

DGFT - Terms of Use for LINE Pay Payment Service

These Terms of Use for LINE Pay Payment Service (hereinafter referred to as “LINE Pay Payment Terms”), limited to where Customer uses the LINE Pay Payment Service provided by DGFT based on the Terms of Use for Payment Service Agreement (hereinafter in these LINE Pay Payment Terms referred to as “Basic Terms”), shall be applied as an addition to the Basic Terms. It should be noted that the meaning of the terms used in these LINE Pay Payment Terms, with the exception of where otherwise prescribed in these terms, shall be in accordance with the definitions set forth in the Basic Terms.

Article 1. Payment Provider

1. In these LINE Pay Payment Terms, the Payment Provider of Article 1 (Definition of Terms) Item 7 of the Basic Terms refers to LINE Pay Corporation, which has executed with DGFT an agreement that prescribes the performance of business relating to the LINE Pay Payment Service (hereinafter referred to as “LINE Pay”) by DGFT as the agent of Customer.

Article 2. Terms for LINE Pay Payment Service

1. If the Customer wishes to use the LINE Pay Payment Service, the Customer shall check and agree to the following terms and conditions established by LINE Pay (refers to the terms and conditions as written in Japanese; hereinafter the same):
 - 1.1. LINE Cash Merchant Terms;
 - 1.2. LINE Money Store Terms ;
 - 1.3. Comprehensive Agency Merchant Agreement Terms;
 - 1.4. Privacy Policy; and
 - 1.5. LINE Pay Merchant Guideline.
2. The original text of the terms of the preceding Paragraph is the Japanese text, and translations of the terms in other languages that are created for reference shall not have any effect.
3. In the event of any contradiction or conflict between the terms of Paragraph 1 and the terms of this Agreement (includes the LINE Pay Payment Terms), the terms of the Paragraph 1 shall prevail.
4. Customer acknowledges in advance the matters set forth in each of the following items:
 - 4.1. The terms of Paragraph 1 of this Article are subject to change, and at the time of change, the update will be made according to the procedures and conditions specified in the terms; and
 - 4.2. New terms may be established by DGFT or LINE Pay, and consent to the terms may be a condition for the continued provision of the LINE Pay Payment Service.

Article 3 (Definition of Terms)

The following terms in the LINE Pay Payment Terms have the respective meanings defined below.

1. “**LINE Pay Payment Service**” is a collective term for the Payment Service with LINE Cash and

the Payment Service with LINE Money provided by LINE Pay.

2. **“LINE Pay Terms”** is a collective term for the terms set forth in Article 2 (Terms for LINE Pay Payment Service) Paragraph 1. In addition, if the LINE Pay Terms have been changed, LINE Pay Terms includes the amended terms, and if new terms are added to the LINE Pay Terms, includes such new terms as a matter of course.
3. **“LINE Pay Merchant Agreement”** refers to any or all of the agreements prescribed in each of the following items that are entered into between LINE Pay and Customer:
 - 3.1. The Merchant Agreement in the LINE Cash Merchant Terms;
 - 3.2. The Store Operating Agreement in the LINE Money Store Terms; and
 - 3.3. In addition to the provisions set forth in the preceding items, agreements established between LINE Pay and Customer based on the LINE Pay Terms.
4. **“LINE Pay Merchant”** refers to a member store under the LINE Cash Merchant Terms and/or a Merchant at a store operator under the LINE Money Store Terms.
5. **“Target Payer”** refers to a Payer who wishes to use the LINE Pay Payment Service provided by Customer based on this Agreement in a transaction with the Customer at a Shop.

In these LINE Pay Payment Terms, when a clause number is simply designated without specifying the name of the terms, it shall be deemed to be referring to the clause number in the LINE Pay Payment Terms.

Article 4. Authorization of Comprehensive Powers

1. When applying for the use of the LINE Pay Payment Service, the Customer shall agree to grant comprehensive powers to DGFT and Service Partner that authorizes them to act for the Customer in relation to all of the following matters:
 - 1.1. Application to LINE Pay for the use of the LINE Pay Payment Service;
 - 1.2. Execution of a LINE Pay Merchant Agreement and any related memorandums, etc.;
 - 1.3. All notifications, reports, and applications to LINE Pay;
 - 1.4. All matters related to sales billing and requests for cancellation of sales billing to LINE Pay;
 - 1.5. All matters related to the transfer of sales receivables and the repurchase of sales receivables from LINE Pay;
 - 1.6. All matters related to the receipt of the Payment Amount paid through the use of the LINE Pay Payment Service;
 - 1.7. All notices and review requests to LINE Pay, as well as receipt of notifications from the company;
 - 1.8. Any other actions necessary for the Customer to use the LINE Pay Payment Service; and
 - 1.9. Other matters separately agreed between the Customer and DGFT.
2. The Customer may not withdraw, in whole or in part, the comprehensive power of attorney granted by the Customer to DGFT and the Service Partner during the effective period of this Agreement without the prior written consent of DGFT.
3. The Customer, in regard to acts that fall within the range for which the comprehensive power of attorney was granted by the Customer to DGFT, with the exception of where there is valid reason

(including but not limited to where DGFT has not performed the appropriate acts as an agent for the Customer), agrees that all such acts shall be performed by DGFT, and that the Customer shall not perform any such acts as an individual.

4. Notwithstanding the preceding Paragraph, the Customer agrees that LINE Pay may perform the acts of LINE Pay as a party to the LINE Pay Merchant Agreement against either the Customer or DGFT.

Article 5. Application

1. If the Customer wishes to use the LINE Pay Payment Service, the Customer must agree to the LINE Pay Terms. Upon doing so, the Customer must submit the merchant application form separately prescribed by DGFT or LINE Pay to DGFT via the Service Partner.
2. In the event that DGFT links an application from a Customer to LINE Pay and obtains acceptance of the application from LINE Pay, a LINE Pay Merchant Agreement shall be established between LINE Pay and the Customer at the time of such acceptance.
3. If DGFT obtains consent in accordance with the preceding Paragraph, it will promptly notify the Customer via the Service Partner.
4. The Customer shall, at the request of DGFT, submit to DGFT via the Service Partner the documents necessary for DGFT and LINE Pay to conduct the screening of the LINE Pay Merchant together with the LINE Pay merchant application form of Paragraph 1 of this Article.
5. In the event that DGFT or LINE Pay prepares a website, etc. for applying to become a LINE Pay Merchant, the Customer shall, instead of submitting the LINE Pay merchant application form described in Paragraph 1 of this Article, make an application via said website, etc.
6. If requested by DGFT, the Customer shall promptly provide notification of the following matters via the Service Partner by the method specified by DGFT:
 - 6.1. Trade name of the Customer;
 - 6.2. Name of representative of the Customer;
 - 6.3. Location of the Customer;
 - 6.4. Contact telephone number of the Customer;
 - 6.5. Person in charge of the Customer; and
 - 6.6. Other matters that DGFT or LINE Pay deems necessary for examination or the continued provision of the LINE Pay Payment Service.

However, if DGFT has already obtained information for the use of other Payment Services, it may use such information.

7. If there is any change in the content notified to DGFT in the preceding Paragraph, the Customer shall notify DGFT without delay via the Service Partner by the method specified by DGFT.

Article 6. Payment

1. DGFT shall, when a Target Payer purchases a Product/Service and selects the LINE Pay Payment Service as the payment method, transfer to the LINE Pay server the payment data

specified by LINE Pay out of the information related to the transaction, and shall reply to the Customer after obtaining the acceptance or rejection of the payment from LINE Pay.

2. After receiving a response from DGFT that payment is possible in accordance with the preceding Paragraph, if the Customer provides the Product/Service to the Target Payer, the Customer must submit sale confirmation information to DGFT via the Service Partner by the method prescribed by DGFT.

Article 7. Payment Amount

1. The Payment Amount using the LINE Pay Payment Service shall be received from LINE Pay by DGFT and shall be paid to the Customer via the Service Partner after the deduction of the Payment Fees.
2. If the Payer uses LINE Points or LINE Pay Bonus as the payment method when purchasing Products/Services from the Customer, this shall be converted at a rate of 1 point = 1 yen, 1 LINE Pay Bonus = 1 yen, and the settlement funds to be paid by LINE Pay to the Customer shall be included in the Payment Amount of the preceding Paragraph. In addition, LINE Pay may pay such settlement funds upon the deduction of the points fees, advertising fees, and all other expenses for which the due date has arrived that are to be borne by the Customer to LINE Pay based on the agreement separately executed with LINE Pay that are present as of the time of the payment of the settlement funds relating to LINE Points.
3. LINE Pay's obligation to pay the Payment Amount to the Customer will be deemed to have been fulfilled and will be definitively extinguished once LINE Pay has paid the full amount of the Payment Amount to DGFT; the Customer agrees to this in advance.

Article 8. Payment Suspension, Return, and Retention, etc.

1. The Customer shall reasonably cooperate with investigations conducted by LINE Pay based on the LINE Pay Terms. In addition, the Customer agrees that DGFT may withhold or refuse payment of the Payment Amount based on Article 32 (Settlement of the Service Fee and Payment Amount) of the Basic Terms relating to the Payment Amount subject to the investigation until the investigation is completed.
2. If any of the following items apply to a transaction for a Product/Service between the Target Payer and the Customer, the amount equivalent to the Payment Amount related to the transaction (hereinafter referred to as "Chargeback Amount") shall not be subject to payment from DGFT to the Customer via the Service Partner as stipulated in Article 32 (Settlement of the Service Fee and Payment Amount) of the Basic Terms.
 - 2.1. When the content of the transaction at the Customer is not valid or is false
 - 2.2. When the Target Payer makes a request to the Customer or DGFT to the effect that the transaction is not for their own use
 - 2.3. When a dispute, etc. between the Target Payer and the Customer regarding the transaction that caused it has not been resolved even after 60 days has passed since the date of the transaction;
 - 2.4. When transactions at the Customer have been performed in violation of this Agreement, the LINE Pay Terms, or other laws and regulations;
 - 2.5. When the Customer does not cooperate as deemed reasonable with respect to an

- investigation conducted based on the preceding Paragraph
- 2.6. When the trading of the Products/Services between the Target Payer and the Customer is canceled or terminated by the method prescribed by LINE Pay within 30 days after the date of the transaction; and
 - 2.7. In addition to the preceding items, when LINE Pay presents reasonable grounds and notifies the Customer of the suspension of payment or the request of a refund of an already paid Chargeback Amount.

If DGFT has already paid the Chargeback Amount to the Customer via the Service Partner based on Article 32 (Settlement of the Service Fee and Payment Amount) of the Basic Terms, DGFT may request a refund of the Chargeback Amount that has already been paid via the Service Partner, or will deduct the Chargeback Amount from the amount to be paid to the Customer at the time of a subsequent payment.

3. In the event of any of the following items being applicable, DGFT may withhold or refuse payment to the Customer via the Service Partner pursuant to Article 32 (Settlement of the Service Fee and Payment Amount) of the Basic Terms until the relevant reason is resolved.
 - 3.1. When DGFT reasonably determines that there is a possibility that a dispute, etc. may occur between the Target Payer and the Customer;
 - 3.2. When DGFT deems that there is a suspicion that any of the items in the preceding Paragraph may apply to a transaction for a Product/Service between the Target Payer and the Customer; or
 - 3.3. If the Customer falls under any of the grounds for cancellation listed in the LINE Pay Terms.

Article 9. Compliance

The Customer must comply with the following items when using the LINE Pay Payment Service.

1. Ensure that the Target Payer is not made subject to unilateral disadvantage in relation to problems that are envisioned to occur with the Target Payer (including but not limited to contractual problems and problems caused by system malfunctions, etc.):
 - 1.1. Establish a point of contact for complaints and inquiries, etc. from the Target Payer and promptly respond to complaints and inquiries received at the point of contact;
 - 1.2. If DGFT requests a report on the status of compliance with the LINE Pay Merchant Agreement, or the operation status or actual situation of the Shop, immediately report this; and
 - 1.3. In the event that there is a complaint or other petition made regarding the use of the LINE Pay Payment Service from a Target Payer due to reasons attributable to the Customer, this shall be resolved at the responsibility of the Customer, and, no inconvenience shall be caused to DGFT or LINE Pay.
2. To the extent the Customer or DGFT cannot take responsibility for the Target Payer shall be clearly indicated in an appropriate place such as the sales page for the Product/Service so that the Target Payer can be aware of this.

Article 10. Responsibility

1. The Customer, in the event of having caused damage to DGFT, LINE Pay, another LINE Pay

Merchant using the LINE Pay Payment Service, or Target Payer due to a violation of this Agreement or the LINE Pay Merchant Agreement, shall bear the responsibility to compensate for all such damage (including but not limited to reasonable attorney expenses).