

LY Ads Network SDK Terms of Use

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

LY Ads Network SDK Terms of Use (the "Terms of Use") set forth the conditions for the use of the LY Ads Network SDK (the "SDK") provided by LY Corporation (the "Company"), by any person who installs the SDK and engages in application development (the "Developer"). Developers are deemed to have given valid and irrevocable consent to all provisions of these Terms of Use upon obtaining this SDK. In the event the Developer is a person with limited capacity, such consent shall be deemed to be valid with the consent of the legal representative thereof.

Article 1. Application of Terms of Use

1. The Terms of Use stipulate the basic matters concerning the use of the SDK between the Developer and the Company.
2. In the event that the Company stipulates individual terms and conditions, covenants, contracts, and other guidelines (the "Individual Terms") with regard to the use of the SDK by the Developer in addition to these Terms of Use, the Individual Terms shall automatically form part of these Terms of Use. For the avoidance of doubt, in such cases, the term, Terms of Use, shall refer to a concept that includes the Individual Terms. However, with respect to any matters not provided for in these Terms of Use or any matters that conflict between these Terms of Use and the Individual Terms, the provisions of the Individual Terms shall prevail.
3. The Company may, as necessary, revise the content of these Terms of Use without obtaining the Developer's prior consent. Unless otherwise specified by the Company, the revised terms shall take effect from the time they are displayed on the Company-designated website where the latest SDK is made available.
4. The Developer shall comply with these Terms of Use and use the SDK under the duty of a good manager.

Article 2. No Warranty for the SDK

1. The Developer shall make use of the SDK in accordance with these Terms of Use on the basis of their own responsibility and judgment, and the Company does not expressly or implicitly warrant to the Developer or any other third party that the SDK is not virtually or legally defective (including, without limitation, defects in safety, reliability, accuracy, integrity, effectiveness,

fitness for a particular purpose, errors and bugs related to security, etc. as well as bugs and infringements of rights). In addition, the Company shall not be obliged to repair defects in the SDK to the Developer or any other third party.

2. The Developer shall prepare all telecommunications facilities, equipment, system hardware, software, etc. ("Telecommunications Facilities, etc.") necessary to use the SDK at its own responsibility and expense.

Article 3. License Grant

1. The license to use the SDK under these Terms of Use (the "License") shall be granted by the Company to the Developer on a non-exclusive, revocable, non-transferable, and non-sublicensable license basis. The Developer may use the SDK solely for the purposes explicitly licensed under these Terms of Use and shall not use the SDK for any other purposes.

Furthermore, nothing in these Terms of Use or the License shall be construed as transferring to the Developer any rights, including but not limited to intellectual property rights, held by the Company or any third party in relation to the SDK. All rights, including intellectual property rights in the SDK, shall belong to the Company or a third party, and the Developer shall not object to this. The Developer shall not reproduce, modify, redistribute, decompile, reverse engineer, analyze, or create derivative works of the SDK in whole or in part, install the SDK on any hardware other than personal computers or mobile devices, or distribute the SDK in combination with other software or other software and equipment incorporating the SDK, unless otherwise agreed upon by the Company. However, such combination shall not be deemed as a violation to this paragraph to the extent specifically judged and notified by the Company as necessary to fulfill the purpose of the License.

2. The Developer acknowledges that the specifications or other details of the SDK may be changed by the Company without prior notice and acknowledges that the modified SDK may not meet the Developer's intended purposes. The Developer also acknowledges that the Company may, at its discretion, suspend or terminate the provision of the SDK without prior notice.

3. These Terms of Use do not license the Developer any elements of the Company's brand, including the logos, trademarks, marks, and trade names of the Company or the Company's group companies.

Article 4. Prohibited Acts by the Developer

1. When using the SDK, the Developer shall not engage in any act that falls under or is likely to fall under any of the following ("Prohibited Acts").

- 1) Acts in violation of laws and regulations or public order and morals;
 - 2) Acts in violation of these Terms of Use;
 - 3) Acts that infringe any and all intellectual property rights, portrait rights, publicity rights, or other legitimate rights, including the ownership and copyrights of other Developers, third parties, or the Company;
 - 4) Acts that infringe upon the trust or reputation of other Developers, third parties, or the Company;
 - 5) Acts that cause disadvantage or damage to other Developers, third parties, or the Company;
 - 6) Acts of unauthorized access to computers, Telecommunications Facilities, etc., operated by the Company or a third party, the acts of cracking, attack, and the acts of using the SDK in a manner or form that interfere with Telecommunications Facilities, etc. operated by the Company or a third party, and the acts of promoting such acts;
 - 7) Acts of using the SDK beyond the scope of the license without the Company's prior approval;
 - 8) Acts that interfere with the smooth operation of the SDK and the LY Ads Network;
 - 9) Acts of registering or providing false Developer information;
 - 10) Acts of unlawfully using the information of other Developers or the Developer information of users wishing to use it; or
 - 11) Other acts that the Company deems inappropriate.
2. Any damage incurred by the Developer, the Company, or a third party arising from the Prohibited Acts by the Developer shall be handled by the Developer at the Developer's own responsibility and expense.

Article 5. No Assignment of Rights and Obligations

The Developer shall not, without the Company's prior written consent, have any third party succeed to, or assign or transfer to any third party, or have any third party assume, any or all of the Developer's status, rights, or obligations under these Terms of Use, nor offer them as security.

Article 6. Confidentiality

1. Neither the Company nor the Developer shall publicize, divulge, disclose to a third party, or use for any purpose other than the use of the SDK any confidential business, technical, or other information ("Confidential Information") of the other party that has come to their knowledge in connection with these Terms of Use or the use of SDK without the prior written consent of the other party. Provided, however, that the information set forth below shall not be included in the

Confidential Information.

- 1) Information already in the public domain at the time of disclosure;
 - 2) Information that has become publicly known after disclosure through no fault of the receiving party;
 - 3) Information that was already lawfully in the possession of the receiving party at the time of disclosure;
 - 4) Information obtained after disclosure from a duly authorized third party without any obligation of confidentiality;
 - 5) Information developed or created independently without reference to information disclosed;
- or
- 6) Information that has been notified by the other party that confidentiality is not required.

2. Upon the termination of these Terms of Use and upon request from the other party, the Company and the Developer shall, at the option of the other party, return or destroy all the disclosed Confidential Information and copies thereof.

3. Notwithstanding any other provisions of this Article, the Company shall be entitled to re-disclose the Confidential Information of the Developer to its affiliated companies and to the subcontractors for the SDK. In such event, the Company shall ensure that the party receiving the re-disclosed information complies with the Company's confidentiality obligation set forth in this Article.

Article 7. Suspension or Discontinuation of the SDK

The Company may suspend or discontinue the provision of all or part of the SDK without prior notice to the Developer in any of the following cases:

- 1) When periodic or emergency inspection or maintenance work is conducted on Telecommunications Facilities, etc. related to the SDK;
- 2) When telecommunications lines or similar infrastructure are suspended due to an accident;
- 3) When the operation of the SDK becomes impossible due to force majeure events such as fire, power outage, or natural disaster; or
- 4) When the Company otherwise reasonably determines that suspension or discontinuation is necessary.

Article 8. Disclaimer

1. The Company shall not be held liable for any events that occur to the Developer who falls

under any of the following circumstances:

- 1) Any events arising from the Developer's configuration or modification of Telecommunications Facilities, etc., communication lines, or related environments used by the Developer;
- 2) Any events caused by malfunctions of Telecommunications Facilities, etc., including third-party attacks or computer viruses;
- 3) Any events resulting from the suspension, discontinuation, modification, or termination of the SDK; or
- 4) Any other events similar to the above that occur due to reasons not attributable to the Company.

Article 9. Exclusion of Antisocial Forces

1. The Developer represents and warrants to the Company that neither the Developer nor any of its representatives, officers, parties that substantially hold the management rights therein, employees, agents, intermediaries, or other related parties is or will be in the future: a member of a crime syndicate as defined in Article 2, item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991); a member of such a syndicate (as defined in item 6 of the same Article; hereinafter the same); a company affiliated with crime syndicates; a corporate racketeer (sōkaiya); a group engaging in social or political racketeering activities, special intelligence crime group, or any similar entity; or any other party equivalent thereto or having a close relationship with such parties (collectively, "Antisocial Forces").
2. The Developer further represents and warrants that it will not engage in, nor cause a third party to engage in, any of the following acts toward the Company: violent demands, unjust demands exceeding legal responsibility, fraudulent or threatening behavior, obstruction of business operations, or any other acts equivalent thereto.
3. If the Developer breaches any of the representations or warranties set forth in this Article, the Company may immediately suspend the Developer's use of the SDK and shall bear no liability whatsoever for any damages incurred by the Developer as a result of such suspension.

Article 10. Compensation for Damages

The parties shall indemnify the other party for damages caused to the other party for reasons attributable to themselves. However, the Company's liability for damages to the Developer shall be limited to direct and ordinary damages, and the maximum amount of such liability shall not exceed JPY 100,000.

Article 11. Suspension of Use

The Company may suspend the Developer's use of the SDK under these Terms of Use without any notice if the Developer falls under any of the following cases:

- 1) When the Developer breaches the Terms of Use and fails to remedy such breach within a reasonable period specified by the Company after being given notice;
- 2) When an order or notice of attachment, provisional attachment, or provisional disposition has been dispatched or a petition for auction has been filed;
- 3) When the Developer becomes subject to a disposition for failure to pay taxes and other public charges;
- 4) When a petition is filed for the suspension of payments, commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, or special liquidation proceedings;
- 5) When a resolution is passed to dissolve or discontinue the business without a merger;
- 6) When a self-drawn or self-accepted negotiable instrument or a self-drawn check is dishonored;
- 7) When there has been a material change in assets, credit, solvency, etc.;
- 8) When it is found that the matters stipulated in Article 9, paragraph 1 have been violated;
- 9) When the Developer commits the act prescribed in Article 9, paragraph 2; or
- 10) When the Developer commits any other material act of bad faith that makes it difficult to continue the contractual relationship under these Terms of Use.

Article 12. Consultation

With respect to any questions regarding the Terms of Use and the Individual Terms, or any matters not provided for in these Terms of Use, the Developer and the Company shall resolve such matters through consultations.

Article 13. Jurisdiction

With respect to any dispute arising between the Developer and the Company regarding these Terms of Use and the Individual Terms, the Tokyo Summary Court or the Tokyo District Court shall have exclusive jurisdiction as the court of first instance.

Article 14. Governing Law

The establishment, validity, performance, and interpretation of the Terms of Use shall be

governed by Japanese law.

Enacted on April 1, 2021

Revised on October 1, 2023

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