

BASIC TERMS AND CONDITIONS OF
LINE SERVICES FOR BUSINESS PARTNERS

1. Applicability of these Terms and Conditions

(1) LINE Corporation (hereinafter referred to as the "Company") sets forth these Basic Terms and Conditions of LINE Services for Business Partners (hereinafter referred to as the "Basic Terms and Conditions") and provides LINE services for Business Partners (hereinafter referred to as the "Services") to its business partner who has executed the Services Agreement (as defined in Article 2 (1)) (hereinafter referred to as the "Partner") on condition that the Partner complies with the Basic Terms and Conditions.

(2) The Basic Terms and Conditions shall be applied together with specific terms and conditions set forth by the Company for each type of services (hereinafter referred to as the "Specific Terms and Conditions").

(3) In the event of any discrepancy between the Basic Terms and Conditions and the Specific Terms and Conditions, the Specific Terms and Conditions shall prevail.

(4) The Company may modify the Basic Terms and Conditions, the Specific Terms and Conditions, or contents or provisions of the Services without prior notice to the Partner. In such case, the Services shall be governed by the Basic Terms and Conditions, the Specific Terms and Conditions, the provisions of the Services, as modified. The Company, however, will give prior notice, in writing, via e-mail, by posting on the Company's website or otherwise, as it deems appropriate, to the Partner who may be affected by such modification.

2. Contractual Relationship

(1) The party who desires to use the Services (hereinafter referred to as the "Applicant") shall agree to the Basic Terms and Conditions and the Specific Terms and Conditions for applicable services, and fill an "application form" separately prescribed by the Company or other documents, which include

e-mails (hereinafter collectively referred to as the "Application Form") with required information and send the Application Form to the Company. Upon the Company's acceptance of the Application Form, the services agreement (hereinafter referred to as the "Services Agreement") in relation to the Services shall be deemed to be executed between the Company and the Applicant who becomes the Partner.

(2) An Applicant may apply to execute the Services Agreement through an advertising agency. In such a case, terms and conditions for payment, such as fees and payment methods, shall be determined by the agreement between the Applicant and the advertising agency, irrespective of the provisions in Article 3 (Fees and Payment) below.

(3) If any of the following applies, the Company may reject an application to execute a Services Agreement:

(i) The Applicant has been or may be, as determined by the Company, delinquent in paying fees, expenses, premiums or late charges for services, including the Services and any other services provided by the Company or any of its group companies;

(ii) The Applicant may, as determined by the Company, harm the reputation of the Services;

(iii) The Application Form contains any false information or misrepresentation; or

(iv) The Company deems that it is inappropriate to execute the Services Agreement.

(4) If any of the events in Article 2 (3) above applies to the Partner, the Company may suspend the use of Services by the Partner or terminate the Services Agreement with the Partner without any notice or warning to such Partner.

3. Fees and Payment

(1) Fees for the Services and other contractual conditions are set forth in the

Specific Terms and Conditions and the Application Form.

(2) As of the last day of each calendar month, the Company shall calculate the fees for the Services for the month and issue and deliver an invoice to the Partner by the fifth (5th) business day of the succeeding month.

(3) The Partner shall pay the fees via wire transfer as invoiced under Article 3 (2) above. The Partner shall bear any wire transfer fee.

(4) If any consumption tax is imposed on the payment of the fees by the Partner, the Partner shall pay the fees together with an amount equivalent to the applicable consumption tax.

(5) The Company will round off any fraction to the nearest whole number that has resulted from calculation of the fees or any other amounts.

(6) If the Partner is delinquent in paying the fees or the premiums for the Services, the Partner shall pay to the Company a late charge of 14.5% per annum for the outstanding amount for the period of delinquency.

4. Interruption of the Services

In the event of any of the following, the Company may temporarily interrupt all or part of the Services:

- (i) Maintenance of systems or equipment used for the Services;
- (ii) Failure of systems or equipment used for the Services; or
- (iii) Incapability to use telecommunication services due to the services provided by telecommunication companies.

5. Suspension of the Services

If any of the following applies to the Partner, the Company may suspend the use of the Services by the Partner:

- (i) The Partner fails to pay its fees when they become due;
- (ii) The Partner assigns, lends or shares its account or administration website for the Services;
- (iii) The Partner infringes upon any industrial property right, copyright or

other intellectual property rights of a third party;

(iv) The Partner violates any applicable law or regulation, including international treaties, national laws and regulations, and local ordinances;

(v) The Partner transmits information containing misrepresentation or fabrication;

(vi) The Partner transmits information that is contrary to public order and morals;

(vii) The Partner infringes honor, trust, privacy or any right of a third party, including but not limited to intellectual property right, publicity right. ;

(viii) The Partner commits an act that is disadvantageous or harmful to the Company or the Company's customers;

(ix) The Partner commits an act that the Company deems illegitimate or inappropriate; or

(x) The Partner commits an act that results or may result, as determined by the Company, in significant interference with the businesses of the Company, or the provision or operation of the Services.

(xi) The third party who operates and provides the application market for smart phones used by the Company (e.g., Apple inc., Google inc.) (hereinafter referred to as the "Platform Provider") requires the Company to suspend providing all or part of the Service.

6. Termination of the Services

(1) The Company may terminate all or part of the Services as deemed appropriate by the Company.

(2) If the Company is to terminate the Services, the Company shall give three (3) months' prior written notice to the Partner.

(4) If all or part of the Services is terminated based on Article 6 (1) or (2) above, the Services Agreement shall be terminated concurrently as of the date of such termination of the Services.

7. Termination of the Services Agreement

(1) If any of the events in Article 5 (Suspension of the Services) applies to the Partner, the Company may immediately terminate the Services Agreement with the Partner by sending a notice to the other party, without suspending the Services pursuant to Article 5.

(2) Either the Company or the Partner may immediately terminate the Services Agreement by sending a notice to the other party, if any officer, employee, agent or broker (hereinafter referred to as the "Parties Concerned") of the other party is found to be an antisocial force (such as organized crime group, or member, quasi-member or affiliated company of any organized crime group, or corporate racketeer, political racketeering organization, organized intellectual crime group and any other similar organization or person) or any Parties Concerned of the other party is found to be involved with such antisocial force.

8. Rights to Information

(1) Intellectual property rights, including copyrights, to information registered, submitted or uploaded for the Services by the Partner shall belong to the Partner; provided, however, that the Company is not obligated to protect the intellectual property rights of the Partner.

(2) The Partner shall grant to the company the license to use the information registered, submitted or uploaded for the Services by the Partner to the extent necessary for the Services. The Partner shall not enforce its author's moral rights against the Company.

(3) Rights to information of users of the Services (hereinafter referred to as the "Users") that the Partner obtains from its use of the Services (including, but not limited to, names, IDs, icon images, status messages and contents; hereinafter referred to as the "Users' Information") shall belong to the Company; provided, however, that an exception may apply to information of the Users collected by the Partner at websites that are not the websites for

the Services but accessed through the use of the Services by means, such as links, designated by the Partner.

(4) The Partner may not collect or reuse the Users' Information for any purpose other than to use the Services.

(5) The Partner agrees that all information registered for the Services by the Partner will be deleted, if the Services Agreement is expired or terminated.

(6) The Partner agrees that information transmitted to the Users through the use of the Services will remain in the Users' devices even after the termination of the Services Agreement and that the Users may continue to use such information.

9. Confidentiality

(1) With respect to information of the Company or the Partner disclosed under the Services Agreement designated as confidential to a receiving party (hereinafter referred to as the "Confidential Information")), the receiving party shall treat such information as strictly confidential.

(2) Personal information owned by the Company or the Partner and disclosed pursuant to the Services Agreement shall be treated as the Confidential Information. The Company and the Partner shall use reasonable efforts to prevent from any divulgation, falsification or eavesdropping of such personal information.

(3) If the Company or the Partner becomes aware of any divulgation, falsification or eavesdropping of the Confidential Information, it shall immediately report to the other party in writing, which includes e-mail.

(4) Neither the Company nor the Partner may disclose the Confidential Information to any third party without prior written approval of the other party; provided, however, that the following information is not considered as the Confidential Information:

(i) Information that was already known to a receiving party prior to the disclosure;

- (ii) Information that is publicly known or generally available to the public;
- (iii) Information that a receiving party has legitimately obtained from a third party without bearing any confidentiality obligation;
- (iv) Information that a disclosing party has agreed in writing to be excluded from the Confidential Information; and
- (v) Information that is required to be disclosed by the court, police forces or otherwise by provisions of laws or regulations.

(5) In the event that either the Company or the Partner is required by any applicable laws, ordinance, rules, or regulations (including, but not limited to, timely disclosure under the rules of Financial Instruments Exchange or any other regulations equivalent to such rules) to disclose any of the Confidential Information disclosed by the other party, a receiving party shall provide a disclosing party with prompt written notice of such requirement; provided however that if the receiving party will not be able to provide a disclosing party with a prior notice due to the restrictions by laws or time constraint, a receiving party may disclose the Confidential Information with providing late notice to a disclosing party. In the event that a receiving party disclose the Confidential Information to the extent legally required under this provision, and such disclosure of Confidential Information by a receiving party will not constitute a violation of this Agreement.

(6) If the Services Agreement is terminated or if a disclosing party requests during the term of the Services Agreement, the Company and the Partner shall return or destroy the Confidential Information and any reproductions thereof.

(7) If the Company and the Partner execute a separate non-disclosure agreement, an agreement on protection of personal information, or any other agreements that have the same purpose or effect, such an agreement shall prevail.

10. Compensation for Damages

(1) If the Company incurs damages due to the Partner's violation of the Basic

Terms and Conditions or the Specific Terms and Conditions, the Partner shall immediately compensate all such damages (including, but not limited to, reasonable attorney's fees).

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

(3) The Company is not responsible for any damages that the Partner may incur during any interruption or suspension of the Services due to force majeure such as fire, electric outage or natural disaster, network or system failure, or the event in Article 5 (xi) above.

(4) The Partner acknowledges and agrees that when the Partner leads the Users to external service by using the Service, there can be situations where the said external service would be unavailable to the Users due to technical or other reasons. Furthermore, the Partner may suffer disadvantages including, but not limited to, complaints from the Users and/or disadvantageous treatment by the Platform Provider (collectively referred to as "Disadvantage"). The Partner assumes the risk of suffering Disadvantages, and acknowledges that the Partner leads the Users to external service at its own risk. The Partner agrees that the Company will not be held liable for any loss or damages caused by unavailability of the external service or the said Disadvantage.

(5) With respect to the provisions of the Basic Terms and Conditions and the Specific Terms and Conditions, only if the Partner incurs damages due to the Company's willful conduct or gross negligence, the Company will compensate such damages to the extent that such damages are ordinary, actual and direct.

The amount of compensation to be paid by the Company shall be limited to smaller of either the amount of monthly fees or the amount of fees actually paid by the Partner in the month preceding the month when the damages have been incurred.

11. Change of Name and Other Information of the Partner

(1) If there is any change to the Partner's representative, corporate name or address, the Partner shall promptly notify to the Company the change in writing, which includes e-mail.

(2) If the Company receives the notice in Article 11 (1) above, the Company may request the Partner to provide a document evidencing such change, and the Partner shall comply with such request.

12. Transfer and Succession

The Partner shall not transfer, assign, provide as security, the Services Agreement or its rights and obligations arising in connection with the Services Agreement to any third party, without prior written approval of the Company.

13. Severability

If any of the provisions of the Basic Terms and Conditions or the Specific Terms and Conditions 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 Partner in compliance with the laws.

14. Governing Law

The Basic Terms and Conditions and the Specific Terms and Conditions shall be governed by the laws of Japan. Where the Company has provided the Partner

with a translation of English language version of the Basic Terms and Conditions or the Specific Terms and Conditions (hereinafter referred to as “English Version”), the English Version will govern and control in the case of any dispute between the parties regarding the interpretation or application of the Basic Terms and Conditions and the Specific Terms and Conditions.

15. Exclusive Jurisdiction

The Company and the Partner 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 the Basic Terms and Conditions, the Specific Terms and Conditions or the Services.

16. Consultation

With respect to any matter not provided in the Basic Terms and Conditions or the Specific Terms and Conditions, the Company and the Partner shall discuss and resolve issues that may arise in good faith.

(Date of Enactment and Amendments)

Enacted on July 01, 2013

Amended on April 01, 2016