

Partner Network Terms

We provide this translation for your convenience. [The Japanese Version](#) is the official language we use to enforce these Master Terms and Conditions.

Article 1. Definitions

The terms used in these Partner Network Terms (the “Terms”; and the agreement incorporating these Terms, the “Agreement”) shall have the meanings set forth in the items below.

- (1) “Covered Services” means the advertising distribution services provided by LY Corporation (the “Company”), as well as any other advertising distribution services separately designated by the Company.
- (2) “Advertiser” means any entity that places advertisements on the Covered Services, either directly or through an advertising agency.
- (3) “Advertisement” means any advertisement delivered through the Covered Services.
- (4) “Partner” means any entity who has entered into the Agreement with the Company in accordance with the provisions of the following Article.
- (5) “Approved Media” means the media that the Company has approved as delivery destinations for the Advertisement under the Agreement, in accordance with the provisions of the following Article.
- (6) “Ad Space” means the advertising spaces within the Approved Media that serve as the delivery destination for the Advertisements.
- (7) “Viewer” means all persons who view the Advertisements delivered to the Approved Media.
- (8) “Ad Distribution Provider” means any entity other than the Company that provides the Covered Services.
- (9) “Ad Space Usage Fee” means the fee (excluding tax) that the Company pays to the Partner as consideration for the use of the Ad Space, in accordance with the provisions of the Agreement.
- (10) “Delivery Performance” means the results related to advertising distribution, such as clicks, impressions, conversions, and other performance metrics for the Advertisements delivered to the Ad Space, as separately specified by the Company as the basis for calculating the Ad Space Usage Fee.
- (11) “Company Tool” means any tool separately provided by the Company to the Partner for the purpose of viewing information related to Delivery Performance of the Advertisement.

Article 2. Contractual Relationship

1. Any entity wishing to have the Advertisement distributed shall apply to the Company by agreeing to these Terms and submitting the application in the manner prescribed by the Company, appending the information listed in the following items:
 - (1) Information regarding the applicant (including, but not limited to, name, address, and contact information; details shall be specified separately);
 - (2) Information regarding the media to which the Advertisement is to be distributed (including, but not limited to, name, URL, and information about the operator of the media; details shall be specified separately); and
 - (3) Any other information designated by the Company, in addition to those set forth in the preceding items.
2. The Agreement shall be formed when the Company accepts the application described in the preceding paragraph. The Company shall be deemed to have given such acceptance when, after receiving the application described in the preceding paragraph, the Company completes the settings for advertising distribution and the advertising distribution is ready to begin.
3. If the Company determines that the information provided by the Partner pursuant to paragraph 1 may be inaccurate or outdated, or that there is a possibility of violation of these Terms, the Company may inquire about such information or request the submission of documents necessary for identity verification. The Partner shall comply with such inquiries or requests.
4. If the Partner fails to respond to the inquiry or to submit the requested documents within the period prescribed by the Company pursuant to the preceding paragraph, the Company may, immediately and without any prior notice or demand, and without incurring any liability, suspend the performance of its obligations under, or terminate, all or part of the Agreement and any other agreements between the parties.

Article 3. Special Provisions Regarding Syndication Partners

If the Approved Media is operated by an entity other than the Partner (such operator of the Approved Media, a "Syndication Partner"), the Partner shall cause the Syndication Partner to assume obligations and responsibilities equivalent to those borne by the Partner under the Agreement, and the Partner shall be fully liable to the Company for all acts of the Syndication Partner in connection with the Agreement, as if such acts were performed by the Partner.

Article 4. Delivery of Advertisements

1. The Company shall, at its sole discretion, deliver the Advertisement to the Ad Space.
2. The Partner is obligated to operate and manage the Approved Media so that the Advertisement is delivered to the Ad Space, and must also implement any measures separately designated by the Company.
3. In connection with the delivery of the Advertisement on the Approved Media, the Partner must comply with the terms of use, guidelines and other rules separately established by the Company or any Ad Distribution Provider with respect to the Covered Services, as well as any review standards and other requirements applicable to the Approved Media.

Article 5. Display Obligations

The Partner must display the following items on the Approved Media, unless otherwise specified by the Company:

- ① A link to the privacy policy designated by the Company (meaning any policy, regardless of its name, established by a specific company concerning the handling of personal information, etc.; the same applies hereinafter) and a link to the opt-out page;
- ② A statement, in accordance with the method designated by the Company, that the Company and the Ad Distribution Providers deliver the Advertisement and obtain information necessary for the proper operation of the Covered Services (the "Distribution Information, etc."), including, without limitation, the Viewer's attribute information, location information, log information, device-related information, network information (including but not limited to IP addresses; the same applies hereinafter), advertising identifiers, and advertisement distribution information on the Approved Media, and that such information is used by the Company and the Ad Distribution Providers in accordance with their respective privacy policies;
- ③ A statement that any third party designated by the Company obtains, through the Advertisement, Viewer's attribute information, location information, log information, device-related information, network information, advertising identifiers, and advertisement distribution information, etc. on the Approved Media, and uses such information in accordance with the privacy policy established by such third party;
- ④ A statement concerning open-source licenses as designated by the Company; and
- ⑤ Any other statements designated by the Company that are similar or incidental to the foregoing items.

Article 6. Reporting Obligations

The Partner must provide the Company with any information separately designated by the Company as necessary for the proper operation of the Covered Services or for the proper

measurement of the Delivery Performance.

Article 7. Suspension, Etc. of Advertisement Delivery

1. The Company may suspend or interrupt all or part of the delivery of the Advertisement if it determines that any of the following applies:
 - (1) The Company or the Ad Distribution Provider conducts inspection or maintenance work on the system for the delivery of the Advertisement under its management (the "System");
 - (2) A failure or outage occurs in the System;
 - (3) Delivery of the Advertisement becomes impossible due to accidents such as fire or power outage, natural disaster, war, riot, labor dispute, or other force majeure events; or
 - (4) Any other circumstances in which the Company reasonably determines that suspension or interruption is necessary.
2. If any grounds arise that conflicts with the standards separately prescribed by the Company when the Partner delivers the Advertisement in the Ad Space, the Partner must immediately change the location of the Ad Space, the content of the Approved Media, or the method of displaying the Advertisement, or cease delivery of the Advertisement.
3. The Partner may, at its own discretion, suspend the delivery of any advertisement separately approved by the Company.

Article 8. Ad Space Usage Fee

1. The Company shall measure the Delivery Performance of the Advertisement in the Ad Space at the end of each month, and shall determine the Ad Space Usage Fee in accordance with the calculation standards separately established by the Company based on such measurement results. However, any portion of the measured Delivery Performance that the Company determines to fall under any of the following items shall be excluded from the basis for calculating the Ad Space Usage Fee:
 - (1) When the results are achieved by artificial means (including but not limited to bots, RPA and other automated methods) not involving the viewing by a Viewer;
 - (2) When the results are achieved through providing benefits, coercion or any similar means toward specific Viewers;
 - (3) When the results are achieved by inducing or redirecting Viewers to the Approved Media against their intention;
 - (4) When the results are achieved in relation to Advertisements delivered to Viewers who

have disabled JavaScript in their browsers or who otherwise have disabled or tampered with the Company's proper management or measurement of Advertisement delivery;

- (5) When the results are achieved in relation to Advertisements delivered to the Approved Media that is not in compliance with these Terms; or
 - (6) When the results are otherwise determined to be fraudulent or improper according to the standards separately established by the Company (the "Fraud Determination Standards").
2. The Company shall notify the Partner of the Ad Space Usage Fee determined pursuant to paragraph 1 within fifteen business days after the closing date, through the Company Tool or by any other method separately designated by the Company.
 3. The Company shall pay the Ad Space Usage Fee by remitting it to the bank account separately designated by the Partner by the end of the second month following the month in which the closing date falls. The bank transfer fee shall be borne by the Company.
 4. Notwithstanding the preceding paragraph, if any doubt arises regarding the Delivery Performance (including, but not limited to, cases where the Delivery Performance may fall under any of the items listed in paragraph 1), the due date for payment of the relevant Ad Space Usage Fee shall not arise until such doubt is resolved.
 5. Notwithstanding the provisions of paragraph 3, if the total amount of the Ad Space Usage Fees becoming due for payment is less than JPY 3,000 (or less than JPY 100,000 if the designated payment account is an overseas account), the Company may change the payment due date for each such Ad Space Usage Fee to the last day of the month following the month in which the original due date falls.
 6. If, after payment of the Ad Space Usage Fee, it becomes clear that the Delivery Performance forming the basis for calculating such fee falls under any of the items listed in paragraph 1, the Company may deduct the amount calculated based on such Delivery Performance (the "Deductible Amount") when calculating the next Ad Space Usage Fee becoming due. However, if the Deductible Amount exceeds, or is clearly expected to exceed, the next Ad Space Usage Fee becoming due, the Company may claim payment of all or part of the Deductible Amount from the Partner regardless of whether the payment due date for such Ad Space Usage Fee has arrived, and the Partner shall promptly pay such amount to the Company.
 7. If the Partner proves that the Delivery Performance which the Company has determined to fall under, or possibly fall under, any of the items listed in paragraph 1 was not achieved fraudulently or improperly, the Partner may demand payment from the

Company of the Ad Space Usage Fee corresponding to such Delivery Performance, or may refuse payment of the Deductible Amount pursuant to the proviso of paragraph 6.

Article 9. Provision of the Company Tools

1. The Company may, at its sole discretion, provide the Company Tool to the Partner.
2. The Company may suspend the provision of all or part of the Company Tool at any time as necessary.
3. The Partner shall use the Company Tool solely for the purpose of managing the delivery of the Advertisement on the Approved Media or for any other purpose designated by the Company, and shall not use it for any other purpose.
4. The Partner shall not reverse engineer the Company Tool, nor engage in any act that infringes any intellectual property rights or any other rights contained in the Company Tool.
5. The Partner shall comply with the terms of use, guidelines and other rules separately established by the Company with respect to the use of the Company Tool.

Article 10. Partner Warranties

The Partner represents and warrants the following with respect to the Approved Media:

- (1) That the Partner has the right to display the Advertisement pursuant to the Agreement;
- (2) That the Approved Media does not infringe upon any intellectual property rights or any other rights of any third party;
- (3) That the Approved Media does not contain any content that violates, or may violate, any laws or regulations; and
- (4) That the Approved Media does not contain any content that infringes upon the privacy of others or that is contrary to public policy or accepted moral standards.

Article 11. Prohibited Acts

The Partner shall not engage in any of the following acts in connection with the Agreement:

- (1) Infringing any rights of the Company or any third party, including intellectual property rights (such as copyrights, trademark rights, and patent rights), rights of honor, or privacy rights, and any other rights under law or contract, or committing any act that causes nuisance to others;
- (2) Violating any laws or regulations, public policy or accepted moral standards, or violating the Agreement;
- (3) Achieving Delivery Performance by artificial means not involving the viewing by a

- Viewer, including but not limited to bots, RPA and other automated methods;
- (4) Achieving Delivery Performance through providing benefits, coercion or any similar means toward specific Viewers;
 - (5) Achieving Delivery Performance by redirecting or transitioning Viewers to the Approved Media against their intention;
 - (6) Installing programs automatically on a Viewer's computer without the Viewer's prior explicit consent;
 - (7) Displaying the Advertisement on any media other than the Approved Media or sending advertisement requests from any such media;
 - (8) Engaging in any act that interferes with the operation of the Covered Services, including modifying or reverse engineering related software;
 - (9) Violating any terms of use, guidelines or other rules separately established by the Company or any Ad Distribution Provider with respect to the Covered Services; or
 - (10) Any other acts designated by the Company that are similar or incidental to the foregoing items.

Article 12. Warranties by the Company

1. The Company shall, for the Partner, make commercially reasonable efforts to ensure that the Advertisement is properly delivered and to correct any defects related to the Covered Services or make improvements or enhancements, except for reasonable downtime required for periodic maintenance, inspections, system updates, etc. However, this paragraph does not guarantee that the Company will deliver the Advertisement in response to all advertisement requests from the Partner, and the Company shall bear no liability in this regard.
2. The Company does not warrant in any way that the Covered Services will meet the Partner's intended purposes, be free from bugs, interruptions or other defects, achieve the amount of Ad Space Usage Fee expected by the Partner, or otherwise satisfy any requirements of the Partner, and the Company shall bear no liability in this regard.
3. The Company does not warrant the content, format or any other aspect of the Advertisement, and the Company shall bear no liability in this regard.

Article 13. Handling of Personal Information

1. If, in the performance of the Agreement or in connection with the Agreement, the Partner handles any personal information, etc. for which the other party bears management responsibility (meaning personal information as defined in the Act on the Protection of Personal Information of Japan [Act No. 57 of 2003] and information such as user

accounts, email addresses, communication logs, and cookie information; the same applies hereinafter), the Partner shall handle such information appropriately with the care of a prudent manager, in compliance with said Act and the relevant guidelines issued by the competent authorities, and shall endeavor to prevent unauthorized access, unauthorized use and similar misconduct.

2. If the Company has the other party handle any personal information, etc. for which the Company bears management responsibility, the Company may require the other party to enter into a separate agreement concerning the handling of such information.

Article 14. Handling of Distribution Information, etc.

1. The Partner shall acknowledge and agree that the Company and any Ad Distribution Provider obtain Distribution Information, etc. and use such information in accordance with their respective privacy policies (including cases where such use is conducted by contractors engaged by the Company). The Partner shall obtain any prior consent from Viewers and take any other legally required measures.
2. All rights in the information obtained by the Company or any Ad Distribution Provider pursuant to the preceding paragraph shall belong to the Company or such Ad Distribution Provider.
3. The Partner must implement on the Approved Media any measures separately designated by the Company to enable the acquisition of Distribution Information, etc. by the Company or any Ad Distribution Provider, pursuant to paragraph 1.
4. The Partner shall acknowledge and agree that any third party designated by the Company (including but not limited to Advertisers) may obtain, through the Advertisement, Viewers' attribute information, location information, log information, device-related information, network information, advertising identifiers and advertisement distribution information, etc. on the Approved Media, and may use such information in accordance with the privacy policy established by such third party (including cases where such use is conducted by its contractors). The Partner shall obtain prior consent from Viewers and take any other legally required measures.
5. The Partner shall acknowledge and agree that the Company or any Ad Distribution Provider may provide to Advertisers, advertising agencies, Ad Distribution Providers, contractors engaged by the Company for tasks necessary for the distribution of the Advertisement or the proper operation of the Covered Services (including but not limited to the measurement of Delivery Performance and the detection of fraud), or any other third parties of a similar nature, the information provided by the Partner to the Company in connection with the use of the Covered Services, information regarding the Approved

Media, and Distribution Information, etc. The Partner shall obtain prior consent from Viewers and take any other legally required measures.

Article 15. Confidentiality Obligations

1. The Partner and the Company shall strictly keep confidential, during the term of the Agreement and for three years after its termination, any business or technical information of the other party that comes to their knowledge through the Agreement and that is designated as confidential by the disclosing party at the time of disclosure (the "Confidential Information"). Neither the Partner nor the Company shall disclose, provide or leak such Confidential Information to any third party, nor use it for any purpose other than the performance of the Agreement, without the prior written consent of the other party.
2. Notwithstanding the preceding paragraph, if a legally binding request for disclosure is made by a governmental authority, or if a request for disclosure of Confidential Information is made pursuant to the rules of a financial instruments exchange or any similar provisions, the receiving party may disclose the Confidential Information to the extent reasonably necessary to comply with such request, provided that the receiving party promptly notifies the disclosing party of such request. However, if prior notice cannot be given due to legal restrictions, time constraints, or other unavoidable circumstances, notice given promptly after the disclosure shall suffice.
3. Notwithstanding paragraph 1, the Partner may disclose to a third party, but only to the extent necessary for the performance of the Agreement, such portion of the Confidential Information as designated separately by the Company as information that the Partner can obtain via the Company Tool. However, the Partner shall impose confidentiality obligations equivalent to those set forth in the Agreement on such third party and ensure its compliance, and the Partner shall be fully liable to the Company for any handling of the Confidential Information by such third party.
4. Notwithstanding the provisions of paragraph 1, information falling under any of the following items shall not constitute Confidential Information:
 - (1) Information already possessed by the receiving party at the time of disclosure;
 - (2) Information independently developed by the receiving party without reference to the Confidential Information;
 - (3) Information publicly known at the time of disclosure;
 - (4) Information that becomes publicly known after disclosure through no fault of the receiving party; or
 - (5) Information lawfully obtained from a third party without confidentiality obligations after

disclosure.

Article 16. Exclusion of Antisocial Forces

1. If it is discovered that any of the following entities is an antisocial force (meaning crime syndicates, members of crime syndicates, quasi-members of crime syndicates, companies affiliated with crime syndicates, corporate racketeers, groups engaging in social or political racketeering activities, special intelligence crime groups, or any similar entities; the same applies hereinafter), or has been involved with any antisocial force, the Partner or the Company may, immediately and without any prior notice or demand, and without incurring any liability, suspend the performance of its obligations under, or terminate, all or part of the Agreement and any other agreements between the parties.
 - (1) The other party;
 - (2) Any person with special interest in the other party (meaning its officers, the spouses and blood relatives within the second degree of kinship of such officers, any company whose majority voting rights are held by such persons, and its affiliated companies and their officers);
 - (3) Any key employee of the other party;
 - (4) Any major shareholder or major business partner of the other party (including any Syndication Partner where the other party is the Partner); or
 - (5) Any person who, other than those listed in the preceding items, substantially controls the management of the other party.
2. Termination of the Agreement pursuant to this Article shall not preclude a claim for damages against the other party.

Article 17. Exclusion of Economic Sanctions Targets

1. The Partner represents that neither the Partner itself nor its directors or other officers is a person who is subject to economic sanctions by the United Nations, the European Union, the government of the country or region where the Partner or the Company is located, the United States government, or the United Kingdom government (including cases where the subject designation is not explicitly made, but where the person becomes a subject due to control relationship, location, etc.; hereinafter the "Economic Sanctions Target").
2. The Partner represents that, to the best of its knowledge, no entity that directly or indirectly owns 50 percent or more of the Partner's shares or equity interests is an Economic Sanctions Target.
3. If, during the term of the Agreement, the Partner or any entity specified in paragraph 1

or paragraph 2 becomes an Economic Sanctions Target, or if it is found that the Partner has made any false statement with respect to the representations under paragraph 1 or paragraph 2, the Company may, immediately and without any prior notice or demand, and without incurring any liability, suspend the performance of its obligations under, or terminate, all or part of the Agreement and any other agreements between the parties.

Article 18. Compensation for Damages

1. If the Company causes damage to the Partner in the performance of the Agreement or by violating the Agreement due to reasons attributable to the Company, the Company shall, at its own responsibility and expense, compensate such damage (including but not limited to reasonable attorney's fees), up to the total amount of the Ad Space Usage Fees paid to the Partner during the six months prior to and including the month in which such damage occurred.
2. Notwithstanding the preceding paragraph, the Company shall not be liable to the Partner for any damages arising from special circumstances, loss of profits, costs incurred to obtain substitute services, or damages resulting from loss of data, even if the Company has been notified in advance of the possibility of such damages.
3. If the Partner causes damage to the other party in the performance of the Agreement or by violating the Agreement due to reasons attributable to the Partner, the Partner shall, at its own responsibility and expense, compensate such damage.

Article 19. Early Termination

Either the Partner or the Company may terminate all or part of the Agreement by giving written notice (including electronic records) at least three months in advance.

Article 20. Termination

1. If the other party falls under any of the following items, the Partner or the Company may, in accordance with applicable laws and regulations, immediately suspend the performance of its obligations under, or terminate, all or part of the Agreement and any other agreements between the parties, after giving notice to the other party of the grounds therefor (provided, however, that if applicable laws or regulations do not require such notice, such notice shall not be required).
 - (1) When the other party commits a material violation of all or part of its obligations under the Agreement and, despite having been demanded by the non-breaching party to cure such breach or perform its obligations within a reasonable period designated by the non-breaching party, fails to do so within such period;

- (2) When a petition is filed for a provisional attachment, provisional disposition, attachment, compulsory execution or auction against the other party, or when the other party fails to pay taxes or public dues and receives a demand for payment;
 - (3) When a petition is filed for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation or any other legal insolvency proceedings with respect to the other party, or when the other party enters into dissolution (including dissolution pursuant to law), liquidation (including special liquidation) or private arrangement proceedings;
 - (4) When the other party resolves to reduce its capital, discontinue, suspend, or change its business, or transfer all or part of its business;
 - (5) When the other party becomes subject to a dishonor of a bill or check, or otherwise falls into a state of suspension of payment;
 - (6) In addition to the foregoing, when the other party's financial condition has significantly deteriorated, or there is a reasonable cause to believe such deterioration is likely, or if it has fallen into a state of financial distress;
 - (7) When the other party receives an administrative disposition ordering suspension of business or revocation of its business license or registration from a supervisory authority;
 - (8) When a change occurs in the principal shareholders or management of the other party, and the continuation of the Agreement is deemed inappropriate by another party; or
 - (9) When the other party violates any laws or regulations or the Agreement, or when the continuation of the Agreement is deemed inappropriate by the party initiating termination based on reasonable grounds.
2. If a Syndication Partner falls under any of the items in the preceding paragraph, the Company may, in accordance with applicable laws and regulations, immediately suspend the performance of its obligations under, or terminate, all or part of the Agreement and any other agreements already executed between the parties, after giving notice to the Partner of the grounds therefor (provided, however, that if applicable laws or regulations do not require such notice, such notice shall not be required).
 3. Termination of any agreement pursuant to this Article shall not preclude a claim for damages against the other party.

Article 21. Loss of Benefit of Time

When either the Partner or the Company falls under any of the items of paragraph 1 or paragraph 2 of the preceding Article, all obligations owed by such party to the other party

shall automatically lose the benefit of time without any notice or demand from the other party, and such party must immediately repay all such obligations to the other party.

Article 22. Term of Agreement

1. The term of the Agreement shall be from the date on which the Agreement is formed until March 31 of the following year. However, unless either party gives written notice (including electronic records) at least three months prior to the expiration date that it will terminate the Agreement as of such expiration date, the Agreement shall automatically renew for an additional three months, and the same shall apply thereafter.
2. If any obligations remain unperformed upon the termination of the Agreement, the Agreement shall continue to apply until such obligations are fully performed.
3. Notwithstanding the termination of the Agreement, the provisions of Article 13 (Handling of Personal Information), Article 14 (Handling of Distribution Information, etc.), Article 18 (Compensation for Damages), Article 21 (Loss of Benefit of Time), paragraph 2 and this paragraph of this Article (Term of Agreement), Article 25 (No Assignment of Rights and Obligations), Article 28 (Jurisdiction) and Article 29 (Governing Law) shall remain in full force and effect. The provisions of Article 15 (Confidentiality Obligations) shall remain in effect in accordance with that Article.

Article 23. Notices

Unless otherwise provided, any communication or notice between the Partner and the Company in connection with the Agreement shall be made in the manner specified by the Company.

Article 24. Amendments to these Terms

If the Company determines that it is necessary to do so, the Company may amend these Terms by publicly announcing or notifying the Partner in accordance with applicable laws and regulations. In such case, the Company shall make the amended Terms and the effective date thereof known to applicants by posting them on the Company's website or by notifying applicants in the manner specified by the Company. The amended Terms shall become effective as of the effective date.

Article 25. No Assignment of Rights and Obligations

Neither the Partner nor the Company shall assign or pledge all or any part of its status under the Agreement or its rights or obligations arising under the Agreement to any third party without the prior written consent of the other party.

Article 26. Severability

Even if all or part of any provision of the Agreement is determined to be illegal, invalid, or unenforceable, such determination shall not affect the legality, validity, or enforceability of any other provision.

Article 27. Consultation

With respect to any matters not provided for in the Agreement or any questions regarding the interpretation of the Agreement, the Partner and the Company shall seek to resolve such matters through good-faith consultation.

Article 28. Jurisdiction

With respect to any litigation arising in connection with the Agreement, the Tokyo District Court shall have exclusive jurisdiction as the court of first instance.

Article 29. Governing Law

The Agreement shall be governed by the laws of Japan.

Established on January 1, 2026.