# **Chapter 1 General Rules**

#### 1. Use of our services

You indicate consent to these Terms of Use by using our services.

Furthermore, when you use services that we provide without charge, you shall be deemed to have consented to the Basic Guidelines, as per Part I of these Terms of Use, in substitution for a procedure indicating your consent to these Terms of Use.

# 2. No guarantee of service content; service content changes

We do not guarantee that the content of services we provide are free of defects or bugs. Furthermore, we may change the content or specifics of the services, or suspend or cancel provision of the services without prior notice to customers.

#### 3. Service use restrictions

We may add conditions for use of the services, such as limiting their use to those who have a registered Yahoo! JAPAN ID (hereinafter in this Chapter, "ID"), or who are a certain age or older, or who satisfy certain requirements through procedures specified by us, such as identity identification.

In addition, we do not allow use by members of anti-social forces (including those who were members in the past), or by persons so involved, or by customers who abuse a service, or through their use cause trouble to a third party.

#### 4. ID registration information

When registering an ID, you are obligated to (1) register true and accurate information, and (2) make appropriate corrections by yourself to keep that registered information up to date.

# 5. Customer responsibility relating to IDs, passwords, etc.

We deem that a login using a prescribed authentication method that identifies a customer (including, but not limited to, authentication confirming that registered information matches the combination of the ID and the password, or the code uniquely assigned to each mobile phone number that is transmitted from the mobile phone service provider) is used by the said customer him/herself. When fees and charges (irrespective of the type of fee or charge, and including fees related to use of our services, usage fees, and membership fees that have accrued by the use of services or purchase of products; this also includes the debts of customers for which collection we have been entrusted by a third party; hereinafter, "Charges") have accrued, we will charge the said customer.

#### 6. Compliance required for service use

When using our services, the following acts (including actions that cause such an act, and actions taken in preparation to commit such an act) are prohibited:

- 1. An act that violates the laws and regulations of Japan or the country/region where the customer is located when using the services;
- 2. An act involving posting, publishing, disclosing, providing or transmitting (hereinafter collectively "Posting, etc.") anything that violates social norms, public order and morals, or infringes the rights of others, or causes trouble to others;
- 3. Posting, etc. a program that destroys or interferes with the functionalities of software or hardware used by other customers;
- 4. An act that destroys or interferes with the functionality of our servers or networks;
- 5. An act that interferes with our services, the advertising we distribute, or the services or advertising provided on our websites;
- An act involving the collection or accumulation of information related to another customer such as personal information, etc. without the permission of the said customer;
- An act involving use for a purpose different from the purpose for which the service is actually provided;
- 8. An act involving use of a service utilizing another customer's ID;
- 9. Obtaining an ID or password from others, or disclosing or providing an ID or password to others, irrespective of the method employed; or

 An act that results in anti-social forces directly or indirectly benefiting from any of our services.

#### 7. Prohibition of reuse of our services, etc.

If you use our services, or the data they consist of, for a purpose other than the purpose for which they are provided, we have the right to suspend such an act and charge you an amount equivalent to the profit or benefit you received from such an act.

# 8. Indemnity

If we incur costs or pay compensation, etc., related to a complaint or the like arising from your action, you shall pay the costs, compensation, etc. paid by us (including any attorney's fees we have paid).

# 9. Handling of customer's data and content

We shall not be obligated to back up data stored by you on servers managed by us. You are responsible for backing it up yourself.

If the need for maintenance, improvement, etc. of our services arises, we may reproduce or otherwise replicate the data stored by you on servers managed by us, to the extent necessary for maintenance, improvement, etc. of our services.

In addition, any copyright for content you submit as a Posting, etc. to services that can be accessed by unspecified or a large number of customers, through such means as electronic bulletin boards, shall belong to you or to the copyright holder of the said content.

You shall be deemed to have licensed (including sublicensing rights) to us the right to use (including reproduction, screening, public transmission, exhibition, distribution, transfer, loan, translation, adaptation, and publication) the said content free of charge and non-exclusively, with indefinite duration within and outside Japan.

Moreover, you shall not exercise author's moral rights.

# 10. Advertising placement

We may place the advertising of our company, and of third parties who have requested us to place it, on the services and software we provide.

# 11. Deletion of a Posting, etc.; suspension of use of service; deletion of IDs

In any of the following cases, in order to appropriately operate the services we provide we may, without prior notice, take such measures as deleting data or content, prohibiting the use of all or part of the services, or deleting customer's IDs.

In addition, if you have registered multiple IDs, measures may be taken on all of those IDs.

- 1. When you violate any of the matters stipulated in these Terms of Use, or when we determine that there is a risk of such a violation;
- 2. When there is a delay in payment of the Charges payable to us;
- 3. When the use of a credit card or bank account designated as the method for settlement of Charges for Yahoo! JAPAN Wallet is suspended;
- 4. When we determine that a concern has arisen regarding your credit uncertainty, such as when you are subject to a petition for bankruptcy or civil rehabilitation proceedings, or have yourself filed such a petition;
- 5. When an ID is registered or used by an anti-social force or its members or persons so involved, or when we determine that there is such a risk;
- 6. When you have not used your ID or specific services for a certain period of time;
- 7. In any other case where we determine that it is difficult to maintain the contractual relationship between you and us, such as when the relationship of trust with you is lost.

#### 12. Disclaimer

We shall be exempt from liability for a default pertaining to debt, unless it is due to our willful intent or gross negligence.

If a contract with a customer regarding the use of our services under these Terms of Use lies within the scope of a consumer contract as stipulated in the Consumer Contract Act of Japan, the above exemption shall not apply, and we shall be liable for compensation for loss or damage within the range of the loss or damage that would normally occur, up to the maximum of the amount of the Charges for paid services (equivalent to one month's fees in the case of a continuous service), except for cases arising out of our willful intent or gross negligence.

#### 13. Individual service guidelines, etc.

Our designated services may, in addition to the Basic Guidelines, be governed by servicespecific terms of use.

If there is a difference between the Basic Guidelines provided in Part 1 of these Terms of Use and the service-specific terms of use included in the Individual Service Guidelines provided in Part 2 of these Terms of Use, unless otherwise specified, the said service-specific terms of use shall prevail over the Basic Guidelines.

#### 14. Revision of Terms of Use

When we judge it necessary, we may revise these Terms of Use. In such an instance, we shall provide notification that these Terms of Use will be revised, while stating the content of the revision and the effective date thereof, by posting on our website or through another appropriate method.

#### 15. Notification or contact

If you wish to contact us, please do so by using the inquiry page provided by us or by email to the e-mail address specified by us.

As a general rule, we will respond to inquiries from customers only by e-mail.

# 16. No assignment of rights or obligations

You may not assign all or part of the contractual status of an agreement falling under these Terms of Use, or the rights and obligations arising there from, to a third party without our prior written consent.

### 17. Governing law and jurisdiction

The establishment, coming into force, and interpretation of these Terms of Use shall be governed by the laws of Japan.

Any dispute arising between the customer and us attributable or related to our services (including the content of posts, advertising, etc.) or software shall be subject to the exclusive jurisdiction of Tokyo District Court as the court of first instance.

# 18. Restriction on application of the Terms of Use

If a provision in these Terms of Use is considered to be contrary to relevant laws and regulations which are applicable to an agreement with a customer that is based on these Terms of Use, the said provision shall not be applicable to the agreement with the said customer to that extent.

However, even in such instance, the validity of all of the other provisions of these Terms of Use shall be not affected.

(Revised on December 1, 2009)

(Revised on July 1, 2013)

(Revised on October 7, 2015)

(Revised on April 1, 2020)

(Revised on April 1, 2022)

# **Chapter 2 Privacy Policy**

The Company recognizes the importance of information related to privacy of our customers, business partners and others (collectively referred to as "Customers" in this Chapter) and sets forth the following basic policies (hereinafter, the "Privacy Policy") in order to accurately and sincerely handle such information, and shall strictly manage such information.

Note: Please see the Yahoo! JAPAN Privacy Center as to how the Company specifically handles information related to privacy in accordance with the Privacy Policy.

The Privacy Policy applies to any and all information handled by the Company capable of directly or indirectly identifying Customers as individuals (hereinafter, "Personal Data").

# 1. Acquisition of Personal Data

The Company shall acquire Personal Data in an appropriate and fair manner in the following cases. When acquiring Personal Data, the Company shall notify or publicize the purpose of use of such Personal Data (including the publication of purpose of the use in the following Article) in advance.

- 1. In the case that Customers input Personal Data by operating a terminal;
- 2. In the case that Customers provide Personal Data directly or through media such as documents, etc.;
- 3. In the case that Personal Data is automatically sent when Customers use or browse services, products, advertisements or contents (hereinafter, collectively, the "Services"\*1);
- 4. In addition to the above, in the case that Personal Data is lawfully acquired such as when it is provided from a third party with the Customers' consent.
- \*1 Services include services, products, advertisements or contents towards Partners\*2 and Customers other than the customer him/herself.
- \*2 Partners refer to the Company's Group Companies\*3, content providers, advertisers, advertisement distribution destinations, and other partners.
- \*3 Group Companies refer to Z Holdings Corporation and its parent company, subsidiary companies and associated companies (parent company, subsidiary company and

associated company as provided in the Regulation on Terminology, Forms and Preparation Methods of Financial Statements). Please check here for more on Group Companies.

# 2. Purpose of Use of Personal Data

The Company shall use\*4 Personal Data only for the following purposes or those purposes that the Company separately notifies Customers of or those purposes that the Company publicizes in connection for specific Services, and the Company will not use Personal Data for any other purpose. The Company will take measures not to use Personal Data for any purpose other than for intended purposes. Please check here for the specific use examples of Personal Data.

- 1. To provide the Company's Services suited to Customers;
- 2. To respond to inquiries made by Customers;
- 3. To deliver products, request payment of fees, grant points, etc.;
- 4. To make notifications to Customers in relation to the Services of the Company and its Partners:
- 5. To secure the safe provision of the Company's Services (this includes discovering a customer in breach of the Terms of Services and notifying such customer; investigating, detecting, and preventing wrongful acts such as fraud resulting from abuse of Services and unlawful access; and taking measures towards the above);
- 6. To improve the Company's Services and to consider new Services of the Company;
- 7. To investigate and analyze the status of use, etc. of the Company's Services.

  Notwithstanding the above, in the case that the Company is provided Personal Data from a third party, if there are separate provisions regarding the purposes of use of such Personal Data, the Company shall use such Personal Data in accordance with such provisions.
- \*4 The use stipulated in this Article includes linking together, managing and using our Customers' Yahoo! JAPAN IDs, Partners' IDs, advertising IDs (including, but not limited to, Advertising Identifier (IDFA) and Google Advertising Identifier (AAID)), cookies and other various types of identifiers handled by the Company. In addition, not only the above, but the Company may also use personally referable information such as browsing history and search history for web pages, purchase history at stores, shopping services, etc. that Partners operate, movement history including location information, encrypted email accounts, cookies and advertising IDs, which the Company receive from Partners,

by linking such personally referable information with Personal Data that the Company holds. However, if a consent by Customers is required under the Act on the Protection of Personal Information (hereinafter, "APPI") for such linking, the Company shall link such information only if Customers give consent to this Privacy Policy in the manner required under the APPI and relevant guidelines.

#### 3. Consent to the Provision of Personal Data

- 1. In addition to cases where permitted by laws and regulations, if Customers' consent is obtained, the Company shall provide Personal Data to third parties (including third parties in foreign countries; the same hereinafter) such as Partners, etc.; provided, however, that in the following cases, the Company shall provide Personal Data to a third party to a necessary extent upon excluding information capable of directly identifying specific individuals such as name and address.
  - Where necessary for the provision of the Company's Services (including where necessary for advertisement or promotion activities, etc. for the Company's Services);
  - 2. Where necessary for the enhancement of the quality of the Company's Services;
  - 3. Where necessary to consider new Services of the Company;
  - 4. In the case of providing Personal Data to research institutions for the purposes of investigation, research or analysis.
- 2. In addition to the case in the preceding paragraph, the Company shall provide, in the following cases, Personal Data to the Company's Group Companies to a necessary extent upon excluding information capable of directly identifying specific individuals such as name and address, on the condition that the Company separately received Customers' consent to such data sharing with the Company's Group Companies. In providing such data, the Company shall prohibit the Group Companies from reoffering the Personal Data to a third party (excluding cases in which it is for responding to disclosure request enforced under laws and regulations).
  - 1. Where necessary for the provision of the Group Companies' Services;
  - 2. Where necessary for the enhancement of the quality of the Group Companies' Services;
  - 3. Where necessary to consider new Services of the Group Companies;
- 3. If a customer has entered into an agreement under separate conditions for individual Services, the contract conditions thereof shall apply with precedence.
- 4. Notwithstanding the foregoing, the Company may provide to third parties with certain review and comments, etc. that Customers post on services (such as electronic bulletin board) that unspecified or many Customers can have access to

and that are publicly disclosed information (including Customers' nicknames and Yahoo! Japan IDs (part of which are un-displayed), etc. that are publicly disclosed in connection with such postings). In addition, the information that the Company provides to third parties may be posted on such third parties' products, services or advertisements, etc..

# 4. Security

- 1. The Company shall appropriately handle Personal Data in accordance with APPI and the Privacy Policy.
  - In order to prevent inappropriate use of Personal Data including use of Personal Data for any purpose other than for intended purposes, the Company shall implement the following safety control measures, and ensure the security of Personal Data and information systems processing Personal Data.
    - 1. Designate a person(s) responsible for handing of Personal Data;
    - Clarify who the employees handling Personal Data are and the scope of Personal Data that such employees handle, and develop systems relating to reporting to and communications with responsible persons in case any breach of or any indication of breach of APPI or internal rules regarding handling of Personal Data is identified;
    - 3. Perform periodic training programs for employees relating to points to consider for handling Personal Data;
    - Control entrance and exit of employees and equipment, etc. that such employees may bring in the areas where Personal Data is handled, and take measures in order to prevent access to Personal Data by unauthorized persons;
    - 5. Implement access control, and limit the scope of responsible persons and the database of personal information, etc. to be handled.

The Company has obtained an information security management system certification in order to guarantee that these security management measures are appropriately taken, and periodically review such management measures. In the event that the Company entrusts the handling of Personal Data to a third party, the Company shall entrust the handling of Personal Data to a person satisfying the criteria for the selection of an entrustee determined by the Company, and shall appropriately manage the affairs of the entrustee upon executing an agreement with the entrustee. The Company shall only provide Personal Data to a third party which has taken security management measures satisfying the criteria determined by the Company.

 If any incident occurs such as leakage, etc., of Personal Data, the Company shall, according to APPI and relevant guidelines, report to supervisory authorities, as well as, following the supervisory authorities' instructions, take necessary actions including measures to prevent occurrence of similar incidents and recurrence of the incident.

#### 5. Transferred Services

Notwithstanding the preceding four Articles, Personal Data relating to the Services transferred to the Company due to a merger or any other reason will be handled according to the purposes of use under the Services prior to the transfer and to the extent reasonably related to such purposes and will be provided to third parties to the extent consent was obtained prior to the transfer.

Please see here for details.

Notwithstanding the foregoing, the preceding four Articles will apply to such Personal Data if consent to this Privacy Policy is obtained.

(Amended on December 1, 2009)
(Amended on September 5, 2012)
(Amended on November 1, 2012)
(Amended on January 7, 2013)
(Amended on April 2, 2013)
(Amended on June 28, 2013)
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(Amended on June 23, 2016)
(Amended on October 1, 2019)
(Amended on February 28, 2022)
(Amended on July 1, 2022)
(Amended on June 5, 2023)

Yahoo Japan Corporation
President and Representative Director
Takao Ozawa

Please contact us online through the below inquiry form for any question, consultation or other

inquiries relating to this Privacy Policy.

Kioi Tower, Tokyo Garden Terrace Kioicho, 1-3 Kioicho, Chiyoda-ku, Tokyo 102-8282

Yahoo Japan Corporation

Person in charge of Privacy

https://support.yahoo-net.jp/form/s/PccPrivacypolicy

# Chapter 5 Regulations Regarding Software (Guiding Principles)

#### 1. Software

These Guiding Principles are regulations that apply to the software we provide. In this Chapter, "software" refers to the application programs we provide(including programs such as widgets), application programming interfaces (APIs) for our web services, developer support tools such as software development kits (SDK) (including services such as our web services provided through these), software necessary for using the services we provide, such as content viewers, and all other software we provide (including updated versions, modified versions, substitutes and reproductions).

Furthermore, "software" also includes that which customers can develop by themselves through the use of the above software.

The customer is solely responsible for software components developed by the customer using such software (hereinafter, "Developed Software").

# 2. Usage restrictions

We may, at our discretion and at any time, restrict the use of software and certain functionalities (e.g. use software to restrict the number of access events and access time slots, etc. for our services), without sending notification to the customer.

In addition, the provision of support for software and the provision of modified versions (including updated versions) will be at our discretion, and may be terminated without prior notice to the customer.

#### 3. Compliance required for software use

When the software is used, the following acts are prohibited:

- 1. Reverse engineering, disassembling, or decoding the source code by any other means:
- 2. Using software to controllequipment or the likein such a way that could cause a serious risk to human life, personal safety, or property;
- 3. Using by oneself, or causing a third party to use, software or Developed Software for the purpose of receiving compensation;
- 4. Selling, renting, or licensing the software without our prior consent expressed either in writing or by some other method specified by us;
- 5. Using or misusing the software in excess of a reasonably necessary amount, or using the software in a way that does not comply with the instructions set by us regarding software use:
- 6. Using the software in a manner that is not within the purpose for which the software is provided, or using the software by a method or in a manner that we deem inappropriate.

### 4. Rights-related matters

All rights related to the software, executable files, and other software belong to us or our affiliates as owners of copyrights to the applicable software.

However, if a customer has rights to Developed Software under the Copyright Act of Japan, the above provision regarding rights shall not apply.

# 5. No warranty

With regard to the software we provide, as stipulated in Chapter 1 General Rules, we make no guarantee about the nonexistence of errors, bugs, logic errors, deficiencies, interruptions or other defects, or about its reliability, accuracy, completeness, or effectiveness.

The software is provided in the state maintained by us at the time of its provision, whether this is expressed or implied, and we make absolutely no guarantee as to its suitability for a particular purpose, usefulness (effectiveness), security, title or non-infringement.

#### 6. Proviso regarding APIs

When you use an API provided by us, the following proviso shall apply:

- 1. When you develop software using an API provided by us, you must comply with "Credit Display Guidelines" and "Credit Placement Rules."
- 2. You must attach to the Developed Software the application ID, etc. specified by us to identify it.
  - Information such as the application ID will be transmitted to us when the Developed Software that you have developed is used.

(Enacted on December 1, 2009)