

Specific Terms and Conditions of LINE Services for Business Partners: “LINE Business Connect”**Article 1 (Purpose)**

These Specific Terms and Condition of LINE Services for Business Partners: “LINE Business Connect” (the “Business Connect Specific Terms and Conditions”) set forth the terms and conditions regarding the Partner’s use of the LINE Business Connect service (the “Service”) provided by LINE Corporation (the “Company”) to the Partner.

Article 2 (Definitions)

Capitalized terms used in the Business Connect Specific Terms and Conditions are defined in this section or in the section of the Business Connect Specific Terms and Conditions where they are first used.

- (i) “LINE” means the LINE messenger service and related services operated by the Company.
- (ii) “Partner” means an entity that uses the Service and develops programs and systems that operate in conjunction with LINE (the “Contents Provider Server”) and provides such programs and systems to third parties.
- (iii) “User” means a person who uses LINE via the Contents Provider Server provided by the Partner.
- (iv) “Development Environment” means the “LINE Developers” development environment for the Service provided by the Company to the Partner.

Article 3 (Contractual Relationship)

1. This Specific Terms and Conditions of LINE Services for Business Partners: “LINE Business Connect” (the “Business Connect Specific Terms and Conditions”) apply in conjunction with the Basic Terms and Conditions of LINE Services for Business Partners and the Specific Terms and Conditions of LINE Services for Business Partners: “LINE Official Account” (the “LINE Official Account Specific Terms and Conditions”) to the Partner’s use of the Service. The Business Connect Specific Terms and Conditions take priority over the Basic Terms and Conditions of LINE Services for Business Partners and the LINE Official Account Specific Terms and Conditions. Any discrepancy between the Business Connect Specific Terms and Conditions, Basic Terms and Conditions of LINE Services for Business Partners, and the LINE Official Account Specific Terms and Conditions will be resolved in favor of the Business Connect Specific Terms and Conditions.
2. Persons who wish to use the Service must agree and consent to the Basic Terms and Conditions of LINE Services for Business Partners, the LINE Official Account Specific Terms and Conditions, and the Business Connect Specific Terms and Conditions and apply to use the Service via the application form and/or application screen (collectively, the “Application”) separately provided for by the Company and any other documents separately provided for by the Company. Any discrepancy between the provisions of the Business Connect Specific Terms and Conditions and the Application will be resolved in favor of the provision of the Application.

3. When the Company approves an Application submitted in accordance with Article 3.2, the Company will notify the Partner in writing (including e-mail) of the Company's approval of the Application and inform the Client of the information necessary for use of the Service, including the Partner's ID and password (the "Account Information").
4. When the Company has transmitted its approval of the application to the applicant pursuant to Article 3.3, the agreement for the Services (the "Separate Use Agreement") shall be deemed to be concluded between the Company and the applicant as of the date that the Company provided notification to the Partner (the "Use Commencement Date") unless the Application or other document sets forth a specific Use Commencement Date.
5. The term of the Separate Use Agreement (the "Initial Term") is a period of six months from the Use Commencement Date (unless there is a particular term provided for in writing in the Application or other document). The Separate Use Agreement will automatically renew for successive three month periods ("Renewal Term(s)") upon conclusion of the Term, unless either Party provides notice of its intent not to renew. Either Party may terminate this Agreement by providing written prior notice of no less than one month.
6. Notwithstanding the preceding paragraph, when the agreement with respect to LINE Official Account in relation to the Service terminates or such agreement is changed to prohibit Partner from using the Service, the Separate Use Agreement shall be automatically terminated as of the time of such change.

Article 4 (Management of the Service and the Account Information)

1. The Partner will use the Service and manage the Account Information with the responsibility of a good manager.
2. The Partner will download and refer to the technical specifications and documents necessary for developing the Contents Provider Server through the Development Environment (the "Company Documents").
3. The Partner may designate an individual to manage the development and operations within the Service (the "Manager") by entering specified matters in the Development Environment. In such case, the Partner will bear all responsibility for the use of the Service by the Manager. The Company will deem the acts of the Manager as those of the Partner and hold the Partner responsible under the Business Connect Specific Terms and Conditions for all acts of the Manager.
4. Without obtaining the prior written consent (including consent through e-mail) of the Company, the Partner may not allow any third party other than the Manager to use the Account Information of the Partner (including any access to the Development Environment and any other operation of the Service).
5. The Partner will maintain the confidentiality of all information obtained through the use of the management screen or the Account Information (including, but not limited to personal information) (the "Confidential Information") and will use the Confidential Information only to the extent necessary to use the Service.
6. The Partner will make provisions to implement the precautions described below for the proper management of the Account Information and the Confidential Information.
 - (1) Designate a manager responsible for overseeing the handling of the Account Information and Confidential Information.
 - (2) Limit the terminal devices that are permitted to access the Service and maintain strict

controls over the terminal devices.

- (3) Where records are maintained for the Account Information and Confidential Information, limit the access to such records and restrict the physical locations where the records are maintained. Manage the locations where the records are maintained strictly, including by use of locked cabinets and other lockers.
- (4) In addition to the precautions set forth in Article 4.6(1) to Article 4.6(3), provide for systems necessary for the proper management of the Account Information and Confidential Information, including, but not limited to, the maintenance of functions that can detect unauthorized access, education, and audit of such systems.
- (5) Upon request by the Company, provide a report in writing (including e-mail) to the Company describing the structures implemented by the Partner for the management of the Account Information and the Confidential Information.

Article 5 (Contents Provider Server)

1. The Partner will at its own responsibility and expense develop and publicly distribute the Contents Provider Server.
2. The Partner will submit written reports (including reports via e-mail) in advance to the Company describing the Partner's plans for development the Contents Provider Server, including the functions thereof (the "Development Plans"). The Company will provide notice of either its acceptance of the Development Plans or its instructions regarding changes to the plans. The Partner will follow the instructions from the Company. The Company will maintain the confidentiality of the Development Plans.
3. The Partner will develop the Contents Provider Server so that the actions and operations on LINE of the Contents Provider Server (not limited to automatically-generated actions and operations but including messages sent directly to Users through the Development Environment) do not violate the prohibited activities as set forth in the LINE Terms of Use. For the purposes of applying the LINE Terms of Use to the Partner, the Partner will be deemed a "User" in the LINE Terms of Use. Partner shall not put any link to webpages which are not substantially controlled and managed by Partner within any message distributed to the User. 4. The Partner will implement functionality to display the following items and obtain consent from Users where necessary on the Contents Provider Server screen that can be recognized by Users (including notification messages). The Partner itself will comply with the items (2) to (5) of this Article 5.4.
 - (1) Display the trade name of the Partner as the entity that is providing the Contents Provider Server.
 - (2) Notification that the Partner is the entity that is responsible for handling the messages inputted by the User via the Contents Provider Server and any information collected from the User (including but not limited to personal information) (the "User Information") and that the User Information will be used only within the scope of the service provided by the Contents Provider Server within LINE.
 - (3) In the event that the Partner has contracts for more than one LINE Official Account, the Partner will manage the User Information in each Official Account separately and will not use User Information obtained through a particular Official Account in an Official Account through which the Partner has not obtained the particular User Information.

- (4) User Information is handled in accordance with the privacy policy of the Partner and function to enable Users to access the Partner's privacy policy at any time is implemented.
5. With respect to the development and operations of the Contents Provider Server, the Partner represents and warrants that:
 - (1) The development and operations of the Contents Provider Server comply with the "Contents Provider Server Specifications" set forth in the LINE Documents, the "Guidelines", and other documentation and notifications provided by the Company to the Partner having a similar purpose as the Guidelines, irrespective of the description of the notifications (the "Guidelines, etc.") and do not violate any of the prohibited activities set forth in the Guidelines, etc.;
 - (2) The development and operations of the Contents Provider Server do not infringe any the intellectual property rights of any third party (including but not limited to copyright, moral rights, patent rights, trademark rights, design rights, utility model rights, trade secrets, honor rights, portrait rights, privacy rights, and publicity rights);
 - (3) None of the contents provided through the Contents Provider Server harm or could potentially harm the public order or morality (including but not limited to excessively violent expressions, sexually-explicit content, or other anti-social content). None of the contents violates relevant laws or regulations;
 - (4) Either the system developed, operated, and managed by the Partner satisfies the items in the "System Management Standards" prescribed by the Ministry of Economy, Trade and Industry or the Partner maintains an equivalent system;
 - (5) The information collected by the Contents Provider Server is restricted to only such information that is deemed by the Company as necessary for the operations of the Contents Provider Server and the Contents Provider Server will not collect passwords, PIN numbers, credit card information, other highly-confidential or sensitive information, or information relating to the User's privacy;
 - (6) The Partner will not disclose the Confidential Information about this matter to third parties (other than the Manager). The Partner will manage each Official Account separately.
6. The Company may at any time, including after the commencement of use of the Contents Provider Server, determine that the operations of the Contents Provider Server violate the LINE Terms of Use or the Guidelines, etc. or that there is the possibility of other inappropriate operations of the Contents Provider Server. In such event, the Company may instruct the Partner to correct the violation or take other corrective measures or require an examination of the Contents Provider Server. The Partner will cooperate as necessary with the examination of the Contents Provider Server and will comply with the instructions of the Company promptly.
7. In the event that the Partner receives a complaint from a third party as a result of the Contents Provider Server or the operations thereof or in the event of a security incident, such as the leakage of personal information, the Partner will notify the Company promptly in writing (including e-mail) of the matter. If requested separately by the Company, the Partner will provide reports to the Company setting forth the details of the claim or event.
8. If a dispute caused by or relating to the Contents Provider Server developed by the Partner arises between the Partner and a third party, including a User, the Partner will resolve the dispute at its own responsibility and expense. The Company will have no involvement in the

dispute, including serving as an intermediary to the dispute.

9. The Partner shall comply with the LINE User Data Policy provided by the Company regarding matters not set forth in the Business Connect Specific Terms and Conditions. In the event of any discrepancy between the Business Connect Specific Terms and Conditions and LINE User Data Policy, the Business Connect Specific Terms and Conditions will prevail.

Article 6 (Ownership and Use of Rights)

1. The intellectual property rights, including the copyrights on the Company Documents remain the property of the Company. The Partner may not reprint, transfer, copy, publish, transmit, distribute, transfer, loan, translate, or adapt the Company's intellectual property, including the Company Documents, without the prior written consent of the Company.
2. The rights to the LINE-related information of Users (including but not limited to User name, nickname, LINE ID, icon image or photo, status messages, images and other information that can identify a User) obtained by the Partner through use of the Service, including the Development Environment, remain the property of LINE. The Partner may use such LINE-related information only to the extent necessary to fulfill the purposes of the Service.
3. The rights to the information obtained by the Partner through the Contents Provider Server (messages and other attached information sent by a User through LINE to the Contents Provider Server other than information for which the Company retains ownership pursuant to Article 6.2 (the "BOT Transmission Information")) belong to the Partner. The Company assumes no obligation to protect any BOT Transmission Information.
4. In the event that the Partner makes any invention, device, or creation in connection with the development or operation of the Contents Provider Server (the "Invention"), the Partner will inform the Company promptly of such Invention in writing. The Parties will confer regarding the ownership of the intellectual property rights to the Invention and mutually decide on the ownership of the intellectual property rights in the Invention (the "Consultations"), including patent rights, utility model rights, design rights, and copyrights. In the event that a patent application, including foreign patent applications, will be filed for the Invention, the Parties will confer in advance and determine the applicant that will file the patent application.
5. In the event that as a result of the Consultations, the Partner owns the intellectual property rights in the Invention, the Partner will, upon request by the Company, grant a perpetual license without geographic restriction at no charge to the Company and any third party designated by the Company (the "Licensees") to exploit or otherwise use the rights to the Invention (including development of software by the Licensees, use of the Licensee-developed software by the Licensees, and the right to allow third parties to use the Licensee-developed software). The Partner will not exercise the moral right of an author to the Invention.
6. In the event that the development and operation of the Service will be conducted by the Manager, the Partner will implement in the contract between the Partner and the Manager all contractual provisions necessary to carry out the purposes of the provisions of Article 6.4 and Article 6.5.
7. The Partner acknowledges, consents, and agrees that BOT Transmission Information may be stored on the terminal devices of Users and that the Users can continue to use the BOT Transmission Information stored on the terminal devices.

Article 7 (Ownership and Use of Rights Suspension and Discontinuance of the Service)

1. The Company does not expressly or impliedly guarantee that the Service, including LINE, is free from de facto or legal flaws (including but not limited to stability, reliability, accuracy, integrity, effectiveness, fitness for certain purposes, legality to use for certain purposes, security-related faults, errors, bugs, or infringements of rights).
2. The Company may suspend or discontinue all or a portion of the Service for any of the reasons listed below. In such event, the Company will provide the Partner with notice, by posting in the Development Environment or sending e-mail, of the fact of the suspension or discontinuance of the provision of Service and the expected period of such suspension or discontinuance as soon as practicable. The Company will make reasonable efforts to minimize the effect of the suspension or discontinuance of the provision of the Service on the Partner and Users.
 - (1) Maintenance, inspection, or construction of equipment used in the provision of the Service;
 - (2) A failure of the equipment used in the provision of the Service; or
 - (3) When telecommunications services fail for reasons attributable to the telecommunication service providers.
3. In the event that the Company determines that any of the events set forth below has occurred or is occurring with respect to an Contents Provider Server that has been released by the Partner, the Company may suspend or discontinue the provision of the Service to the Partner after providing prior written notice, including notice by e-mail, to the Partner, provided that if the suspension or termination is unavoidable due to exigent circumstances, the Company may suspend or discontinue the provision of the Service immediately and, in such event, will provide written notice, including notice by e-mail promptly thereafter.
 - (1) In the event that the Contents Provider Server is significantly different from the Development Plans approved by the Company;
 - (2) In the event that the Contents Provider Server falls under one of the prohibitions of the LINE Terms of Use or the Business Connect Specific Terms and Conditions;
 - (3) In the event that the Contents Provider Server improperly collects User Information;
 - (4) In the event that the Contents Provider Server does not comply with the Guidelines, etc.
 - (5) In the event that the Company otherwise determines the Contents Provider Server to be inappropriate.
4. In the event a User attempts to enter a message or other transmission into the Contents Provider Server but is unable to send such message or other transmission to the Contents Provider Server where the communications between LINE and the Contents Provider Server is congested or disrupted due to reasons attributable to the Contents Provider Server or the telecommunications equipment of the Partner that works with the Contents Provider Server, the Company, at its discretion, may delete all or a portion of the message or transmission and may suspend or discontinue the provision of the Service to the Partner without prior notice to the Partner.
5. The Partner acknowledges, consents, and agrees that there might be effects on the transmissions between LINE and the Contents Provider Server and that the Contents Provider Server might not function correctly due to the suspension or discontinuance of the provision of the Service to the Partner.
6. The Company is not liable for any damages to the Partner or Users due to the suspension or discontinuance of the provision of the Service, including LINE, regardless of the reason for the

suspension or discontinuance.

Article 8 (Confirmation of Legality)

The Partner represents and warrants that the Partner has made inquiries to the reasonably-foreseeable governmental organizations that might or do in fact regulate the service and has confirmed that the provision of the certain services through this Service to Users does not violate any laws and regulations, provided that the Partner is not obliged to conduct such inquiry or confirmation to the extent that no law related to the services exists. After commencement of the Service, the Partner will confirm continuously the legality of the use of this Service for certain services. In the event that the Partner breaches the obligations of this Article or the provision of certain services through the Service is deemed illegal, the Company may immediately suspend or discontinue the Service and bears no responsibility for any damages incurred to the Partner caused by such suspension or discontinuance, and the Partner will immediately compensate the Company for any damages incurred by the Company, including but not limited to amounts the Company is required to pay a third party and attorney's fees.

Article 9 (Termination)

1. The Company may terminate the Separate Use Agreement by providing prior written notice, including notice by e-mail, to the Partner in the event that either of the following events has occurred with respect to the Partner and the Partner fails to make the requested corrections within a reasonable period of time specified by the Company.
 - (1) The occurrence of a situation set forth in Article 7.3 or Article 7.4
 - (2) In the event of a violation by the Partner of a provision of the Business Connect Specific Terms and Conditions.
2. Without regard to Article 8.1, where either of the following events is applicable to the Partner, the Company may terminate the Separate Use Agreement where it has provided thirty-day prior written notice, including notice by e-mail, to the Partner, provided that the Partner has not raised particular objections within the thirty-day notice period.
 - (1) The Contents Provider Server developed and released by the Partner has not accessed LINE for a period of six months or longer.
 - (2) The Partner has not logged on to the development screen for a period of six months or longer.

Article 10 (Measures after the Termination of the Agreement)

Upon the termination of the Separate Use Agreement, the Partner immediately will discontinue use of the Account Information and promptly will destroy the information to which the Company has rights as provided for in Article 6.2, the information to which the Partner had rights as provided for in Article 6.3, and the Company Document. The details procedure of the destruction of the information as provided for in Article 6.2 and 6.3 shall be subject to the LINE User Data Policy.

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