the Rules on Use of Third Party Ad Distribution Platform), the Rules on Use of Third Party Ad Distribution Platform shall also be applicable.

2.



If there is any difference between these Master Terms and Conditions and the Rules on Use of Third-Party Ad Distribution Platform, the Rules on Use of Third-Party Ad Distribution Platform shall prevail and apply.

Revised on September 16, 2008

Revised on October 1, 2009

Revised on April 28, 2010

Revised on July 6, 2011

Revised on Nov 15, 2011

Revised on January 29, 2013

Revised on May 21, 2014

Revised on October 16, 2017

Revised on November 27, 2019

Revised on February 25, 2020

Revised on July 1, 2020

Revised on November 2, 2020

Revised on February 17, 2021

Revised on March 22, 2021

Revised on July 1, 2021

Revised on April 1, 2022

Revised on October 3, 2022

Revised on October 1, 2023

Revised on April 1, 2024

[EXHIBIT] On Cancellation of Display Ads (Guaranteed) (Article 12, Paragraph 3)

1.

The Applicant may terminate the Advertising Agreement relating to the relevant Display Ads (Guaranteed) at any time before expiration of the Specified Display Period by notifying LYC by the method separately designated by LYC. Provided, however, that, in such instance, the Applicant is required to pay an amount equivalent to the entire amount of the advertising charges under the Advertising Agreement as a cancellation charge in accordance with the provisions of the subsequent paragraph.

Nonetheless, if any of the subsequent items is applicable to termination by the Applicant of the Advertising Agreement (as for the reasons specified in item 2, 4 and 5, only if the applicant has declared that any of the reasons applies and LYC approves the declaration. LYC will specify the method of filing separately) the Applicant is not required to pay a cancellation charge:

(1) Where termination is due to reasons attributable to LYC;

(2) Where LYC recognizes that it is difficult for the Applicant to continue the Advertising Agreement due to power outage, malfunction of telecommunications lines, natural disaster, etc.;

(3) Where the termination date is within three (3) business days of the application date for the Advertising Agreement relating to the Display Ads (Guaranteed) which is subject to the relevant termination (Agreement subject to Termination), and also before the commencement of the Specified Display Period relating to the relevant Agreement subject to Termination;

(3) Both of the following conditions 1) and 2) are satisfied:

1) Where the termination date is before the commencement of the Specified Display Period relating to the Agreement subject to Termination

2) Where the Applicant applies for a new Advertising Agreement for the Display Ads (Guaranteed) which specifies the same Specified Display Period as the relevant Agreement subject to Termination and advertising charges in the same amount or greater than the advertising charges relating to the relevant Agreement subject to Termination within the period that satisfies both of the conditions indicated in (i) and (ii) below (however, if the termination date for the Agreement subject to Termination is three (3) or fewer business days preceding the final business day of the month, "up to one (1) business day preceding the final business day of the month of termination" in (i) shall be rephrased as "up to one (1) business day preceding the final business day of the month following the month of

termination.” )

(i) Up to one (1) business day preceding the final business day of the month of termination

(ii) Up to two (2) business days preceding the commencement date of the Specified Display Period relating to the relevant Agreement subject to Termination

(5) Corporate racketeer.

2.

Notwithstanding the provisions of the preceding paragraph, in the case where the termination date is after the commencement date of Specified Display Period (A) relating to the relevant Agreement subject to Termination, if the Applicant applies for a new Advertising Agreement for the Display Ads (Guaranteed) which specifies the remaining display period (Remaining Period) of the designated display period (A) on and after the relevant termination date as the new Specified Display Period (B), and new advertising charges in the same amount or greater than the amount of advertising charges for the Agreement subject to Termination calculated on a pro rata basis using the number of days of the Remaining Period, up to one (1) business day preceding the final business day of the month of termination (or, if the termination date of the Agreement subject to Termination is three (3) or fewer business days preceding the final business day of the month, up to one (1) business day preceding the final business day of the month following the month of termination), LYC will exempt payment of the cancellation charge in an amount corresponding to the number of days when the advertisement is displayed under the new Advertising Agreement for the Display Ads (Guaranteed) out of the advertising charges for the Agreement subject to Termination. Provided that, the exemption is limited to cases where the applicant has declared that this item applies, and LYC approves the declaration (LYC will specify the method of filing separately).

3.

The method of payment for the cancellation method specified in Paragraph 1 shall be either of the following methods specified separately by LYC.

(1) LYC will send an invoice by the means separately specified by LYC (such as email or postal mail, etc.) after calculation of the cancellation charge for the month concerned by closing the calculation on the last day of the month when the Applicant terminates the Advertising Agreement for the Display Ads (Guaranteed), and the Applicant shall make payment of the total amount of the cancellation charge for the month concerned multiplied by the rate of consumption tax and local

consumption tax by transfer to the bank account separately designated by LYC by the last day of the month following the calculation closing date. Provided that, if the Advertising Agreement for the Display Ads (Guaranteed) is terminated on three (3) or fewer business days preceding the final business day of the month, for cancellation charges relating to the relevant termination, the last day of the month following shall be the closing date for calculation and the last day of the month following the next month shall be the payment due date. Bank service charges shall be borne by the Applicant.

(2) If the Applicant's payment of the advertising fee is by way of deduction from the Applicant's advance payment under the Advertising Agreement for the Display Ads (Guaranteed), LYC will receive that paid amount as a cancellation charge without refunding it.

4.

The provisions in each preceding paragraph shall not apply to Display Ads (Guaranteed) designated by LYC, provisions of Paragraph 3 of Article 12 shall be applicable.

[Exhibit 2] On Cancellation of Branding Search Ads (Article 12, the proviso of Paragraph 3)

1.

As to Branding Search Ads, the Applicant may withdraw application relating to the relevant Branding Search Ads at any time before LYC indicates acceptance of applications as provided in Article 1, Paragraph 3 by notifying LYC by the method separately designated by LYC. In such instance, the Applicant is not required to pay a cancellation charge.

2.

As to Branding Search Ads, the Applicant may terminate the Advertising Agreement relating to the relevant Branding Search Ads at any time after LYC indicates acceptance of the application as provided in Article 1, Paragraph 3 and before expiration of the Specified Display Period by notifying LYC by the method separately designated by LYC. Provided, however, that, in such instance, the Applicant is required to pay an amount equivalent to the entire amount of the advertising charges under the Advertising Agreement as a cancellation charge in accordance with the provisions of Paragraph 3. Nonetheless, if any of the subsequent items is applicable to termination by the Applicant of the Advertising Agreement (as for the reasons specified in item 2 and 3, only if the applicant has

declared that any of the reasons applies and LYC approves the declaration. LYC will specify the method of filing separately) the Applicant is not required to pay a cancellation charge:

- (1) Where termination is due to reasons attributable to LYC;
- (2) Where LYC recognizes that it is difficult for the Applicant to continue the Advertising Agreement due to power outage, malfunction of telecommunications lines, natural disaster, etc.;
- (3) Any other case especially approved by LYC.

3.

LYC will send an invoice by the means separately specified by LYC (such as email or postal mail, etc.) after calculation of the cancellation charge for the month concerned by closing the calculation on the last day of the month when the Applicant terminates the Advertising Agreement for the Branding Search Ads, and the Applicant shall make payment of the total amount of the cancellation charge for the month concerned multiplied by the rate of consumption tax and local consumption tax by transfer to the bank account separately designated by LYC by the last day of the month following the calculation closing date. Provided that, if the Advertising Agreement for the Branding Search Ads is terminated on three (3) or fewer business days preceding the final business day of the month, for cancellation charges relating to the relevant termination, the last day of the month following shall be the closing date for calculation and the last day of the month following the next month shall be the payment due date. Bank service charges shall be borne by the Applicant.

4.

The provisions in each preceding paragraph shall not apply to Branding Search Ads separately designated by LYC, provisions of Paragraph 3 of Article 12 shall be applicable.