

LINE Ads Terms of Use

These Terms of Use of LINE Ads (hereinafter referred to as these “Terms of Use”) set forth the terms and conditions for using LINE Ads (hereinafter referred to as the “Service”) between LINE Corporation and/or a group company designated by LINE Corporation (hereinafter collectively referred to as the “Company”) and a party who has executed the Service Agreement (as defined in Article 2 (1)) (hereinafter referred to as the “Customer”). A person to agree to these Terms of Use for or on behalf of the Customer represents and warrants that it has been given the authority to agree to these Terms of Use from the Customer, and that it is agreeing to these Terms of Use based on such authority. When the Customer starts to use the Service, it shall be deemed that the Customer has agreed to these Terms of Use. When the Customer is to subcontract a part of the use of the Service to a subcontractor, the Customer shall obtain the Company’s approval, cause the subcontractor to perform the Customer’s obligations under these Terms of Use, and be responsible for the subcontractor’s performance of such obligations.

Article 1 (Overview of Service)

The Service is a service in which the Customer can use the ad distribution system provided by the Company and distribute its own advertisement, or an advertisement of a third party which was entrusted to the Customer, on an ad spot provided by the Company or a third party affiliated with the Company in the Company’s prescribed country or region. Details of the Service shall be prescribed in the media sheet to be separately provided by the Company.

Article 2 (Contractual Relationship)

1. A party who desires to use the Service (hereinafter referred to as the “Applicant”) shall agree to these Terms of Use, fill out an “application form” separately prescribed by the Company (hereinafter 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 service agreement (hereinafter referred to as the “Service Agreement”) in relation to the Service shall be deemed to be executed between the Company and the Applicant who becomes the Customer.
2. An Applicant may apply to execute the Service Agreement through an advertising agency.
3. If any of the following applies, the Company may reject the application to execute the Service Agreement:
 - (1) 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 Service and any other services provided by the Company;
 - (2) The Applicant may, as determined by the Company, harm the reputation of the Service;
 - (3) The Application Form contains any false information or misrepresentation; or
 - (4) In addition to the preceding three (3) items, the Company deems that it is inappropriate to execute the Service Agreement.
4. If any of the events in the preceding paragraph applies to the Customer, the Company may suspend the use of Service by the Customer or terminate the Service Agreement with the Customer without any prior notice or warning to the Customer.

Article 3 (Relation of these Terms of Use and Media Sheet)

In addition to the matters prescribed in these Terms of Use, the matters prescribed in the media sheet related to the Service are also applicable to the Service. If there is any discrepancy between these Terms of Use and the media sheet, the order of preferential

application shall be the media sheet, and then these Terms of Use.

Article 4 (Amendment of these Terms of Use, etc.)

The Company may amend these Terms of Use and the media sheet. After making the amendment, the Company will announce the amended Terms of Use and media sheet on the Company's website or by individually notifying the Customers. If the Customer uses the Service after the foregoing announcement or notification, it shall be deemed that the Customer has agreed to the amended Terms of Use and media sheet.

Article 5 (Fees and Payment)

1. The Company shall calculate the fees for the Service by closing its books on the last day of each month and, as a general rule, issue an invoice or a statement according to the Company's prescribed method within ten (10) business days from the first day of each month. The Customer shall pay the amount indicated on the invoice or statement according to the Company's prescribed method by the payment date separately designated by the Company. The Customer shall bear the bank transfer fee. Even if there is any erroneous billing due to an inadequacy or error in the delivery address of the invoice or the information of the credit card registered in the Service, the Company shall not be liable in any way. The Customer shall strictly observe the payment deadline. If the Customer is delinquent in paying the fees or the premiums for the Service, the Company may charge the Customer a late charge of 14.5% per annum for the outstanding amount for the period of delinquency, and may discontinue or suspend the provision of the Service to the Customer until the payment is made.
2. If any consumption tax is imposed in accordance with the Consumption Tax Act or other related laws on the payment of the fees to be paid by the Customer to the Company, the Customer shall pay the fees together with an amount equivalent to the applicable consumption tax.
3. The Company will round off any fraction to the nearest whole number that has resulted from calculation of the fees or any other amounts.
4. The Company shall have the right to change the fees and terms and conditions of the Service at its discretion provided that the Company shall send a written prior notice (including by way of email) to the Customer or post such change on the ad distribution system of the Service.
5. If any excess or shortage in the fees paid by the Customer to the Company is discovered due to an erroneous billing to the Customer caused by a system failure or any other reason, and the Customer is required to separately pay fees to the Company, the Company may confirm the incident with the Company and adjust the balance of the erroneous billing, including the adjustment of such excess or shortage, by increasing or decreasing the fees to be paid by the Customer to the Company after the month in which the Customer was notified (if the Customer is using multiple services of the Company, referring to all fees for the services of the Company without limitation to the Service). With regard to the cause of such erroneous billing, while the Company will exert commercially reasonable efforts to notify the Customer to the extent that the Company can determine such cause and consult with the Customer in good-faith, if such notice is difficult due to reasons such as the Company not being able to determine the cause of the erroneous billing, the Company shall not be responsible for bearing the obligation of notifying the Customer.

Article 6 (Distribution Period)

1. The distribution period of each advertisement shall be decided by the Customer at its own discretion, and shall be executed through the administration website provided by the Company.
2. There may be cases where the time zone displayed on the administration website upon setting

the distribution period and the time zone for the Company to tabulate the invoice amount to be billed to the Customer are inconsistent due to the settings performed by the Customer. The Customer shall not raise any objection regarding such inconsistency.

3. Even after the termination of the distribution period, if there is any balance remaining in the campaign budget of each advertisement, the fees of the Service may be subject to the billing period while the cache of each advertisement is remaining and being displayed on the terminal, etc. of a user of the Service (hereinafter referred to as the "User").

Article 7 (Clearance of Rights related to the Submitted Materials)

1. Arrangements of the submitted materials to be distributed in the Service and the clearance of rights (including payment to copyright collecting agencies such as JASRAC) regarding the materials to be used in the destination guided from the submitted materials (including, but not limited to, domain name, URL, website within the same domain and application; hereinafter referred to as the "Guided Destination") shall be handled by the Customer at its own cost burden and responsibility. The Customer shall grant to the Company, for an indefinite period and free of charge, the rights required for displaying the submitted materials, which are used in the Service, in the mediums being handled in the Service.
2. The Customer shall grant to the Company, for an indefinite period and free of charge, the rights for LINE Corporation's domestic and overseas subsidiaries and companies subcontracted by LINE Corporation to replicate, analyze and examine the submitted materials, which are used in the Service, for confirming the non-infringement of rights of third parties or the appropriateness of the subject matter of the submitted materials, for improving the user-friendliness of the Customers or for improving the contents of the Service.

Article 8 (Responsibilities of the Customer)

1. Irrespective of whether the Customer is the advertiser of the advertisement, the Customer warrants to the Company that the submitted materials and the Guided Destination (a) do not infringe upon any copyrights, industrial property rights, publicity rights, privacy rights or any other rights of a third party, (b) are not in violation of Pharmaceutical and Medical Device Act, the Act against Unjustifiable Premiums and Misleading Representations or any other related applicable laws and regulations (in addition to the laws of the country where the Customer is located, including the laws of the country where the advertisement is to be distributed), (c) are accurate and up-to-date, do not confuse the Users, contain any computer virus or false information and the submitted materials and the Guide Destination are not of unrelated subject matter, (d) are not a dead link, and (e) are not contrary to public order and morals, do not slander any third party, or contain subject matter that impairs the reputation of any third party.
2. If the Company receives a complaint or a claim from a third party in relation to the submitted materials or the Guided Destination, the Customer shall handle such complaint or claim under its own responsibility and cost burden. Furthermore, if the Company suffers any damage in connection with the submitted materials or the Guided Destination, the Customer shall promptly compensate such damage suffered by the Company (including, but not limited to, lost profits, special damages and reasonable attorney's fees).

Article 9 (Advertisement Screening Standards)

1. The content and format of the submitted materials and the Guided Destination must be compliant with the advertisement screening standards prescribed by the Company or their incidental guidelines, etc. (hereinafter collectively referred to as the "Distribution Guidelines"); provided, however, that the Distribution Guidelines are not prepared with the intention of offering legal advice. The Customer shall, under its own responsibility, confirm and observe

- all laws, regulations and ordinances that are applicable to the requested advertisement.
2. In order to confirm the Customer's distribution contents' observance of the Distribution Guidelines, the Company will perform crawling to the URL related to the advertisement submitted by the Customer. The Customer agrees in advance that, if the Company is unable to perform crawling, there may be cases where the advertisement cannot be posted, and affirms that it will not modify the distribution contents only at the time that the Company performs crawling. The Company shall not be liable in any way for any damage suffered by the Customer as a result of performing crawling.

Article 10 (Screening of Submitted Materials and Guide Destination)

The content and format of the submitted materials and the Guided Destination will undergo the Company's prescribed screening according to the Distribution Guidelines. Unless the submitted materials and the Guided Destination pass the screening, the ad distribution based on the submitted materials shall not be performed. If there is any change to all or a part of the content or format of the submitted materials or the Guided Destination after passing the screening, the submitted materials and the Guided Destination shall once again undergo the Company's prescribed screening. This screening does not in any way ensure the legality, safety, reliability, accuracy, completeness, effectiveness, fitness for a particular purpose, or non-existence of any actual or legal defect such as security-related flaws, errors or bugs, or infringement of rights regarding the submitted materials or the content of the Guided Destination.

Article 11 (Suspension of the Distribution)

Even after the Company performs the Company's prescribed screening to the content and format of the submitted materials and the Guided Destination according to the Distribution Guidelines, (1) if there is any breach by the Customer of any warranty obligation or compliance matter prescribed in these Terms of Use, or the Company determines based on its own discretion that there is a possibility of such a breach, or (2) there are circumstances in which the distribution of the submitted materials or the Guide Destination as advertisement is deemed inappropriate at the Company's discretion due to social factors, even after the distribution of advertisement pertaining to such submitted materials is started, the Company may, at its own discretion, immediately suspend the distribution of all or a part of the distributed advertisement without having to bear any default liability, liability for damage or any other legal liability against the Customer. In the foregoing case, the Customer is not exempted from paying the fees incurred in connection with the submitted materials.

Article 12 (Interruption of the Service)

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

- (1) Maintenance of systems or equipment used for the Service;
- (2) Failure of systems or equipment used for the Service; or
- (3) Incapability to use telecommunication services for any reason attributable to telecommunication companies.

Article 13 (Suspension of the Service)

If any of the following applies to the Customer, the Company may suspend the use of the Service by the Customer:

- (1) The Customer fails to pay the fees for the Service when they become due;
- (2) The Customer assigns, lends or shares its account or administration website for the

- Service according to a method that is not prescribed by the Company;
- (3) The Customer infringes upon any industrial property right, copyrights or any other intellectual property rights of a third party;
 - (4) The Customer violates any applicable law or regulation, including the constitution, international treaties, national laws and regulations, and local ordinances;
 - (5) The Customer enters false or untrue information in the Application Form;
 - (6) The Customer distributes information containing false or fabricated information;
 - (7) The Customer distributes information in breach of the Distribution Guidelines;
 - (8) The Customer distributes information that is contrary to public order and morals;
 - (9) The Customer infringes upon the honor, trust, privacy or any other right of a third party;
 - (10) The Customer commits an act that is disadvantageous or harmful to the Company or the Company's customers;
 - (11) The Customer commits an act that the Company deems illegitimate or inappropriate;
 - (12) The Customer 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 Service; or
 - (13) A third party who operates and provides the application market for mobile devices used for the Service namely as Apple Inc. and Google Inc. (hereinafter referred to as the "Platform Provider") requires the Company to suspend providing all or part of the Service.

Article 14 (Termination of the Service)

1. The Company may terminate all or part of the Service as deemed appropriate by the Company.
2. If the Company is to terminate the Service, the Company shall notify, three (3) month before the termination, the Customer to such effect by way of announcement on the Company's website or by giving written notice including by way of email.
3. If all or part of the Service is terminated based on the preceding two paragraphs, the Service Agreement shall be terminated concurrently as of the date of such termination of the Service.

Article 15 (Termination of the Service Agreement)

1. If any of the events in Article 13 (Suspension of the Service) applies to the Customer, the Company may immediately terminate the Service Agreement with the Customer by sending a notice to the Customer, without suspending the Service pursuant to Article 13.
2. Either the Company or the Customer may immediately terminate the Service Agreement by sending a notice to the other party, if any officer, employee, agent or broker (hereinafter referred to as the "Party 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 Party Concerned of the other party is found to be involved with such antisocial force.
3. If there is any balance remaining in the account of the Customer who was terminated the Service Agreement pursuant to Paragraph 1 of this article, the Company will refund such balance to the Customer according to the Company's prescribed method; provided, however, that, if the Company requests the Customer to designate the account to which the balance is to be refunded within the deadline separately designated by the Company but the Customer fails to designate such refund account, or if the Company is otherwise unable to refund the balance to the account designated by the Customer due to reasons that are not attributable to the Company, the Company may keep such balance. The Customer shall bear the bank transfer fee required for refunding the balance.
4. The refund of the balance set out in the preceding paragraph shall be performed after

deducting, from such balance, all debts that are borne by the Customer against the Company (including, but not limited to, fees and damages).

5. In cases where the posting of the advertisement between the Company and the Customer is ended and the Customer will no longer use the Service, if there is any balance remaining in the Customer's account, the Company shall refund such balance to the Customer upon the Customer's request. As a general rule, while the bank transfer fee required for refunding the balance shall be borne by the Company, if the balance remained due to circumstances of the Customer, there may be cases where the Company will request the Customer to pay the bank transfer fee.

Article 16 (LINE Tag)

"LINE Tag" refers to the code of the website provided by the Company for measuring information related to the visits and action history of the websites managed and operated by third parties other than the Company. The Customer shall observe the [LINE Tag Guidelines](#) in using LINE Tag.

Article 17 (Handling of Audience Data)

The Customer may, upon pledging to the following matters, use the function of distributing an advertisement to specified Users in the Service by submitting identifier information such as the Android Advertising ID and the IDFA held by the Customer (hereinafter referred to as the "Mobile Ad ID"), and contact information such as phone numbers and email addresses (hereinafter referred to as the "Contact Information") to the Company, or using information related to the visits and action history sent to the Company by using LINE Tag or a third-party tool ("Mobile Ad ID" and "Contact Information" are hereinafter collectively referred to as the "Audience Data").

1. The number of ad distribution destinations upon designating the Audience Data shall be greater than the number prescribed in the media sheet.
2. When the Customer is to distribute an advertisement by designating the Contact Information, the Company shall convert the Contact Information and provide the same to the Company under its own responsibility according to a method separately prescribed by the Company.
3. The Customer shall observe all applicable laws (including guidelines) with regard to the use of the Service by using the Audience Data to be submitted or sent.
4. The Customer represents and warrants all of the following matters to the Company in using the Audience Data Usage Function:
 - (1) the Customer will acquire the Audience Data from the holder of such Audience Data according to legal means including a written consent, or cause a tool provider to acquire and send the same to LINE; and
 - (2) the Customer has acquired permission based on legal means including a written consent from the holder of the Audience Data with regard to the ad distribution by using the Service with the Audience Data as the key.
5. The Customer shall respect the opt-out against the behavior targeting ad distribution based on the setting of the terminal or browser or a method independently provided by the Customer, and represent that the Audience Data of the person who exercised such opt-out is not included in the Audience Data designated by the Customer upon using the Audience Data Usage Function. Furthermore, when the Company determines that a User exercised the opt-out of the behavior targeting ad distribution based on the setting of the terminal or browser or a method independently provided by the Company, the Customer agrees in advance that, even in cases where the Audience Data of such User is included in the Audience Data designated by the Customer, such Audience Data will be excluded from the subject of distribution upon using the Audience Data Usage Function.

6. The Customer acknowledges in advance that there may be cases where the advertisement cannot be distributed to the holder of the Audience Data or cases where the advertisement is distributed to a person that is different from the holder of the Audience Data recognized by the Customer (including, but not limited to, cases where there is an error in the Contact Information held by the Customer and cases where the Contact Information held by the Customer and the Contact Information held by the Company are inconsistent), and the Company shall not be liable in any way for any damage that is consequently suffered by the Customer.

Article 18 (Disclaimer related to the Distribution)

1. The Company does not in any way warrant that the Service is free from defects, bugs, or troubles caused by other reasons. There is also a possibility of various troubles; for instance, the distributed advertisement is not displayed, the content of the displayed advertisement is displayed in a format that is different from the original content, the advertisement is displayed on a target that is different from the set target, or the displayed data is inaccurate. The Customer shall be fully aware of the foregoing circumstances, and, even if the ad distribution system does not operate normally and the ad distribution is not performed as scheduled, the Customer shall not pursue any legal responsibility against the Company unless it was caused by the willful intent of the Company.
2. The Customer agrees that the Company may, without separately notifying the Customer, perform a test distribution or an ad distribution determined based on a logic that differs from the standard ad distribution logic to certain traffic for optimizing and improving the quality of the ad distribution logic of the Service, and acknowledges that the Company may include the fees of such distribution in the fees of the Service to be billed as set out in Article 5.
3. The Customer acknowledges that, if the advertisement distributed in the Service is wrongfully posted or clicked due to reasons that are beyond the control of the Company, the Company shall not be responsible therefor, and will not discount the fees in connection therewith.

Article 19 (Disclaimer of the Company)

1. The deemed attribute to be used in the targeting was estimated based on an independent algorithm set by the Company by analyzing the action of the Users of the Company's services, and the Company does not guarantee that the target belongs to such attribute.
2. The Company does not in any way guarantee and will not be liable in any way with regard to (a) the submitted materials and the Guided Destination, (b) any act conducted by any third party, including the Users of the Company, in relation to the submitted materials and the Guided Destination, (c) proposals and any and all items that were provided or leased from the Company to the Customer upon distributing the advertisement (including any advice, proposal, prediction and any other information provided by the Company to the Customer) and results of using the same, and (d) distribution location, quality (including the number of persons that the ad distribution had reached and the ad distribution result) and precision of the targeting function.
3. Depending on the User's setting or the application version, or any other setting or environment, there may be cases where the content of the advertisement is not displayed correctly or not guided to the Guided Destination when clicked even if the ad distribution system is operating normally. The Company shall not be liable in any way even in the foregoing case.
4. The Company shall not be liable in any way for any other damage caused due to an error in the setting by the Customer.
5. When an exchange conversion is required, the Company's prescribed rate shall be applied as the exchange rate at an arbitrary timing. The Customer shall not raise any objection

regarding such exchange conversion, and the Company shall not be liable in any way even if the Customer were to consequently suffer any damage or disadvantage.

Article 20 (Force Majeure)

The Company shall not be liable in any way even when an advertisement, which was scheduled to be distributed, could not be distributed or was not distributed appropriately due to calamities, communication failures or other force majeure events, hacking or cracking by a third party, failure of the internet infrastructure or the Customer's server, or any other reason that is not attributable to the Company, or for measures that need to be performed by the Company for providing the Service such as emergency system maintenance or maintenance inspection.

Article 21 (Confidentiality)

1. The Customer shall not announce the fact that it is using the Service or the fact that it is coordinating with the Service without obtaining the prior written consent (including by way of email) of the Company.
2. With respect to information disclosed by the Company designated as confidential to the Customer (hereinafter referred to as "Confidential Information"), the Customer shall treat such information as strictly confidential.
3. Personal information disclosed by the Company to the Customer pursuant to the Service Agreement shall be treated as Confidential Information. The Company and the Customer shall use reasonable efforts to prevent any divulgence, falsification or eavesdropping of such personal information.
4. If the Customer becomes aware of any divulgence, falsification or eavesdropping of the Confidential Information, it shall immediately report to the Company in writing, including by way of email.
5. The Customer may not disclose the Confidential Information to any third party without the prior written approval of the Company; provided, however, that the following information shall not correspond to Confidential Information:
 - (1) Information that was already known to the Customer prior to the disclosure;
 - (2) Information that is publicly known or generally available to the public;
 - (3) Information that the Customer has legitimately obtained from a third party without bearing any confidentiality obligation; or
 - (4) Information that the Company has agreed in writing to be excluded from the Confidential Information.
6. In the event that the Customer is required by any applicable laws, the rules of Financial Instruments Exchange or any other regulations equivalent to such rules (hereinafter collectively referred to as the "Laws") to disclose any of the Confidential Information disclosed by the Company, the Customer shall provide the Company with prompt written notice of such requirement; provided, however, that if the Customer will not be able to provide the Company with a prior notice due to the restrictions by Laws or time constraint, the Customer may provide a late notice to the Company. When the Company is to disclose the Confidential Information pursuant to the provisions of this paragraph, notwithstanding the provisions of Paragraph 1 of this article, the Company may do so within the requisite minimum scope; provided, however, that, if the Company gives instructions to the Company for maintaining the secrecy of the Confidential Information in the foregoing disclosure, the Company shall comply with such request to the extent possible under the applicable laws and on a practical level of the Company's operation.
7. If the Service Agreement is terminated or if the Company requests during the term of the

Service Agreement, the Customer shall return or destroy the Confidential Information and any reproductions thereof.

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

Article 22 (Rights to Information)

1. Intellectual property rights, including copyrights, to information registered, submitted or uploaded for the Service by the Customer shall belong to the Customer; provided, however, that the Company is not obligated to protect the intellectual property rights of the Customer.
2. The Customer shall grant to the Company the license to use the information registered, submitted or uploaded for the Service by the Customer to the extent necessary for the Service. The Customer shall not enforce its author's moral rights against the Company.
3. Rights to information of Users of the Service that the Customer obtains from its use of the Service (including, but not limited to, names, IDs, icon images, status messages and contents; hereinafter collectively 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 Customer at websites that are not the websites for the Service but accessed through the use of the Service by means, such as links, designated by the Customer.
4. The Customer may not collect or reuse the Users' Information for any purpose other than to use the Service.
5. When the Customer is to use the Service and distribute an advertisement, a message or the like using a deemed attribute (hereinafter collectively referred to as the "Advertisement"), the Customer must not identify the attribute of the Users who come into contact with the Advertisement. The prohibited matters of this paragraph include, but are not limited to, designating an individual transition destination for each attribute upon distributing the Advertisement and adding specific information which enables the tracing of the transition path in the URL designating the transition destination.
6. The Customer agrees in advance that all information registered for the Service by the Customer will be deleted at the Company's discretion if the Service Agreement is expired or terminated or the provision of the Service is terminated.
7. The Customer agrees that information distributed to the Users through the use of the Service will remain in the Users' devices even after the termination of the Service Agreement and that the Users may continue to use such information.

Article 23 (Handling of Data)

1. In the Service, the Company will distribute advertisements to the Users' Timeline, LINE NEWS, LINE Manga and to ad spots provided by the Company or a third party affiliated with the Company in each country or region prescribed by the Company, such as messages sent through the official accounts of the Customer and the Company.
2. The Company may, at its own discretion and without notifying the Customer, change the display style of the advertisements, etc. at any time, including during the ad distribution period.
3. The Company will acquire and retain the click count, display count, number of complete views and other information regarding the results of the advertisement distributed by the Customer (not including information capable of identifying specific individuals; hereinafter collectively referred to as the "Provided Information"), and compute statistics based on the Provided Information and provide the computed statistics to the Customer. The Customer agrees that the Company may acquire and use, free of charge, the Provided Information and all information generated and used in the Service (including, but not limited to, distribution

information, log information, and Audience Data) for providing the Service and measuring the results of the Service, preventing misconducts, and improving and bettering the performance of the Company's services at its own discretion without any time limit.

Article 24 (Compensation for Damages)

1. If the Company incurs damages due to the Customer's violation of these Terms of Use, the Customer shall immediately compensate all such damages (including, but not limited to, reasonable attorney's fees).
2. If the Customer receives any claim, allegation, demand, request or motion, etc. (hereinafter collectively as the "Claims") that the Customer has infringed upon a right of a third party, including the Users, in relation to the Service, the Customer shall resolve such Claims at its expense and responsibility. If the Company incurs any damages due to such Claims, the Customer shall immediately compensate all such damages. If the Company resolves the Claims, the Customer shall pay for all expenses incurred by the Company to resolve the Claims.
3. The Company is not responsible for any damage that the Customer may incur during any interruption or suspension of the Service due to force majeure such as fire, electric outage or natural disaster, network or system failure, or the event in Article 13, Item (11).
4. The Customer acknowledges and agrees that when the Customer leads the Users to an 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 Customer may suffer disadvantages including, but not limited to, complaints from the Users and/or disadvantageous treatment by the Platform Provider (hereinafter collectively referred to as "Disadvantages"). The Customer assumes the risk of suffering Disadvantages, and acknowledges that the Customer shall lead the Users to an external service at its own risk. The Customer agrees that the Company will not be held liable for any loss or damage caused by unavailability of the external service or the Disadvantages.
5. With respect to the provisions of these Terms of Use, only if the Customer 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 the amount of fees actually paid by the Customer in the month preceding the month when the damages have been incurred.

Article 25 (Change of Name and Other Information of the Customer)

1. If there is any change to the Customer's registered matters, the Customer shall promptly notify the Company of the change according to the Company's prescribed method.
2. If the Company receives the notice in the preceding paragraph, the Company may request the Customer to provide a document evidencing such change, and the Customer shall comply with such request.

Article 26 (Transfer of the Position and Succession)

The Customer shall not transfer, assign, provide as security to a third party, or allow a third party to succeed, its status under the Service Agreement or its rights and obligations arising in connection with the Service Agreement, without going through the Company's prescribed method.

Article 27 (Severability)

If any of the provisions of these Terms of Use 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 Customer in compliance with the laws.

Article 28 (Governing Law)

These Terms of Use shall be governed by the laws of Japan.

Article 29 (Exclusive Jurisdiction)

The Company and the Customer 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 these Terms of Use or the Service.

Article 30 (Consultation)

With respect to any matter not provided in these Terms of Use, the Company and the Customer shall discuss and resolve issues that may arise in good faith.

Enacted on February 1, 2018
Amended on September 21, 2018
Amended on April 25, 2019
Amended on November 6, 2019