

Yahoo! JAPAN Ads Terms of Use of the Generative AI Services

We provide this translation for your convenience. The Japanese version is the official language we use to enforce our terms.

Article 1 (Outline of This Feature and Contractual Relationships)

1. The Creative generation assistance feature (This feature) is an additional function of Yahoo! JAPAN Ads. To support the creation of advertising materials by customers who use Yahoo! JAPAN Ads, we use OpenAI API provided by OpenAI, L.L.C. and OpenAI OpCo, LLC to create a prototype (Generated text) related to a part of the advertising material (appeal wording) that will be output.
2. The terms are based on the Master Terms and Conditions (T&C: <https://global-marketing.yahoo.co.jp/guidelines/terms.html>), and if any inconsistency between the terms and the T&C, the terms shall take precedence. Unless specified, the definitions of terms used in the terms shall be following T&C.
3. Customers who wish to use This feature shall apply for This feature by the method separately designated by LY Corporation (LYC) after agreeing to the term, and if LYC accepts this, the contents of the term will become part of the Advertising Agreement (Article 1, Paragraph 3 of the Master Terms and Conditions).

Article 2 (Confirmation of the Use of Generative AI)

1. This feature is powered by Generative AI. LYC does not guarantee the reliability, accuracy, up-to-dateness, completeness, validity, fitness for a particular purpose, usefulness, or continuity of the Generated text. The Generated text may contain inaccuracies or discriminatory or violent content. You shall make any necessary corrections, deletions, etc., to the output Generated text and shall be legally responsible for the advertising materials. Note that the Generated text does not represent the views of LYC.
2. LYC does not guarantee that the advertising materials, including the Generated text, will pass the advertising review prescribed by LYC for the distribution of Yahoo! JAPAN Ads. In addition, even when using This feature, you confirm that you are obligated to comply with the advertising standards set forth by LYC and other rules and guidelines established by LYC regarding the content of the advertisement.
3. This feature provides an entry form on the screen (Entry form). The information you enter (Your information) in the Entry form will be sent to OpenAI OpCo, LLC and OpenAI, LLC (USA). However, this information will not be used by these companies

for machine learning purposes.

4. LYC will store the Entered information and Generated text in our database and use it for the purpose of fraud prevention or analysis.
5. LYC's responsibilities for This feature shall be as outlined in the T&C.

Article 5 (Compliance Matters)

1. The customer shall use the Generated text to distribute Yahoo! JAPAN Ads and shall not use it for any other purpose, such as generating prompts, training other AI and machine learning models, etc.
2. When entering the Entry form, customers shall not enter any of Your information or Generated text that may violate the Copyright Act, the Trademark Act, and the Pharmaceuticals and Medical Devices Act or infringe on the rights of third parties. When using the Generated text, the customer shall confirm that it does not violate laws and regulations such as the Copyright Act, the Trademark Act, and the Pharmaceuticals and Medical Devices Act and that it does not infringe on the rights of third parties.
3. When using This feature, you shall use it to the extent that it does not violate OpenAI's Terms of Use (<https://openai.com/policies/usage-policies>).
4. Unless the prior consent of LYC has been obtained, the customer shall not provide personal information (including information that corresponds to personal information to LYC) regarding persons other than the customer's employees (If the customer is an individual, the customer themselves) who uses This feature shall not be entered in the Entry form. In addition, when providing LYC with information about your employees, you shall comply with the Act on the Protection of Personal Information (Act No. 57 of 15).

Article 4 (Usage Fee for the This feature)

LYC shall provide This feature to the customer free of charge.

Article 5 (Changes to the terms, etc.)

LYC may, as necessary, change the terms by announcing or notifying the customer following laws and regulations. In this case, LYC will notify the customer of the changed terms and the effective date by displaying them on This feature's view, the LYC's website, or by notifying the customer by the method specified by LYC. The amended terms shall take effect from the effective date.

Enacted on March 17, 2024

Amended on July 8, 2024